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6/30/93

**COLLECTIVE BARGAINING
AGREEMENT**



between

City of Warren

and

Warren Professional
Fire Fighters
Association

Local 1383, IAFF, AFL-CIO

1989-1993

Warren, City of

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

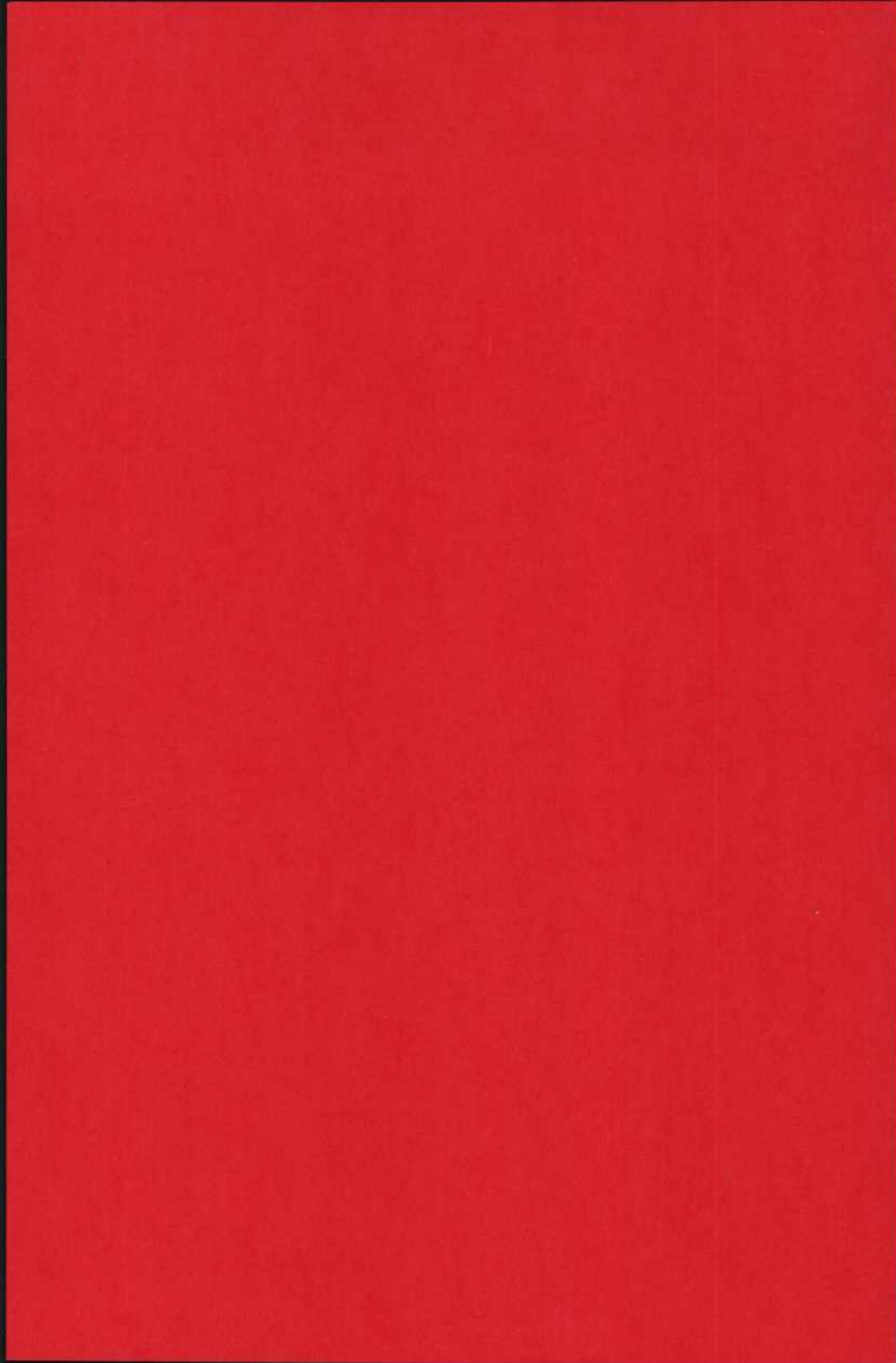


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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, entered into this 10th day of January, 1991, between the CITY OF WARREN, MICHIGAN, a municipal corporation, hereinafter called the City and Local 1383 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, also known as WARREN PROFESSIONAL FIRE FIGHTERS ASSOCIATION, 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 379 of the 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 service; and to provide an orderly and equitable means of resolving future differences between the parties.

Section 2. Definitions

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

"Union" shall include the officers or representatives of the Union.

Whenever the singular number is used, it shall include the plural.

ARTICLE 2 - RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining representative of the employees of the Fire Department, with the exception of the Commissioner and civilian employees.

ARTICLE 3 - MANAGEMENT RIGHTS

The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States. Further, all rights, which ordinarily vest in and are exercised by employers, except such as are modified, limited or relinquished herein, are reserved to and remain vested in the City.

ARTICLE 4 - DUES DEDUCTION

The City shall deduct from the pay of each employee from whom it receives written authorization the amount established by the Union as dues, fees, and assessments. Such sums shall be forwarded to the Union within seven (7) days after deductions have been made, together with a list of employees who had authorized such deductions and from whose pay no deductions were made. The reasons for not making deductions from the pay of the listed employees shall likewise be furnished the Union upon request.

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 purposes 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 or compensation of public employment or their betterment, all free from any and all restraint, coercion, discrimination or reprisal.

Section 2. Released Time

Officers and other representatives of the Union shall be afforded reasonable time during regular working hours, without loss of pay, to fulfill their union responsibilities,

UNION ACTIVITIES - Continued

including negotiations with the City, processing of grievances, and administration and enforcement of this Agreement.

Section 3. Unit Representatives

Employees in each unit shall be represented by a unit representative, who shall be a regular employee of that unit.

The unit representatives may investigate and present grievances to the Employer during their regular working hours without loss of time or pay.

Section 4. Paid Leaves

The Union shall be granted a total of six 24-hour days off with pay per fiscal year to attend state or international union conventions and seminars. Such time may be accumulated up to two (2) years. No more than two (2) employees per unit may be granted such leave at any one time. Request for leave for union business shall be submitted to the Commissioner at least thirty (30) days prior to such leave.

Section 5. Unpaid Leaves

Employees elected to any union office or employees selected by the Union to do work which will require their absence from their employment may, at the written request of the Union, be granted a leave of absence. Such leave shall not exceed one (1) year, but may be renewed for a like period of time upon the request of the Union, with the consent of the department head and subject to the approval of the Mayor.

Members of the Union selected by the Union to participate in any other union activity may be granted a leave of absence at the request of the Union. Such leave shall not exceed one (1) month, but may be renewed upon the Union's request, with the consent of the department head and subject to the approval of the Mayor.

Section 6. Bulletin Boards

The Union shall be provided suitable bulletin boards, including at least one (1) at each fire station and at least one (1) at each division headquarters, for the posting of union

UNION ACTIVITIES - Continued

notices or other materials. Such boards shall be identified with the name of the union and the Union may designate persons responsible therefor.

Section 7. Meetings

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

Section 8. Union Activities on Employer's Time and Premises

The Employer agrees that during working hours, on the Employer's premises, and without loss of pay, union representatives shall be allowed to:

1. Attend negotiating meetings.
2. Transmit communications, authorized by the Local Union or its officers, to the Employer or its representative.
3. Consult with the Employer, its representative, Local Union Officers, or other union representatives concerning the enforcement of any provisions of this Agreement.

ARTICLE 6 - OTHER AGREEMENTS AND ORGANIZATIONS

Section 1. Other Agreements

The City shall not enter into any agreements with its employees individually or collectively or with any other organization which in any way conflict 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 organizations represent any employee with respect to wages, hours, or conditions of employment or in derogation of the exclusive bargaining agency of this Union.

ARTICLE 7 - WAGES

Section 1. General

(A) The salary schedule attached hereto as Exhibit A shall be in effect and payable in equal payments every second

WAGES - Continued

Thursday for the term of this Agreement. An employee performing duties of a position specified in Exhibit A which is above his permanent classification shall receive the compensation specified in Exhibit A for that higher position, up to and including Captain performing Battalion Chief duties.

(B) For the purpose of this section, the higher duties must be assumed for a period of twelve (12) hours or more to require such compensation. Further, Sergeants performing duties of higher positions due to illness, injuries, or other absences of sixty (60) calendar days or less, furloughs, or other short-term authorized vacancies shall not be considered as working out of classification.

(C) A forty (40) hour employee who performs the work of a higher classification shall be compensated at the rate of the higher classification for all hours worked in the higher classification provided the employee performed the work of the higher classification for three consecutive workdays (24 consecutive work hours); if the employee performed the work of the higher classification for less than three consecutive workdays (24 consecutive work hours) no additional compensation shall be paid. It is not the intent of this paragraph to leave the position vacant for the purpose of avoiding the payment herein provided.

Section 2. Longevity Pay

In addition to the salary schedule set forth in Exhibit A, the following longevity plan is agreed to:

Two percent (2%) of base pay after five (5) years of service.

Four percent (4%) of base pay after ten (10) years of service.

Six percent (6%) of base pay after fifteen (15) years of service.

Eight percent (8%) of base pay after twenty (20) years of service.

Ten percent (10%) of base pay after twenty-five (25) years of service.

WAGES - Continued

Effective retroactive to July 1, 1989, the "maximum base" for the calculation of longevity pay shall be capped at \$23,500. Employees shall be paid this longevity pay on their anniversary date of service payable in the pay period in which the anniversary date falls.

Effective July 1, 1990, the "maximum base" for the calculation of longevity pay shall be increased to \$24,500.

Effective July 1, 1991, the "maximum base" for the calculation of longevity pay shall be increased to \$25,500.

Upon retirement, death or separation of employment, an employee will be entitled to receive a prorated longevity payment of one twelfth (1/12) of annual longevity payment for each completed month of service since last payment.

Section 3. Overtime Pay

(A) Overtime pay shall be paid employees of the Fire Fighting Division for all work in excess of their regularly scheduled workday (24 consecutive hours) or workweek (56 hours). Such overtime shall be paid at one and one half (1-1/2) times the employee's prevailing hourly rate, which for the purposes of this Agreement shall be deemed to be the annual salary for such employees as set forth in Exhibit A attached hereto divided by 2,912 hours.

(B) Overtime pay shall be paid employees of the other Fire Department divisions for all work in excess of their regularly scheduled workday (8 hours) or workweek (40 hours). Such overtime shall be paid at one and one half (1-1/2) times the employee's prevailing hourly rate, which for the purposes of this Agreement shall be deemed to be the annual salary for such employees as set forth in Exhibit A attached hereto divided by 2,080 hours.

(C) Whenever possible, scheduled overtime will be equally distributed among all eligible employees in the same classification within the same unit.

(D) The work period for purposes of Fair Labor Standards Act (FLSA) overtime computation shall be a period of

WAGES - Continued

twenty-four (24) consecutive calendar days (182 hours worked) as outlined in our letter of agreement dated April 4, 1986. Employees may elect to be paid for all overtime or elect to receive compensatory time. FLSA overtime shall be paid at the statutorily prescribed rate. Compensatory time shall be credited at the rate of one and one-half hours for each hour of overtime worked. Fifty-six (56) hour employees shall be allowed to accumulate up to a maximum of two hundred twenty-five (225) hours. A maximum of one hundred fifty (150) hours shall be placed on the amount of compensatory time that forty (40) hour personnel may accumulate.

Section 4. Call Back Rates Including Court Time

(A) Employees working a fifty-six (56) hour week shall be guaranteed a minimum of 5.6 hours call back pay at the prevailing rate of pay.

(B) Employees working a forty (40) hour week shall be guaranteed a minimum of four (4) hours call back pay at the prevailing rate of pay.

(C) Any employee whose pay scale is above the rank of Captain shall not receive call back pay, with the exception of the Master Mechanic.

(D) Whenever possible, overtime resulting from call back will be equally distributed among all eligible employees in the same classification within the same unit.

(E) Any member of the bargaining unit exercising the benefit outlined in Article 26(K) of the collective bargaining agreement who has moved further than twenty (20) miles from the boundary lines of the City of Warren will no longer be eligible for "call back" concerning multiple alarms, specials and compliance with the mutual aid agreement.

Section 5. Cost of Living

All employees covered by this Agreement shall be entitled to receive a cost of living allowance as determined below:

WAGES - Continued

(A) The cost of living allowance will be determined in accordance with changes in the Consumers Price Index for All Urban Consumers, U.S. All Cities, published by the Bureau of Labor Statistics, U.S. Department of Labor (1967 = 100) and hereinafter referred to as the index.

(B) Quarterly, each employee shall receive a one cent (\$.01) adjustment for each .4 increase in the index for all hours paid for during the previous quarter up to a maximum of eight cents (\$.08) per quarter. Payment shall be made by the second payday following the close of each quarter and shall be computed upon the index published immediately prior to the quarter upon which the cost of living payments are based. For example, quarterly payments that are made based upon the hours paid for during the October 1 to December 31 quarter shall be computed based upon the September 30 index. It is to be understood that the basic index for each successive quarter shall be as of the end of the previous quarter.

(C) The amount of increase which has occurred from July 1, 1989 through December 31, 1989, and each six (6) months thereafter, up to a maximum of six cents (\$.06) per hour for forty (40) hour per week employees and .042858 cents per hour for fifty-six (56) hour per week employees will be added to the pay rate for each classification covered by this Agreement.

(D) Decreases in the index will not result in a downward adjustment in the amount added to the wage rate under the previous section. Recovery from decreases will not be reflected in the wage rate until the index rises above the previous maximum value. The amount of the cost of living allowance in effect at the time shall be included in computing overtime and vacation pay.

Section 6. Specialist Rates

The City agrees that drivers of the pumper or ladder and tillermen shall be chosen by seniority and qualifications as may be determined by the Fire Department and shall receive

WAGES - Continued

the rate indicated in Exhibit A. Employees licensed as Advanced Emergency Medical Technicians shall receive the rate indicated in Exhibit A subject to the provisions of Article 28, Section 2. Employees regularly employed in the above categories who are absent for sixty (60) calendar days or more by reason of illness, personal leave, or work-related illness or injury shall not receive the specified rate until returned to duty after the sixty (60) calendar day absence.

Effective July 1, 1990, employees regularly employed in the above categories who are absent for sixty (60) calendar days or more by reason of non-work related illness or injury shall not receive the specified rate until returned to duty.

Employees who may be assigned to temporarily fill in in the above categories either on an overtime basis or in case of absence, vacation or illness, et cetera of the employee regularly assigned shall receive the differential when assigned for twenty-four (24) hours or more. Such differential shall be paid on a quarterly basis.

Section 7. Basic Training Program

When members of the bargaining unit are employed in the basic training of new recruits they shall not be required to conduct the training during their regularly scheduled duty hours. The Chief of Training and any personnel regularly assigned to training duty shall be exempt from this restriction. Further, any bargaining unit member will be allowed to volunteer his services if for reasons of his own he wishes to take part in those training programs while on duty. Bargaining unit members employed in the Basic Training Program shall be compensated at the rate of one and one-half (1-1/2) times their prevailing hourly wage.

Section 8. Shift Premium

Effective July 1, 1992, employees who are scheduled to work twenty-four (24) hour shifts shall be paid a shift

WAGES - Continued

premium of three and one-half percent (3.5%) for actual hours worked. Such shift premium shall be paid in addition to the base rate of pay for each employee. When an employee is absent from his regular tour of duty on union time, he shall be eligible for shift premium pay. When an employee is absent from his regular tour of duty because of sickness, disability leave, vacation, personal leave, funeral leave, birthday or jury duty, such employee shall not be eligible for shift premium pay. The premium shall be paid on a quarterly basis on the second payroll check following the end of the quarter. Forty (40) hour employees shall receive a shift premium of four percent (4%) of base pay per hour for all hours worked on the afternoon shift and six percent (6%) of base pay for all hours worked on the midnight shift, in the same manner; provided, however, that no shift premium shall be paid to forty (40) hour employees unless they are "assigned" to a permanent shift. Shift premium shall not be included in payments for accumulated sick or vacation time, holiday pay and sick leave incentive plan payments.

Section 9. Deferred Compensation

Employees shall be permitted to participate in the deferred compensation plan currently offered to any other city employees.

ARTICLE 8 - HOURS OF EMPLOYMENT

Section 1. Work Schedule

The work schedule of employees shall be, for the Fire Fighting Division and for the other divisions of the Fire Department, as set forth in attached Exhibit B.

Section 2. Trading of Days

Subject to the approval of the company officer in charge, employees shall be permitted to voluntarily trade work or leave days.

ARTICLE 9 - HOLIDAYS

Section 1. Holidays Defined

Employees shall be paid for the following holidays:

New Year's Day	Memorial Day	Day after Thanksgiving
Martin Luther King Day	Independence Day	Christmas Eve
Washington's Birthday	Labor Day	Christmas Day
Good Friday	Veterans Day	New Year's Eve
Easter	Thanksgiving Day	Employee's Birthday

Employees shall be paid for all General Election Days (City, State and Federal) as has been done in the past.

Section 2. Holiday Pay

Employees shall receive one tenth (1/10) of biweekly pay for each holiday listed in Section 1.

Effective July 1, 1990, employees working any of the above holidays shall receive time and one-half (1-1/2) for all regular hours worked on the holiday, and double (2) time for all overtime hours worked on the holiday.

ARTICLE 10 - VACATIONS

Section 1. Eligibility and Amount

Employees shall be eligible for annual vacations with pay on the following basis:

(A) Fire Fighting Division

1 year of service.....	5	scheduled 24-hour workdays
2 years of service.....	6	scheduled 24-hour workdays
3 years of service.....	7	scheduled 24-hour workdays
4 years of service.....	8	scheduled 24-hour workdays
5 years of service.....	10	scheduled 24-hour workdays
8 years of service.....	11	scheduled 24-hour workdays
10 years of service.....	12	scheduled 24-hour workdays
13 years of service.....	13	scheduled 24-hour workdays
15 years of service.....	14	scheduled 24-hour workdays
20 years of service.....	15	scheduled 24-hour workdays

Provided, however, that if an employee joins the city service prior to the beginning of the calendar year, he shall be permitted one-half (1/2) vacation day for every month of service in the previous calendar year, accumulating to a maximum of five (5) days, which shall be taken during the

VACATIONS - Continued

following calendar year. For the purposes of this section, an employee shall be considered to have worked a full month if the employee began his employment by the 15th day of any such month.

(B) All Other Divisions (40-hour workweek)

1 through 10 years of service.....two 10-day vacations
11 years of service.....one 12-day and one 11-day vacation
12 years of service.....two 12-day vacations
13 years of service.....one 12-day and one 13-day vacation
14 years of service.....one 12-day and one 14-day vacation
15 years of service.....one 12-day and one 15-day vacation
18 years of service.....one 13-day and one 15-day vacation
20 years of service.....two 15-day vacations

Section 2. Anniversary Date

The anniversary date of service, for purposes of this Article, shall be as established by the City.

Section 3. Vacation Selection Procedure

(A) Personnel in the Fire Fighting Division on vacation at any one time in any one unit may be equal to the number of fire companies in service. A total of three (3) company officers may be a part of this number. No more than one (1) Battalion Chief will be permitted to be on vacation at any one time.

Effective January 1, 1991, a maximum of eleven (11) personnel in the Fire Fighting Division may be on vacation at one time. A total of three (3) company officers may be a part of this number. Battalion Chiefs do affect the total of eleven personnel on vacation, but they do not affect the total of three company officers on vacation.

Employees may not bank vacations from one use period to another (January 1 through December 31), except in the case of injury or illness (as defined in Article 12, Section 1(B)(5)), training, or funeral leave, in such cases the cancelled vacation may be used in the same vacation use period

VACATIONS - Continued

after advance approval has been received from the employee's supervisor, otherwise the cancelled vacation will be used in the following vacation use period. Employees shall accrue vacation on a daily basis beginning January 1 of each year.

(B) The vacation selection period of all divisions shall be started on February 15 and completed by March 15. If a member desires a vacation prior to the final approved schedule, he must submit his request at least five (5) calendar days prior to the date requested, except in case of emergency. Vacation taken during this period will count as the employee's second-round pick.

(C) Selection of vacations shall be by seniority among members of various ranks as defined and by units, except as otherwise specified herein:

- (1) Battalion Chief
- (2) Captain
- (3) Lieutenant
- (4) Sergeant
- (5) Remaining Company Personnel
(each Company separate)

(D) The selection of vacations in the Fire Fighting Division shall proceed in the following manner:

(1) According to the order listed in Subsection (C), the various ranks will draw a total of not more than five (5) vacation days (3 and 2 split, 5 straight, 4 straight, or 2 and 2 split).

(2) Again according to the order listed in Subsection (C), the various ranks will draw a total of not more than five (5) vacation days (3 and 2 split, 5 straight, 4 straight, or 2 and 2 split).

(3) Again according to the order listed in Subsection (C), the various ranks will draw the remaining days (excluding extra vacation days) due them. If only one (1) day, it should be added to either of the previous draws in conformity with Subsection (A).

VACATIONS - Continued

(4) After every employee has had the chance to select ten (10) days vacation, then according to the order listed in Subsection (C) the various ranks will draw the extra vacation days due them.

(5) Selection of cancelled vacations will be chosen at this time.

(E) The Fire Chief, Deputy Fire Chief, and the other divisions do not affect the Fire Fighting Division for purposes of vacation and will draw as follows:

(1) Fire Chief

(2) Deputy Fire Chief

(a) According to the above order, draw a total of ten (10) vacation days (5 and 5 split or 10 straight).

(b) Again according to the above order, draw a total of ten (10) vacation days (5 and 5 split or 10 straight).

(c) Again according to the above order, draw a total of the remaining extra vacation days.

(d) The Fire Chief and Deputy Fire Chief shall not be on vacation at the same time.

(3) Chief of Training - Alone

(4) Chief of E.M.S. - Alone

(5) Fire Prevention Division

(a) Fire Marshal

(b) Deputy Fire Marshal

(c) Division Seniority

(d) According to the above order, draw a total of ten (10) vacation days (5 and 5 split or 10 straight).

(e) Again according to the above order, draw a total of ten (10) vacation days (5 and 5 split or 10 straight).

(f) Again according to the above order, draw a total of the remaining extra vacation days.

(g) In the Fire Prevention Division, no more than two (2) personnel may be on vacation at the same time. Provided, however, the Fire Marshal and Deputy Fire Marshal shall not be on vacation at the same time.

VACATIONS - Continued

(6) Mechanic Division

- (a) Master Mechanic
- (b) Assistant Master Mechanic
- (c) Fire Department Mechanic
- (d) Follow the procedure of the Fire Prevention Division.
- (e) No more than one (1) person from the Mechanic Division may be on vacation at the same time.

(F) After a division has completed its entire preferred vacation draw, a period of time ending March 31 will be allowed for exchange of vacation dates among the personnel of that division and unit. This exchange in the Fire Fighting Division will be governed by the provisions of Subsection (A).

Section 4. Termination of Employment

In the event employment is terminated, an employee shall be paid for all unused vacation days.

ARTICLE 11 - SENIORITY AND PROMOTION

Section 1. Hiring Procedures

In the exercise of its authority, as of July 24, 1990, to recruit and hire qualified fire fighters, the City will observe the following procedures:

(A) Application for Employment; Sworn Statements

The City shall require persons applying for admission to any fire examination, to file in its office, within a reasonable time before the proposed examination, a formal application in which the applicant shall state under oath or affirmation all of the following:

- (1) Full name, residence, and post office address.
- (2) United States citizenship.
- (3) Attainment of twenty-one (21) years of age.
- (4) Health and physical capacity for the position for which the applicant is applying.
- (5) Each residence and business or place of employment for not less than the three (3) previous years. The City shall establish

SENIORITY AND PROMOTION - Continued

educational requirements, but the requirements shall not call for less than a high school diploma or equivalent G.E.D.

- (6) Other information as may reasonably and legally be requested regarding the applicant's qualifications and fitness for the position for which the applicant is applying.

- (B) Application Forms; Requirements; Examinations by City; Refusal to Examine Applicant; Hearing and Review of Refusal; Decision

Blank forms for applications shall be furnished by the City, without charge, to all persons requesting applications. The City may require, in connection with an application, certificates of citizens, physicians, or others having knowledge of the applicant as the good of the service requires. The City may refuse to examine an applicant or, after examination, to certify as eligible an applicant who is found to lack any of the established preliminary requirements for the examination or position of employment for which the applicant applied; or who is so disabled as to be rendered unfit for the performance of the duties of the position to which the applicant seeks appointment; or who is an habitual user of intoxicating liquors or an illegal user of one (1) or more controlled substances; or who has been found guilty of any felony; or who has been dismissed from the public service for delinquency or misconduct; or who has made a false statement of a material fact, or practiced or attempted to practice a deception or fraud in the application, in the examination, or in securing eligibility; or who refuses to comply with the rules and regulations of the City. If an applicant feels aggrieved by the action of the City in refusing to examine the applicant, or after an examination, to certify the applicant as eligible, the City, at the request of the applicant, shall appoint a time and a place for a public hearing at which time the applicant may appear, personally or with counsel, and the City shall then review its refusal of examination or certification, and testimony shall be taken. The City shall

SENIORITY AND PROMOTION - Continued

subpoena, at the expense of the applicant, any competent witnesses requested by the applicant. After review, the City shall file the testimony taken in its records and shall again make a decision, which decision shall be final.

(C) Physical Examination; Requirement That Applicant Be of Age; Former Service and Reinstatement; Rank of Applicant

Before appointment, all applicants for a position in the Fire Department shall undergo a physical examination to determine that an applicant is free from defects, deformity or diseases that might incapacitate the applicant from the performance of the duties of the position desired. Applications will not be accepted if the person applying is less than twenty-one (21) years of age at the date of the application. If an applicant has formerly served upon the Fire Department of the City and has resigned from the Department at a time when there were no charges of misconduct or other misfeasance pending against the applicant, within a period of two (2) years next preceding the date of the application, and is a resident of the City or the area authorized by City Charter, then the applicant shall be eligible for reinstatement at the discretion of the City. The applicant, providing the former term of service justifies, may be reappointed to the Fire Department without examination other than a physical examination. If an applicant is reinstated to the Fire Department, the applicant shall be the lowest in rank in the Department next above the probationers of the Department.

(D) Minimum Passing Grade; Probationary Period; Termination of Employment

The minimum passing grade for numerically scored entry level examinations shall be at least seventy (70). Seventy (70) shall designate the applicant's demonstration of the minimum acceptable level of performance on the individual or cumulative selection procedures, or both. Newly-hired members of the Department shall serve a probationary period from date

SENIORITY AND PROMOTION - Continued

of hire until six (6) months after completion of the Michigan Fire Fighters Training Council Fire Fighter II course. In the event an employee has completed the required training prior to employment with the Warren Fire Department, the probationary period shall be six (6) months from date of hire. At any time during the probationary period, an appointee may be dismissed for cause, in the manner provided in Act 78, Public Acts of 1935, as amended. If at the close of this probationary term the conduct or capacity of the probationer has not been satisfactory to the appointing officer, the probationer shall be notified within ten (10) days, in writing, that he or she will not receive permanent appointment, whereupon his or her employment shall cease. Otherwise, his or her retention in the service shall be equivalent to final appointment.

(E) Recruitment

(1) It is the policy of the City of Warren to recruit and hire the most qualified person for fire fighter positions, without regard to race, selected from a broad pool of applicants, and to comply with all provisions of State and Federal equal employment opportunity laws.

(2) Announcements for all fire fighter employment opportunities shall continue to be posted in appropriate public buildings including, but not limited to, City Hall and all public buildings where applications for employment are distributed or collected.

(3) All walk-in applicants shall continue to be apprised of all fire fighter employment opportunities (if any) existing at the time of application.

(4) All notices of employment opportunities for fire fighter positions shall continue to be published locally, as well as in the Detroit News and/or Detroit Free Press.

(5) The Michigan Employment Security Commission shall remain a recruitment source, and notices of employment opportunities shall be forwarded to this source in all appropriate instances where it may provide potential applicants.

SENIORITY AND PROMOTION - Continued

(6) All notices of employment opportunities for fire fighters shall continue to be forwarded to various Fire Fighting Training Centers.

(7) All announcements, notices, and advertisements regarding fire fighter employment opportunities shall, among other things, continue to state that the City of Warren is an equal opportunity employer, is seeking qualified applicants for employment without regard to race.

(8) The City shall maintain records regarding recruitment and hiring practices with respect to fire fighter positions, including all applications and test results. Records reflecting the following information with regard to all applicants filing an application with the City shall be maintained if voluntarily supplied: name, race, mailing address, date of application, and if tested, the date (s) of test administration and test results, e.g., pass/fail, if not hired the reason for non-selection and the position to which assigned.

(F) Recruitment Application Procedure

An application form must be filled out by all applicants to obtain pertinent information relative to the applicant's education, training, experience and other facts needed in determining the applicant's fitness for service in the City. The City will establish the manner in which applications may be made and procedures for notifying applicants of the acceptance or rejection for employment or appointment to participate further. The City may, for cause, reject an application from any candidate which does not clearly show that the applicant fully possesses the established minimum qualifications for admission to the examination.

(G) Requirements for Fire Positions

(1) Minimum Qualifications

- (a) Citizenship: A citizen of the United States.
- (b) Residence: Must establish Warren residence within one (1) year of date of hire.

SENIORITY AND PROMOTION - Continued

- (c) Age: Must have passed twenty-first (21st) birthday by the closing date for accepting applications.
- (d) Driver's License: Possession of a valid Michigan operator's or chauffeur's license without restrictions applying to time, area, special mechanical control devices or condition (except corrective lenses).
- (e) Physical Examination: Shall pass a physical examination and psychological evaluation within the guidelines established by the City, as modified by current law.
- (f) Education: High school diploma or equivalent G.E.D. At the time the eligibility list is certified, preference points will be added to the passing minimum composite score as follows:

1 Point - Certificate in Fire Science from an accredited college or university.

2 Points - Associate or higher degree in Fire Science from an accredited college or university.

Maximum Allowable Preference Points: 2

(2) State Certification or License: Applicants shall possess an Emergency Medical Technician (E.M.T.) License from the Michigan Department of Health at the date of hire.

(3) Causes for Automatic Disqualification: Conviction of a misdemeanor violation(s) or civil infraction(s) may serve as the basis for disqualification. The applicant's total record will be evaluated considering the pattern of violations, the seriousness, the surrounding circumstances, the number and recency of violations. The convictions noted below will be cause for automatic disqualification:

- (a) Conviction of felony.
- (b) Lost driving privilege through suspension or revocation of license due to an unsatisfactory driving record as defined by the Michigan Department of State driver's license point system.

Exception: Those applicants who have maintained a driving record free of license suspension or revocation and free from any moving violation convictions for two (2) years prior to taking the written examination

SENIORITY AND PROMOTION - Continued

and until the applicant receives appointment to an academy may receive acceptance.

- (c) Conviction of driving while license was suspended or revoked during the four (4) years prior to taking the written examination or any time prior to the applicant receiving appointment to an academy.
 - (d) Conviction of driving while under the influence of alcohol or drugs or while ability was impaired during the four (4) years prior to taking the written examination or any time prior to the appointment to an academy.
 - (e) Two (2) or more convictions of reckless driving during the four (4) years prior to taking the written examination and until the applicant receives appointment to an academy.
 - (f) Conviction or civil infraction determination of three (3) or more moving violations during the two (2) years prior to taking the written examination and until the applicant receives appointment to an academy.
 - (g) Accumulated eight (8) or more points on the driving record during the two (2) years prior to taking the written examination and until the applicant receives appointment to an academy.
 - (h) A record of two (2) or more traffic accidents each resulting in a moving violation conviction or a civil infraction determination during the two (2) years prior to taking the written examination and until the applicant receives appointment to an academy.
- (4) Other Causes for Disqualification
- (a) That the applicant, as determined by a physical examination, is not free from defects, deformity, or diseases that might incapacitate the applicant from the performance of the duties of the position sought.
 - (b) That the applicant is a habitual user of alcohol or an illegal user of any controlled substance.
 - (c) That the applicant has been dismissed from the public service for delinquency or misconduct.
 - (d) That the applicant has made a false statement of a material fact, or practiced or attempted to practice a deception or fraud in the application, in the examination or in security eligibility.

SENIORITY AND PROMOTION - Continued

(H) Veterans' Preference

Under the provisions of Act 190, Public Acts of 1965, MCLA 35.61, MSA 4.1488(1) et seq., which defines a "Veteran" for the purposes of credit under the Veterans' Preference Act, Act 205, Public Acts of 1897, MCLA 35.401, MSA 4.1221 et seq., a veteran is "... a person, who served in the active military forces, during a period of war or who received the armed forces expeditionary or other campaign service medal during an emergency condition and who was discharged or released therefrom under honorable conditions."

The above definition of "Veteran" requires that the person must have served in the active military service and have been honorably discharged. Further, the person must have:

- (1) Served during a period of war, or
- (2) Served during an emergency condition and received either the "armed forces expeditionary medal" or "other campaign service medal."

Any applicant claiming "Veteran's" status must establish receipt of the medals either by notation on his DD214 or official government document evidencing same.

One (1) preference credit point shall be added to the final passing composite score in any open competitive examination which is announced and for which an application has been accepted and all of the aforementioned requirements have been met.

(I) Examination Sequence for Fire Fighter Recruits

- (1) Acceptance of application.
- (2) Written examination.
- (3) Agility test.
- (4) Fingerprint check by the Police Department.
- (5) Oral Interview: Composed of either a five (5) member board consisting of three (3) members from outside the Department and two (2) members of the Department, or a three (3) member board consisting of two (2) members from outside the Department and one (1) member of the Department.
- (6) Background investigation.

SENIORITY AND PROMOTION - Continued

- (7) Physical examination.
- (8) Psychological evaluation.
- (9) City overall evaluation, computation of preference points and certification of applicants.

All of the above requirements must be met but not necessarily in the sequence noted above.

Section 2. Seniority

Seniority and its application shall be governed by the provisions of Act 78, Public Acts of 1935, except as provided in Section 3 below; provided, however, that references to the Fire Civil Service Commission shall not be applicable as of July 24, 1990. The City and the Union shall mutually agree upon procedures as may be necessary to implement layoffs and recalls.

Section 3. Promotions

(A) It is agreed that the promotional system for employees in the Local 1383 bargaining unit shall provide for promotions based upon seniority and reasonable qualifications as may be determined by the Fire Department after consultation with the Union.

(B) Any employee who misses the opportunity to receive training to qualify for promotion due to illness, etc., shall be provided an opportunity to receive such training as soon as practicable.

Section 4. Job Descriptions

The job descriptions of the Warren Fire Department currently in force and effect shall remain in effect. Any new job descriptions or changes in the current job descriptions shall be subject to past practices.

ARTICLE 12 - SICK LEAVE

Section 1. Fire Fighting Division

(A) Accumulation of Sick Leave Credits

(1) For purposes of this section, "sick leave day" shall mean a twenty-four (24) hour duty day.

SICK LEAVE - Continued

(2) Each employee shall accrue one (1) day of sick credit for each month of service rendered, not exceeding an aggregate of twelve (12) per calendar year.

(3) Sick leave credits may not accumulate in excess of two hundred (200) days. Provided, however, sick leave credits for employees hired after December 15, 1986 shall not accumulate in excess of sixty-five (65) days.

(B) Charge Against Credits

(1) Sick Leave: All employees shall be entitled to charge accumulated sick leave for absence from duty because of illness or legal quarantine. Sick leave may also be charged in case of serious illness in the employee's immediate family. The employee must notify the Department at least thirty (30) minutes prior to starting time when he is unable to report for duty because of illness or other reasons.

(2) Personal Leave: All employees shall be entitled to charge up to three (3) sick leave days per calendar year for personal business subject to approval of his Battalion Chief. Personal business days may be taken on a regular working day immediately before or after a vacation and may also be taken consecutively. Personal leave days may be taken in six (6) hour increments.

(3) Payment of Accumulated Bank for Employees Hired Prior to January 1, 1984: Upon death, an employee's beneficiary shall receive one hundred percent (100%) remuneration for up to one hundred twenty (120) days accumulated sick time. Upon retirement, an employee shall receive sixty percent (60%) remuneration for sick leave accumulated up to a maximum of one hundred twenty (120) days. Upon termination or resignation in good standing, an employee with five (5) or more years of service shall receive ten percent (10%) remuneration for sick leave accumulated up to a maximum of one hundred twenty (120) days.

SICK LEAVE - Continued

(4) Payment of Accumulated Bank for Employees Hired After January 1, 1984: Upon death, an employee's beneficiary shall receive one hundred percent (100%) remuneration for up to sixty-five (65) days accumulated sick time. Upon retirement, an employee shall receive eighty percent (80%) remuneration for sick leave accumulated up to a maximum of sixty-five (65) days. Upon termination or resignation in good standing, an employee with five (5) or more years of service shall receive twenty-five percent (25%) remuneration for sick leave accumulated up to a maximum of sixty-five (65) days.

(5) Physician's Statement: An absence of three (3) consecutive workdays or more shall be verified by a physician's statement before benefits will be paid under this Article.

(6) Replenishment of Credits: At the end of a calendar year, accumulated unused credits shall be carried forward but with new credits shall not aggregate in excess of two hundred (200). Provided, however, accumulated unused credits for employees hired after December 15, 1986 shall be carried forward at the end of a calendar year but with new credits shall not aggregate in excess of sixty-five (65).

Section 2. Other Divisions

The provisions of Section 1 above, insofar as applicable, apply to the other Fire Department divisions, except that such employees shall receive twelve 8-hour sick days per year credit subject to a maximum of two hundred twenty-five (225) such days. Provided, however, sick leave credits for employees hired after December 15, 1986 shall not accumulate in excess of one hundred forty (140) days. Upon death, an employee's beneficiary shall receive one hundred percent (100%) of the accumulated sick bank. Upon retirement, an employee shall receive eighty percent (80%) of his accumulated sick bank. Upon termination or resignation in

SICK LEAVE - Continued

good standing, an employee with five (5) or more years of service shall receive twenty-five percent (25%) of his accumulated sick bank.

Section 3. Relations Between Divisions

In the event an employee changes from the Fire Fighting Division to one of the other Fire Department divisions, or vice versa, his sick leave credits shall be prorated according to the 2.142 conversion factor. The employee's sick bank will be recalculated based on the principle outlined in a letter from the Labor Relations Department of March 2, 1976. Provided, however, sick leave credits for employees hired after January 1, 1984 shall be recalculated based on a maximum of sixty-five 24-hour days.

Section 4. Sick Leave Incentive Plan

(A) As of January 1 of each year, employees at their option may be paid for any or all sick time in excess of six (6) days earned for the previous calendar year subject to the following conditions:

- (1) Request must be made prior to January 31 in the year following which the days were earned.
- (2) A maximum of six (6) days shall be paid.
- (3) Payment shall be at the rate in effect when the money is drawn.
- (4) Days paid will be deducted from the employee's sick bank.
- (5) Payment of such requests will be made by the first pay in March.

(B) Absence days counted will be sick leave or personal leave days, as well as absences when sick leave is not available or is otherwise not charged to sick bank. Absences shall not include days off for union time, compensatory time, holidays, on-the-job injury, jury duty or court time, military reserve (summer camp) and funeral leave. Provided, however, an employee joining the city service prior to the beginning of the calendar year shall not be eligible for the Sick Leave Incentive Plan.

SICK LEAVE - Continued

(C) When an employee has accumulated his total maximum bank of sick days by December 31, he may cash in days under the Sick Leave Incentive Plan without having those days deducted from his sick bank. For purposes of this section, total maximum bank will be defined as follows:

- (1) Accumulation of Sick Leave Credits For Employees Hired Prior to December 15, 1986:
 - (a) Fifty-six (56) hour employees may not accumulate in excess of two hundred (200) days.
 - (b) Forty (40) hour employees may not accumulate in excess of two hundred twenty-five (225) days.
- (2) Accumulation of Sick Leave Credits For Employees Hired After December 15, 1986:
 - (a) Fifty-six (56) hour employees may not accumulate in excess of sixty-five (65) days.
 - (b) Forty (40) hour employees may not accumulate in excess of one hundred forty (140) days.

Section 5. Sickness and Accident Insurance

The City shall provide a sickness and accident insurance plan whereby employees will be provided benefits amounting to fifty percent (50%) of an employee's base pay for a maximum of fifty-two (52) weeks, which benefits shall begin on the thirtieth (30th) day of accident, hospital confinement, or sickness for employees in the Fire Fighting Division and on the twenty-second (22nd) day of accident, hospital confinement, or sickness for forty (40) hour personnel. Under this plan, employees may utilize their sick bank prior to the commencement of benefits and thereafter may utilize one quarter (1/4) of a sick day per workday of sickness and accident benefits (that is, benefits plus sick day not to exceed seventy-five percent (75%) of base pay). The employees shall have the option to use their vacation days one quarter (1/4) day at a time instead of their sick days to supplement the insurance payments.

ARTICLE 13 - PHYSICAL EXAMINATION

The City shall, at its expense, provide each employee an annual physical examination including, but not limited to,

PHYSICAL EXAMINATION - Continued

chest x-ray and electrocardiogram. Such examinations shall be scheduled as nearly as possible on the anniversary of the employee's last physical examination.

ARTICLE 14 - INSURANCE

Section 1. Surgical and Hospital Benefits

(A) All employees covered by this Agreement shall be provided with the Michigan Hospital and Medical Service Plan known as "MVF-1" with "Master Medical" and also including the following riders: D45NM, F-FC, SA-SD, PD-EL, MM-M, and MM-AL, plus the two dollar (\$2.00) prescription drug rider, or, after consultation with the Union, with any other surgical and hospital insurance carrier which provides equal benefits. Those benefits shall apply to the employee, his spouse, and his dependent children as defined in the insurance contract. Those benefits shall also apply to retired employees, their spouses, and their dependent children as defined in the insurance contract. Provided, however, that in the instance where a retired employee is provided duplicate coverage from another source, the City may discontinue such insurance coverage. The cost of those benefits is to be fully borne by the City.

(B) The Employer shall provide all employees with the ML, IMB-OB, and OPC-OPPC Blue Cross-Blue Shield riders, with the premium paid for by the City.

(C) The City agrees that any benefit improvements under this section negotiated by other City bargaining units shall be placed into effect for employees covered by this contract as soon as such benefits can be made effective following the effective date for such other unit.

Section 2. Group Health Plan

All employees covered by this Agreement shall be offered a Health Maintenance Organization Plan as an employee's option to the current Blue Cross Plan. Employees and retirees shall have the option once a year, during the open enrollment period, to have medical/hospitalization coverage set forth herein or the Health Maintenance Organization. The Employer

INSURANCE - Continued

will have no obligation to give notice regarding the open enrollment period for retirees; notification will be the obligation of the retiree. Should the cost of the Health Maintenance Organization coverage be higher than current medical/health coverage, the employee or retiree shall pay the difference.

Section 3. Eligibility Requirements of Medical Insurance Plans

The health insurance benefits provided for in this contract are subject to the terms and conditions of the medical insurance plan selected by the employee. The terms and conditions of the H.M.O.'s provided for in Section 2 and the City of Warren Medical Benefit Plan dated October 1, 1986, and the Operating Agreements which have been provided to the Union are incorporated into the contract by reference. The benefits provided by the City of Warren Medical Benefit Plan dated October 1, 1986 shall be not less than the benefits provided by the terms and conditions of the Blue Cross Plans referred to in Section 1 (A) through (C), but in the event any benefit of the City of Warren Plan is less than a benefit of said Blue Cross Plans, the City shall provide such improved benefit.

Section 4. Effective Date of Medical Insurance Coverage

Effective with the signing date of this contract, employees hired before the 25th of the month shall receive medical insurance coverage on the 1st of the following month. Employees hired on or after the 25th of the month shall receive medical insurance coverage on the 1st of the second month following date of hire, subject to the terms and conditions of the plans as provided in Section 3 above.

Section 5. Life Insurance With Double Indemnity Feature

Employees shall be provided with a death benefit plan or life insurance plan which shall contain accidental death and dismemberment coverage features. The full premium cost is to be borne by the Employer. The basic coverage shall be twenty thousand dollars (\$20,000) for all employees from date of hire.

INSURANCE - Continued

Section 6. Retirees

A three thousand dollar (\$3,000) policy shall be provided for employees who retire in the future at no cost to the retirees.

Section 7. Dental Insurance

All employees shall be covered by a 75/25 Delta dental insurance program, or its equivalent, whereby the City pays the premium for such plan.

ARTICLE 15 - ON-THE-JOB INJURY

The City will pay the difference between any workers' compensation award and injured employee's base pay up to a maximum of six (6) months. Extensions of payments as provided in this Article may be made upon approval by the City Council.

ARTICLE 16 - ADVISORY INSURANCE COMMITTEE

An Advisory Insurance Committee shall be established with one (1) representative appointed by Local 1383. The Committee shall meet once per month. This Committee shall receive complaints concerning health insurance, sickness and accident insurance, dental insurance, and workers' compensation and make recommendations where warranted.

ARTICLE 17 - AGENCY

Any employee who is not a union member and who does not make application for membership shall, as a condition of employment, pay to the Union a service fee equivalent to the Union's regular monthly dues. Employees who fail to comply with this requirement within thirty (30) days shall be discharged by the Employer.

ARTICLE 18 - GRIEVANCE AND ARBITRATION

Section 1. Grievance Procedure

A grievance shall be interpreted to be an employee complaint as to the interpretation and application of the provisions of this Agreement, or a violation of common health

GRIEVANCE AND ARBITRATION - Continued

or safety standards, or discharge, or discipline without just cause. In instances where several employees are aggrieved, one shall be selected as spokesman for the group in the processing of the grievance. Provided, however, that employee complaints regarding the application of departmental rules and regulations may also be submitted and processed through Step 3 of the grievance procedure.

Step 1. If an employee considers that he has a grievance, the matter shall be resolved promptly in the following manner. The employee and unit representative shall discuss the grievance with the employee's immediate supervisor.

Step 2. The unit representative shall forward the grievance, together with his recommendation, to the Union Grievance Committee, which committee must within ten (10) calendar days of the incident giving rise to the grievance or knowledge of its occurrence reduce the grievance to writing and may submit said grievance to the Fire Commissioner and Battalion Chief. The Commissioner and/or his designated representative(s) shall discuss the grievance with the Grievance Committee and the aggrieved employee within five (5) calendar days of its receipt and shall respond to the Grievance Committee in writing within five (5) calendar days of such discussion.

Step 3. If the grievance is not resolved in Step 2, it shall be presented by the Union Grievance Committee to the City Labor Relations Director within five (5) calendar days of the decision rendered in Step 2. The Labor Relations Director and/or his designated representative(s) shall discuss the grievance with the Union Grievance Committee and the aggrieved employee within seven (7) calendar days of its receipt and shall render a written answer within ten (10) calendar days of such discussion.

Step 4. If the grievance is not satisfactorily adjusted in the last preceding step, either party may, within sixty (60) days, in writing, request arbitration and the other

GRIEVANCE AND ARBITRATION - Continued

party shall be obliged to proceed with arbitration in the manner hereinafter provided. The parties shall attempt to agree upon an impartial arbitrator. If they cannot so agree within seven (7) calendar days of the request for arbitration, the party requesting arbitration shall promptly thereafter file a Demand For Arbitration with the American Arbitration Association or the Federal Mediation and Conciliation Service at its option. The expense of the arbitrator shall be borne 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. His determination shall be final and binding on the parties and affected employees, but he shall not have the power to alter or modify the terms of this Agreement.

Any grievance not answered by the City within the time limits established in the grievance procedure or extended by mutual agreement may be advanced to the next step by the Union by written appeal within the proper time limit after the answer is due.

Section 2. Curtailment of Services

The Union recognizes the right of the City to curtail, in the interest of economy, Fire Department services within the sole discretion of the City. The City recognizes the possibility that curtailment of services may result in increased duties being placed upon personnel retained and acknowledges that an unreasonable claim of duties to be performed is a proper subject of a grievance procedure as set forth in this Article.

Section 3. Processing Grievances

Grievance Committee members may investigate and process grievances during working hours without loss of pay. The Grievance Committee shall consist of the Union President, Unit Representative, and Chairman of the Bargaining Committee.

GRIEVANCE AND ARBITRATION - Continued

Section 4. Union's Duty of Fair Representation

Any grievance that either (a) Is not processed, or (b) Is disposed of in accordance with this grievance procedure, shall be considered settled, and such settlement shall be final and binding upon the City, the employee or employees involved, the Union and its members.

The Union shall, in the redress of alleged violations by the City of this Agreement or other agreements supplementary hereto, be the exclusive representative of employees or groups of employees covered by this Agreement, and only the Union shall have the right to assert and press against the City in any judicial or adjudicatory proceeding any claim or action asserting a violation of the Agreement.

No employee or former employee shall have any right under this Agreement on the basis of or by reason of any claim that the Union or any union officer or representative has authority or discretion to act or not to act under the terms of this Agreement.

ARTICLE 19 - DUE PROCESS

Section 1. Discipline

No employee shall be removed, discharged, reduced in rank or pay, suspended or otherwise punished, except for just cause and in no event until he has been furnished with a written statement of the charges and the reasons for such action by the Fire Commissioner.

All charges shall be void unless filed within sixty (60) calendar days of the occurrence of the alleged violation or within sixty (60) calendar days after the City reasonably should have known of the occurrence of the alleged violation.

Section 2. Appeal

Any employee aggrieved by such removal, discharge, suspension, or reduction in rank or pay or otherwise punished may seek relief through the Grievance Procedure outlined in Article 17 of this Agreement by going immediately to Step 3.

DUE PROCESS - Continued

Section 3. Stay of Penalty

(A) Any employee who files a grievance in accordance with Section 2 above shall be retained on normal active duty and not disciplined until the grievance procedure, including arbitration, has been exhausted, except in cases where a substantial basis exists for concluding that an employee might endanger other workers or Employer's property, or the employee cannot properly perform his work. Discharge shall not be subject to the stay of penalty clause provided herein. In the case of discharge, the parties agree to the following expedited arbitration procedure for the hearing of such case.

(B) A maximum of four (4) arbitrators will be selected by mutual agreement of the parties. Each arbitrator selected will be notified of his selection and of the procedures outlined in Paragraphs (C), (D) and (E) below. Each will be asked to indicate acceptance or rejection of the appointment. If any arbitrator rejects an appointment (or a vacancy occurs on the Panel), a replacement will be selected by mutual agreement.

Either party may at any time strike a name from the Panel; this striking privilege may not be exercised if the arbitrator in question has been asked to hear a pending case. If an arbitrator is removed from the Panel, the parties will select a replacement within a reasonable time.

(C) The names of the members of the Panel ("Panelists") will be placed in an alphabetical list. When the first grievance subsequent to the adoption of this procedure is submitted to expedited arbitration, the first Panelist on the list will be asked to be the arbitrator for that grievance, and specifically will be asked whether he can schedule a time within one hundred twenty (120) days of the request, which is acceptable to both parties, to hear the case. If not, the second Panelist, and subsequent Panelists until one is available, will be asked to be the arbitrator, and specifically will be asked whether he can schedule a time within one hundred

DUE PROCESS - Continued

twenty (120) days of the request, which is acceptable to both parties. The first available Panelist shall be the arbitrator for the grievance. By mutual agreement of the parties the hearing may be scheduled at a time beyond the one hundred twenty (120) days specified above.

(D) If no member of the Panel is able to schedule a time within one hundred twenty (120) days of the request, the parties may choose to agree to a later date which a Panelist is able to schedule. If the parties do not agree to arbitration by a Panelist at a later date, they may choose a mutually acceptable arbitrator who is not a Panelist. If the parties are unable to choose a mutually acceptable arbitrator within fifteen (15) calendar days, the procedure for the selection of an arbitrator as described in the Agreement shall be utilized.

(E) When the second grievance subsequent to the adoption of this procedure is submitted to expedited arbitration, the first Panelist to be asked to be the arbitrator for that grievance shall be the Panelist in the position on the list following the Panelist who heard the first grievance. If the first grievance was heard by a non-Panelist, then the first Panelist to be asked to be the arbitrator shall be the first Panelist on the list. Thereafter, the selection process shall proceed as in Paragraphs (C) and (D).

ARTICLE 20 - WORK RULES

The City may establish reasonable work rules and changes therein after consultation with the Union.

ARTICLE 21 - MAINTENANCE OF CONDITIONS

Section 1. Maintenance of Conditions

(A) Wages, hours, and conditions of employment in effect at the execution of this Agreement shall, except as improved herein, be maintained during the term of this Agreement. No employees shall suffer a reduction in benefits as a consequence of the execution of this Agreement.

MAINTENANCE OF CONDITIONS - Continued

(B) The Union does not intend that "Maintenance of Conditions" be used to interfere with the City's right, and indeed obligation, to train, equip and direct its Fire Department. The purpose of "Maintenance of Conditions" is to protect the Union and its members from any arbitrary, unreasonable, or discriminatory application and/or change in statutory terms and conditions of employment. The Union will not use it to impede legitimate management decisions.

Section 2. Unilateral Changes Prohibited

The City shall make no unilateral changes in wages, hours, and conditions of employment during the term of this Agreement.

Section 3. Relation to Existing Regulations

This Agreement shall supersede any departmental regulations inconsistent herewith. Insofar as any provision of this Agreement shall conflict with any resolution of the City, appropriate action shall be taken by the City to give effect to the terms of this Agreement.

Section 4. Table of Organization

(A) Should any vacancy occur in a position, the City shall fill that position forthwith. The City shall not deny employment to any prospective employee on the basis of his or her relationship to any employee, elected or appointed official, and it shall appoint the eligible candidate numerically listed on the eligibility list.

(B) The City will not be compelled to fill budgeted positions at the entrance level until the budget can absorb the benefits outlined under Article 10, Section 4, of the collective bargaining agreement.

(C) The Fire Department shall, at its expense, expose all new recruits to the recommended Michigan Fire Fighters Training Council Fire Fighter II course through the Department's training division (or some other authorized facility).

MAINTENANCE OF CONDITIONS - Continued

Since the Union and the City both recognize the need, desire and necessity of such a program, hiring at the entrance level outlined in Paragraph (B) above will be shortened for no more than a period of three (3) weeks, or extended, to accommodate the availability of an academy. The City further agrees that at no time will a certified eligible list be allowed to expire while there are budgeted vacancies on the Fire Department.

It is the Fire Department's responsibility to notify the Union in writing when academies are available through Department training and/or in the Tri-County area.

ARTICLE 22 - LEAVES OF ABSENCE

Section 1. Eligibility Requirements

Employees shall be eligible for leaves of absence after their probationary period is completed.

Section 2. Application for Leave

Any request for a leave of absence shall be submitted, in writing, by the employee to his immediate supervisor, who shall transmit same through regular channels to the Commissioner or an official designated to act in his absence. The request shall state the reason for the leave of absence and the length of time of same.

Any request for leave of absence shall be answered, in writing, within seven (7) days. Requests for immediate emergency leaves, such as family sickness or death, shall be answered before the end of the shift on which the request is submitted.

Any voluntary leave of absence granted under this section shall be without pay, without benefits, and the employee shall not accrue seniority while on such leave. A person on a leave of absence shall return to work at the expiration of his leave, or may return to work prior to the expiration of his leave, with thirty (30) days written notice.

LEAVES OF ABSENCE - Continued

A leave shall be granted for up to twelve (12) months, except in the case of an employee appointed to the position of Fire Commissioner the leave shall be for the duration of the appointment. An employee shall not be eligible to take another leave of absence for two (2) years after returning from a leave of absence. Annuity withdrawal is not available to an employee on a leave of absence.

Section 3. Paid Leaves

Jury Duty:

(A) Any member of the bargaining unit who is called to serve as a juror, and does so serve in either a civil or criminal trial, in any court of Michigan, including the Federal District Courts, shall be granted a paid leave of absence.

(B) An employee who works fifty-six (56) hours, consisting of twenty-four (24) hour shifts, who is regularly scheduled to work the day before his scheduled jury duty is to begin, shall be released at 7:30 p.m. the day before his jury duty begins.

(C) When the employee's duty as a juror is ended, and he is released by the court, the employee will report back to work at the beginning of his next regular shift.

(D) In addition to accruing seniority while on any paid leave of absence granted under the provisions of this Agreement, the employee shall be returned to the position he held at the time the paid leave of absence was requested.

(E) Juror fees are to be turned over to the Controller's Office.

(F) Mileage fees may be retained by the employee.

Section 4. Unpaid Leaves

(A) Any employee who enters into active service in the armed forces of the United States while in the service of the Employer shall be granted a leave of absence for the period of his military service in accordance with the Veterans' Preference Act.

LEAVES OF ABSENCE - Continued

(B) Any employee who is a member of a reserve forces of the United States or of this State who is ordered by the appropriate authorities to attend a training period or perform other duties under the supervision of the United States or this State for a fifteen (15) day period (commonly referred to as summer camp) shall be granted a leave of absence during the period of such activity. The difference in salary that the employee would have earned with the City and that which he earns during the training period will be paid by the City for that fifteen (15) day period only; provided, however, the difference in salary will be paid by the City only once each year.

ARTICLE 23 - FUNERAL LEAVE

(A) In the event of death of one of the following listed relatives of an employee, the employee shall be entitled to leave without loss of pay to attend the funeral and the immediate two prior calendar days for a period not to exceed three (3) calendar days:

Sister	Daughter-in-law
Brother	Grandparents on both sides
Mother-in-law	Grandchildren
Father-in-law	Sister-in-law
Son-in-law	Brother-in-law

If the funeral services are to be held at a place located three hundred (300) miles or more from the City of Warren, two additional calendar days shall be allowed for leave without loss of pay for a total of five (5) calendar days without loss of pay.

(B) In the event of death in the immediate family of an employee, the employee shall be entitled to leave without loss of pay for a period not to exceed seven (7) calendar days from the time of death. The immediate family of an employee is defined as follows:

Mother	Children
Father	Stepchildren
Husband	Stepmother
Wife	Stepfather

FUNERAL LEAVE - Continued

(C) For purposes of this Article, the first calendar day shall start at 7:30 a.m. for the Fire Fighting Division and at 8:00 a.m. for the other divisions.

ARTICLE 24 - UNIFORM ALLOWANCE

Section 1. Hazardous Duty Goods

The City shall furnish all hazardous duty goods required for employees.

Section 2. Uniform Allowance

The City shall furnish all new employees the entire initial work uniform to include the following:

- 2 Long Sleeve Work Shirts
- 2 Short Sleeve Work Shirts
- 4 Work Trousers
- 1 Belt
- 1 Pair of Work Shoes
- 1 Windbreaker
- 1 Hydrant Jacket
- 1 Little Chief's Jacket
- 1 Knit Cap
- 1 Pair of Black Leather Gloves
- 1 Black Tie
- 1 Fire Fighter's Hat

On July 1 immediately following the new employee's hiring date, the employee shall receive a prorated amount equal to the annual allowance divided by the number of months since the employee's date of first hire.

The City, in addition, shall allot each fifty-six (56) hour employee in subsequent years two hundred fifty dollars (\$250.00) per year as a work uniform allowance. Fifty-six (56) hour personnel shall not be required to own and maintain a dress uniform, however, they shall be required to have an officer's cap and a Little Chief's jacket with tie. This section shall not apply to the Battalion Chiefs.

Effective July 1, 1989, forty (40) hour personnel and all Battalion Chiefs shall receive a dress uniform allowance of three hundred seventy-five dollars (\$375.00) per year, and an annual cleaning allowance of four hundred dollars (\$400.00) shall also be provided to said employees. This allowance shall be paid by the 15th day of each December. Payment to forty

UNIFORM ALLOWANCE - Continued

(40) hour personnel shall be prorated in the event that an employee is off duty for at least sixty (60) workdays during any benefit year. Payments to fifty-six (56) hour personnel shall be prorated in the event that an employee is off duty for at least thirty (30) workdays during any benefit year. For the purposes of this section, the term "benefit year" shall refer to the twelve (12) months immediately prior to the payment date of such allowance.

Effective July 1, 1990, the City shall allot each fifty-six (56) hour employee in subsequent years three hundred dollars (\$300.00) per year as a work uniform allowance.

Effective July 1, 1990, forty (40) hour personnel and all Battalion Chiefs shall receive a dress uniform allowance of four hundred dollars (\$400.00) per year, and an annual cleaning allowance of four hundred fifty dollars (\$450.00) shall also be provided to said employees.

Effective July 1, 1991, the City shall allot each fifty-six (56) hour employee in subsequent years three hundred fifty dollars (\$350.00) per year as a work uniform allowance.

Effective July 1, 1991, forty (40) hour personnel and all Battalion Chiefs shall receive a dress uniform allowance of four hundred fifty dollars (\$450.00) per year, and an annual cleaning allowance of five hundred dollars (\$500.00) shall also be provided to said employees.

The City shall furnish employees transferred into Inspection, Training, Emergency Medical Service (40-hour), and Apparatus the entire initial work uniform to include the following items:

Inspection, Training, and E.M.S. (40-Hour)

2 Dress Shirts
2 Pair of Dress Pants
1 Dress Sport Coat
1 Dress Overcoat
1 Pair of Coveralls

Apparatus

2 Navy Blue Shirts
2 Pair of Coveralls

UNIFORM ALLOWANCE - Continued

Provided, however, that in the event an employee transferring into one of the foregoing divisions has accumulated credit in his clothing allowance bank, the cost of the work uniforms shall be deducted from such bank.

Employees shall be provided with a purchase requisition as of July 1 of each year that they may use to obtain their uniforms from a designated uniform supplier. Uniforms are to be obtained on the employee's own time. The source, style, and color of the work uniform are to be determined by the Employer. In the event of a change in such work uniform, an employee shall not be required to exceed his present clothing balance for the purpose of meeting the requirements of said change. Any money not spent during a fiscal year shall be allowed to accumulate.

ARTICLE 25 - FOOD ALLOWANCE

(A) Employees in the Fire Fighting Division who work twenty-four (24) hour duty days shall receive five hundred seventy-five dollars (\$575.00) as an annual food allowance payable twice a year, three hundred dollars (\$300.00) on the first payroll check in December and two hundred seventy-five dollars (\$275.00) on the first payroll check in June.

Effective July 1, 1990, employees in the Fire Fighting Division who work twenty-four (24) hour duty days shall receive six hundred twenty-five dollars (\$625.00) as an annual food allowance payable twice a year, three hundred twenty-five dollars (\$325.00) on the first payroll check in December and three hundred dollars (\$300.00) on the first payroll check in June.

Effective July 1, 1991, employees in the Fire Fighting Division who work twenty-four (24) hour duty days shall receive seven hundred dollars (\$700.00) as an annual food allowance payable twice a year, three hundred fifty dollars (\$350.00) on the first payroll check in December and three hundred fifty dollars (\$350.00) on the first payroll check in June.

FOOD ALLOWANCE - Continued

(B) Upon separation of employment, an employee will be entitled to receive a prorated food allowance payment.

(C) The City shall provide and maintain a microwave oven at each fire station in the City.

ARTICLE 26 - PENSION

(A) As provided in Chapter 16, Section 16.1 of the Warren City Charter, all employees shall be covered by Act 345 of the Public Acts of 1937, as amended. The annuity factor for employees retiring shall be 2.50% for each year of service for the first twenty-five (25) years and 1.00% for each year thereafter. Final average compensation shall continue to be computed upon the average of the three (3) years of highest annual compensation received by a member during his ten (10) years of service immediately preceding his retirement or leaving service. Final average compensation shall include base wage, cost of living allowance, overtime, longevity, holidays, education allowance, food allowance, payments for accumulated sick and vacation time and any other compensation which is received by an employee each year for work done in that year. Final average compensation shall not include payments for accumulated vacation time and cleaning allowance for employees hired after January 1, 1984.

(B) Employees shall be entitled to "buy back" military service credit as permitted under Act 345 of the P.A.'s of 1937, as amended. Maximum to be up to six (6) years credit. For the purposes of computing the amount of time allowed to be purchased, the 15th day of the month shall be the cutoff day for the purchase of an additional month of service. Employee payment into system to be five percent (5%) of his full-time compensation subject to the following rules:

(1) Employees who were hired after November 7, 1977 to be allowed three (3) years from date of hire to exercise this option.

(2) Repayment to pension system to be made within three (3) years through monthly payroll deductions.

PENSION - Continued

(3) The City reserves the right to make its pension contribution over the same number of years as the employee.

(4) In no event will the City institute increased pension payments resulting from military service credit until the entire service credit is paid in full.

Employees shall have until December 31, 1990 to exercise their option to buy back military service credit as provided herein. Effective January 1, 1991, employees who have not exercised their option to buy back military service time may buy back prior military service time at the actual cost as determined by the Retirement System's actuary without cost to the City.

(C) Employees shall be entitled to "buy back" prior city service time for purposes of accumulating years of service toward retirement. This "buy back" option may be exercised in the same fashion as military time "buy back". This option must be exercised by December 31, 1990. Repayment to the pension system shall be made within three (3) years of exercising the "buy back" option through monthly payroll deductions. Employee payment into system to be five percent (5%) of his full-time compensation.

Effective January 1, 1991, employees who have not exercised their option to buy back time may buy back prior City of Warren service time at the actual cost as determined by the Retirement System's actuary without cost to the City. Provided, however, that such service time shall be limited exclusively to employment with the City which was of a full-time nature and for which the employee was a member of the City's Retirement System.

(D) Employees shall be entitled to "buy back" prior fire service time for purposes of accumulating years of service toward retirement. This "buy back" option may be exercised in the same fashion as military time "buy back". Repayment to

PENSION - Continued

the pension system shall be made within three (3) years of exercising the "buy back" option through monthly payroll deductions. Employees may buy back prior fire service time at the actual cost as determined by the Retirement System's actuary without cost to the City. It is understood by both parties that prior fire service is limited to service for which the employee was paid as a full-time fire fighter.

(E) It is understood that if service credit is purchased under Sections (B), (C) and/or (D) above, a total combination of the number of years of military service, prior city and/or fire service credit to be purchased shall not exceed six (6) years.

(F) It is expressly understood that the Employer shall pay any increased costs incurred as a result of the retirement benefits provided in this Article. Effective retroactive to July 1, 1986, the contributions made by employees shall be reduced from five percent (5%) to three percent (3%). The employee contributions, as of July 1, 1987, shall be reduced from three percent (3%) to one percent (1%). The City shall begin reimbursing the Retirement System for the above employee contributions upon the next regular annual actuarial evaluation.

(G) Optional Annuity Withdrawal: All members of the bargaining unit shall have the right to elect to receive on the effective date of their service retirement a partial or total refund of their accumulated contributions. If a member makes such an election, the annuity payable under any retirement option shall be reduced proportionately. Such optional annuity withdrawal is intended to give each employee the right to immediately withdraw upon retirement all or part of the employee's accumulated contributions subject to the following provisions:

(1) If a member makes such an election, the retirement allowance shall be reduced to reflect the value of the employee contribution (annuity) withdrawn.

PENSION - Continued

(2) The Police and Fire Retirement Commission shall utilize the monthly interest rate reflecting current market conditions as published by the Pension Benefit Guarantee Corporation (PBGC) to be used as the assumed rate of investment return in calculating the forfeited benefits upon annuity withdrawal.

(3) The optional annuity withdrawal shall accrue to all members of the bargaining unit who become eligible for retirement under the provisions of Act 345.

(4) If a member retires before twenty-five (25) years of actual service through the use of military service, prior city and/or fire service credit, that member shall not be entitled to withdraw the amount contributed to buy back such military, prior city and/or fire time. Provided, however, members shall be entitled to withdraw any portion of the amount contributed to buy back such military, prior city and/or fire time in excess of twenty-five (25) years.

(5) An employee electing annuity withdrawal shall have the option to defer receipt of the withdrawal amount for up to one (1) year from the effective date of his retirement. However, notice of such election must be made at the time of the employee's original retirement application.

(H) The parties agree that the de facto operation of the Retirement System for the employees of the City of Warren, since at least July 1, 1986, consists of a defined benefit plan, commonly referred to as a pension plan and a defined contribution plan, commonly referred to as an annuity plan which plans have been treated by the parties to this Agreement and the Board of Trustees of the Retirement System as qualified plans under the provisions of the Internal Revenue Code. The parties will continue the qualified status of the two plans within the Pension Trust Fund and agree to take action which may be required by Internal Revenue Service rules and regulations and the tax laws to maintain qualified plan status

PENSION - Continued

of the defined benefit plan (pension plan) and the defined contribution plan (annuity plan) under Section 401(a) or any other applicable Section of the Internal Revenue Code. The parties will request, and cooperate with, the Board of Trustees to apply for qualified plan status determination letters for each (i.e., the pension and annuity) of the plans of the Retirement System. It is agreed that, other than additional administrative and processing costs, the actions required by the City pursuant to this Section shall not result in additional costs to the Employer or the Pension Fund. It is further agreed that the provisions set forth herein shall not result in diminution or loss of any employee benefits under the Pension Trust Fund.

(I) If a member on a disability pension dies but has failed to elect an option prior to age fifty-five (55) or before regular retirement, the surviving spouse shall receive a reduced actuarial pension (as defined under Option I, MCLA 38.556(1)(h) notwithstanding the retiree's death. Notwithstanding Section 6 or any predecessor to Section 6, and subject to Subsection (2), the remarriage of a surviving spouse, as of July 1, 1990, shall not render the surviving spouse ineligible to receive a pension described in Section 6 (1)(i) or a duty-death pension described in Section 6 (2)(a).

(J) The service requirement for non-duty death benefits shall be ten (10) years of service.

(K) Any member of the bargaining unit may, not earlier than five (5) years prior to eligibility for retirement, move from the City of Warren. Any member of the bargaining unit exercising the right to move from the City of Warren shall notify the City in writing at least ninety (90) days before moving from the City of Warren. An employee exercising the above option shall not use a city vehicle for transportation to and from his residence.

(L) Effective July 1, 1989, an ending June 30, 1993, the cost of health insurance for retirees shall be paid

PENSION - Continued

by the Retirement System, subject to the provisions of P.A. 201 of 1968, from earnings in excess of the amount needed to credit the actuarially assumed rate of the total reserves, utilizing the same actuarial assumptions that are used to calculate the "Employer contribution requirement," including the reserve for employees' contributions, the reserve for Employer contributions, the reserve for retired benefit payments and the reserve for undistributed investment income. In the event such amounts are insufficient to pay the cost of health insurance for retirees, then the same shall be paid for by the City out of its General Funds, or such other funds as are available to it. Retirees shall continue to receive all health insurance benefits as currently detailed in Article 14.

(M) Effective July 1, 1991, all retirees of the Fire Department, or their beneficiary if the retiree is deceased, whose pension is below the equivalency of forty percent (40%) of a full-paid Fire Fighter's salary shall receive two hundred dollars (\$200.00) cost of living adjustment per year. One-half (1/2) of such payment shall be made on the pension check received in December and one-half (1/2) on the pension check received in June of each year. On July 1 of each year, any cost of living adjustments made in the previous year will be added to the retiree's pension and divided into twelve (12) equal payments.

Effective July 1, 1992, all retirees of the Fire Department, or their beneficiary if the retiree is deceased, whose pension is below the equivalency of forty percent (40%) of a full-paid Fire Fighter's salary shall receive one hundred twenty-five dollars (\$125.00) cost of living adjustment per year. One-half (1/2) of such payment shall be made on the pension check received in December and one-half (1/2) on the pension check received in June of each year. On July 1 of each year, any cost of living adjustments made in the previous year will be added to the retiree's pension and divided into twelve (12) equal payments.

ARTICLE 27 - EDUCATION AND TRAINING

(A) The City shall provide a tuition reimbursement program whereby employees shall be reimbursed for college credits in courses relating to fire fighting.

(B) Any member who has attained a Bachelor Degree in Fire Science with five (5) years of service in the Fire Department shall receive the sum of five hundred fifty dollars (\$550.00) per year payable the first pay of August.

(C) Any member who has attained an Associate Degree in Fire Science with five (5) years of service in the Fire Department shall receive the sum of four hundred dollars (\$400.00) per year payable the first pay of August.

(D) Any member who has attained a Certificate in Fire Science with five (5) years of service in the Fire Department shall receive the sum of two hundred dollars (\$200.00) per year payable the first pay of August.

(E) Members who attain a Bachelor Degree, an Associate Degree or a Certificate and/or five (5) years of service after the August pay date and before the end of the calendar year shall receive their first such payment in January.

(F) Upon retirement, death or separation of employment, an employee shall be entitled to receive a prorated educational incentive payment of one twelfth (1/12) of the annual payment for each completed month of service since last payment.

(G) The City and the Union shall agree on which courses constitute "fire-related courses."

ARTICLE 28 - EMERGENCY MEDICAL SERVICE

Section 1. Purpose

The parties desire to improve the Emergency Medical Service (E.M.S.) and to develop a long-range program which will ensure the efficient and effective operation of the E.M.S.

Section 2. A.E.M.T. Rate

(A) Fire Fighter A.E.M.T., Sergeant A.E.M.T., Lieutenant A.E.M.T., Captain A.E.M.T. and Chief of E.M.S.

EMERGENCY MEDICAL SERVICE - Continued

shall receive the rates established for such classifications as set forth in Exhibit A of this Agreement. These rates shall remain in effect for the period during which the respective A.E.M.T. maintains an A.E.M.T. license.

(B) Refusal to participate in the E.M.S. Program on a permanent or temporary basis will result in the forfeiture of the A.E.M.T. specialty rate.

Reestablishment of the A.E.M.T. specialist rate will be based upon Department needs.

Section 3. Permanent Manning

Officers and Fire Fighters will be removed from E.M.S. Units when A.E.M.T. Officers and/or Fire Fighters are available for assignment to such Units. The minimum assigned Officer complement of a Medic Squad shall be one (1) Captain A.E.M.T. and two (2) Lieutenant A.E.M.T.'s. Each E.M.S. Medic Squad and/or Life Support Unit shall operate at all times with a minimum of three (3) personnel, including one (1) Officer. Two (2) of the three (3) personnel on active duty shall be A.E.M.T.'s, except in the case of a community disaster declared by authorized public officials.

In the event there are not sufficient Captain and Lieutenant A.E.M.T.'s to man the Medic Squad Units, the Captain and Lieutenant positions will be filled by the senior Captain or Lieutenant E.M.T. (Basic). If the senior Captain or Lieutenant is not a Basic E.M.T., the position will be filled by the next senior Basic E.M.T. Officer, who will receive out-of-classification pay.

The Department will conduct Basic and Advanced E.M.T. classes as soon as possible and allow the required amount of Officers and Fire Fighters needed to fill vacancies to attend.

Section 4. E.M.S. Training

(A) Fire Fighters shall receive initial E.M.S. and E.M.T. training during normal duty hours and may be assigned to a forty (40) hour schedule while engaged in such training.

EMERGENCY MEDICAL SERVICE - Continued

(B) All members of the E.M.S. program shall promptly forward to the Chief of E.M.S. copies of all continuing education credits received in connection with Michigan Department of Health re-licensure as an A.E.M.T. employee participation requests shall be coordinated through the Chief of E.M.S.

(C) All members hired after December 15, 1986 shall as a condition of employment maintain a Michigan Department of Public Health Basic Emergency Medical Technician License.

(D) The City shall, at its expense, provide all training necessary to acquire and maintain licenses for the E.M.S., including the cost of all tuition, fees, books and licenses.

ARTICLE 29 - MUTUAL AID

As directed by the Act 312 arbitration award dated January 20, 1971, the City of Warren hereby continues the understanding reached in prior agreements whereby the City agrees to meet with bargaining representatives of the Union before entering into any future mutual aid pacts for the purpose of discussing and evaluating the provisions of such proposed pacts.

As further directed in the aforementioned award, "the City agrees to meet with bargaining representatives of the Union before changing existing mutual aid pacts."

In addition, in the event that it appears that a participating city is unable to fulfill its responsibilities under a mutual aid pact, the City agrees to meet with union representatives to discuss the problem.

ARTICLE 30 - GENERAL

Section 1. Separability

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

GENERAL - Continued

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 judgment or decree no appeal has been taken within the time provided therefor, 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. Nondiscrimination

It is the policy of the City and the Union that the provisions of this Agreement be applied to all employees covered by this Agreement without regard to race, color, religion, age, sex, national origin, political belief or activity, marital status or handicap. Any claims of violation of this policy may be processed as a grievance.

Section 3. Proration of Benefits

As provided, employees shall receive "prorated" benefits upon separation of employment in the amount of one twelfth (1/12) of the annual payment for each completed month of service since the last payment. A month of service shall be deemed completed when the employee remains on the payroll through the 15th day of the month.

Section 4. Distribution of Agreement

A copy of this Agreement shall be distributed to each employee. The cost of printing such copies shall be shared equally by the City and the Union.

ARTICLE 31 - DURATION

Section 1. Duration

This Agreement shall extend to and expire on June 30, 1993.

Section 2. Retroactivity

The wage schedule set out in Exhibit A shall take effect retroactive to July 1, 1989. All other monetary gains derived by the enactment of this contract shall be retroactive to July 1, 1989, except as provided otherwise herein.

DURATION - Continued

Section 3. Future Negotiations

The parties agree that commencing no later than March 1, 1993, they will undertake negotiations for a new Agreement for a succeeding period.

Section 4. 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 thirty (30) days written notice.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives on this 10th day of January, 1991.

CITY OF WARREN

LOCAL 1383 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, also known as WARREN PROFESSIONAL FIRE FIGHTERS ASSOCIATION, AFL-CIO


Ronald L. Bonkowski
Mayor


James Ward
Bargaining Committee Chairman


Carmella Sabaugh
City Clerk


William A. Blondheim

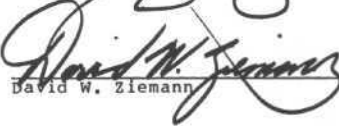

Richard Fox
Controller


Jack D. Dewhurst


William J. Wajnski
Fire Commissioner


Terry P. Jettke


Michael Smith
Personnel Director


David W. Ziemann


Diane M. Stephens
Labor Relations Assistant

EXHIBIT A

	<u>7/1/89</u>	<u>7/1/90</u>	<u>7/1/91</u>	<u>7/1/92</u>
Hired Prior to December 15, 1986:				
Fire Fighter				
Induction	27,657	29,023	30,474	31,388
6 Months	28,328	29,721	31,207	32,143
1 Year	29,006	30,426	31,947	32,905
2 Years	30,354	31,828	33,419	34,422
3 Years	31,853	33,387	35,056	36,108
4 Years	34,789	36,441	38,263	39,411
Fire Fighter w/Squad and Tiller				
Induction	28,348	29,749	31,236	32,173
6 Months	29,036	30,464	31,987	32,947
1 Year	29,731	31,187	32,746	33,728
2 Years	31,113	32,624	34,255	35,283
3 Years	32,649	34,222	35,933	37,011
4 Years	35,659	37,352	39,220	40,397
Fire Fighter w/Engine and Ladder				
Induction	29,040	30,474	31,998	32,958
6 Months	29,744	31,207	32,767	33,750
1 Year	30,456	31,947	33,544	34,550
2 Years	31,872	33,419	35,090	36,143
3 Years	33,446	35,056	36,809	37,913
4 Years	36,528	38,263	40,176	41,381
Fire Fighter A.E.M.T.				
Induction	30,423	31,925	33,521	34,527
6 Months	31,161	32,693	34,328	35,358
1 Year	31,907	33,469	35,142	36,196
2 Years	33,389	35,011	36,762	37,865
3 Years	35,038	36,726	38,562	39,719
4 Years	38,268	40,085	42,089	43,352
Fire Sergeant	38,268	40,085	42,089	43,352
Fire Sergeant A.E.M.T.	42,095	44,094	46,299	47,688
Fire Department Mechanic				
Entry	36,528	38,263	40,176	41,381
6 Months	37,398	39,174	41,133	42,367
1 Year	38,268	40,085	42,089	43,352
Assistant Master Mechanic	42,095	44,094	46,299	47,688
Fire Inspector				
Entry	38,268	40,085	42,089	43,352
6 Months	40,181	42,089	44,193	45,519
1 Year	42,095	44,094	46,299	47,688
Fire Lieutenant	42,095	44,094	46,299	47,688
Fire Lieutenant A.E.M.T.	46,305	48,503	50,928	52,456
Fire Captain	46,305	48,503	50,928	52,456
Fire Captain A.E.M.T.	50,936	53,353	56,021	57,702
Master Mechanic	46,455	48,653	51,086	52,619
Chief of Training				
Entry	40,181	42,089	44,193	45,519
1 Year	44,199	46,298	48,613	50,071
2 Years	48,620	50,928	53,474	55,078

EXHIBIT A - Continued

	<u>7/1/89</u>	<u>7/1/90</u>	<u>7/1/91</u>	<u>7/1/92</u>
Chief of E.M.S.				
Entry	42,095	44,094	46,299	47,688
1 Year	46,305	48,503	50,928	52,456
2 Years	50,936	53,353	56,021	57,702
Deputy Fire Marshal	46,305	48,503	50,928	52,456
Fire Marshal	50,936	53,353	56,021	57,702
Battalion Fire Chief	50,936	53,353	56,021	57,702
Deputy Fire Chief	53,483	56,021	58,822	60,587
Fire Chief	56,030	58,688	61,622	63,471
Hired After December 15, 1986:				
Fire Fighter				
Induction	19,863	20,918	21,964	22,623
Upon Completion of Probation	23,269	24,460	25,683	26,453
1 Year	25,573	26,856	28,199	29,045
2 Years	27,876	29,251	30,714	31,635
3 Years	30,181	31,648	33,230	34,227
4 Years	32,484	34,043	35,745	36,817
5 Years	34,789	36,441	38,263	39,411
Fire Fighter w/Squad and Tiller				
Induction	20,360	21,441	22,513	23,188
Upon Completion of Probation	23,851	25,072	26,326	27,116
1 Year	26,212	27,527	28,903	29,770
2 Years	28,573	29,982	31,481	32,425
3 Years	30,936	32,439	34,061	35,083
4 Years	33,296	34,894	36,639	37,738
5 Years	35,659	37,352	39,220	40,397
Fire Fighter w/Engine and Ladder				
Induction	20,856	21,964	23,062	23,754
Upon Completion of Probation	24,432	25,683	26,967	27,776
1 Year	26,852	28,199	29,609	30,497
2 Years	29,270	30,714	32,250	33,218
3 Years	31,690	33,230	34,892	35,939
4 Years	34,108	35,745	37,532	38,658
5 Years	36,528	38,263	40,176	41,381
Fire Fighter A.E.M.T.				
Induction*	19,863	20,918	21,964	22,623
Upon Completion of Probation*	23,269	24,460	25,683	26,453
1 Year*	25,573	26,856	28,199	29,045
2 Years	30,664	32,176	33,785	34,799
3 Years	33,199	34,813	36,554	37,651
4 Years	35,732	37,447	39,319	40,499
5 Years	38,268	40,085	42,089	43,352

* Fire Fighters licensed as Advanced Emergency Medical Technicians (A.E.M.T.'s) with less than two (2) years of service shall receive ten percent (10%) above their base rate of pay once assigned to a Life Support Unit.

NOTE: Pay rates effective July 1, 1991 and July 1, 1992 do not include cost of living "fold in" as provided for in Article 7, Section 5(C).

EXHIBIT B

WORK SCHEDULE

The work schedule of employees shall be, for the Fire Fighting Division, as prescribed by Act 125, Public Acts of 1925, as amended by Act 115, Public Acts of 1965, as amended, and shall average fifty-six (56) hours per week over a twelve (12) week period as follows' "A continuous cycle of twelve (12) days with three (3) platoons alternating."

(Example)

Commencing at 12:00 midnight:

Day 1: 7.5 hours off 16.5 hours on	Day 7: 7.5 hours on 16.5 hours off
Day 2: 7.5 hours on 16.5 hours off	Day 8: 7.5 hours off 16.5 hours on
Day 3: 7.5 hours off 16.5 hours on	Day 9: 7.5 hours on 16.5 hours off
Day 4: 7.5 hours on 16.5 hours off	Day 10: 24 hours off
Day 5: 24 hours off	Day 11: 24 hours off
Day 6: 7.5 hours off 16.5 hours on	Day 12: 24 hours off
	Day 13: Repeat Day 1

The other divisions and personnel that are on a forty (40) hour week shall work that week on an eight (8) hour day, five (5) day week as follows:

First Shift -- 8:00 a.m. to 4:00 p.m.

Second Shift -- 4:00 p.m. to 12:00 midnight

Third Shift -- 12:00 midnight to 8:00 a.m.

LETTER OF UNDERSTANDING
COMPUTER-AIDED DISPATCH

This Letter of Understanding entered into this 10th day of January, 1991, by and between the CITY OF WARREN (hereinafter referred to as the "City") and LOCAL 1383, WARREN PROFESSIONAL FIRE FIGHTERS ASSOCIATION (hereinafter referred to as the "Union") as follows:

Computer-Aided Dispatch shall be an open issue for good faith bargaining, subject to Act 312 arbitration if not resolved, if necessary, about the impact upon wages, hours, or terms and conditions of employment, concerning components of the City's decision to implement a "computerized, civilianized dispatch system," including the issue of the "enhanced 911 feature" prior to the implementation of the Department's decision.

CITY OF WARREN

LOCAL 1383, WARREN PROFESSIONAL
FIRE FIGHTERS ASSOCIATION

BY 

BY 

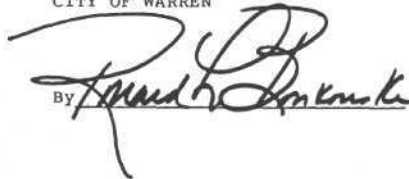
LETTER OF UNDERSTANDING
SUBSTANCE ABUSE PROGRAM

This Letter of Understanding entered into this 10th day of January, 1991, by and between the CITY OF WARREN (hereinafter referred to as the "City") and LOCAL 1383, WARREN PROFESSIONAL FIRE FIGHTERS ASSOCIATION (hereinafter referred to as the "Union") as follows:

In the negotiations just completed the City and the Union have agreed to develop a Substance Abuse Program for all members of the fire service. The parties will meet and develop the exact policies and procedures to be used for this program and determine in what way the results will be used. Both parties agree the terms of this agreement will not take effect until the policies and procedures are mutually agreed upon.

CITY OF WARREN

LOCAL 1383, WARREN PROFESSIONAL
FIRE FIGHTERS ASSOCIATION

By  By 