

PERSONNEL

CONTRACTUAL AGREEMENT BETWEEN

LOCAL 504 OF THE I.A.F.F.

AND

CITY OF OWOSSO

1991-1993

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COLLECTIVE BARGAINING AGREEMENT

This Agreement, effective July 1, 1991, between the City of Owosso, Michigan, hereinafter called the "City", and Local 504 of the International Association of Fire Fighters, AFL-CIO, hereinafter called the "Union".

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

ARTICLE #1

PURPOSE AND DEFINITIONS

Section 1 Purpose

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

Section 2 Definitions

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

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

## ARTICLE #2

### COVERAGE

This Agreement shall be applicable to all Full-Time Fire Fighters of the Owosso Fire Department, excluding the Chief, Fire Marshal, and all other employees.

## ARTICLE #3

### RECOGNITION

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

## ARTICLE # 4

### SAVE HARMLESS

In the event the Employer, acting on the request of the Union, discharges or attempts to discharge an employee for failure to comply with the provisions of Article #5, the Union shall indemnify the Employer against any and all claims, demands, suits, expenses, or other forms of liabilities of whatsoever kind and nature that shall arise out of action taken by the Employer for the purpose of complying with the provisions of this Agreement.

### CHECK-OFF

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



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

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

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

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

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

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

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

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

## ARTICLE #5

### UNION ACTIVITIES

#### Section 1 General

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

#### Section 2 Released Time

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

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

### Section 3 Bulletin Boards

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

### Section 4 Meetings

The Union may schedule meetings on Fire Department property, insofar as such meetings are not disruptive of the duties of the employees or the efficient operation of the Department.

## ARTICLE #6

### OTHER AGREEMENTS

### AND ORGANIZATIONS

### Section 1 Other Agreements

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

## Section 2 Other Organizations

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

## ARTICLE #7

### WAGES

#### Section 1 General

The salary schedule attached hereto as SUPPLEMENT A shall be in effect for the term of July 1, 1991 (12:00 a.m.) through June 30, 1993 (11:59 p.m.).

#### Section 2 Overtime Pay

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

(2) The Fire Chief may, in case of emergency, require an employee to work overtime or to call an employee back to work on a period when he would otherwise be off work, subject to the provisions of Act 125 of the Public Acts of 1925 as amended.

(3) Overtime pay shall be paid for employees of the Fire Fighting Division for all work in excess of their regularly scheduled work day. (An employee's work day, or one tour of duty, to be one twenty-four (24) consecutive hour period.) Such overtime to be paid at the rate of time and one-half (1 1/2) the current hourly rate of pay.

(4) It is understood that during the life of this Agreement, the City shall have the right to schedule fire fighters on the basis of 212 hours in each 28 day cycle. The Fire Chief may schedule the hours off in each cycle in order to obtain the 212 hours. In the event such a schedule is implemented, the salaries set forth in this Agreement shall continue to be paid for 54 hours of work instead of the current 56 hours. In other words, if the 212 hour schedule is adopted, the hourly rate will be based on the annual salary divided by 2808 (as opposed to current 2912) and to the extent required by law and subject to Section 5 below, time and one-half (1 1/2) will be paid for hours worked beyond 54 hours in a week. In the alternative, during the life of this Agreement, the City may elect to give an additional day off on a periodic basis in lieu and instead of paying any additional overtime rates (if such is required by law) for those hours in excess of 54 hours each week. These days off could be in the form of full or half tours of duty, these being either twenty-four (24) or twelve (12) hour increments.

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

(6) By mutual agreement between Chief and employee, compensatory time-off may be substituted for either overtime or call back time. (No overtime will be paid twice for same hours worked).

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

### Section 3 Overtime Equalization

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

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

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

#### Section 4 Call-in Pay

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

#### Section 5 Rate of Pay

An employee required to work in a higher classification for more than six (6) FWD, shall be paid at the higher classification rate beginning on the seventh (7) FWD each occurrence.

#### Section 6

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

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

### ARTICLE #8

#### HOURS OF EMPLOYMENT

#### Section 1 Work Schedule

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

#### Section 2 Trading of Days

Subject to department manpower requirements and approval of the Chief, employees shall be permitted to trade work or leave days.

## ARTICLE #9

### HOLIDAYS

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

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

## ARTICLE #10

### VACATIONS

#### Section 1 Fire Fighters' Work Day

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

#### Section 2 Questions of Vacation

- a. Should there be any questions when picking vacations, department seniority shall prevail.
- b. Vacations, holidays, and compensatory time off will be picked with Shift Captain and Chief's approval.
- c. The Chief has the right to cancel vacations at any time, but will make every attempt to meet with union leadership and discuss the cancellation before any cancellations are made.



Section 3 Vacation Period

a. Vacation Credits as follows:

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

b. Vacation period shall be from January 1 until the following January 1.

c. Vacations shall be picked from an open calendar.

d. Employees may pick all of his vacation, holiday, or compensatory time at one time (except during months of June, July and August). Employee will be limited to one, two, or three consecutive days vacation within a nine-day work cycle on the first pick - second pick open calendar.

e. Vacation credits shall be used up during the current year or they will be forfeited.

f. For scheduling purposes, vacations may be granted up to ninety (90) days prior to January 1 of each year.

Section 4 Illness

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

## ARTICLE #11

### PENSIONS AND RETIREMENT

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

During the life of this Agreement, Bargaining Unit members will have the option of retiring after twenty-five (25) years of continuous service regardless of age. Benefits formula to be Final Average Compensation times (x) the sum of 2.25% for the first twenty-five (25) years of continuous services plus 1.0% for years of service in excess of twenty-five (25) years.

## ARTICLE #12

### SENIORITY

#### Section 1 Probationary Employees

New employees hired in the unit shall be considered as probationary employees for the first six (6) months of their employment. The six (6) months probationary period shall be accumulated within not more than one (1) year. When an employee completes the probationary period, by accumulation of six (6) months of employment, he shall be entered on the seniority list of the unit and shall rank for seniority for the day of his employment. There shall be no seniority among probationary employees. The Union shall represent probationary employees from the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment except discharge and disciplined employees.

## Section 2 Seniority

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

## Section 3 Seniority Lists

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

## ARTICLE #13

### TRAINING

A training program is hereby established to increase or refresh the proficiency of each fire fighter, and to establish certification of present employees. The Chief of the Department will set forth the type or method of training program. Each fire fighter will be required to participate in training programs. To achieve the position of Fire Fighter I, all fire fighters will be certified by the Chief of the Department to the Director of Personnel of the City as having satisfactorily completed the required course of study and training and having reached the required proficiency in all phases of Fire Prevention, Fire Fighting and Control, and Ambulance and Rescue Service. After certification by the Chief of the Department, promotion of higher rank shall be based on seniority. Seniority of the present force will be in accordance with the attached List. (Supplement B).

## PROMOTIONS

(A) Promotions within the Fire Department shall be made on the basis of seniority. Any promotional opportunities will be posted within the Fire Department for a period of seven (7) calendar days. Employees within the Fire Department interested shall apply within the seven (7) calendar day posting period. The senior employee applying for the posted promotional opportunity shall be granted six (6) month trial period to determine:

1. His desire to remain on the job.
2. His ability to perform the job.

(B) During the six month trial period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reason shall be submitted to the Union in writing by the Fire Chief with a copy to the employee. The trial period may be extended by mutual agreement between the Union and the Chief. The decisions of the Chief of the Department shall be final and binding on the concerned parties question of promotions. Seniority will prevail on all promotions.

Any fire fighter who is not certified by the Chief of the Department to meet the qualifications of the Fire Fighter I position shall remain in the Fire Fighter II position for a period of one year. If not certified within this one year period he shall be removed from the employment of the City.

During the 0-6 month period of probation for new hires the probationary fire fighters shall have no recourse to the grievance procedure.

## ARTICLE #14

### SICK LEAVE

#### Section 1 Sick Leave

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

#### Section 2 Buddy System

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

b. On retirement or death, 16 2/3% of accumulated F.W.D. shall be paid at his current rate of pay to the employee or his estate.

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

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

e. An employee will have the option to accumulate up to (120) F.W.D. sick leave credit as a safe guard toward the required 90 day accumulation. However, should the employee choose this option, he will not be eligible for the 25% cash-out of unused sick days until after he has accumulated 120 days; then employee would be eligible for the 25% cash-out on accumulated sick days over 120, in the same manner as in Paragraph "d" above.

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

## ARTICLE #15

### FUNERAL LEAVE

#### Section 1 Funeral Leave

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

#### Section 2 Immediate Family

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

### Section 3 Pallbearer

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

### Section 4

An employee will be allowed a reasonable time, not to exceed one (1) day working time, to attend other funerals, when authorized by the Fire Chief and/or Acting Chief.

## ARTICLE #16

### PHYSICAL EXAMINATION

The City shall provide each employee an annual physical examination, which at the Employer's option will include blood tests and/or x-rays. Such examination shall be performed by the City Physician.

## ARTICLE #17

### HOSPITAL AND

### MEDICAL INSURANCE

### Section 1 Hospital and Medical Insurance

The employer agrees to pay full monthly premiums for Blue Cross-Blue Shield semi-private, hospitalization-medical coverage including \$2.00 co-pay drug rider or equivalent for the employee and his family.

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

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

Effective July 1, 1983, the Employer will pay a maximum of twenty-three dollars (\$23.00) per man, per month, to Delta Dental toward the premium cost of such insurance.

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

## Section 2 Workers' Compensation

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

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

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



### Section 3 Life Insurance

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

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

### Section 4 National Health Insurance

Should the Employer be obligated by law to contribute to governmentally-sponsored insurance program, national or otherwise, which duplicates the benefits provided by the employer under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the Employer not be obligated to provide double coverage and to escape such double payments, the employer shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmentally-sponsored insurance programs.

### Section 5 Eye Care Coverage

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

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

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

## Section 6 Hospitalization Opt-Out

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

### ARTICLE #18

#### STRIKE PROHIBITION

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

ARTICLE #19

UNION STEWARDS

Each shift shall have and be represented by a steward.

ARTICLE #20

DISCIPLINE

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

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

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

ARTICLE #21

GRIEVANCE PROCEDURE

Section 1 Grievance Procedure

Should any differences, disputes, or complaints arise as to the meaning or application of the provisions of this Agreement, including an individual employee's classification or assignment to a pay range or merit step, such differences shall be resolved in the following manner.

Section 2.

a. Step 1. Informal, oral, at station with captain 15 days to initiate grievance and 7 days to reply with the steward present.

b. Step 2. Formal in writing on a grievance form to the Chief of the Fire Department. Seven (7) days to initiate the grievance and 7 days to reply.

c. Step 3. If the Chief's answer is not satisfactory then the grievance may be referred to the Local President who shall answer within seven (7) days and who may submit his appeal on an agenda to the employer. A meeting between two (2) representatives of the employer will be arranged to discuss the grievances appearing on the agenda within fifteen (15) calendar days from the date the agenda is received by the employer.

d. Step 4. If the grievance is not satisfactorily adjusted in the last preceding step, either party may request arbitration of an unsettled grievance. The party desiring arbitration must notify the other party in writing of such desire within 15 calendar days of the day the written disposition was given under the last step of the grievance procedure provided for in this Agreement. In the event that either party should fail to serve such written notice, the matter shall be considered as settled on the basis of the written disposition made in the last step of the grievance procedure. The parties shall attempt or agree upon an impartial arbitrator. If they cannot so agree within the 7 calendar days of the request for arbitration, the party requesting arbitration shall promptly thereafter file demand for arbitration with the American Arbitration Association. The expenses of the Arbitrator, except the parties own expense shall be born equally by the Union and the City.

The arbitrator shall have the authority and jurisdiction to determine the propriety of the interpretation and/or application of the collective bargaining agreement respecting the grievance in question but he shall not have the power to alter or modify terms of this Agreement.

With respect to arbitrations involving the discipline or discharge of employees, the arbitrator shall determine if the discharge or discipline was for just cause; and he may review the penalty imposed and if he shall determine it to be inappropriate and/or unduly severe, he may modify it accordingly. He shall have the authority in cases concerning discharge, discipline and/or other matters, if he shall so determine, to order the payment of back wages and compensations for an employee which the employee would otherwise have received (less compensation which is attributable to the discharge, suspension or layoff period in issue, and which would have not been earned otherwise), and/or enter such other and/or further award as may be appropriate and just. There shall be no appeal from any arbitrator's decision, as such decision shall be final and binding on the Union and its members, the employee or employees involved, and the Employer.

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

## ARTICLE #22

### UNIFORM PROVISIONS

The employer shall furnish the following uniforms as needed:

1. House Uniform - Shirt and pants
2. Dress Uniform - Blouse, cap and pants
3. Rubber Goods - Boots, coats, helmets, and winter rubber gloves.
4. Cleaning and repair - Dress and house uniforms and rubber goods.

During the life of this Agreement, the employer will provide up to forty dollars (\$40.00) per year shoe allowance if purchased at a store of Employer's choice with receipt verifying proof of purchase.

## ARTICLE #23

### SEPARABILITY

#### Section 1 General

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

Section 2    Distribution of Agreement

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

ARTICLE #24

LOSS OF SENIORITY

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

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

## ARTICLE #25

### VETERANS

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

## ARTICLE #26

### LEAVE OF ABSENCE

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

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



Section 1 Vacation Pay Advance

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

Section 2 Vacation Payments

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

Section 3 Vacation Rate

Rate during vacation: Employees will be paid at their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.

Section 4 Payments of Sick Leave at Retirement

Vacation, sick leave, life insurance, hospitalization insurance, and all other benefits will terminate at date of employee's normal retirement as defined by Employee's Retirement Ordinance of the City of Owosso; except for optional Blue Cross-Blue Shield for retirees, and the \$3,000.00 Retiree policy.

## Section 5 Insurance Coverage for Retirees

Effective July 1, 1989, if an employee retires and has accumulated ninety (90) unused F.W.D. sick days, the Employer will make a monthly contribution of up to Two Hundred Dollars (\$200.00) to Blue Cross-Blue Shield or equivalent, for retiree health care coverage until the retiree reaches the ages of sixty-five (65). Retirees shall be responsible to the health care carrier for any health care cost above the \$200.00 monthly Employer contribution.

a. The health care plan to be Blue Cross-Blue Shield or equivalent that is available in the current Labor Agreement as it relates to retirees.

b. For a retiree to be eligible to receive the above mentioned retiree health care plan, the employee shall have ninety (90) banked, unused F.W.D. sick days. If an employee has less than the required ninety (90) banked sick days, the Employer's monthly contribution shall be reduced as follows:

89 days banked .. Employer contribution will be 89% of  
\$200.00 monthly contribution

88 days banked .. Employer contribution will be 88% of  
\$200.00 monthly contribution

87 days banked .. Employer contribution will be 87% of  
\$200.00 monthly contribution, etc.

c. If, during the life of this Labor Agreement, the Employer through labor negotiations grants another City labor represented group a higher monthly contribution, additional retirees health care benefits, or full-paid health care coverage, the Employer will automatically grant that increase to this labor group.

ARTICLE #28

RATIFICATION

The Union agrees to submit this Agreement to the employees of the bargaining unit covered by this Agreement for ratification by them before \_\_\_\_\_, 19\_\_\_, and its local union will recommend to the employees that it be ratified.

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

ARTICLE #29

TERMINATION OR MODIFICATION

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

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

And if to the Employer Addressed to :

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

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

## ARTICLE #30

### DURATION

#### Section 1 Duration

This Agreement shall be effective July 1, 1991 and shall remain in force and effect to and including June 30, 1993.

#### Section 2 Future Negotiations

The parties agree that, commencing not later than March 1, 1993, they will undertake negotiations for a new agreement for succeeding period.

#### Section 3 Extension

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

## ARTICLE #31

#### Waiver Clause

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

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

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargaining collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

## ARTICLE #32

### RESERVE FIRE FIGHTERS

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

In the event of a call-back to work or the scheduling of work to cover a City-determined staffing shortage, the work will first be offered to full-time department employees. In the event insufficient personnel are available, the City may utilize reserve fire fighters. This

provision does not apply to call-outs for fire emergency situations. It is being understood that the City will respond to fire emergencies in a manner and with the personnel it deems appropriate.

Reserve fire fighters shall work under the supervision of Chief, Assistant Chief or assigned departmental personnel.

### ARTICLE #33

#### LICENSE AND CERTIFICATION

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

An extension may be granted by the employer for just cause if certification cannot be completed in the first twelve month period.

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

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

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

## ARTICLE #34

### RESIDENCY

All Fire Department Bargaining Unit Employees hired after July 1, 1987 shall be required as a condition of continued employment to reside within Shiawassee County, Michigan. All Fire Department Bargaining Unit Employees hired before July 1, 1987, if residing outside Shiawassee County, Michigan may continue to do so. Effective July 1, 1987, no Fire Department Bargaining Unit Employee residing within Shiawassee County, Michigan shall be allowed to continue employment with the City of Owosso if he takes up residence outside Shiawassee County, Michigan.

## ARTICLE #35

### SPECIAL CONFERENCES

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

(B) The Union representatives may meet at a place designated by the Employer on the Employer's property for at least one-half (1/2) hour immediately preceding a meeting with the representatives of the Employer for which a written request has been made.

## ARTICLE 36

### NEWLY CREATION POSITION

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

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

## ARTICLE 37

### HOLD HARMLESS CLAUSE

The City of Owosso agrees to indemnify and hold harmless all members of the City of Owosso Fire Department from and against all claims or suits based on negligence for damages, costs, losses and expenses arising out of the defense of all actions taken by a fire fighter and/or an Emergency Medical Technician during the course of and in performance of their official duties, provided the fire fighter or emergency medical technician has acted in accordance with established departmental rules, regulations and procedures. Said indemnification shall include destruction of property of another, negligence or any other cause of action which is a result of action required to be taken by a member of the Owosso Fire Department during the course of and arising out of the



performance of his duties as a member of the Department. The indemnification shall take the form of insurance coverage, including defense and payment of judgements or settlements, or by provision of legal counsel, costs, and payment of judgements or settlement. The decision to insure or self-insure shall be within the sole discretion of the City. This provision shall not apply to any claims or suits resulting from intentional wrongdoing or gross negligence on the part of a member of the City of Owosso Fire Department.

## ARTICLE 38

### PERSONNEL ASSIGNMENTS

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

**SUPPLEMENT A - WAGE SCALE**

Effective July 1, 1991

Step 1. Probationary Fire Fighter	0 - 6 mo. service	\$24,116.00
Step 2. Fire Fighter III	6 - 18 mo. service	24,799.00
Step 3. Fire Fighter II	18 - 30 mo. service	25,484.00
Step 4. Fire Fighter I	Over 30 mo. service	26,853.00
Mechanic		27,536.00
Lieutenant		27,536.00
Captain		28,359.00

Effective July 1, 1992

Step 1. Probationary Fire Fighter	0 - 6 mo. service	\$25,081.00
Step 2. Fire Fighter III	6 - 18 mo. service	25,791.00
Step 3. Fire Fighter II	18 - 30 mo. service	26,503.00
Step 4. Fire Fighter I	Over 30 mo. service	27,927.00
Mechanic		28,637.00
Lieutenant		28,637.00
Captain		29,493.00

During the life of this Agreement, each employee will be paid \$450.00 per year food allowance on or about the first pay period in July.

**LONGEVITY**

Years of Continuous  
Service Completed

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

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

In witness whereof, the parties hereto have caused this instrument to be executed on 11/26/91, 1991.

LOCAL 504, I.A.F.F.  
(Union's Legal Name)

James R. Lushway  
U's President

John Schuele  
Member of Bargaining Committee

Member of Bargaining Committee

CITY OF OWOSSO  
(Employer)

Michael J. Doran  
Mayor

Theresa M. Mast  
City Clerk

Stan P. Jelink  
Spokesman

Approved as to substance:

[Signature] 11/26/91  
City Manager Date

Approved as to form:

William Brown 12-2-91  
City Attorney Date

Approved by City Council:

November 4, 1991  
Date