

6/30/95

Plymouth, City of

CONTRACT
CITY OF PLYMOUTH
and
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL NO. 1811

July 1, 1992 - June 30, 1995

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AGREEMENT

THIS AGREEMENT, effective July 1, 1992, between the City of Plymouth, Plymouth, Michigan, hereinafter called the "City" and Local No. 1811 of the International Association of Fire Fighters, also known as the City of Plymouth Fire Fighters Union, hereinafter called the "Union".

WITNESSETH: That the parties hereto in consideration of the mutual covenants and agreements hereinafter contained, do hereby agree as follows:

PURPOSE AND DEFINITIONS

A. PURPOSE

The parties hereto have entered into this Agreement pursuant to the authority of Act 379 of Public Acts of 1965, as amended, to incorporate understandings previously reached and other matters into a formal contract, to promote harmonious relations between the City and the Union in the best interests of the community, to improve the public fire fighting services, and to provide an orderly and equitable means of resolving future differences between the parties.

B. DEFINITIONS

1. "CITY" shall include the elected and appointed representatives of the City of Plymouth.
2. "UNION" shall include the members of the Local Bargaining Union and officials of the International Association of Fire Fighters.
3. "REGULAR WORK DAYS" means Monday through Friday, pertaining to the Grievance Procedure.

ARTICLE I
RECOGNITION AND COVERAGE

1. Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended by Act 379 of the Public Acts of 1965, the City recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for all employees set forth as the bargaining unit in Paragraph 2 below.
2. This Agreement shall be applicable to all employees of the City of Plymouth Fire Department, except the Fire Chief.

ARTICLE II
UNION SECURITY

3. The parties recognize that all employees covered by this Agreement should pay their fair share of the cost of negotiating and administering the Agreement.
4. It shall be a continuing condition of employment that all employees covered by this Agreement shall either maintain membership in the Union by paying the Union's uniform dues, fees and assessments, or shall pay a collective bargaining service fee for the cost of negotiating and administering this and succeeding agreements; provided, however, that a monthly collective bargaining service fee deduction certified to the City shall not exceed 1.2% of the Fire Fighter's base annual salary for the duration of this contract. This collective bargaining fee shall be paid in twelve (12) equal installments.
5. Any employee who has failed to either maintain membership or pay the requisite Agency Fees shall not be retained in the bargaining unit covered by this Agreement; provided, however, no employee shall be terminated under this Article unless:

The Union has notified him by letter addressed to the address last known to the Union spelling out that he is delinquent in payment of dues or fees, specifying the current amount of delinquency, and warning the employee that unless such amount is tendered within ten (10) calendar days, he will be reported to the City for termination of employment as provided herein.

6. A. The City agrees to deduct from the pay of each employee from whom it receives an authorization to do so, the amount specified upon the authorization. Each employee utilizing the City deduction form pay for the remittance of sums to the Union shall provide to the City an authorization.

B. Such sums deducted from an employee's pay, accompanied by a list of employees from whose pay they have been deducted and the amount deducted from each, and by a list of employees who had authorized such deductions and from whom no deductions were made and the reasons therefore, shall be forwarded to the Union Treasurer of the Local Union at 201 South Main Street, Plymouth, Michigan 48170, within thirty (30) days after such collections have been made.

C. The City shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made, and if for any reason, it fails to make a deduction for an employee as provided above, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.

ARTICLE III REPRESENTATION

7. The City recognizes the right of the Union to designate one (1) representative from each shift to represent employees in the bargaining unit.
8. The Union representative will be compensated for necessary time spent investigating and adjusting grievances and attending meetings with supervision during his regular straight-time working hours, provided he first checks out with the supervisor on duty and gives him an accurate accounting of time lost adjusting grievances.
9. The right of the Union representative to leave his work during working hours without loss of pay, as provided for under this Agreement, is with the understanding that the time shall be devoted to the prompt handling of grievances and shall not be abused and that the Union representative shall continue to work at his assigned jobs at all times except when required to leave his work to handle grievances as provided for herein. It is further understood that there shall be no conduction of Union business during the fire fighting time or emergency assignments.

10. No employee shall be eligible to serve as a Union representative unless said employee has attained seniority under the provisions of this Agreement.
11. The Union shall furnish to the City Manager and Fire Chief a written notification identifying all officers and representatives of the Union. The City shall not be obligated to recognize any employee as a Union officer or representative until written notification is received by the City Manager and Fire Chief.
12. Recognizing the unique situation that exists in the Fire Department, the Union may, upon notifying the Fire Chief, City Manager or his designate, in writing of scheduled and special meetings, and upon receiving approval from the Fire Chief, City Manager, or his designate, schedule meetings on Fire Department property with the understanding that this privilege shall not be abused nor in any way interfere with any of the operations of the Department.

ARTICLE IV AGREEMENTS AND ORGANIZATIONS

AGREEMENTS:

13. The City shall not enter into any agreements with its employees individually or collectively nor with any other organization which in any way conflicts with the provisions hereof.

ORGANIZATIONS:

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

ARTICLE V GRIEVANCE AND ARBITRATION

15. Should any differences, disputes, or complaints arise as to the meaning or application of the provisions of this Agreement, such differences shall be resolved in the following manner:

Step 1. Any employee with a complaint arising out of the terms and provisions of this Agreement, must discuss that complaint within ten (10) regular working days after the event or act giving rise to the grievance, with the exception of wage claims, with his immediate supervisor.

Step 2. If the matter is not satisfactorily resolved in the first step, an aggrieved employee, through the Union, or the Union on behalf of one or more employees, or on its own behalf, shall within ten (10) regular work days of this initial discussion, take up the complaint, in writing, with the Fire Chief in an attempt to reach an agreement. The Chief shall, within ten (10) regular working days after receipt of such complaint, respond in writing. The aggrieved employee may be accompanied during any meetings by his Union representative and the Fire Chief may request that the immediate supervisor be present.

Step 3. If the matter is not satisfactorily resolved in the second step, the Union may appeal in writing to the City Manager, or his designated representative, within ten (10) regular work days following the reply of the Chief. The City Manager shall reply in writing within ten (10) regular working days thereafter.

Step 4. If the matter is not satisfactorily resolved in the third step, the Union may, within ten (10) days of receipt of the Step 3 answer, file a notice with the City Clerk of its intention to appeal said grievance to the City Commission. The City Clerk shall place said notice on the agenda of a regular or special meeting of the City Commission which will occur within twenty-one (21) days of receipt of said notice, and give notice of such to the Union and the City Manager. At such time as the appeal is scheduled to be heard, the City Commission shall hear testimony from both the Administration and the Union. The City Commission shall make a determination no later than the next regular Commission Meeting following the date of the hearing.

Step 5. If the matter is not satisfactorily resolved in the fourth step, the Union may appeal in writing within ten (10) regular work days to the State of Michigan for a State appointed mediator.

Step 6.

A. if the grievance is not satisfactorily resolved after completion of Step 4 or Step 5 of the Grievance Procedure, either party may, within ten (10) regular work days of the Step 4 answer or of the mediator's recommendation, notify the other in writing of its intent to seek arbitration, and the other party shall be obliged to proceed with arbitration in the manner hereinafter provided.

B. Upon receipt of the Notice of "Appeal to Arbitration", the designated representative of the Union shall meet with the designated representative of the City for the purpose of choosing an arbitrator. If the parties are unable to agree upon an arbitrator within seven (7) calendar days of their request for arbitration, the party requesting the arbitration shall promptly thereafter file a demand for arbitration with the American Arbitration Association in accordance with the then applicable rules of the Association. Such request by the parties shall specify that such a list be restricted to those individuals currently residing in the State of Michigan.

C. The compensation and necessary expenses of the arbitrator shall be paid one-half (1/2) by the City and one-half (1/2) by the Union.

D. 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 the terms of the agreement.

E. The arbitrator shall submit his decision, in writing, within thirty (30) days after the conclusion of the hearings, and the decision of the arbitrator so rendered shall be final and binding upon the employees involved, the Union and its members, and the City.

16. The following provisions shall apply to all steps of the Grievance Procedure. Except when extended by mutual agreement, time limits in the Grievance Procedure shall be adhered to by both parties, and if at any stage of the grievance procedure, one party fails to comply with the time limits, the grievance shall be treated as resolved in favor of the other party. This provision shall not, however, apply to either party when the grievance involves a wage claim.

A. With respect to grievances involving the discipline or discharge of an employee or employees, the person or persons hearing the grievance shall determine if the discharge or discipline was for just cause and review the penalty imposed and if he or they shall determine it to be inappropriate and/or unduly severe, the penalty may be modified accordingly. The person or persons hearing the grievance shall have the authority in cases concerning discharge, discipline and/or other matters, if he or they shall so determine, to order the payment of back wages, and he or they shall also have the authority to make such further award as may be appropriate and just.

B. The back wages ordered shall be that compensation which the employee would otherwise have received less compensation, if any, earned elsewhere during the period in question, which said compensation is attributable to the discharge, suspension or layoff, in issue, and which would not have been earned otherwise.

C. No decision by Management or by an arbitrator in one case shall create a basis for retroactive adjustment in any other case prior to the date of written filing of such other case.

D. An employee or the Union representative shall not leave his job to discuss any matter until the supervisor has had reasonable time to provide a relief man, if he is excused from his job by the supervisor in charge.

E. Regular work days utilized in this procedure shall be defined as Monday through Friday.

F. The Union shall have exclusive authority to initiate, prosecute and adjust grievances under this Article, except that any individual employee or group of employees shall have the right at any time, to discuss a grievance with his, or their, immediate supervisors for the propose of settling such grievance as specified in Step 1 of the Grievance Procedure.

G. The aggrieved employee may pursue any remedy provided either by law or by this Agreement as a means of resolving his dispute. However, a decision on the merits rendered by the arbitrator shall be final and binding on the parties and affected employees.

ARTICLE VI
SENIORITY

17. New employees shall be deemed probationary and shall not acquire seniority under this Agreement until they have been established on the active employment roll in the Fire Department for a continuous period of one (1) year. Probationary employees, while employed, are entitled to those economic benefits given employees who have obtained seniority, except as where otherwise stated in this Agreement.
18. There will be no responsibility upon the City for the re-employment of employees who are laid off, quit or are discharged during their probationary period.
19. When an employee completes his probationary period, his seniority shall date back three hundred and sixty-five (365) calendar days from the date the seniority is acquired.
20. Seniority shall be terminated for any one (1) of the following reasons:
 - A. If the employee resigns.
 - B. If the employee is discharged, unless reversed through the Grievance Procedure.
 - C. If the employee is absent for seventy-two (72) consecutive hours without properly notifying Management or demonstrating his inability to communicate with Management.
 - D. If the employee fails to notify Management within one (1) calendar week of receipt of notice to return to work from a laid-off status.
 - E. If the employee fails to return to work on the first (1st) scheduled work day following the termination of any leave of absence, period of excused absence, or disciplinary layoff without a bona fide excuse acceptable to the City under the terms of this Agreement.

F. If the employee performs no work in the Department, for any reason, for a continuous period of three (3) years, or the length of his seniority, whichever is less, except that in the case of compensable injury, (within the meaning of the Michigan Workers Compensation Disability Act), there shall be no time limit.

G. The Fire Chief or the City Manager shall be responsible for decisions regarding granting employees leaves of absence. When an employee has falsified his application regarding the reason for his request for a leave of absence, he may be disciplined or discharged immediately, at the discretion of the Fire Chief, provided, however, that the discipline or discharge is grievable under the Grievance Procedure heretofore provided in this Agreement. In the absence of the Fire chief, the City Manager shall make such decisions. In no manner shall this provision restrict an employee's use of vacation leave.

21. Should a reduction in the force be necessary, probationary employees shall be laid off before seniority employees.
22. Employees shall be laid off in order of their seniority; that is, the least seniority employee shall be laid off first. Laid off seniority employee shall, as classification openings occur, be recalled in reverse seniority order to a classification which they are capable of performing without additional training.
23. A seniority list covering bargaining unit employees shall be kept up to date and posted on the Union's bulletin board.

ARTICLE VII MANAGEMENT RIGHTS

24. The Union recognizes the right of the City to operate and manage its affairs in all respects in accordance with its responsibilities. The powers or authority which the City has not officially abridged, delegated or modified by this Agreement are retained by the City.
25. The Union recognizes the exclusive right of the City to establish reasonable work rules, determine reasonable schedules of work, determine and establish methods, processes and procedures by which such work is to be

performed, as well as set work standards. During the term of this Agreement, the historically recognized duties and assignments of Fire Fighters will continue to be recognized in making all work assignments.

26. The City has the right:
 - A. To schedule overtime work as required in accordance with State Laws governing these provisions; and
 - B. To discipline or discharge for cause, subject to the Grievance Procedure herein set forth.
27. The above rights are not all inclusive and it is agreed that the City shall retain all rights, powers, and authority it had prior to entering into this Agreement, subject only to the limitations of this Agreement.

ARTICLE VIII PROMOTIONAL PROCEDURE

28. Promotions of employees within the bargaining unit to a higher classification shall be based on qualifications, ability and seniority. It shall be determined according to the following:
 - A. Notice of promotional openings or vacancies in classifications above the rank of Fire Fighter and within the bargaining unit shall be posted for a period of fifteen (15) calendar days, in a conspicuous place in the Department. Said promotions shall be limited to members of the bargaining unit of the Plymouth Fire Department. The procedure for application, job qualifications, and the passing grade shall be outlined in the notice. Eligible employees interested in said promotion shall apply within the fifteen (15) calendar days of the posting period. For vacancies occurring after July 1, 1989, the procedure for promotion as set forth herein shall be commenced no later than thirty (30) days after a vacancy above the rank of Fire Fighter occurs.
 - B. Promotions to an existing or newly created rank which is within the bargaining unit shall be based upon an objective written examination to be developed by a recognized testing agency. The exam shall be competitive and reasonably test the qualifications and abilities for the

performance of the job duties of the higher classification to be filled. It shall be both job related and nondiscriminatory. To the extent possible, all personnel taking the written exam will be advised beforehand of the general subject matter to be covered in the exam. In order to be eligible for promotion, an employee must have first completed at least five (5) consecutive years of service as a Fire Fighter with the City of Plymouth.

C. All applicants will be given a written exam and an oral interview. At least one (1) member of the oral board shall be of the fire service, but not regularly employed by the City, and of a rank comparable to the position being filled or above (the moderator shall not rank the candidates).

D. All applicants who successfully pass the written and oral exams shall receive seniority points in accordance with the schedule of one (1) point per year of fire service completed at the time of the oral interview. An applicant will pass if the combined scores are equal or greater than the passing grade listed on the promotional notice. He will then receive seniority points.

E. In computing the final score, a sixty percent (60%) weight will be applied to the written score, and a forty percent (40%) weight to the oral score. Seniority points will then be added to achieve a final score.

F. After all steps of the promotional procedure have been completed, an eligibility list of the top three (3) candidates will be created with the Rule of Three to apply. By the Rule of Three, it is meant that any of the top three candidates may be selected for the position. The remaining candidate(s) shall be promoted to the next open position in the order established on the eligibility list. The eligibility list shall remain in effect for a period of two (2) years. Promotions shall be made from the eligibility list in effect at the time the opening occurs. The position will be considered open if the employee is discharged, resigns, retires, dies or is confirmed disabled. Either the promotion shall take effect or, if no list is in effect, the promotional procedure shall be initiated within thirty (30) days after the date the opening occurs. The effective date of the promotion may be delayed until the former employee exhausts his accumulated sick and vacation leave.

G. The successful candidate shall serve a probationary period not to exceed one (1) year. The appointing authority shall review with the employee after six (6) months of the probationary period, the conduct, performance and experience of the probationer to date. If the probationer has performed satisfactorily in these categories, at the discretion of the Chief, the promotion may be made permanent at that time. If the promotion does not become permanent at the completion of the one (1) year period, the employee shall resume the duties of his former position.

H. Disputes relating to the promotional procedure, including whether an employee has satisfactorily completed the one (1) year probationary period, shall be subject to the Grievance Procedure.

ARTICLE IX WAIVER

29. 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. Therefore, it is recognized by the parties that this Agreement covers the entire understanding between the City and the Union and no understanding nor oral arrangements of any kind which is not mentioned or referred to or set forth herein shall be of any force or effect upon any party hereto.

ARTICLE X STRIKES, WORK STOPPAGES, SLOW-DOWNS AND LOCKOUTS

30. The Union, its officers and members, separately or collectively, shall neither cause or counsel its members or any of them, either directly or indirectly, to strike or to participate in any interruption to Fire Department services, or in any work slow down or any other interference with any of the other services of the City of Plymouth. The Union shall not be liable, however, for the acts or actions herein before enumerated not caused or authorized directly or indirectly by the Union.
31. During the life of this Agreement, the City shall not lock out any employee or employees in violation of the terms of this Agreement.

32. In the event any Union member(s) violates a provision of this article or the Grievance Procedure, the Union shall exert every effort to cause said member(s) to cease said violation including individual counseling and demand letter(s). Correspondence to said member(s) shall state that the member(s) action is not authorized and is in violation of the Contract, and shall order the member(s) to return to full employment. Said correspondence shall also be posted on the Union bulletin board.

ARTICLE XI
BULLETIN BOARDS

33. A bulletin board in each station shall be provided by the City for the exclusive use of the Union. Such use shall be restricted to the following types of notices:
- A. Notices of Union recreational and social affairs.
 - B. Notices of Union elections, appointments and results of Union elections.
 - C. Notices of Meetings

All material posted on the Union bulletin boards must be signed by an officer of Local No. 1811.

ARTICLE XII
TRADING OF WORK DAYS

34. Each employee shall be granted special leave with pay for any day or days on which he is able to secure another employee to work in his place, provided the Fire Chief or City Manager approves, and:
- A. Such substitution does not impose additional costs on the Department.
 - B. Such substitution is within classification only; i.e., Fire Fighters for Fire Fighters, Officers for Officers, except that Officers may trade time with Fire Fighters only if a Fire Fighter has attained five (5) years or more seniority.

C. The employee's shift supervisor is notified, in writing, on forms provided by the City, not less than twelve (12) hours prior to its becoming effective except in the case of emergency where permission may be granted by the on-duty shift Captain or Fire chief, or when such notification can be made by telephone and confirmation in writing can be made subsequent to the substitution.

D. Neither the Department nor the City shall be responsible for enforcing agreements between employees.

35. Any employee who feels he has been improperly denied the right to trade a day may appeal directly to the City Manager.
36. Annual shift assignments will be posted on the bulletin board on or before December 1 of each year and not take effect until the following January 15th or later of each year.

ARTICLE XIII RESIDENCY CLAUSE

37. Employees of the Fire Department shall be required to live within a maximum radius of twenty-five (25) miles from City Hall. In order to be eligible for emergency call back, an employee of the Fire Department must reside within a ten (10) mile radius from City Hall. In order to be eligible for stand-by, an employee of the Fire Department must live within a three (3) mile radius of City Hall.

ARTICLE XIV WAGES AND OTHER BENEFITS

38. The wage schedule and other benefits as agreed on by the parties are recorded as Appendix "A", which is attached hereto and is a part of this Agreement.

ARTICLE XV
TURN-OUT GEAR

39. The City will furnish and maintain one (1) complete set of turn-out gear for each employee, such as helmets, boots, coats, gloves and other equipment deemed necessary by the Department; said equipment to be retained by the City in the event an employee resigns, retires or is discharged.

ARTICLE XVI
NO DISCRIMINATION

40. The City and the Union shall apply the provisions of this Agreement to all employees covered by this Agreement in conformance with all applicable State and Federal civil rights laws.

ARTICLE XVII
VACATIONS

41. Employees shall be granted vacation leave according to the following provisions:
- A. A duty day shall mean one (1) twenty-four (24) hour work shift.
 - B. Employees shall earn vacation leave in accordance with the schedule set forth in Appendix "A".
 - C. Vacation leave shall accrue during each successive twelve (12) month period following an employee's date of hire. Earned vacation may be used, consistent with the provisions herein, in the employee's following anniversary year.
 - D. A maximum of three (3) duty days of vacation leave may be used in anticipation before it is actually earned; provided, that if a person terminates his employment, a proportional reduction in his final pay check shall be made for any anticipated vacation leave taken.
 - E. An employee shall use a minimum of three (3) earned vacation days at any one time unless sufficient earned vacation leave is not available. In addition, employees may take up to, but may not exceed, one-half (1/2) of their earned vacation leave days in twenty-four (24) hour

increments. Vacation leave days taken in twenty-four (24) hour increments must receive approval by the Fire Chief or the shift supervisor at least three full duty days prior to said leave.

F. No earned vacation leave may be carried beyond the employee's following anniversary year except by written permission of the City Manager.

G. No employee is eligible to use vacation leave during probation.

H. Vacations shall be scheduled by supervision with due regard to seniority and preference of the employees, and consistent with the requirements for effective operation of the Department; provided, that each employee may schedule six (6) duty days of vacation between June 1 and August 31 by seniority; however, selection must be made by March 31.

I. The Chief cannot cancel scheduled vacations without giving the affected employee 45 calendar days notice prior to the employee's first scheduled vacation day. However, in the event the staffing shortage is occasioned by a non-duty related illness or injury, the Chief may cancel the scheduled vacation by giving the affected employee 14 calendar days notice prior to the employee's first scheduled vacation day. In the event a dispute exists as to whether an illness or injury is duty or non-duty related, the City expressly reserves its right to challenge the employee's position on the matter, but in any event, the employees shall be provided 45 days, as outlined above, before the Chief may cancel any scheduled vacation leave. The foregoing provision shall not be construed to be binding on either the City or the employee regarding any claim pursuant to Michigan Workers' Compensation statutes, and is only applicable to the notice requirements under this settlement agreement.

All requests for vacation leave of more than one day, not disapproved by the Chief within 14 calendar days of the Chief's receipt of the employee's request, shall be deemed approved. All requests for vacation leave to be taken between June 1 and August 31, not disapproved by the Chief within 14 calendar days of March 31 shall be deemed approved.

J. In the event that an employee terminates his employment by resignation or retirement, he shall be paid for his earned vacation leave at his straight-time rate, based on a fifty-three (53) hour work week. In the

event of the death of an employee, his earned vacation shall be paid at his straight-time hourly rate, based on a fifty-three (53) hour work week, to his surviving spouse or to his estate.

ARTICLE XVIII INSURANCE

42. All insurance coverages are as set forth in the applicable insurance policies, whose terms and conditions shall be controlling. The various levels of insurance coverage are as set forth in this Contract. Copies of all insurance policies which are specifically incorporated by reference into this Agreement shall be provided to the Union. Neither the carriers of such insurance policies, nor the terms or conditions of such policies shall be changed during the term of this Agreement without prior agreement of the Union.
43. Riot Insurance
44. Life Insurance - One and one-half (1 1/2) times employee's annual base salary to the nearest \$1,000 or minimum of \$15,000, whichever is greater.
45. Hospitalization/Medical Insurance to include master medical, prescription drug rider (\$2.00 co-pay), vision, and dental coverage and all applicable riders included in the insurance policy. It is not the intent of this Section to eliminate any medical benefits contained in paragraph 44 of the contract which expired on June 30, 1989.

As an alternative to the standard hospitalization insurance, the City may offer any number of health maintenance organizations (HMO's) and preferred provider organizations (PPO's). Enrollment in these plans is strictly voluntary on the part of the employee. The City agrees to pay the employee 50% of any savings realized through enrollment in an HMO. This monetary bonus will be paid in a lump sum on the first pay in July of each year and will cover only those months in the previous year that the employee received coverage in an HMO plan. The bonus will be calculated as the cost savings realized as the difference between the premiums paid for standard hospitalization coverage and the premiums paid for the HMO coverage. In the event that a cost savings is not realized by the City, no monetary bonus will be paid. There will be no monetary bonus offered for participation in a PPO.

46. Sick and Accident Income Insurance

A. Short-Term Disability

1. Sixty-seven percent (67%) of base salary up to a maximum of five hundred dollars (\$500.00) per week.

2. Starts on the first day of an accident and the eighth day of an illness and runs to the end of the period of disability or for twenty-six (26) consecutive weeks, whichever comes first.

B. Long-Term Disability

1. Sixty-seven percent (67%) of base salary up to a maximum of \$2000 per month (rounded to the next higher \$1.00); provided, that if the basic amount of monthly benefit, together with Other Income Benefits, as defined in the insurance policy would exceed seventy percent (70%) of the basic salary, the amount of the monthly benefit payable shall be reduced to an amount, which together with such Other Income Benefits, would equal seventy percent (70%) of the base salary.

2. Starts on the first (1st) day of the twenty-seventh (27th) consecutive week of disability and runs for a maximum period of two (2) years, or to the end of the period of disability, or until the end of the month in which the employee attains the age of sixty-five (65), whichever comes first.

C. An employee on disability, on and after March 15, 1977, shall accrue and be paid while on said disability, food allowance, clothing allowance, vacation, holiday and personal leave for the first twelve (12) weeks after the commencement of disability. An employee on long-term disability shall, however, continue to accrue longevity pay, seniority, hospital, medical, surgical, dental, optical and life insurance.

47. Mental Disability: For cases of mental or emotional disease or disorder of any kind, coverage shall be for a maximum period of forty-five (45) consecutive months of confined treatment with outpatient coverage as defined in the insurance policy.

48. Coordination with Other Income Benefits - The amount of benefits as provided hereunder shall be reduced by the amount of any benefits provided by any plan, fund or other arrangement providing benefits for loss of time from employment because of disability and toward the cost of which the Employer shall have contributed, or with respect to which the Employer shall have made payroll deductions.
49. Liability Insurance/Hold Harmless Clause - The City of Plymouth agrees to indemnify and save harmless all members of the City of Plymouth Fire Department from and against all claims or suits based on negligence or fact, damages, costs, losses and expenses arising out of the defense of each and every action taken by a Fire Fighter and/or an Emergency Medical Technician in the course of and in performance of their official duties in accordance with established departmental rules, regulations, practices and procedures. Said indemnification shall include destruction of property, negligence or any other cause of action which is a result of action required to be taken by a member of the Plymouth Fire Department in the course of and arising out of the performance of his/her duties as a member of the Department. Said indemnification shall take the form of insurance coverage, including defense and payment of judgements or settlements, or by providing legal counsel and payment of judgement or settlement. This provision shall not apply to any claims or suits resulting from intentional wrong doing or gross negligence on the part of a member of the City of Plymouth Fire Department.

ARTICLE XIX
SICK LEAVE

50. Regular Sick Leave: Effective January 1, 1994 and each January 1st thereafter, each fire fighter will be credited with one hundred forty-four (144) hours of sick leave to provide full pay for time off work due to a qualified absence as described in Paragraph D of this Section. These days do not accumulate beyond each contract year, and cannot be carried over from one year to the next in any form.
51. Supplemental Bank: Beginning January 1, 1994, each fire fighter will be given a one time credit of one hundred twenty (120), twenty four hour (24) days to establish a bank that may be used to supplement the hours described in Paragraph A. This supplemental bank may be used during a contract year after all regular sick leave hours have been exhausted. Time

from this supplemental bank may be used as described, but is not considered earned time and has no pay-off value whatsoever.

52. Regular or supplemental bank leave may be used to supplement short and long term disability on each duty day of disability (as determined by insurance carrier) to bring employee up to full pay.
53. Sick Leave Qualification: In order to qualify for sick leave payments the employee must, not later than one hour prior to his normal starting time on the first day of absence, report such absence, unless in the reasonable judgement of the Chief, the circumstance surrounding the absence make reporting impossible, in which event such report must be made as soon thereafter as possible.
54. Sick leave shall not be considered as a right which an employee may use at his discretion, but shall be used only in case of necessity as follows:
 - A. Due to personal illness or physical disability which prevents the employee from working regular duty, and also prevents the employee from working limited duty.
 - B. Due to illness of a member of the employee's immediate family or household, which requires the employee's personal care and attention. Use of sick leave for this purpose shall be limited to three (3) days in any one (1) year. Immediate family, in this case, shall include the employee's spouse, and the children, father, mother, brother, sister, grandfather and grandmother of the employee or his spouse.
55. An employee who sustains an injury or incurs an illness while on or off duty, may be returned to work on limited duty at the discretion of the City. Such limited duty shall be authorized by the Fire Chief with the approval of the City Manager on an eight hour day schedule or other schedule approved by the appropriate physician. An employee's activities on limited duty are to be prescribed by his own physician during the first thirty (30) calendar days. Thereafter, additional limited duty time may be authorized, with his activities during the extended limited duty to be prescribed by the employee's own physician and the employer's physician. If the determination of the employee's own physician and the City doctor disagree, the doctors will mutually agree upon a third doctor who will examine the employee and render a medical determination. The cost of the third

doctor's examination shall be borne by the City. The City shall determine the nature of the limited duty assignment within the Fire Department which is available to be worked. No employee assigned to limited duty will be required to respond to fire or medical emergencies. The employee, while on a limited duty, 40 hour work week shall receive his current rate of pay with no deductions from sick time, compensatory time, or other benefits. The limited duty work week shall be 8 hours per day from Monday through Friday unless a different schedule is required by the employee's physician.

56. Medical Examination: Prior to returning to work following the use of two (2) or more consecutive sick days when regular sick leave is paid or when sick leave is paid from the supplemental bank, or upon returning from a leave of absence, such employees may be required, at the option of the City, to submit to and satisfactorily pass a medical examination by the City doctor. If so requested by the City, the expense of said examination shall be borne by the City.
57. Doctor's Certificate - Supplemental Bank: In order to qualify for sick leave payments when sick leave is paid from the supplemental bank, employees may be required, at the option of the City, to furnish a signed doctor's certificate, indicating the dates the employee has been seen by the doctor, the nature of the illness or injury, a diagnosis of the particular illness or injury, treatment provided and a prognosis regarding same. The expense of said certificate shall be borne by the City. When an employee furnishes a signed doctor's certificate he will be eligible to receive payments from the supplemental bank. The City reserves the right to send an employee to a physician of its choice for a medical examination. This would occur in the event that the employee has already furnished the required certificate from his physician and the Chief elects to have that diagnosis reviewed by a City doctor. If the determination of the employees own personal physician and the City doctor disagree, the doctors will mutually agree upon a third doctor who will examine the employee and render a medical determination. The City and the Union both, however, reserve the right to mutually agree that the third doctor will be a doctor from the University of Michigan Medical Facility in either Dearborn or Ann Arbor who will then serve as the third doctor. The City and Union agree to abide by the decision of the third doctor. If it is determined that the employee was ineligible, all payments drawn from the supplemental sick bank will be ordered reimbursed or deducted from the employee's future earnings.

58. Violation: When it has been determined that an employee has violated the sick time provisions of the contract, the employee shall be subject to the following provisions:
- A. All payments for sick time taken in violation of its approved uses shall be ordered reimbursed or deducted from the employee's future earnings.
 - B. Violation of the Sick Time Policy shall be grounds for disciplinary action.
59. Regular Sick Leave Redemption: At the end of each calendar year, all unused regular sick leave will be paid to the employee at 100% of its value based on a 53 hour rate. This payment will be made by the second (2nd) pay day in January.
60. Duty Related Illness/Injury: When an employee's absence from work is due to an illness or injury arising out of and in the course of his employment with the City and which is compensable under the Michigan Workers' Compensation Act, after the first day of absence necessitated thereby, he will not be required to use sick leave or supplemental leave.

ARTICLE XX
DEPARTMENTAL SAFETY COMMITTEE

61. A. The Employer and the Union agree to cooperate to the fullest extent in the promotion of safety.
- B. One (1) Fire Fighter appointed by the Union and the Chief, shall comprise the Safety Committee.
- C. The Safety Committee shall meet quarterly and at such other times as deemed necessary by the Fire Chief and/or the Union.
- D. All recommendations and reports from the Safety Committee shall be in writing and copies submitted to the Employer and the Union.
- E. All vehicle accidents and personal injuries which occur while an employee is on duty shall be reported to the Shift Officer, senior Fire Fighter in charge, or the Fire Chief, prior to the end of said employee's shift. The

incident shall be reported in writing on a form provided by the City and properly recorded in the Station Log Book and on the run turnout record if the incident occurred while on an emergency run.

ARTICLE XXI
SAVINGS CLAUSE

62. If any Article or Section of this Agreement or of any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section would be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement and any Rider thereof, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
63. In the event that any Article or Section is held invalid or enforcement of, or compliance with, which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE XXII
MAINTENANCE OF CONDITIONS

64. Wages, hours and conditions of employment in effect at the execution of this Agreement shall, except as provided herein, be maintained during the term of this Agreement unless changes are mutually agreed to by the parties hereto.
65. This Agreement will supersede any rules, regulations, or policy statements inconsistent herewith. Insofar as any provision of this Agreement shall conflict with any Ordinance or Resolution of the City, appropriate amendatory or other action shall be taken to render such Ordinance or Resolution compatible with the terms of this Agreement.

ARTICLE XXIII
DURATION, TERMINATION, MODIFICATION, EXTENSION

66. DURATION: The Agreement shall be effective July 1, 1992 and shall remain in full force and effect to and including June 30, 1995.
67. TERMINATION: If either party desires to terminate this Agreement, it shall, one hundred twenty (120) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination, as herein provided, or if each party giving notice of termination withdraws the same prior to the termination date, this Agreement shall continue in effect from year to year thereafter, subject to notice of termination by either party on one hundred twenty (120) days written notice prior to the current year's termination date.
68. MODIFICATION: If either party desires to modify or change this Agreement, it shall, one hundred twenty (120) days prior to the termination date or any subsequent termination date, give written notice of amendment in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. Any amendment that may be agreed upon shall become and be a part of this Agreement without modifying or changing any other terms of this Agreement.

Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, to the Secretary, and if to the City, addressed to the City Manager, or to any such address as the Union or City may make available to each other.

69. EXTENSION: In the event the 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 between the parties.

If neither party has given notice of termination as per Section 67, the parties agree that, commencing not later than April 1, 1995, they will undertake negotiations for a new Agreement for a succeeding period. Copies of this Agreement shall be distributed by the city to all full-time employees of the Fire Department.

Plymouth Fire Fighters
Effective: July 1, 1992

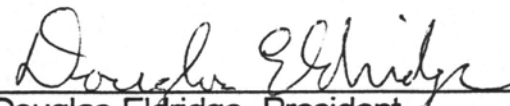
SIGNED THIS 15th DAY OF FEBRUARY, 1994

CITY OF PLYMOUTH, MICHIGAN

INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, LOCAL 1811



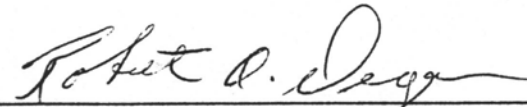
Douglas Miller, Mayor



Douglas Elbridge, President



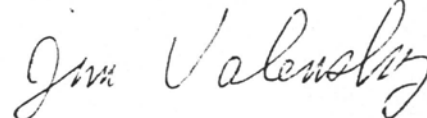
Steven Walters, City Manager



Robert Degen, Vice President



Linda Langmesser, City Clerk



Jim Valensky, Secretary/Treasurer

APPENDIX "A"

As provided for in Article XIV of the Agreement effective July 1, 1989, between the City of Plymouth and the International Association of Fire Fighters, Local No. 1811, this Appendix "A" has been negotiated and agreed to as being part of that Agreement.

1.	WAGES	<u>1992-93</u>	<u>1993-94</u>	<u>1994-95</u>
	A. <u>FIRE FIGHTERS</u>			
	(1) Entrance	\$20,008	\$20,614	\$21,221
	(2) 1st Year	\$24,914	\$25,686	\$26,458
	(3) 2nd Year	\$29,820	\$30,757	\$31,694
	(4) 3rd Year	\$34,726	\$35,812	\$36,875
	(5) 4th Year	\$37,205	\$38,364	\$39,521
	B. <u>CAPTAINS</u>	\$41,064	\$42,332	\$43,655
2.	TRAINING PAY			

Firemen shall be paid at the time and one-half (1 1/2) rate, based upon a fifty-three (53) hour work week, for actual time spent during off-duty hours in training which is authorized by the City. Firemen who are not required to report back to duty after completion of training on a scheduled duty day shall not receive credit for work hours missed. Firemen shall be required to return back to duty when training occurs in a location less than 100 miles from the City. Firemen shall be reimbursed for the following expenses which may be incurred as a result of required or approved voluntary training.

- A. Mileage (25 cents per mile)
- B. Parking Fees
- C. Lodging (In order to receive reimbursement for lodging, training must take place 100 miles or more from City Hall and involve two or more days.)
- D. Meals (\$5.00 for breakfast, \$7.50 for lunch, \$12.50 for dinner)

G. ACTING PAY: Temporary assignments for the purpose of filling vacancies created through sick leave, vacation leave, personal leave, bereavement leave or training consisting of eight hours or more, will be granted to the seniority employee. Employees performing the duties of a higher rank shall receive the rate of pay of the higher classification for the duration of the assignment. This provision shall not apply to emergency call backs or stand-by.

H. SHIFT COVERAGE BY FIRE CHIEF: The Fire Chief has the option of filling in during his normal business hours not to exceed eight (8) hours, between 0800 and 1600 hours, Monday through Friday; and for the designated monthly training sessions; in both cases without first having to call-in full time fire fighters, for any period during which employees are off duty due to jury duty, training, personal leave, sick leave or one day vacation. The Chief cannot fill-in for full-time fire fighters who are off on vacation for more than one day without first making the overtime available to the full-time fire fighters.

Nothing in this agreement shall be construed to abridge the right of the Chief to continue to fill-in during those instances that require the emergency call back of fire personnel or utilize the services of part-paid personnel, consistent with the collective bargaining agreement and the current practices of the Fire Department.

4. HOLIDAY PAY

Effective January 1, 1994, Fire Fighters shall be paid twelve (12) hours pay for twelve (12) holidays at their straight time rate based on a fifty-three (53) hour work week. Accrued holiday pay shall be paid annually on the first pay after Thanksgiving.

A holiday under this Section means any one of the following:

New Year's Day	Columbus Day
Presidents Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Year's Eve Day

5. LONGEVITY

Once a Fire Fighter has attained five (5) complete years of seniority, he or she shall be paid on the first pay day after Thanksgiving, forty dollars (\$40) for each year of seniority, retroactive to the first year, with a ceiling of eight hundred dollars (\$800.00). In the event of termination from employment, longevity will be paid based upon the last anniversary day reached.

6. CLOTHING ALLOWANCE

Each full-time Fire Fighter shall receive a clothing allowance of six hundred fifty dollars (\$650.00) to be paid three hundred twenty-five dollars (\$325.00) on the first pay in July and three hundred twenty-five dollars (\$325.00) on the first pay in January.

A newly hired employee shall receive a monetary advance equaling fifty percent (50%) of the clothing allowance. Until such time as the new employee may successfully complete his probationary period, all uniforms and equipment are solely the property of the City.

The City shall pay for uniform cleaning, repairing, and replacement when it results from unusual circumstances rather than everyday wear. Necessity shall be determined by the Fire Chief or City Manager.

7. VACATION

Effective beginning with an employee's anniversary date in 1994, each full-time employee shall be allowed vacation leave in accordance with the following schedule:

1 through 6 years of service:	5 days
7 through 9 years of service:	7 days
10 through 12 years of service:	10 days
13 through 14 years of service:	12 days
15 years of service or more:	13 days

8. RETIREMENT

Members of the Plymouth Fire Department shall receive retirement benefits in accordance with the B-3 program of the Michigan Municipal Employees' Retirement System. In addition, said system shall provide for unreduced early retirement; i.e., retirement at age fifty (50) with twenty-five (25) years of service. Effective January 1, 1994, said system shall provide benefits in accordance with the B-4 program. Persons on the payroll as of January 1, 1994 shall receive the FAC-3 benefit. Effective July 1, 1986, the City shall pay the entire amount of the employee's required contribution.

There shall be a ninety (90) day window period opened between February 1, 1994 and July 30, 1994 (exact 90 day time frame to be agreed upon by the City and Union) in which an employee may opt to retire with twenty (20) years of service regardless of age with an unreduced pension benefit. By way of example, should the "window period" begin on June 15th, it shall conclude on September 15th.

9. FOOD ALLOWANCE

A food allowance shall accrue to each member of the Plymouth Fire Department. Said allowance shall be payable with the first pay in July. The annual allowance for each year of this Agreement shall be as follows:

1. July 1, 1992:	\$675.00
2. July 1, 1993:	\$675.00
2. July 1, 1994:	\$675.00

10. BEREAVEMENT LEAVE

Two (2) duty days, with straight-time pay, when a death occurs in the immediate family. Immediate family shall be as specified in the Sick Leave Policy.

11. DENTAL INSURANCE

Each full-time Fire Fighter shall be eligible for a dental health insurance plan with the following basic provisions:

Type I Procedures-Basic Care & Cleaning:	100%
Type II Procedures-Periodontics	75%
Type III Procedures - Inlays & Dentures	50%
Orthodontics:	0

12. PERSONAL DAYS

Each full-time Fire Fighter shall be entitled to two (2) duty days of personal leave to be taken in a minimum of a twelve (12) hour segment. In addition, a Fire Fighter must request personal leave time twelve (12) hours prior to its becoming effective except as in the case of an emergency.

13. OPTICAL INSURANCE

All members of the Plymouth Fire Department shall receive fully paid premiums for optical coverage for active members of the Bargaining Unit which entitles every member, spouse and dependent children under nineteen (19) years of age or college students up to age twenty-five (25) an eye examination and glasses once every two years, single vision lenses or choice of selected bi-focal lenses, within an expanded range of frames.

14. INSURANCE FOR RETIREES

All retirees, including the spouse of the retiree, shall receive any and all medical, dental, prescription drug and optical insurance benefits received by an active member of the Bargaining Unit. The cost of such shall be paid 100% by the City of Plymouth.

15. EDUCATION POLICY

Effective July 1, 1981, each full-time Fire Fighter shall be covered by the City's education policy as set forth below.

1. Upon recommendation of the Fire Chief and approval of the City Manager, an employee may be granted special leave for continuing his formal education, provided the work of the employee may be rescheduled so as not to interfere with the proper operation of the department or the administration of the City. The leave time may be charged against vacation leave, or work schedule adjusted to provide for the completion of the ordinary work week.

2. If, in the opinion of the Fire Chief, a course would be of benefit to the City with regard to the performance of the employee's job, and provided a "C" average is maintained, the City will cover the expense of registration for the class. Payment for the first class is to be made by the employee and will be reimbursed by the City at the end of the semester upon the presentation of a receipt. Advanced payment will be made for future semesters as long as a "C" average has been maintained. If advanced payment has been made and the average falls below a "C", the employee is to reimburse the City.

16. EMT PROFICIENCY BONUS:

Fire Fighters will be paid an annual bonus of \$500 for maintaining EMT certification. Said bonus shall be paid along with the second pay in January of each year.

17. RULES & REGULATIONS REVIEW COMMITTEE:

The union may request in writing that a departmental regulation be reviewed by a committee consisting of the Fire Chief, two Union representatives and the City Manager. Such request shall be made in writing to the Fire Chief stating the specific regulation to be reviewed and the issue which the Union wishes to discuss related to the regulation. A meeting of the review committee shall be scheduled by the Fire Chief within ten (10) working days of the receipt of the request. The City Manager shall issue a decision within ten (10) working days of the meeting. The decision of the City Manager shall be final except if a proposed rule or regulation involves the meaning or application of the provisions of this agreement, the enforcement of said rule or regulation shall be subject to the grievance and arbitration provisions of this agreement.