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CONTRACT

Between

THE CITY OF BATTLE CREEK

and

THE ORGANIZATION OF SUPERVISORY PERSONNEL
OF THE BATTLE CREEK FIRE DEPARTMENT

July 1, 1988

to

June 30, 1991

Battle Creek, City of

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AGREEMENT

THIS AGREEMENT entered into this 24th day of APRIL, 1990, by and between the CITY OF BATTLE CREEK, hereinafter referred to as the "City," and the ORGANIZATION OF SUPERVISORY PERSONNEL OF THE BATTLE CREEK FIRE DEPARTMENT, hereinafter referred to as the "Fire Command."

ARTICLE I - RECOGNITION

Section 1 - Recognition: The City recognizes the Fire Command as the sole exclusive collective bargaining representative for all Battalion Chiefs employed by the Fire Department of the City. The City agrees that during the life of this Agreement it will not recognize any other labor organization as the collective bargaining agent for the bargaining unit described above.

Section 2 - Management's Rights: The Fire Command recognizes that, except as specifically limited or abrogated by the terms and provisions of this agreement, all rights to manage, direct and supervise the operations of the Fire Department and the employees, in all of its various aspects, including, but not limited to, the right to direct the working forces, to plan, direct and control all the operations and services of the Department; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assist and transfer employees; to schedule working hours and to assign overtime; to hire, promote, demote, suspend, discipline, discharge or relieve employees for the lack of work or other legitimate reason; to make and enforce reasonable rules and regulations; are vested solely and exclusively with the City.

Section 3 - Anti-Discrimination: The City and the Fire Command agree that, for the duration of this Agreement, neither shall discriminate against any employee because of his or her political belief or non-membership in the Fire Command.

Section 4 - New Positions: In the event any new Command position is created in the ranks within the Battle Creek Fire Department below the rank of Chief, the City shall notify the Fire Command of the proposed positions and its function within the department prior to the establishment thereof. The City and representatives of the Fire Command shall then meet at a mutually agreeable time, not to exceed ten (10) days after notification to the Fire Command to determine the relation of the position with regard to membership or non-membership in the Fire Command bargaining unit.

ARTICLE II - GRIEVANCE PROCEDURE

Section 1 - Definition of Grievance: A grievance shall be defined as any dispute regarding the meaning, interpretation,

application or alleged violation of the terms and provisions of this Agreement.

Section 2 - Grievance Procedure: All grievances shall be resolved in accordance with the following procedure:

FIRST STEP: All grievances shall be discussed orally with the Fire Chief. If the matter is not resolved by discussion, the grievance shall move to the Second Step of the procedure.

SECOND STEP: Within seven (7) calendar days after the employee has knowledge of the event or reasonably should have knowledge of the event upon which the grievance is based, whichever occurs first, the employee shall reduce the grievance to writing and submit the grievance to the Director of Employee Relations or City designee. The written grievance must state 1) who is affected; 2) what happened; 3) when it happened; 4) where it happened; 5) what section of the contract has allegedly been violated; 6) what adjustment is requested. The grievance must be signed by the aggrieved employee. The Employee Relations Director or the City designee will give the Union a written answer to the grievance within five (5) regularly scheduled working days after the grievance is presented to the City.

THIRD STEP: If, at this point, the grievance has not been satisfactorily settled and the Fire Command desires to carry the grievance further, the Fire Command shall submit such grievance to arbitration by the American Arbitration Association in accordance with its voluntary arbitration rules then pertaining. The submission of a grievance to arbitration must be made in writing to both the City and the American Arbitration Association within thirty (30) calendar days after receipt by the Union of the City's Second Step Answer. If the grievance has not been submitted to arbitration within the thirty (30) calendar days, it shall be considered as withdrawn by the Union with prejudice.

ARBITRATOR'S AUTHORITY: The Arbitrator shall have no authority to add to, subtract from, disregard, alter or modify the provisions of this agreement. The Arbitrator's authority is limited solely to the interpretation and application of the specific provisions contained within this Agreement. The decision of the Arbitrator shall be final and binding on the Fire Command, its members, the employee(s) involved and the City. The expenses and fees of the Arbitrator and the American Arbitration Association shall be shared equally by the City and the Fire Command.

Section 3 - Time Limits: Time limits at any step of the grievance procedure may be extended only by mutual agreement in writing. In the event the City fails to reply to the grievance at the Second Step within the specified time limit, the grievance may be pursued by the Fire Command to arbitration. In the event that a grievance is not appealed by the Fire Command to the next succeeding step within the time limit provided for such appeal, such grievance shall be considered as having been withdrawn with prejudice by the Union, and the City's last response to the grievance shall be the grievance resolution.

Section 4 - Special Conferences: Special conferences for important matters (not grievances) will be arranged between the Fire Command and the Director of Employee Relations or City designee and shall be held within ten (10) calendar days of such request by either party for such a conference. Special conferences shall include changes, modifications, or alterations to departmental policies, procedures, or conditions. The members representing the Fire Command shall not lose time or pay for time in special conferences.

ARTICLE III - DISCHARGE AND DISCIPLINE

Section 1: Discharge and disciplinary action to be taken by the City against a member of the bargaining unit, shall be done in the manner set forth in Public Act No. 78 (Civil Service for Police and Fire Departments) and shall not be subject to the grievance procedure set forth in Article II.

ARTICLE IV - SENIORITY

Section 1 - Definition of Seniority: Seniority shall be defined as a permanent, full-time employee's length of continuous service within the City's Fire Department since his last appointment date. "Last appointment date" shall mean the date upon which an employee first reported for work as a full-time, permanent employee at the Fire Department at the direction of the City since which he has not quite, retired, been discharged or transferred outside the Fire Department. No time shall be deducted from an employee's seniority due to absence occasioned by authorized leaves of absence, vacations, sick or accident leaves or for layoffs for lack of work or funds, except as hereinafter provided.

Section 2 - Seniority List: The City will maintain an up-to-date seniority list.

Section 3 - Layoff and Recall Procedure: The layoff and recall of employees shall be done in the manner set forth in Public Act 78 (Civil Service for Police and Fire Departments).

Section 4 - Termination of Seniority: An employee's seniority within the Fire Department shall be terminated:

(a) If he quits, retires or is transferred outside the Fire Department. Any employee who is transferred from the Bargaining Unit to another position within the Fire Department shall retain their seniority. If an employee fails to qualify in a position within the Department but outside the Bargaining Unit within the specified qualifying time for that position, he shall return to his former position without loss of seniority.

(b) If, when recalled to work following layoff, the employee fails to notify the City within seven (7) calendar days of his intention to return to work or fails to actually return to work within fifteen (15) calendar days after a written notice by certified mail of such recall is sent to his last address on record with the City.

(c) When an employee has been laid-off for lack of work or funds for a period in excess of twelve (12) consecutive months, or for a period equal to his length of seniority, whichever is greater.

(d) When an employee has been discharged for just cause.

Section 5 - Promotional Procedure: The promotion of employees shall be done in the manner set forth in Public Act 78 (Civil Service for Police and Fire Departments). When an employee is awarded a job through the promotional procedure, for which the maximum of the rate range is higher than the maximum of the rate range for the job from which he was promoted, he shall, as of the start of the next succeeding pay period, be placed at the lowest step for the result in a pay increase. Upon completion of his probationary period not to exceed one (1) year, he shall receive the incremental step increase which will advance him one step in the pay scale for the job he was thus awarded.

Section 6 - Probationary Period: The probationary period for employees promoted to a job classification covered by this Agreement shall be one (1) year. The probationary period is for the purpose of enabling the City to determine if an employee has the attributes, attitudes and capabilities necessary to satisfactorily perform the duties of the job classification. A probationary employee may be reduced to his former job classification at the discretion of the City during such period, but, shall be notified of the reason in writing at the time of his reduction.

ARTICLE V - LEAVES OF ABSENCE

Section 1 - Personal Leave: An employee who has completed his probationary period may be granted a leave of absence for personal reasons without pay and without loss of seniority for a period of not to exceed thirty (30) calendar days in any

calendar year, provided he obtains advance written permission from the City and can be spared from work for that purpose. Application for such leave must be in writing on the forms provided by the City.

Section 2 - Medical Leave: An employee, who because of illness, accident or pregnancy, is physically unable to work may be given a leave of absence for the duration of such disability, but, not to exceed two (2) years, without pay and without loss of seniority, provided he promptly notifies the City of the necessity therefor and provided further that he supplies the City with a certificate from a medical doctor of the necessity for such absence and for the continuation of such absence when the same is required by the City.

Section 3 - Pregnancy Leave of Absence: Employees who become pregnant shall notify their supervisor as soon as they become aware of the pregnancy. Pregnant employees shall be granted and must take a maternity leave of absence when it is determined that the risk of injury to the employee or the employee's health requires that the leave of absence commence. The City reserves the right to contact the employee's doctor for the purpose of advising the doctor of the content of the employee's job. In the case of a disagreement between the employee's doctor and the City's doctor as to when such leave of absence shall commence, a final determination shall be made by a gynecologist selected by the two doctors. The pregnancy leave of absence shall not continue beyond two (2) calendar months following termination of pregnancy. If the employee desires an extension of the leave of absence for medical reasons, application for a medical leave of absence should be made prior to the expiration of the pregnancy leave of absence.

Section 4 - Military Field Training Service: Any employee who enters military service by draft or enlistment shall be granted a leave of absence for that purpose, and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of Selective Service Training Act and any other applicable laws then effective.

Section 5 - Military Field Training Leave: Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserve for the purpose of fulfilling their annual field training obligations and/or responding to any civil disorder. Applications for leaves of absence for such purpose must be made as soon as possible after the employee's receipt of his orders. Employees presenting evidence as to the amount of compensation received from the government shall be paid the difference, for up to two weeks in any one calendar year, if any, between what they received in the form of pay therefor, subject to Federal Income Tax, and what they would have received at their regular rate of pay during such period.

Section 6 - Jury Duty Leave: The City agrees to grant time off without loss of pay to any employee required to be

present for jury duty in any county, or a witness under subpoena by any court, except when the subpoena relates to outside employment. The employee shall be compensated by the City for time necessarily lost from scheduled work in an amount equal to the difference (other than mileage reimbursement, except when driving a City vehicle) between their normal hourly pay and the total pay received for jury duty on each day. The employee shall work until the time of the court appearance and return to work when excused from court.

Section 7 - Funeral Leave: Employees shall receive the amount of pay they would have received on a regular straight time basis for each day necessarily lost from regularly scheduled duty to make arrangements for and attend the funeral of a member of their immediate family. Such payment shall be limited to one (1) duty day. This payment shall not be made for any of such days on which the employee for any other reason would have been absent from work. Such paid funeral leave shall not extend beyond the day following the funeral, and to be eligible for such pay, the employee must notify the City as soon as possible of the necessity for such absence, must attend the funeral and, if requested by the City, must present proof of death.

(a) Immediate family is to be defined as: current spouse, children, stepchild (who has permanently resided with the employee for a continuous period of six (6) months), brother, sister, brother-in-law, sister-in-law, mother, father, mother-in-law, father-in-law, grandmother, grandfather, and grandchildren.

(b) Notwithstanding the above, in the advent of the death of the spouse or child as defined in subsection (a), the employee shall be granted four (4) days funeral leave at his regular rate of pay.

Section 8 - Witness Leave: When, as a result of performing job duties as a fire fighter, an employee is subpoenaed to make a court appearance, he shall continue to be paid for such time as he necessarily loses from his regularly scheduled work while testifying as a witness. When an employee is subpoenaed to make a court appearance at a time other than that for which he had previously been scheduled to work, he shall receive straight time pay for all hours necessarily spent while court is in session, with a minimum guarantee of two (2) hours straight time pay. The employee shall assign his court appearance fee to the City.

ARTICLE VI - WAGES

Section 1 - Salary Schedule: For the life of this Agreement, the salary schedule set forth in Appendix "A" attached hereto and by this reference made a part hereof shall remain in full force and effect.

Section 2 - Overtime Pay: Manpower shortages (vacations, sickness) in the Fire Command positions will be filled by offering the temporary vacancy (temporary vacancy is defined as a leave with pay with a date for returning to work) to the remaining personnel in the job classification. If there are no volunteers, the Fire Chief may designate individuals to work as required. If the temporary vacancy is filled by other Fire Command, he will be paid at one and one-half (1 1/2) times his regular hourly rate.

(a) If the Chief determines that it is not necessary to assign another Battalion Chief to fill the temporary vacancy, the transfer will not reduce manpower below established minimums, and such vacancy can be filled without paying at overtime rates, the Chief shall offer to temporarily transfer the Captain on the top of the eligibility list for Battalion Chief for that particular shift who serves as a Station Officer. If he refuses, the job will be offered to the next Captain on the eligibility list on that shift and continue on down the eligibility list until a Captain on that shift who serves as a Station Officer is found to fill the position. If all Captains on the shift refuse the temporary transfer, the Chief may either fill the vacancy by calling in a Battalion Chief OR by ordering the most senior Captain on the shift to fill the position. A Battalion Chief called in shall be paid one and one-half (1 1/2) times his regular hourly rate. Any Captain temporarily transferred under this provision shall be paid at the starting rate for the Battalion Chief's classification.

(b) It is further understood that if an eligibility list has expired and no longer in effect, that the list will continue to be used for filling temporary vacancies until a new list can be established. If eligibility lists are not available because all personnel listed have either been promoted or their names have been promoted or their names have been removed from the list, then the Chief will assign personnel to fill the temporary vacancy.

Section 3 - Emergency Call-In for Duty: A Fire Command who is called back for emergency duty (defined by the Fire Chief) shall receive four (4) hours of pay for reporting or time and one-half (1 1/2) for actual time worked, whichever is greater.

Section 4 - Pay During Temporary Transfer: When any Battalion Chief is required to assume the position of Chief for five (5) or more consecutive regularly scheduled working days, they shall be compensated at a rate of pay equal to that which would be applicable if the assignment were made on a permanent basis, commencing with the first working day the responsibilities were assumed.

Section 5 - Hours of Work: The Battalion Chiefs work week shall be reduced from an average fifty-six (56) hour week to an average fifty-three (53) hour week. The reduction will be accomplished by the addition of 6 1/2 Kelly days, which will be selected in the following manner:

After all other 53 hour employees in the Fire Department have selected their vacation and Kelly days, Battalion Chiefs may choose their Kelly days. Battalion Chiefs may not select a day for a Kelly day if five (5) other Fire Department personnel are scheduled off on that day due to vacation and/or Kelly days combined. Kelly days shall not be denied because of manpower shortages due to sick leave; however, the Chief may order a Captain to fill the Battalion Chief vacancy if manpower shortages due to sick leave exist, regardless if such assignment creates overtime.

Battalion Chiefs shall select their Kelly days following the same procedure as outlined in Article VII, Sec. 2 of the Firefighter Collective Bargaining Agreement.

The Organization of Supervisory Personnel of the Battle Creek Fire Department agrees to hold the City of Battle Creek harmless for any claims made by its members against the employer in regard to the reduction in hours of work from fifty-six (56) hours per week to fifty-three (53) hours per week.

ARTICLE VII - VACATIONS

Section 1 - Vacation Schedule: Employees who as of the anniversary date of employment, have completed one or more years of continuous service with the City since their last hiring date shall receive vacation with pay, as follows:

One (1) year but less than five (5) years	2 weeks (maximum 5 days for 53 hour employees)
Five (5) years but less than ten (10) years	3 weeks (maximum 8 days for 53 hour employees)
Ten (10) years but less than fifteen (15) years	4 weeks (maximum 10 days for 53 hour employees)

Twenty (20) years or more

6 weeks (maximum 15 days for
53 hour employees)

Section 2 - Vacation Pay: One week of vacation pay shall equal the straight time earnings the employee would otherwise have received had he worked during the week of vacation time off.

Section 3 - Termination of Employment: If an employee otherwise eligible for vacation with pay quits or is discharged on or after his employment anniversary date without having used the vacation, such employee shall receive, along with his final paycheck, the unused vacation pay for which he qualified as of his anniversary date and his pro rata share of vacation earned from his anniversary date until his separation from service with the City. If an employee should die during the calendar year after his employment anniversary date, payment for vacation on a pro rata basis shall be made to the employee's estate.

ARTICLE VIII - HOLIDAYS

Section 1 - Holidays Celebrated: All permanent, full-time employees shall be entitled to receive the following paid holidays:

New Year's Day	Labor Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Easter (following Monday)	Friday Following Thanksgiving Day
Memorial Day	Day Before Christmas
Independence Day	Christmas Day
The employee's birthday as a floating holiday	

(a) All permanent, full-time employees who, during the contract were fifty-three (53) hour employees, shall receive along with their first paycheck in June of each year, in lieu of the above listed holidays, an annual holiday bonus as follows:

7/1/88, \$1,347; 7/1/89, \$1,400; 7/1/90, \$1,456

For employees who either become or are removed from fifty-three (53) hour work week status during the year, such vacation benefit shall be prorated on the basis of the number of holidays occurring during the period they occupied the status.

ARTICLE IX - INSURANCE

Section 1 - Health Insurance: It is understood and agreed that the City will continue to pay the premium for hospitalization and Major Medical Coverage (\$100,000) for the employees and their eligible dependents.

The Health Insurance in effect on the execution of this Collective Bargaining Agreement shall be maintained until such time as the City implements the new health insurance program as outlined in the City's economic proposal presented to the Organization of Supervisory Personnel on February 12, 1990, and is incorporated in the Table Settlement reached March 19, 1990.

The current dental benefits shall be maintained until such time as the City puts into place the new dental program as outlined in the proposal given to the Organization of Supervisory Personnel on February 12, 1990, and as incorporated in the Table Settlement of March 19, 1990.

Employees on an unpaid leave of absence, suspension or layoff shall continue to have their health insurance benefits paid by the City for the first sixty (60) calendar days of such unpaid leave, suspension or layoff. After sixty (60) calendar days, an employee may continue the health insurance benefits in effect to the extent allowed by the insurance company, by paying in advance the monthly premium to the City. Employees receiving Workers' Disability Compensation benefits shall receive health insurance paid by the City for the period that the benefits are payable.

For the term of this Agreement, the City's Pension Board will pay, from the pension fund, the health insurance premiums for the coverages currently provided, provided such payments do not exceed an amount equal to one-half of the interest earned by the reserve fund. Premium payments in excess of this amount will be paid by the City. Effective May 1, 1990, employees' contributions to the pension plan will be increased to 6.25% of their wages. Further, if the cost of health care for retirees maintained by the pension fund reaches or exceeds the maximum allowable amount for health care as provided for in MCLA 38.571; namely, inter alia, "1/2 of the interest eared by any reserve fund. . . .", the employee pension contribution rate can be increased to an amount not to exceed 6.50%. Said increase in employee pension contribution rate shall take effect the fiscal year following notification and shall revert to the 6.25% in the next fiscal year in which the cost falls below the maximum allowable amount under MCLA 38.571.

Section 2 - Health Maintenance Organization: The City agrees to continue providing the Health Maintenance Organization (HMO) service as an alternative choice to the services provided by the City's health carrier. The City shall be required to pay the insurance premium for HMO coverage up to the cost of the conventional insurance program. If the HMO insurance premium

exceeds the cost of the conventional insurance program, the additional cost is the responsibility of the individual employee.

Section 3 - Life Insurance: It is understood and agreed that the City will continue to pay the premium for term life insurance according to the following schedule:

Effective on ratification: \$37,000

Effective 7/1/90: \$39,000

Section 4 - Conditions of Insurance Coverage: The City agrees, for the life of this Agreement and except as modified under the outline of proposed employee health care plan accepted by the parties as part of the Table Settlement reached on March 19, 1990, to maintain the level of City-paid group insurance benefits in effect for full-time employees with an insurance carrier or carriers authorized to transact business in the State of Michigan on the basis and under the same conditions as prevailed immediately prior to the execution of this Agreement.

ARTICLE X - SICK LEAVE

Section 1 - Sickness and Accident Policy: The following sick leave program shall be in effect, subject to the provisions of the insurance policy:

(a) If accidental bodily injury shall be sustained by an employee while insured hereunder and shall, from the date of the accident, directly and independently of all other causes, result in the total disability of such employee, the City will pay periodically, commencing with the first (1st) day of such continuous disability, a weekly indemnity at the rate of the weekly indemnity for which such employee is insured for the period of such disability, but not to exceed twenty-six (26) weeks for any one accident. For each day of any such period of disability for which a weekly indemnity is payable and which is less than a full week, the City will pay a one-seventh (1/7th) part of the weekly indemnity for which such employee is insured. An employee shall not be insured for and no weekly indemnity shall be payable for any disability:

1. For which the employee is not regularly treated by a legally qualified physician.

2. Resulting from intentionally self-inflicted injury or attempted self-destruction.

3. Resulting from injury sustained as a result of war, declared or undeclared, or any act incident thereto, or engaging in a riot as a participant.

4. Resulting from injury sustained while doing any act or thing pertaining to any occupation or employment for remuneration or profit.

(b) If sickness shall cause total and permanent disability and if such disability begins while the employee is insured hereunder, the City will pay periodically, commencing with the eighth (8th) day of such continuous disability, but, not to exceed twenty-six (26) weeks for any one sickness. For each day of any such period of disability for which a weekly indemnity is payable and which is less than a full week, the City will pay a one-seventh (1/7th) part of the weekly indemnity for which the employee is insured. An employee shall not be insured for an no weekly indemnity shall be payable for any disability:

1. For which the employee is not regularly treated by a legally qualified physician.

2. Resulting from sickness contracted as a result of war, declared or undeclared, or any incident thereto, or engaging in a riot as a participant.

3. Resulting from pregnancy, childbirth or miscarriage.

4. For which the employee is entitled to indemnity in accordance with the provisions of any Workmen's Compensation or Occupational Disease Act or similar law.

(c) Payment shall not be made under both the weekly indemnity accident insurance and the weekly indemnity sickness insurance provisions in respect to any day of disability.

(d) Successive periods of disability, whether under the weekly indemnity sickness insurance, will be considered due to one accident or sickness unless the successive periods are separated by the employee's return to full-time, active work with the City for at least six (6) months.

(e) Total disability, as used herein, shall mean:

1. Complete inability of the insured employee to perform any of the duties of his regular occupation or employment during the first twenty-four (24) months of continuous disability after the elimination period and not engaged in any other substantially gainful employment.

2. Complete inability to perform any of the duties of any gainful occupation or employment for which he is or may reasonably become qualified by reason of education, training or experience.

(f) The weekly indemnity benefits shall be sixty-five (65%) percent of the employee's weekly earnings based upon an average fifty-three (53) hour week for Battalion Chiefs.

If the disability due to illness continues for two (2) weeks or longer (fourteen (14) calendar days) compensation shall be computed from the first day of the disability.

Section 2 - Accumulated Sick Leave Credits: All accumulated sick leave credits will be frozen effective at rate in effect just prior to an employee being promoted to this unit and may be used by employees who have such benefits during the period of sickness from the first (1st) to the eighth (8th) day under the provisions of the sickness and accident insurance policy when such policy does not provide payment. (In addition, those employees may use accumulated sick leave credits for approved leaves of absence, with pay up to forty (40) hours per year for forty (40) hour employees or up to fifty-three (53) hours per year for fifty-three (53) hour employees.)

(a) Upon retirement (as specified under Public Act 345 of the Public Acts of 1935) or death of the employee, the employee or their estate shall receive an amount equal to the remaining unused sick leave paid at the probationary rate in effect on July 1, 1985.

(b) All members covered by this Agreement who work a normal work week consisting of forty (40) or forty-two (42) hours shall accumulate two (2) hours of paid sick leave per month, not to exceed a total of 1,200 hours.

All members covered by this Agreement who work a normal work week consisting of fifty-six (56) hours shall accumulate sick leave at the rate of two (2) hours per month, not to exceed a total of 1,800 hours.

Said employees shall be charged against their sick leave for the actual number of duty hours missed while on sick leave.

Section 3 - Sick Pay Qualification: In order to qualify for sick leave payments, the employee must:

(a) for those short-term illnesses (contemplated to be of less than a week's duration), notify his department in accordance with the Personnel Policy

prior to his normal starting time on each day of the absence and must;

(b) for those long-term illnesses (contemplated to be of more than a week's duration), notify the department prior to his normal starting time on the first day of the absence, unless the circumstances make such reporting impossible, in which event such report must be made as soon thereafter as possible.

(c) Any employee who makes a false claim for paid sick leave shall be subject to disciplinary action.

Section 4 - Paid Emergency Leave of Absence: Qualified employees who furnish proof satisfactory to the City that a critical illness exists within their immediate family may use accumulated sick leave for emergency leave, subject to the following limitations:

(a) Paid emergency leave for critical illness of a member of the employee's immediate family shall be available only in the case of such illness on the part of the employee's then current spouse, child, parent, or parent of spouse, and then for a period of not to exceed one (1) regularly scheduled duty day at any one time.

Section 5 - Payments Supplementing Worker's Compensation: The City will allow an employee injured on the job and eligible for Worker's Compensation to draw the difference between the Worker's Compensation check and his normal net rate of pay (less Federal, State, and City taxes) by charging his accumulated sick leave. A three (3) member board consisting of a representative of the Fire Command, Fire Chief, and the Director of Employee Relations shall establish responsibility for each duty-connected injury. If the injury is ruled non-preventable on the part of the injured employee, he shall receive the above mentioned supplemental compensation for a period of six (6) months without any charge to his accumulated sick leave. At the conclusion of the first six (6) month period, the Board shall review the case and recommend to the City Manager whether such supplemental payments should be continued for an accumulated sick leave. The City Manager shall, in his sole discretion, make the final determination. The Board shall meet within five (5) duty days after the date of injury. Awards specified in this section shall be based on the salary at the time of injury. All Board decisions shall be by majority vote and not subject to the grievance procedure.

(a) Except as provided above, hours of paid sick leave are not available for use when an employee is absent from work and receives compensation for such hours lost from work under the Michigan Worker's Disability Compensation Act. If sick leave is used for such purpose, the amount of gross pay shall be repaid to the City upon receipt of the Worker's Disability

Compensation benefit checks and the amount of paid sick leave credits shall thereupon be restored.

(b) Due to occasional delays in processing Worker's Disability Compensation benefit claims, the City agrees to make a payroll advance in the amount of the anticipated benefit check for a period of up to four (4) weeks, provided the affected employee agrees in writing to repay the City upon receipt of the benefit checks and that in any event if the advance is not repaid within ninety (90) days it may be charged against accumulated vacation or withheld from future paychecks, holiday payments or longevity payments.

ARTICLE XI - LONGEVITY PAY

Section 1. The City agrees to a longevity pay program whereby it pays to all eligible employees who qualify for such, the amount as set forth below:

(a) To those full-time, permanent employees who, prior to December 1st or each year have completed seven (7) or more years of continuous service, the City will grant, on the payday following said December 1st of each year, a longevity payment in the amount of \$300.

(b) To those full-time, permanent employees who, prior to December 1st of each year have completed twelve (12) or more years of continuous service, the City will grant, on the payday following said December 1st, a longevity payment in the amount of \$600.

(c) To those full-time, permanent employees who, prior to December 1st of each year have completed twenty (20) or more years of continuous service, the City will grant, on the payday following said December 1st, a longevity payment in the amount of \$1,000.

(d) Employees who have qualified for longevity pay shall, upon retirement receive a pro rata share of their annual longevity as of the effective date of retirement for the year in which they retire. The pro rata share shall be equal to the number of complete months past their employment anniversary date and shall be payable on the last paycheck paid to the employee.

(e) Payment to the beneficiary of a deceased qualified employee of his longevity pay for the year in which the death occurred shall be made on the same basis as payment to a retired employee.

ARTICLE XII - WORK STOPPAGE

Section 1 - No Strike - No Lockout: The Fire Command agrees that, during the life of this Agreement, neither the Fire Command, its officers or agents will authorize, instigate, aid, condone or engage in a strike, slowdown, or other interference (to include picketing in uniforms) with the City's operations. The City agrees that during the same period there shall be no lockouts.

Section 2 - Discipline for Violation of No Strike Pledge: Individual employees, groups of employees or steward who instigate, aid or engage in a strike, slowdown, or other interference (to include picketing in uniform) with the City's operations may be disciplined or discharged at the sole discretion of the City.

ARTICLE XIII - PENSION PLAN

Those employees covered by the Firemen and Policemen Pension Act (1937 P.A. 1935) shall, effective July 1, 1987 have their retirement benefit calculated on the basis of 2.5% of average final compensation multiplied by the first 25 years of service credited, plus 1% of final average compensation for each year or fraction thereof after 25 years up to a maximum benefit equal to 70% of final average compensation. Additionally, as of December 6, 1983, the employee contribution shall be increased from 5% to 6%.

Notwithstanding the effective date, all unit members employed on July 1, 1986 shall be covered by the July 1, 1987 pension improvement.

(a) Pension Contribution During Disability: In the event an employee covered by this Agreement is temporarily disabled due to illness or injury, under the City's weekly indemnity plan he shall be allowed to continue to make his regular contribution to the Police/Fire Pension Plan, therefore providing for no break in years of service during his disability. Therefore, no time will be lost in the computation of his final average compensation for illness or injury.

ARTICLE XIV - GENERAL

Section 1 - Food Allowance: The City shall grant to employees in the bargaining unit a food allowance per 24 hour duty day as follows:

7/1/88	\$4.45
7/1/89	4.60
7/1/90	4.75

Section 2 - Safety and Health: The City shall continue to make reasonable and necessary provisions for the safety and health of its employees. Protective devices and other equipment as deemed necessary by the City to protect employees from injury shall be made available by the City at no cost to the employee.

(a) If an employee is injured on the job and is unable to finish his regular shift, he shall be paid for the remainder of his regular shift.

Section 3 - Maintenance Standards, Rules and Regulations: Wages, hours and conditions of employment in effect at the execution of this Agreement shall, except as improved herein, be maintained during the term of this Agreement. This clause should not be interpreted to prevent the City from imposing reasonable and fair rules and regulations. However, a claimed impropriety in a rule or regulation can be the subject of the grievance procedure along with any other alleged violation of this section. Further, this section should not be interpreted to prevent mutually acceptable change in wages, hours and other conditions of employment.

(a) All general departmental directives and orders issued by Chief Officer shall be confirmed in writing with copies delivered to all stations and locations. The order book will be revised and/or updated by January of each year.

Section 4 - Residency: An individual commencing permanent, full-time employment with the City on or after May 1, 1983, who resides outside the Metropolitan Area shall be required to establish residency in the City within one (1) year from the date of hire. An individual commencing permanent, full-time employment with the City on or after May 1, 1983, who resides within the Metropolitan Area shall not be required to establish residency in the City. However, if after being employed, the individual changes domicile, he shall establish residency in the City. Permanent full-time bargaining unit member employed on May 1, 1983, shall be exempt from this residency policy.

(a) All employees who are required to establish and/or maintain residence under this policy shall comply with such request as a condition of continued employment. Any employee who fails to abide by the provisions of this section shall forfeit his employment thirty (30) days after written notice shall be given such employee by the City Manager that the employee is in violation of the residency requirement. Such forfeiture of employment shall be considered voluntary separation from service as an employee and such act shall constitute a resignation.

(b) Metropolitan Area shall be defined as: within the corporate limits of the City of Battle Creek and

also within the corporate limits of the four surrounding jurisdictions - the City of Springfield and the townships of Bedford, Emmett and Pennfield.

Section 5 - Savings Clause: If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the City and the Fire Command shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 6 - Civil Service Ordinance: The provisions of the Civil Service System shall remain in effect during the life of this Agreement except for the Chief's position shall be excluded from coverage of the System.

Section 7 - Amendments: This Agreement constitutes an enter agreement between the parties and no verbal statement shall supersede any of its provisions. This agreement may not be amended, altered or added to, except by the mutual consent of the parties in writing.

ARTICLE XV - EDUCATIONAL INCENTIVE

Section 1 - Educational Incentive: The City agrees to pay the resident tuition fee, (lab fees) for permanent, full-time employees for attending college accredited courses in Fire Science and courses needed to obtain an Associate Degree in Fire Science. Payment will be made for tuition less any outside aid for the costs, provided prior approval has been granted by the City.

(a) In addition to the above, the City will pay on the first pay period following June 1 to permanent employees who have completed accredited courses in the Fir Science curriculum in the amounts set forth below. All courses must be certified by an accredited college before payment is made, and a passing grade for the course ("C" or above) must be received.

(1) Two hundred dollars (\$200) for completing the Certificate of Fire Science.

(2) Three hundred fifty dollars (\$350) for completing an Associate Degree in Fire Science.

ARTICLE XVI - DURATION

Section 1: This Agreement shall become effective as of the 1st day of July, 1988, and the terms and provisions thereof shall remain in full force and effect until the 1st day of July 1991.

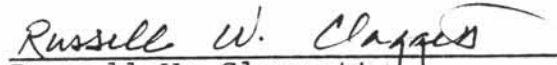
IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be executed on the day and year first above written.

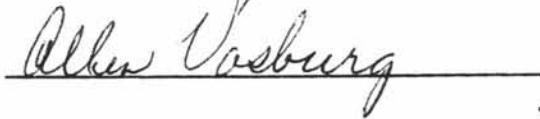
ORGANIZATION OF SUPERVISORY
PERSONNEL OF THE BATTLE CREEK
FIRE DEPARTMENT


CITY OF BATTLE CREEK


Rance L. Leaders
City Manager




Russell W. Claggett
Assistant City Attorney




W. Harold Macon
Director, Employee Relations

APPENDIX "A"

<u>Classification</u>	<u>Code</u>		<u>Start</u>	<u>6 Months</u>
Battalion Chief	820	7/1/88	\$35,220	\$37,275
		7/1/89	36,629	38,766
		7/1/90	38,094	40,317

