

9088

6/30/95

AGREEMENT
BETWEEN
THE CITY OF MARQUETTE
AND
MARQUETTE FIREFIGHTER'S ASSOCIATION
LOCAL #643

effective: July 1, 1992

Marquette City

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 1992, by and between the CITY OF MARQUETTE, MICHIGAN, a Municipal Corporation, hereinafter referred to as the "CITY", and LOCAL 643 of the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, hereinafter referred to as the "UNION".

ARTICLE 1 PURPOSE OF AGREEMENT

It is the purpose and intent of this Agreement to set forth herein the basic agreement covering rates of pay, hours of work, and conditions of employment to be observed by the parties hereto. It is also the purpose of this Agreement to achieve and maintain harmonious relations between the "City" and the Union"; to provide for equitable and peaceful adjustment of differences which may arise, and to promote the morale, well-being, and the security of the employees.

ARTICLE 2 COVERAGE

The "City" recognizes the "Union" as the sole and exclusive bargaining agent for all employees of the Fire Department except for the Assistant Fire Chief and the Chief Administrator of the Department.

ARTICLE 3 DUES CHECK-OFF

The "City" agrees to deduct, once each month, dues and assessments in an amount certified to be current by the Secretary/Treasurer of the "Union" from the pay of those employees who individually request in writing that such deductions be made.. The total amount of deductions shall be remitted each month by the "City" to the "Union" Treasurer.

ARTICLE 4 UNION SECURITY

Agency shop. Any employee who is not a member of the "Union" and who does not make application for membership shall, as a condition of employment, pay monthly to the "Union" service fees equivalent to any dues uniformly required of the members of the "Union" as a contribution toward negotiations and contract administration.

ARTICLE 5 UNION ACTIVITY

There shall be no discrimination, interference, restraint, or coercion by the "City" against any employee covered by this Agreement for his "Union" membership or activities.

No more than one member of the "Union" may be elected to attend a "Union" sponsored or co-sponsored function at any one time. A maximum of five man days shall be allowed per fiscal year for such leave with two weeks prior written notice of the Assistant Chief or the Fire Administrator. Approval of use of these days will not be unreasonably withheld by the Assistant Chief or Fire Administrator. With approval, the representative shall be allowed time off without loss of time or pay to attend. Employees may not take time off from work which is not authorized by the terms of this Agreement, except by mutual agreement of the parties involved.

ARTICLE 6 DEPARTMENT RESPONSIBILITIES

The Department agrees to provide Fire Prevention, Basic Rescue Service, Fire Suppression, Routine Building, Vehicle and Equipment maintenance, and other fire related services to the citizens of the City of Marquette. Community service activities will be performed with adequate man power which is to be determined by the Department Administrator or Administrator Assistant Chief. Fire protection will also be provided in other areas where mutual aid agreements have been signed by the parties.

The "City" agrees to provide its fire fighters adequate training and education to enable them to carry out their assigned duties. The "City" further agrees to provide at its expense, all training required by State and Federal Law, and by the Michigan Fire Fighters Training Council, and these standards are hereby incorporated by reference in this agreement. The "City" agrees that all training will take place within the city limits of the City of Marquette, except as mutually agreed between the "city" and the "Union."

Whenever training or education required by this article, is schedule during a fire fighters duty day, that fire fighter will be released from duty with pay to attend such training or education. Fire fighters under this article are expected to work their regular shift prior to attending training or education, and to return to duty promptly upon completion of that training or education.

All fire fighters required to attend training or education outside of their regularly schedule work shift shall be compensated with compensatory time at the rate of one-and-one-half hours for each hour worked.

ARTICLE 7 LABOR-MANAGEMENT COMMITTEE

There shall be a Labor-Management Committee consisting of two (2) "Union" representatives and two (2) "City" representatives. The committee shall meet on request of either party or when deemed necessary by either party to discuss all matters of mutual concern. The committee shall have the authority to make recommendations to the "Union" and the "City".

ARTICLE 8 MANAGEMENT RIGHTS

The "City" on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, the City Charter, the Michigan Code and any modifications made thereto, and any resolutions passed by the city-elected officials or rules and regulations of appointed officials. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically limited in the contract, are reserved to and remain vested in the "City."

ARTICLE 9 RULES AND REGULATIONS

The "Union" agrees that its members shall comply with all Fire Department Rules and Regulations, herein known as the "Red Book". By agreement between the "City" and the "Union", a committee has been established to review and update the current "Red Book." Upon completion by the committee and approval of the "Union" and the "City" this will be incorporated as part of this "Agreement." Failure of the committee to complete that within one year from the effective date of this agreement will make this item subject to binding arbitration. The "City" agrees that the Fire Department Rules and Regulations which affect working conditions shall be subject to the grievance procedure. Rules and Regulations in effect and those adopted through the updating of the "Red Book" shall be a formal part of this "Agreement." New rules, or changes in rules shall be accomplished through mutual consent during the term of the "Agreement."

ARTICLE 10 MAINTENANCE OF CONDITION

Wages, hours, and conditions of employment including, but not limited to, benefits, policies, procedures and administration of fringe benefits and pension plans 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 such benefits as a consequence of the execution of this Agreement, whether those benefits be procedural or substantive.

ARTICLE 11 PROMOTIONS AND POSTING

All posted vacancies and newly created positions will be filled by the promotion procedure. Employees interested shall apply by signing their names on the space provided on the posted notice. Posting and testing for promotion, wherever possible, will be started three (3) weeks prior to the position opening.

PROCEDURE: Driver, Relief Driver, and Fire Fighter positions will be filled by seniority. The individual with the most seniority in the rank below the open positions will be given a six month probationary period that will include an evaluation from his superiors as to his performance and ability in that position.

PROCEDURE: Sergeant, Lieutenant, and Captain positions will be filled by the following procedure: Written Test - This thirty-five question test will be made up by the Department Head or by an individual appointed by him (not to include one of the prospective candidates). To qualify for the written test, each candidate may have one year experience in the previous lower rank. In the event that there is either one or no candidates in the previous lower rank wishing to advance to the open position, then the rank (s) below will be considered until a minimum of two (2) people regardless of which classification they are in, are available for the testing of this position.

ORAL TEST: The Board for the oral test will be made up of three people:

- a. City Manager or designee;
- b. One person to be mutually agreed upon by both parties;
- and; c. One person to be selected by the "Union" to have experience in the fire related field.

The Board will evaluate the candidate in the following manner:

- a. Written test value: 35 points
- b. Oral test value: 55 points
- c. Seniority point value as follows: One (1) point for each year of service.

The Board may or may not ask the candidates about all of the above, and any other questions it sees fit. Questions asked during the oral and written test will be pertinent to the duties of the position. The Department Head will provide the Board with the candidate's personnel file and the candidate can also be asked about material in the file. (Candidates can ask the Department Head to see their file before the Oral Test).

POSTING OF PROMOTION: The posting of the promotion will be done by the Department Head within forty-eight (48) hours after the Board has reached a decision. The posting will include the name of the candidate promoted and rank. (Other candidates may ask the Department Head as to their finish on a one to one basis). The promotion will take effect as set forth in the notice of promotion. During the probationary period, employees will receive the rate of pay of the job they are performing.

PROBATIONARY PERIOD: During the six (6) month trial working period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons will be submitted to the employee and the "Union" in writing. In the event the employee disagrees, it shall be proper subject for the grievance procedure.

ARTICLE 12 GRIEVANCE PROCEDURE

Should an employee feel that his rights and privileges under this Agreement have been violated, he and his chosen representative, shall consult with his immediate supervisor. Immediate supervisors are hereby defined as either their shift Lieutenant or Captain. If a settlement is not reached by such a conference, the employee may submit his grievance in writing within five (5) days (a day being defined as Monday through Friday a forty hour week) thereafter to his Administrative Officer and the Personnel Director. The Administrative Officer and the Personnel Director will, within five (5) days, give their reply to such grievance orally or in writing. Whenever an employee submits his grievance in writing, the reply by the Administrative Officer Personnel Director shall also be in writing. Should an employee decide that the reply of the Administrative Officer and Personnel Director is unsatisfactory to him, he or his chosen representative may within five (5) days after receipt of same submit his written grievance to the City Manager. The City Manager will within five (5) days of the receipt of same, notify the aggrieved employee and his administrative officer of a hearing date thereon. Hearing dates scheduled before the City Manager will be scheduled no sooner than two (2) days or later than five (5) days from the date of notice. The City Manager will submit his written decision to the aggrieved employee and his administrative officer within five (5) days after the hearing date. If the decision of the City Manager is unsatisfactory to the employee, he may then appeal therefrom, in writing, to the City Commission within five (5) days after receipt of the decision of the City Manager. If a grievance is not satisfactorily settled by the above procedures, the "Union" shall have the right to proceed to binding mediation with the "City." A mutually agreed upon mediator will be appointed to hear and reach a decision on the grievance. The mediation decision will include the party responsible for payment of the costs incurred by the mediation process. In any grievance involving any monetary loss to an employee (dismissal, demotion, suspension and the like) found to have been in violation of this contract or in violation of the law by the fact-finding procedures, the "City" shall immediately satisfy the aggrieved employee with back pay from the time the grievance occurred, and shall restore all privileges to which the employee would have been entitled had the grievance not occurred.

ARTICLE 13 HOURS

- (a) Fire suppression personnel shall work a three (3) platoon twenty-four (24) hour shift.
- (b) The twenty-four (24) hour shift shall commence at 0700 hours and continue through 0700 hours the following day.
- (c) Fire suppression personnel shall work a fifty-three (53) hour average work week in accordance with Federal and State Laws.

(d) Also, where applicable, Fire Personnel shall work an eight (8) hour shift and 40 hour average work week. Work hours shall be as follows: Monday through Friday; 0800 hours to 1700 hours.

(e) Command Personnel will report before the start of each shift or will remain at the end of each shift to allow for duty-connected information exchanges between the shifts.

ARTICLE 14 ANNUAL RATES OF PAY

Wage Increases:	3.75% <u>1992-93</u>	3.75% <u>1993-94</u>	3.75% <u>1994-95</u>
Captain	32,687	33,913	35,184
Lieutenant	29,988	31,112	32,279
Sergeant	28,542	29,613	30,723
Driver	28,107	29,161	30,255
Relief Driver	27,584	28,619	29,692
Firefighter	27,445	28,474	29,542
Fire Inspector	27,445	28,474	29,542

14A CERTIFICATION

Fire Department personnel who have completed Fire Inspection Training and attain Fire Inspection Certification will be paid an annual certification rate of \$500.00 not to be included in base rate of pay.

14B CLERKS RATE

Effective July 1, 1992 each clerk will receive a \$500.00 per year allowance not to be included in the base rate of pay.

ARTICLE 15 PROBATIONARY EMPLOYEES

(a) New employees hired in the unit shall be considered a probationary employee for the first 180 calendar days of their employment provided, however, that such probationary period shall be extended for a period of time equal to the time that an employee is absent from duty due to sickness or other reasons. Probationary employees subject to this Article may be terminated by the employer at any time and shall not have recourse to the grievance and arbitration procedure, when separated, except employees discharged for Union actions.

(b) An extension of the probationary period may be granted at the "City's" discretion for a period not to exceed two (2) months, to the original 180 days limit, provided, such extension is necessary to evaluate the employee's performance, and, is mutually agreed to, in writing, by the "union" and by the "City". Job performance and extenuating circumstances shall be grounds for such extensions.

(c) When an employee finishes the probationary period he shall be entered on the seniority list of the unit and shall rank for seniority from the day 180 calendar days prior to the day he completed his probationary period. There shall be no seniority among probationary employees. Prior to completion of the probationary period, the employee shall take and pass a written or oral performance examination conducted at the discretion of the "City".

(d) Seniority shall not be affected by age, race, sex, or marital status.

(e) 0-12 months in the Department:

(a) Commence training in Department Firefighting procedures.

(b) Complete Firefighter I and II training as mandated by the Michigan State law and the Michigan Fire Fighters Training Council.

(c) Receive 75% of Firefighters base pay.

(d) Pass 6 month employee evaluation by superior officers.

12-24 months in the Department:

(a) Pass 12, 18, and 24 month employee evaluations by superior officers.

(b) Receive 80% of Firefighters base pay.

(c) Receive 90% of Firefighters base pay upon completion of 18 months in the Department.

(d) Receive 100% of Firefighters base pay upon completion of 24 months in the Department.

ARTICLE 16 SHIFT EXCHANGE

An employee may request to exchange shifts when the change does not interfere with the operations of the Fire Department. The Assistant Chief must approve all requests for shift exchange. The Assistant Chief will not refuse any reasonable requests. Shift exchanges will not result in additional overtime cost, minimum manning, or other pay adjustments.

ARTICLE 17 COST OF LIVING

When the Cost of Living Index (CPI all City average) exceeds 6% of the base figure of July, 1985, a wage adjustment will be given on the basis that every one (1) percent increase that exceeds 6% will equal Eight (8) Dollars per month wage increase. For the duration of the contract, July 1, 1992 through June 30, 1995, this article will not be implemented.

ARTICLE 18 CALL-BACK/OVERTIME

Time and one-half will be paid for all call-backs with a two hour minimum. Compensatory time at a rate of time and one-half shall be granted for all non fire related work performed after normal working hours. All work performed other than the work week by employees who are not regularly required to work on such days shall be paid for at the rate of time and one-half. If, on any regular working day an employee is required to work more than the normal working hours for that day, such overtime hours will be paid for at the rate of time and one-half. If an employee is requested to work overtime by an administrative officer, and the employee desires compensatory time off in lieu of overtime pay, compensatory hours shall be one and one-half times the actual hours of overtime worked. In all cases, the administrative officer in charge, shall have the right to approve or disapprove work for compensatory time off. If an employee is called back to work after his normal working hours he shall be paid for the hours worked, with a minimum of two hours at his overtime rate of pay. No employee may accumulate to his credit more than 480 hours comp time.

In the event that there are less than two personnel assigned to each front line pumping apparatus, the Assistant Chief will call back off duty personnel to fill the vacancy. In the event that the Assistant Chief is not available the Shift Supervisor will act on his behalf. Personnel will be called back using the established call back procedure. The person called back, regardless of rank, will fill the vacancy on the shift.

All overtime work shall be equally divided, as nearly as possible or practicable, between or among all employees in any particular occupation group. No employee shall be required to work fewer hours than the regular work period per day because of overtime employment on previous days or subsequent days; provided, however, that an employee of the Fire Department, who has worked continuously 16 hours or longer, shall be given 8 hours rest, if possible, whether or not it interferes with the regular work period.

If an employee is temporarily required to work at a job paying a lower wage scale than his regular employment calls for, such employee's pay shall be maintained at his regular rate when employed on such temporary work. If an employee is required to work on a job paying a higher wage scale than his regular employment calls for, he shall be entitled to a rate at the higher wage scale while engaged in such temporary work; provided, however, that if an employee temporarily performs the duties of an assistant to an administrative officer, the additional compensation to which he shall be entitled shall be determined by the City Manager. Current percentage of pay fire fighters are entitled to wage adjustment benefits awarded under the previous contract until full pay status is attained.

ARTICLE 19 LONGEVITY PAY

Longevity payment will be based on the following schedule:

<u>Years of Service</u>		<u>7/1/92</u>	<u>7/1/93</u>	<u>7/1/94</u>
5 - 9	Inclusive	\$215.00	\$255.00	\$295.00
10 - 14	Inclusive	\$245.00	\$285.00	\$325.00
15 - 19	Inclusive	\$275.00	\$315.00	\$355.00
20 - 24	Inclusive	\$305.00	\$345.00	\$390.00
25 - 29	Inclusive	\$335.00	\$375.00	\$415.00
30 and over		\$365.00	\$405.00	\$445.00

ARTICLE 20 UNIFORM MAINTENANCE ALLOWANCE

All uniforms required of employees in the performance of their duties shall be furnished without cost to the employees by the "City" and maintained in good condition by the employee.

ARTICLE 21 FOOD ALLOWANCE

The daily food allowance shall be paid to all "Union" employees for any shift worked at the Fire Station, as follows:

1992-93	\$9.00	per shift worked
1993-94	\$9.50	per shift worked
1994-95	\$10.00	per shift worked

This food allowance will be paid annually on or about December 15.

ARTICLE 22 PUBLIC PENSION TRUST FUND

(a) All full-time Fire Department employees shall join Act 345 Marquette City Pension System in accordance with the rules and regulations adopted by the City Commission concerning such matters. The formula for straight life pension will be 2.50% of 3 year average final compensation.

(b) Annuity Withdrawal:

a. Employees in the bargaining unit shall have available to them, in addition to the retirement options already in place, an annuity withdrawal option as follows:

b. Definition: The annuity withdrawal is the option that allows members to withdraw their accumulated contributions (with interest) at retirement and thereby forfeit the portion of their retirement allowance which was financed by their contributions.

c. A member wishing to elect this option must make written application to the Act 345 Pension Board no later than one hundred twenty (120) days prior to the effective date of his retirement.

d. The Pension Board shall issue the members annuity payment within thirty (30) days of the date of the member's retirement. The one hundred twenty (120) day notice may be waived at the sole discretion of the Pension Board, however, under no circumstances can it be increased.

e. The parties agree that one (1%) percent above the rate of interest used for actuarial evaluation purposes is to be used for employee annuity withdrawal benefit. This option is only available for regular retiree pension at age 50 with 25 years of service. A member who elects the annuity withdrawal option shall have his annual pension reduced accordingly as determined by the Pension Board Actuaries.

f. 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 their retirement. However, notice of such election must be made at the time of employee's original retirement application.

(c) Optional Retirement:

Section 38.55 of Act 345, which now provides for optional retirement pension applicable to members with fifteen (15) years service, shall be modified to be applicable to members with ten (10) years of service.

ARTICLE 23 VACATIONS

1. Full-time employees who have regularly been employed for the "City" one year or more upon arrangement with their Administrative Officer in charge, be entitled to vacations as provided for in the following rules: Note: Vacation time shall not be allowed, however, to probationary employees.

2. All full-time employees having been employed one year, shall be entitled for four (4) working shifts with pay, provided that such employee has worked the full twelve (12) months the previous calendar year. All full-time employees having been employed two (2) years to ten (10) years, shall be entitled to seven (7) working shifts with pay, provided that such employee has worked the full twelve (12) months during the previous calendar year. All full-time employees having worked ten (10) years to twenty (20) years shall be seven (7) shifts plus twelve (12) hours per year until an accumulation of thirteen (13) shifts has been attained. (As per past practice). Employees who have attained twenty (20) years service and above shall be at the maximum thirteen (13) shifts allowed.

3. All fulltime employees who work eight (8) hour shifts and a forty (40) hour average work week and any employee working a 24 hour schedule who reverts to an eight (8) hour shift and a forty (40) hour average work week position, will be credited for vacation based on 75% of the shifts computed vacation schedule in the current contract.

<u>Vacation Days</u>	<u>Years of Service</u>	<u>Shifts Computed</u>
6 + 1*	2 - 9	7
7 + 1	10 - 11	8
7.5 + 1	11 - 12	8.5
8 + 1	12 - 13	9
8.5 + 1	13 - 14	9.5
9 + 1	14 - 15	10
9.5 + 1	15 - 16	10.5
10 + 1	16 - 17	11
10.5 + 1	17 - 18	11.5
11 + 1	18 - 19	12
11.5 + 1	19 - 20	12.5
12 + 1	20 - over	13

*Day in lieu of Christmas Eve, Good Friday, and New Year's Eve.

4. Vacation earned during one calendar year shall be taken during the following calendar year. If an employee does not or is not permitted to take all or part of his earned vacation, before the expiration of the calendar year, he shall be entitled to take any such unused vacation time during the next calendar year with, however, the approval of the Administrative Officer in charge.

5. Vacation time may be waived by employees, but in no case shall an employee be paid salary or wages for vacation time not used; however, if an employee is discharged, retires, or resigns after giving at least two weeks written notice to his Department Head and has vacation time earned in the previous calendar year accumulated and unused and/or has a credit for vacation time earned in the current calendar year, he shall be entitled to receive compensation therefore at his regular salary or wage rate.

6. Personal Time - Effective July 1, 1992 each member of the Union will be entitled to eight (8) hours of personal leave time. Notice shall be given to the shift supervisor one shift prior to this time being taken.

ARTICLE 24 HOLIDAYS

1. All full-time employees of the Fire Department who have worked for more than six months are entitled to the following paid regular holidays, whether they worked them or not.

New Year's Day	Labor Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

2. Special holidays or a temporary suspension of business may be declared from time to time by the City Commission.

3. All 40 hour work week employees will be paid their current rate based on their regular scheduled work day for said holidays in the holiday schedule. Should a holiday fall on Saturday, Friday shall be considered as the holiday, if a holiday falls on Sunday, Monday shall be considered the holiday.

ARTICLE 25 FUNERAL LEAVE

An employee shall be allowed up to one (1) shift with pay as funeral leave. Time not to be deducted from sick-leave or vacation time for a death in the immediate family. Immediate family is to be defined as follows: mother, father, step-parents, brother, sister, wife, husband, son, daughter, step-children, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, or a member of the employee's household.

ARTICLE 26 SICK LEAVE

1. In case of sickness of employees, necessitating absence from duty, such employees who have regularly been employed for six months or more, shall be entitled to sick leave as provided for in the rules which follow: An employee shall be entitled to 130 hours of sick leave, with pay for each calendar year he is on the "City" payroll. Sick leave may be accumulated on an unlimited basis. Upon the (a) death, (b) retirement, or (c) suspension from employment of any employee in good standing after at least ten years of service, one-half of such sick leave accumulated at that time shall be paid to the employee, or in the event of his death, to his estate, or otherwise as he may therefore designate in writing.

2. The "City" shall pay work-related injuries without charging sick leave for fifteen (15) working days before charging accumulated sick leave.

ARTICLE 27 COURT LEAVE/JURY DUTY

An employee who reports for jury duty during his regular shift will be paid the difference between his pay for jury duty and his regular pay. An employee may be required to provide documentary proof of the actual number of hours that his presence was required by the court.

ARTICLE 28 HOSPITAL AND DENTAL COVERAGE

All full-time City of Marquette Firefighters are entitled to paid hospitalization insurance with coverage beginning four (4) months after the employee becomes a probationary employee. In the event any employee is single, or his spouse has equalization benefits with another company, or both husband and wife are employed by the City, the employee may be paid a maximum of \$25.00 per month in cash. The "City" shall provide and pay the full premium for a Dental Rider for each Firefighter covered by the terms and provisions of this Agreement. The "City" will pay the hospitalization premiums for retired Fire Department personnel between the ages of 50 and 65 who have acquired 25 years of service in the Department. The maximum amount to be paid by the "City" will be \$150.00 per month per retiree on July 1, 1992, \$175.00 per month per retiree on July 1, 1993, and \$200.00 per month per retiree on July 1, 1994. Any increase in the

hospitalization premium over that amount will be paid by the retiree. All hospitalization premium payments by the "City" will cease at age 65 for all Department retirees. Whenever it becomes necessary to change insurance carriers, the rule to follow will be coverage that is equal to or better than the past coverage.

Effective July 1, 1992, an Insurance Incentive shall be paid to eligible employees in the amount of \$1,300.00 (minus State and Federal Taxes if required) annually on the 1st pay period after July 1. Payment shall be lump sum and separate check.

Employee shall provide proof of insurance coverage to the employer to justify the incentive payment.

Employees qualifying for the incentive payment after the date listed above shall receive a lump sum payment equal to \$104.17 for each month remaining in the incentive plan year.

Employees who must revert to City insurance after accepting an incentive payment shall reimburse the City \$104.17 per month for each month remaining in the incentive period.

Employees who accept the incentive payment and leave the employment of the City prior to the end of the insurance year shall reimburse the City an amount equal to \$104.17 per month not covered by the plan. If reimbursement is not arranged the amount shall be deducted from the employees final payment of wages and/or benefits.

The effective date of entry or exit from the City Insurance Policy is the 28th day of each month.

ARTICLE 29 LIFE INSURANCE

All full-time employees are entitled to paid term life insurance in the amount of \$10,000.00, with coverage commencing six (6) months after the employee begins work for the City of Marquette on a full time basis.

ARTICLE 30 SAFETY CLAUSE

Establishment of a Safety Committee concept will be forthcoming from the committee updating the "Red Book." This Safety Committee language will be incorporated into the revised "Red Book" upon language agreement by both the "City" and the "Union." Failure of the parties to adopt the safety committee concept within 90 days from the effective date of this contract will result in the safety clause language of the previous agreement remaining in effect.

ARTICLE 31 SENIORITY

A seniority roster shall be compiled and maintained for each classification group in the Fire Department, and a master list maintained in the Fire Chief's office. The seniority shall be computed from the date of original employment in such classification group and shall cover the actual period of service for which pay was received; provided, that if an employee resigns or is discharged for cause and is later re-employed by the "City", his seniority rights thereafter shall date from the time of re-hiring and not from the time of his original employment.

ARTICLE 32 SUSPENSION AND DISCHARGE

An employee shall not be suspended or discharged except for just cause. The employee is entitled to written notice of the reasons for the suspension or discharge at the time of action.

ARTICLE 33 GENERAL

It is agreed that the provisions of the Employees Code, except as modified herein, are incorporated in this Agreement.

ARTICLE 34 DURATION OF AGREEMENT

1. This Agreement shall become effective July 1, 1992 and shall remain in effect until June 30, 1995.


2. In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions shall remain in full force and effect pending agreement of a new contract.

IN WITNESS WHEREOF, we have hereunto set our hands
the day and year first above written.

DATE: _____

CITY OF MARQUETTE, MICHIGAN


BY: 
Frank Sciotto, Mayor

BY: 
Norman L. Gruber, Jr.
Clerk

DATE: 8-14-92

MARQUETTE CITY INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS
LOCAL NO. 643

BY: 
Elijah Porter, President

BY: 
Geoffrey Weston,
Secretary/Treasurer