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6/30/93

AGREEMENT
BETWEEN
THE CITY OF WOODHAVEN
AND
THE WOODHAVEN FIREFIGHTERS ASSOCIATION
JULY 1, 1990 .

Woodhaven, City of

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A G R E E M E N T

Agreement entered into by and between the City of Woodhaven, Michigan hereinafter referred to as the "City"; and the Woodhaven Firefighters Association, also known as the Woodhaven Firefighters, Company 25, hereinafter referred to as the "Association."

PURPOSE AND INTENT

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

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

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

ARTICLE I

DEFINITIONS

- A. The City of Woodhaven is the employer.
- B. The Association includes the officers and representatives of the Association who are members of the Woodhaven Firefighters, Company 25.
- C. Employee means an employee of the Fire Department.
- D. Member means a member of the Association.
- E. Employer means the City of Woodhaven.
- F. The masculine pronouns and relative words herein used shall be read as if written in plural and feminine if required under the circumstances and individuals involved and is not intended to be discriminatory in any fashion.

- G. "Days" shall mean the days of the week other than, Saturdays, Sundays or a holiday, unless specifically provided otherwise in this contract.

ARTICLE II

RECOGNITION

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

ARTICLE III

MANAGEMENT RIGHTS

SECTION 1. GENERAL

The City has the sole right to manage the Fire Department, including the right to maintain order and efficiency, and this right may be delegated in accordance with the provisions of the City Charter and the City Ordinances.

The City has the sole right to hire, lay off, assign and transfer members, to appoint or promote members to positions within the Department; to suspend, demote, discharge or take other disciplinary action against employees for just cause.

The Association recognizes other rights and responsibilities belonging solely to the City, prominent among which, but by no means wholly inclusive, are the rights to determine the location and the number of stations, the manner in which the stations are to be operated, the equipment to be used, the manner in which work is to be performed, and the number and type of personnel to be employed and the assignment of their duties.

The Association recognizes the right of the City to make such reasonable rules and regulations not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety, and/or effective operations of the City's Fire Department and to require compliance therewith by the members. The Association reserves the right to question the reasonableness of the Fire Department rules and regulations through the grievance procedure.

The Fire Department rules and regulations as promulgated by the Fire Chief shall be reviewed at least once every year by the Fire Chief and a committee elected by the Association. The Association shall certify to the Fire Chief the members of the committee so elected on or before January 1 of each calendar year.

It is understood and agreed that any of the power and authority the City had prior to the making of this Agreement are retained by the City except those specifically abridged, deleted, or granted by this Agreement.

SECTION 2. PHYSICALS

The City, for the protection of itself and its employees shall have the right to require members of the Fire Department to submit to a yearly physical examination at the cost of the City. Requests to take a physical examination shall not be arbitrary or capricious.

SECTION 3. DRUG TESTS

Upon probable cause the Fire Chief may at any time an employee is on duty require the employee to submit to a blood test or such other approved test as may be available to determine if the employee has a drug abuse problem. The employee shall be given written notice stating the basis of Probable Cause. Before submitting to such test the employee must sign a consent thereto.

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

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

Upon confirmation of a positive testing the employee shall be referred to the "EMPLOYEE ASSISTANCE PROGRAM" or such other medical examiner for any evaluation of whether or not the employee is fit for duty and a recommendation of whether the employee is a fit candidate for an employee assistance program.

The "Multiple Resources Center" is hereby approved as a rehabilitation center until further notice from the City.

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

Failure to take such test as requested or to give the notice provided for in this section may result in disciplinary action which could include suspension or such other action, including discharge, as the case may warrant. The employee shall have the right to grieve any disciplinary action that may be taken.

This section shall not operate to abridge any rights granted to the Association by law.

SECTION 4. CITY ELECTIONS CANDIDATES

It is understood that any member of the Association who shall file in a primary for public office in the City of Woodhaven shall be placed on a leave of absence without pay until such time as he ceases to be a candidate for public office in the City of Woodhaven.

ARTICLE IV

ASSOCIATION SECURITY

SECTION 1. ASSOCIATION EXCLUSIVE REPRESENTATION

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

SECTION 2. EXCLUSION FROM BARGAINING TEAM

Any person who is a member of any other bargaining unit of the City shall not be allowed to be a member of the bargaining team of the Association.

SECTION 3. MEMBERSHIP OF CITY ELECTED OFFICIALS

Any member of the Association elected to City public office shall suspend his membership in the Association for the period of time he holds such public office.

ARTICLE V

ASSOCIATION DUES AND SERVICE FEES

SECTION 1. DUES WITHHOLDING

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

SECTION 2. REFUNDS

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

SECTION 3. LIABILITY FOR COLLECTIONS

The City shall not be liable to the Association by reason of requirements of this Agreement for remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees. Also the employer shall not be liable for dues from an employee who does not receive wages for any particular month. The City shall neither be required to deduct Association dues and service fees nor pay to the Association any partial dues or assessments on behalf of its employees.

SECTION 4. NEW EMPLOYEES - DUES

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

SECTION 5. HOLDHARMLESS

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

ARTICLE VI

STRIKES AND LOCK OUTS

SECTION 1. STRIKES

During the life of this Agreement the Association shall neither cause a strike, nor permit its members to cause a strike. No member of the Association shall take part in a strike, or any concerted effort to diminish the quality or quantity of work performed by members of the Association. In the event of any violations of this article, the City shall take immediate disciplinary action against the employees found to be in violation of this article.

SECTION 2. LOCK OUTS

The City shall not lock out the employees of the Fire Department during the term of the Agreement.

ARTICLE VII

EMPLOYEE RIGHTS

SECTION 1. ASSOCIATION ACTIVITIES

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

SECTION 2. ASSOCIATION WORK

Not more than two (2) members of the Association appropriately designated to perform Association work shall be placed on the run sheet for a period of not less than one (1) hour for any run they miss while fulfilling their responsibilities at contract bargaining sessions, grievance processing or the administration of this Agreement with the City; no employee shall be entitled to be placed on the run sheet if he was immediately released to respond to the Fire Department tone.

SECTION 3. BULLETIN BOARDS

The City shall furnish a bulletin board in each Fire Hall for the use of employees to post Association notices and information pertaining to the Fire Department. These bulletin boards, or any Association communication posted thereon, shall not be disturbed by any official of the City. The President of the Association or his designee shall be responsible for content of the matter posted on said bulletin boards.

SECTION 4. MEETING PLACE

The City shall allow the Association to schedule Association meetings for its members on Fire Department property. Such meetings shall not be disruptive of the duties of the employees or the efficient operations of the Department.

SECTION 5. OTHER SKILLED WORK

No employee shall be required to do special work, usually performed by a skilled tradesman, by way of example, but not limited to, work performed by an electrician, plumber, carpenter, or painter. The ordinary housekeeping as presently performed, maintenance of the grounds and equipment, such as painting of equipment and general housekeeping repairs, shall continue. Ordinary housekeeping functions will be maintained.

SECTION 6. HYDRANT DUTY

All hydrant painting, weed cutting and pumping will be done by members of the bargaining unit. Those employees performing hydrant duty shall be compensated at a Firefighter's rate of pay. Each member of the bargaining unit shall accept hydrant duty on a rotating basis. Members shall be allowed to arrange to have other members of the bargaining unit take their turn at hydrant duty.

ARTICLE VIII

CHAIN OF COMMAND

CITY OF WOODHAVEN STATION 25

FIRE CHIEF

:

DEPUTY CHIEF

:

ASSISTANT CHIEF

:

: :

CAPTAIN STA. I

CAPTAIN STA. II

: :

LIEUTENANT STA. I

LIEUTENANT STA II

: :

SERGEANT SERGEANT SERGEANT
STATION I

SERGEANT SERGEANT
STATION II

: :

ALL LOWER RANKS

ALL LOWER RANKS

When officers of equal rank are on duty, the officer with the most time within the respective rank shall be in command unless otherwise designated by the Fire Chief.

ARTICLE IX

INSURANCE

SECTION 1. LIFE INSURANCE

The City shall provide each member life insurance in the principal sum of \$25,000.00. The insurance policy provided by the City shall be equal to or shall provide better benefits than the Hartford Policy No. VP 340131, which policy is currently in force. The principal sum of said policy shall be amended to reflect the provisions of this section.

SECTION 2. ACCIDENTAL MEDICAL INSURANCE

The City shall provide each member accidental medical insurance and heart & circulatory insurance in the principal sum equaling \$25,000.00.

SECTION 3. COPY OF POLICIES

The City, shall provide copies of the policies of insurance referred to in Sections 1 and 2 of this Article upon employment and/or whenever policies changes.

ARTICLE X

DISPATCHING

SECTION 1. QUALIFICATIONS

All members of the Woodhaven Fire Department are eligible for dispatching, provided the following requirements are met:

1. Firefighter I
2. Medical first responder certification or greater. In the absence of medical first responder training, an advance first aid card and CPR will suffice.
3. One year of service with the Department
4. Dispatchers training class

SECTION 2. DISPATCHING COMPENSATION

Members of the Department who are dispatching or placed on contingency standby shall earn \$6.00 per hour on and after July 1, 1990; and \$6.25 an hour on and after July 1, 1991; and \$6.50 an hour on and after July 1, 1992

ARTICLE XI

WAGES

SECTION 1. WAGES PER HOUR

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

SECTION 2. WAGE SCALE

CLASSIFICATION	PERIOD BEGINNING 7-1-90	PERIOD BEGINNING 7-1-91	PERIOD BEGINNING 7-1-92
PROBATIONAL	\$5.75	\$6.00	\$6.25
FIREFIGHTER	7.20	7.45	7.70
SERGEANT	7.45	7.70	7.95
LIEUTENANT	7.70	7.95	8.20
CAPTAIN	7.95	8.20	8.45
ASSISTANT CHIEF	8.20	8.45	8.70
DEPUTY CHIEF	8.20	8.45	8.70

SECTION 3. HOURLY INCREMENTS

Pay for all standby time (per calendar day: 0000-2359) shall be paid in one (1) hour increments, as in the Michigan State Police Fire Reporting System, (M.F.I.R.S.) FM-18a, and the City of Woodhaven Fire Department E.M.S. report. Additional hours will be paid in one (1) hour increments in accordance with past practices.

SECTION 4. STANDBY PAY

All members of the Department who report for standby duty shall be compensated for not less than one (1) hour at the rate of pay for their classification. The Fire Chief or the Officer-in-Charge of the emergency shall determine if the standby Fire fighters and officers are to be released. No standby compensation will be paid after a release of standbys has been ordered.

Each tone issued by the Fire Department shall constitute a separate emergency. In the event additional manpower is required, those reporting for the emergency shall be compensated for not less than one (1) hour.

All members of the Department who report for a tone, who do not go on a run on a Department vehicle shall do general maintenance, hose cleaning or other housekeeping duties until the run is completed.

All members of the Department who go on a run shall participate in preparing the vehicles and equipment used for the next run, which shall include the cleaning of hoses and equipment.

SECTION 5. INSTRUCTORS PAY

Instructors approved and assigned by the Fire Chief to instruct classes shall be paid their hourly rate for all off-duty training, except when paid by other source.

SECTION 6. E.M.T. CERTIFICATE PREMIUM

All employees who hold a current state certified E.M.T. Certificate who respond to a tone for a rescue or fire run, where the ambulance makes the run, shall be entitled to a premium pay as follows of \$0.50 per hour on and after July 1, 1990; \$0.75 on and after July 1, 1991; and \$0.75 on and after July 1, 1992, in addition to the rate of pay for their classification.

SECTION 7. COMPENSATION FOR HOURS MISSED FROM REGULAR EMPLOYMENT

The City shall pay a Firefighter for hours missed from his regular full time employment for any emergency declared by the Fire Chief if the employer will not pay his wages for the time missed. The pay for said hours shall be based only on his base wage with his regular employer.

In the event a Firefighter is on a run which would extend into the normal work period with his regular full time employer, and he is requested by the Fire Chief or the officer in command of the run, to remain with the run and he remains with the run, he shall be paid for the time missed from his regular full time employment at the rate of his base wage with his regular employer.

SECTION 8. COURT TIME

In the event a firefighter is subpoenaed to appear on behalf of the City of Woodhaven Fire Department in accordance with his duties he shall receive pay in accordance with his Fire Department rank for the number of hours spent including travel time to and from the court.

SECTION 9. ATTENDANCE AT RUNS

All members of the Department are required to report for a minimum of 30% of the runs made during any given quarter. Employees in classifications of Sergeant and above shall be required to report for a minimum of 35% of the runs during any given calendar quarter. In the event that a member shall fail to comply with this provision the Fire Chief shall review the member's attendance at runs for purposes of disciplinary action. Runs occurring during scheduled vacations of seven (7) days or greater shall not be counted against the employee provided prior notification was given. Runs missed because of incapacitating illness or injury shall not be held against the employee provided notification is received within 48 hours.

SECTION 10. CREDIT FOR RUNS DURING DEPARTMENT REQUIRED FUNCTIONS

Employees shall be added to the run sheet for all runs they miss because of Department required functions such as, but not limited to, physicals or meetings and excludes shift work.

SECTION 11. LIST OF RUNS

The city shall provide a list of all runs that have occurred during the previous month.

SECTION 12. DEFERRED COMPENSATION PROGRAM

Employees shall be eligible to participate in the City's Deferred Compensation Pay Plan in the same manner and under the same rules as are uniformly applied to all City employees.

ARTICLE XII

REPLACEMENT OF PERSONAL PROPERTY

The City will compensate any member who has any personal clothing, glasses, watch or ring ruined or damaged while on an emergency call for the reasonable value of same, provided:

- A. Proof of purchase or other suitable evidence of ownership is submitted to the Fire Chief.
- B. Proof of damage is submitted to the Fire Chief within three (3) days of the occurrence.
- C. This provision is subject to a limit of \$150.00 per occurrence. Compensation for the loss will be paid upon approval and recommendation of the Fire Chief and approval by the City Council.

ARTICLE XIII

UNIFORMS AND GEAR

The City will provide, for the use of its employees in the Fire Department the following:

1. One (1) work uniform will be issued to each member upon employment in the Fire department, and a new one (1) shall be issued upon completion of the probationary period. One (1) dress uniform will be issued after two years of service with the Department. After initial issue, uniforms will issued upon approval by the Fire Chief or his designee. Used, worn, or ruined uniforms are required to be turned in. All replacements will be made at the Chief's discretion.
2. The City will furnish all necessary gear for Fire work.
3. The City will furnish and maintain all goods provided for employees such as: helmets, turnout gear, and safety equipment determined necessary by the administration.

ARTICLE XIV

FURNISHINGS

The City will provide, for the use of its Fire Department employees, the following:

1. Locker for the personal use of each member.
2. One (1) bed for the duty man in accord with past practice.
3. Kitchen, dayroom equipment, utensils, chairs, stoves and similar items.
4. A television set and the upkeep of same.
5. Each member shall be issued two (2) sheets, one (1) pillow case and one (1) blanket. These items shall be of a washable type and the responsibility of the member for cleanliness.

ARTICLE XV

TRAINING

SECTION 1. DRILL COMPENSATION

Effective July 1, 1991, employees shall be paid at their regular rate of pay for all "in Station" drills. Employees will be paid in the month following their attendance at these drills.

Employees are required to attend a minimum of 3 drills per calendar quarter in those calendar quarters in which 5 drills are conducted. Employees are required to attend a minimum of 4 drills per calendar quarter in those calendar quarters in which 6 drills are conducted.

Employees failing to attend the required number of drills in a calendar quarter may be disciplined. Employees failing to attend the required number of drills in three calendar quarters in any two year period may be disciplined.

SECTION 2. CREDIT FOR RUNS DURING TRAINING

Employees shall be added to the drill sheet or run sheets for all runs they miss because of "out of City training or mandated training," such as, but not limited to, the following: E.M.T. school, E.M.T. refresher courses, seminars, Firefighter training classes, etc.

SECTION 3. PRIOR APPROVAL OF TRAINING

Neither credit will be given nor benefits shall be paid for training which was not approved or authorized in advance by the Fire Chief.

SECTION 4. DRILLS - MAINTENANCE OF EQUIPMENT

Drills shall not include general maintenance, cleaning of hoses or other housekeeping duties. Exception: Equipment used in the drill shall be cleaned and made ready for a run. Hoses used in the drill shall be cleaned and dried and made ready for a run.

SECTION 5. DRILL SHEETS

The City shall post a copy of each drill sheet for the employee's review for verification of attendance.

ARTICLE XVI

WORKER'S DISABILITY COMPENSATION

SECTION 1. BENEFITS

Each member of the Association who shall be injured while in employment with the City Fire Department shall be entitled to benefits under the Worker's Disability Compensation act of the State of Michigan.

SECTION 2. STATE AVERAGE WEEKLY WAGE

The state average weekly wage rate as determined for the year in which the injury occurred pursuant to Section 355 shall apply.

SECTION 3. SUPPLEMENT BENEFIT

The City agrees to pay to an employee who is injured while in the employment of the City Fire Department, who is receiving weekly benefits under the worker's disability compensation act of the State of Michigan, the difference between the amount received under the act and the state average weekly wage rate as determined in Section 2., above. Provided however, no supplement will be paid to an employee who does not have regular full time employment elsewhere.

ARTICLE XVII

SENIORITY AND PROMOTIONS

SECTION 1. CONDITIONS RELATIVE TO PROBATIONARY STATUS

Probationary status of new employees shall continue for a period of six (6) months from the time they can respond. A person can respond if they are certified as Firefighter I or E.M.T. Probationary employees shall be entitled to all rights and benefits under this Agreement during probationary status. In the event that a probationary employee is terminated for cause, he shall have no recourse under this Agreement.

- A. No probationary employee shall be confirmed as a Firefighter until he has successfully completed the Fire Fighter I course.

An employee who has held a probationary status for a period of six (6) months must complete the requirement referred to above within a period of one (1) year after the six (6) month anniversary of obtaining probationary status, provided that classes for fulfilling the requirement have been available to the employee. The Fire Chief shall have the authority to grant reasonable extension for fulfilling the requirement for good cause shown.

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

SECTION 2. LOSS OF SENIORITY

An employee shall lose his seniority standing as follows:

1. Upon voluntary resignation.
2. Or upon disciplinary discharge from the City Fire Department if he is not reinstated under the grievance procedure provided for in this contract or by successful litigation.

SECTION 3. SENIORITY LIST

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

SECTION 4. PROMOTION PROBATIONARY PERIOD

Employees who receive promotions to a vacant position shall have a ninety (90) calendar day probationary period. If the employee does not successfully complete his probationary period he shall return to his previously held rank. When a vacancy occurs because a person does not successfully complete a probationary period, the next person on the eligibility list shall be promoted. Once an employee has successfully completed his probationary period and then decides to give up the position, he may return to the position he formally held in the Department without loss of seniority if there is any opening in that classification. If there is no opening in the classification that the employee formerly held, he shall then move to the next lower classification where there is an opening, until such time as there is an opening in the classification which he formerly held.

SECTION 5. COMPETITIVE EXAMINATION

Vacancies within the Fire Department above the rank of Firefighter, excluding the position of Fire Chief, shall be filled by competitive examination (written and oral) from within the Department. Competitive examinations shall be administered and scored by the Michigan Municipal League. Notice of vacancies shall be posted within thirty (30) days of becoming vacated.

ARTICLE XVIII

GRIEVANCE AND ARBITRATION

SECTION 1. GRIEVANCE PROCEDURE

Should any difference, dispute or complaint arise as to the meaning or application of the provision of this Agreement, it shall be resolved in the following manner:

In the event any difference, dispute or complaint shall arise as to the meaning or application of the provisions to this Agreement, the person or persons feeling themselves aggrieved shall prior to proceeding to Step 1, of the grievance procedure request and participate in the discussion of the basis for the alleged grievance with the Fire Chief or his designee.

STEP 1. An aggrieved employee, through the Association or the Association, on behalf of one or more employees, or on its own behalf, may initiate a grievance by

submitting such grievance in writing to the Fire Chief of the Department within five (5) business days after the occurrence of the alleged grievance or within five (5) business days after the employee should have reasonably been aware that an incident occurred that gave rise to the alleged grievance. The Fire Chief shall reply in writing thereto within five (5) business days thereafter.

STEP 2. If the matter is not satisfactorily resolved in Step 1, the Association may appeal in writing to the administrative assistant within five (5) business days following the reply of the Fire Chief, or if no reply has been received from the Fire Chief, within five (5) business days following the date the reply from the Fire Chief was due or fifteen (15) business days after the date the grievance was filed. The administrative assistant shall reply in writing within ten (10) business days thereafter.

STEP 3. If the grievance is not satisfactorily adjusted in Step 2 within the time provided, unless the time therefor is mutually extended, either party may, within five (5) business days, submit to the other party in writing, its intention to arbitrate the matter. The other 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 the five (5) business days of the request for arbitration, the party requesting the arbitration shall promptly thereafter file a demand for arbitration with the federal mediation and conciliation service in accordance with its then applicable rules and regulations.

The expenses of the arbitrator, excepting the parties' own expenses, shall be borne equally by the Association and the City.

The arbitrator shall have the authority and jurisdiction to determine the propriety of the interpretations and/or application of the collective bargaining Agreement respecting the grievance in questions, but he shall not have the power to alter or modify the terms of this Agreement. The decision of the arbitrator shall be binding on the grievor, the Association and the City.

SECTION 2. ASSOCIATION EXCLUSIVE AUTHORITY

The Association shall have exclusive authority to initiate, prosecute and adjust grievances under this article.

ARTICLE XIX

MAINTENANCE OF CONDITIONS AND DURATION

SECTION 1. CONTINUATION OF BENEFITS

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 employee shall suffer a reduction in benefits as a consequence of the execution of this Agreement.

Employees shall not be permitted to repair or maintain personal vehicles upon Fire Department property.

SECTION 2. PROHIBITION OF UNILATERAL CHANGES

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

SECTION 3. COMPLIANCE WITH STATUTES

The parties agree to comply with the provisions of the Public Employee Relations Act (Act 336 of the Public Act of 1947, amended) and with Act 312 (Police Fire Arbitration Act) as it applies to this bargaining unit.

ARTICLE XX

TERM

SECTION 1. EFFECTIVE DATES OF TERM

This Agreement shall be effective as of the 1st day of July, 1990 and shall remain in full force and effect until the 30th of June, 1993.

This Agreement shall continue in effect for consecutive yearly periods after July 1, 1993, unless notice is given in writing, by either the Association or the City, to the other party, of its desire to terminate this Agreement or any part thereof, at least sixty (60) days prior to June 30, 1993, or any anniversary date thereafter.

If such notice is given, this Agreement shall terminate on July 1, 1993 or as such day the notice may indicate, or the subsequent anniversary date, as the case may be.

SECTION 2. NOTICE AS TO NEGOTIATIONS AND TERM OF AGREEMENT

The Association agrees to notify the employer in writing, sixty (60) calendar days prior to the expiration of the Agreement, of its intent to change, modify or extend this Agreement.

The City agrees to notify the Association in writing, sixty (60) days prior to the expiration of the Agreement, of its intent to change, modify or extend this Agreement.

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

The City of Woodhaven reserves the right to add to, subtract from change or modify these proposals during negotiations.

* * * * *

SIGNATURE PAGE NEXT

* * * * *

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have set their hands:

ON BEHALF OF THE
CITY OF WOODHAVEN,
WOODHAVEN, MICHIGAN

Richard C. Withey

MAYOR
RICHARD WITHEY

Karen Mazo

CITY CLERK
KAREN MAZO

David W. Flaten

ADMINISTRATIVE ASSISTANT
DAVID FLATEN

Dennis M. Andrew

FIRE CHIEF
DENNIS ANDREW

ON BEHALF OF THE
WOODHAVEN FIREFIGHTERS
COMPANY 25

James M. Kuning

PRESIDENT

Glyo E. J. J. J.

CHAIRMAN

Paul Maenli

M.N.C.

Daniel E. Kead

M.N.C.

M.N.C.

Fred Carter

M.N.C.

M.N.C.

CONCURRED IN AND RATIFIED
BY THE CITY COUNCIL OF
THE CITY OF WOODHAVEN
RESOLUTION ON:

June 18 1991

RATIFIED BY THE
ASSOCIATION ON:

June 6 1991

The following document will describe the required qualifications and the procedure for the development of a promotional eligibility list. This will apply to those positions that are governed by the contract between the City and the Association. The list will be in effect for a period of two years from the time of publishing.

Open positions will be filled from the highest person on the list within the station that has the opening. Positions are normally filled from the rank below the open position. In the event the person in the next lower rank is not eligible or fails to achieve a passing score on the written examination two consecutive times or does not wish to test, the city reserves the right to open the position to the lower position/s. If said person is eligible to test, he/she may retest with the lower ranks.

Promotional Eligibility list to the Officer Ranks.

Qualifications:

4 years of service with the department.

Licensed E.M.T. (Must maintain)

Fire Training

Sergeant	Fire Fighter 2D
Lieutenant	Fire Fighter 2D & Fire Officer I
Captain	Fire Fighter 2D & Fire Officer II

Have maintained or exceeded the 30% run requirement in three of the last four quarters. Must have attended at least 60% of the regularly scheduled drills within the last 1 years. For the position above sergeant, must have attended 60% of the officer meetings within the last one years.

May not have more than one written reprimand within the last two calendar years.

Must not be in a probationary status within current rank.

Rating Process:

Written Examination.

Must achieve a standard score of 70 on the test administered by the Michigan Municipal League.

Oral Review Board.

Will consist of 3 area Chief Officers obtained from Michigan Municipal League. Each will grade an individual on questions asked and a average taken. Each candidate will be asked the same questions. The averages will be summed together for scoring.

Seniority.

Seniority within the department shall break all ties.

Promotional Eligibility list to the Officer Ranks.
Page 2.

Sample Rating.		Points
Written Examination.	71	71
Oral Review	5 questions with a possible total of 5 points per question.	19
Total Points		<hr/> 90



POLICY NO. : 35 VP 340154

Initial Premium: \$ 1,099.65

Policyholder Name and Address

City of Woodhaven Volunteer Fire Department
21869 West Road
Woodhaven, Michigan 48183

Previous Policy No. 35VP340131

Initial Period From (Policy Date)

September 20, 1990 To September 20, 1991
Policy Period: 12 months

Producer's Name and Address	Agent Code
Lademan & Youd of Michigan One Heritage Place, Suite 200 Southgate, Michigan 48195	35-0125

Form numbers of the policy, riders and attached papers at issue: 7695(HLA) PA-3878-0 PA-6093(HLA)

Organization Name and Location: City of Woodhaven Volunteer Fire Department
21869 West Road
Woodhaven, Michigan 48183

Benefits Provided: The policy provides coverage under any one of the following benefits for each person within a class of Insured Persons, identified below and as defined on page 2, only if an amount or the word "covered" is stated for that class opposite the name of that benefit. The word "none" is entered opposite a benefit which is not provided.

		Class 1 Insured Persons	Class 2 (Junior Firemen) Insured Persons
Accidental Death and Dismemberment Benefit	Principal Sum:	\$25,000.00	None
Accident Medical Expense Benefit	Maximum Benefit:	\$25,000.00	None
Accident Total Disability Benefit	Weekly Benefit:	\$ 100.00	None
	Maximum Payment Period:	To Age 65	N/A
Accident Partial Disability Benefit		Incl.	None



This rider is to be attached to and form a part of Policy No. 35VP340154 issued to City of Woodhaven Volunteer Fire Department and to any certificates of insurance furnished in connection therewith.

- This rider is effective concurrently with the policy to which it is attached and the additional premium for this rider is included in the policy premium.
- This rider is effective _____ and the additional premium for this rider is \$ _____ covering the period from the effective date of this rider until the end of the applicable policy period. Thereafter, the additional premium for this rider will be included in the policy premium.

The following provisions are added for Class 1 Insured Persons if the premium shown above is paid when due.

SCHEDULE

Benefits Provided: Each Class 1 Insured Person is covered under the following benefits for which an amount is shown opposite the benefit. This benefit replaces any other benefits.

<u>Benefit</u>	<u>Class 1 Insured Persons</u> <u>Benefit Amount</u>
Principal Sum Benefit	Principal Amount: \$ <u>25,000.00</u>
Medical Expense Benefit	Maximum Benefit: \$ <u>500.00</u>
Total Disability Benefit	Weekly Benefit: \$ <u>100.00</u>
	Maximum Payment Period: <u>104 weeks</u>

BENEFITS

Principal Sum Benefit: We will pay the Principal Amount shown above if an Insured Person :

- (a) sustains Injury, as defined in this rider; and
- (b) dies within 100 days of the date of Emergency Duty from such Injury.

Medical Expense Benefit: We will pay the reasonable expenses incurred by an Insured Person for Treatment of Injury, as defined in this rider. Such expenses must be incurred within 52 weeks after the date of Emergency Duty.

Payments will not exceed the Maximum Benefit shown above for expenses incurred as the result of any one occurrence.

We will not pay expenses for which benefits are payable under:

- (a) Worker's Compensation Law; or
- (b) similar law.

Total Disability Benefit: We will pay the Weekly Benefit Amount for each week of an Insured Person's period of continuous total disability. Such period of continuous total disability must:

- (a) begin within 30 days after the date of Emergency Duty; and
- (b) result from Injury, as defined in this rider, which requires the care of a legally qualified physician other than the Insured Person.

Periods of less than one week will be pro-rated.

We will not pay this benefit:

- (a) after the number of weeks in the period of continuous Total Disability exceeds the Maximum Payment Period stated in this benefit; and
- (b) when a Weekly Benefit is payable under the Accident Total Disability Benefit in the policy.

With respect to the benefits in this rider:

Emergency Duty means the fighting of a fire or responding to any other emergency call for the Policyholder.

Injury means a heart or circulatory malfunction if:

- (a) the first symptoms of such malfunction are medically diagnosed:
 - (1) while the Insured Person is covered under the policy; and
 - (2) within 24 hours of the Emergency Duty;
- (b) the Insured Person is under age 65; and
- (c) the Insured Person has not:
 - (1) been medically diagnosed that he has; or
 - (2) received any medical treatment for;a heart or circulatory malfunction within 5 years prior to the date of the Emergency Duty.

Treatment means:


- (a) necessary medical or surgical treatment, services or supplies; or
- (b) necessary hospital, nursing and ambulance services.

Total disability means the complete inability of the Insured Person to perform each and every duty of his or her regular occupation.

In all other respects the provisions and conditions of the policy and certificates remain the same.

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY
Hartford, Connecticut


B. Gardner, Secretary


R. S. Lackey, President

Countersigned by _____

Licensed Resident Agent

IMPORTANT LIMITATIONS, EXCLUSIONS AND DEFINITIONS

ACCIDENT COVERAGES

Accidental Death and Dismemberment—To be covered, loss must occur within 365 days of the accident. If more than one loss results from the same accident, the maximum benefit payable will be the lesser of: a) the sum of the benefits payable for the multiple losses; or b) the Principle Sum.

Accident Medical Expense—To be covered, the first expense must be incurred within 26 weeks of accident, and the last expense within 7 years. The Company will pay all reasonable expenses.

Weekly Income For Total Disability—To be covered, total disability must begin within 30 days of accident, be continuous, and require the care of a legally qualified physician.

Weekly Income For Partial Disability—To be covered, partial disability must begin within 30 days of accident, or immediately following a period of total disability for which benefits are payable. The partial disability must be continuous.

Permanent Total Disability Rider—To be covered, injury resulting in permanent total disability must be sustained prior to age 60.

Heart or Circulatory Malfunctions—To be covered for heart or circulatory malfunctions, the first symptoms must be medically diagnosed within 24 hours after the insured has participated in the fighting of a fire or other emergency duty. The insured must be under 65 years of age, and not within 5 years prior to participating in the fighting of a fire or other emergency duty, received medical treatment for, or been advised that he/she has a heart or circulatory malfunction.

SICKNESS COVERAGES

Influenza, La Grippe or Pneumonia—To be covered, the first symptoms must be medically diagnosed within 7 days after having participated in the fighting of a fire or other emergency duty.

Contagious and Infectious Disease Benefit—To be covered, the first symptoms must be medically diagnosed within 30 days from the insured person's exposure to the disease. Contagious or infectious disease shall not mean influenza, La Grippe, pneumonia, or common colds.

POLICY EXCLUSIONS

The Volunteer Firefighters Blanket Accident Policy does not cover loss contributed to or caused by:

- ◆ Sickness or disease except pus-forming infections occurring as the result of an accidental wound; however, this exclusion will not apply to any benefits specifically applicable to sickness, if provided in the policy.
- ◆ War or act of war, whether war is declared or not.
- ◆ Accidents occurring while in or on an aircraft, except while a passenger in or on an aircraft operated by a passenger airline on a regularly scheduled passenger trip over its established route.
- ◆ Intentionally self-inflicted injury, suicide, or suicide attempt (whether sane or insane).

DEFINITIONS

Reasonable Expenses means fees and prices which do not exceed those generally charged for similar medical care in the local area where received by the insured person.

If an insured person is injured or becomes sick and such loss is compensable under any Workers' Compensation Act or similar law, medical benefits under this plan of insurance are not applicable, unless the insured person agrees to reimburse The Hartford for medical benefits provided for treatment of the injury or sickness from any Workers' Compensation award which may be or has been collected.

This policy is renewable from term to term, subject to the consent of the Company.

This brochure explains the general purpose of the insurance described, but in no way changes or affects any such policy as actually issued.

David,

This information was on the application for this coverage & may contain info not in the policy.

Samela

Injury means bodily injury of an Insured Person which results directly and independently of all other causes from accident which occurs while participating in a Covered Activity.

Loss resulting from sickness or disease, or medical or surgical treatment therefore, except pus-forming infection which occurs through an accidental wound is not considered as resulting from injury.

On when used with reference to any conveyance (land, water or air), means in or on, boarding or alighting from the conveyance.

We, our or us means the Hartford Life and Accident Insurance Company.

COVERED ACTIVITIES

- A. This policy covers each Class 1A and Class 1B Insured Person while:
 1. at a fire, traveling to or returning from a fire, at a fire drill, at a parade or at a test or trial of any fire-fighting apparatus; or
 2. participating in, or attending as a volunteer member of the Organization, (but not as a paid driver or employee) any other regularly approved, supervised activity of the Organization; or
 3. riding on Organization apparatus traveling to or returning from a fire drill, a parade, or a test or trial of any fire-fighting apparatus.

B. This policy covers each Class 2 Insured Person while actually on duty under the direct supervision of the Fire Chief or other authorized official of the Organization.

The term "apparatus" includes a private passenger automobile furnished by the Organization for the transportation of the Fire Chief or other official of the Organization.

EXCLUSIONS

The policy does not cover any loss, disability or expenses incurred for or as the result of:

- a) intentionally self-inflicted injury, suicide or, attempted suicide;
- b) war or any act of war, whether war is declared or not;

- c) an accident occurring while on any aircraft, except while a passenger on an aircraft operated by a passenger airline on a regularly scheduled passenger trip over its established route.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

If more than one loss is suffered in any one accident, the maximum benefit payable will be the lesser of:

- a) the sum of the benefits payable for the multiple losses; or
- b) the Principal Sum.

We will pay the sum shown opposite the loss, if injury of an Insured Person results in any of the following losses within 365 days after the accident.

The amount of the Principal Sum is determined in the Schedule by the Class to which the Insured Person belongs at the time of accident.

For Loss of:

Life	The Principal Sum
Both Hands or Both Feet	
or Sight of Both Eyes.....	The Principal Sum
One Hand and One Foot.....	The Principal Sum
Either Hand or Foot and	
Sight of One Eye.....	The Principal Sum
Speech and Hearing.....	The Principal Sum
One Arm or One Leg.....	Three-Quarters of the Principal Sum
Speech or Hearing.....	One-Half of the Principal Sum
Either Hand or Foot.....	One-Half of the Principal Sum
Sight of One Eye	One-Half of the Principal Sum
Thumb and Index Finger	One-Quarter of
of Either Hand	the Principal Sum
One Thumb.....	One-Twentieth of the Principal Sum
Each Joint of Finger	One One-Hundredth
or Toe.....	of the Principal Sum

WORK UNIFORMS

- 2 - LIGHT BLUE SHIRTS
 - 1 - SHORT SLEEVE
 - 1 - LONG SLEEVE
- 2 - NAVY BLUE PANTS
- 1 - BASKET WEAVE BELT
- 1 - SILVER NAME BAR
- 1 - PAIR SILVER COLLAR INSIGNIAS
- 1 - BADGE (AFTER COMPLETING PROBATIONARY PERIOD)
- 1 - SPRING/FALL JACKET
- 1 - WINTER COAT

DRESS UNIFORM

- 2 - LIGHT BLUE POLYESTER SHIRTS
 - 1 - SHORT SLEEVE
 - 1 - LONG SLEEVE
- 1 - NAVY BLUE POLYESTER PANTS
- 1 - NAVY BLUE PERSHING FIRE CAP
- 1 - NAVY BLUE TIE
- 1 - PAIR DRESS SHOES

NAME BAR, COLLAR INSIGNIA,S BADGE AND BELT ARE THE SAME AS WORK UNIFORM.

June 10, 1991

To Whom It May Concern:

This letter is to inform you that on Thursday, June 6, 1991, the Woodhaven Company 25 ratified the contract between itself and the City of Woodhaven.

Sincerely,



James M. Kinney
President
Woodhaven Company 25

LETTER OF UNDERSTANDING

WHEREAS, the collective bargaining agreement between the City of Woodhaven, as employer, and the Woodhaven Firefighter's Association, as the union, provides that competitive testing be administered by the Michigan Municipal League; and

WHEREAS, the parties desire to amend the agreement to provide that the testing be administered by Firesoft.

NOW THEREFORE, IT IS AGREED:

1. That Article XVII, Section 5 of the agreement be amended in pertinent part to provide that the phrase "Michigan Municipal League" found in the fifth line of said section be changed to read, "Firesoft."

2. All other provisions in the Agreement shall continue in full force and effect except as amended hereby.

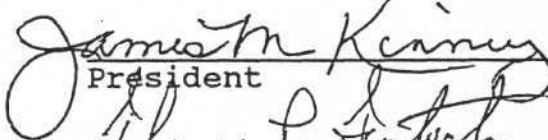
Dated:

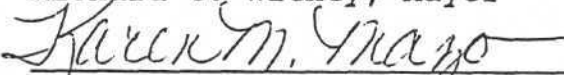
Dated: 7-6-92.

CITY OF WOODHAVEN

WOODHAVEN FIREFIGHTER'S ASSOC.


Richard C. Withey, Mayor


President


Karen M. Mazo, City Clerk


Thomas P. Furbach