AGREEMENT

CITY OF MUSKEGON, MICHIGAN
A HOME RULE CITY

AND

LOCAL #370

MUSKEGON FIRE FIGHTERS ASS'N

AFFILIATED WITH

MICHIGAN STATE FIRE FIGHTERS ASS'N
AND
INTERNATIONAL FIRE FIGHTERS ASS'N

1987, 1988, 1989

(2074M/30-11/4/88)

COLLECTIVE BARGAINING AGREEMENT

1987, 1988, 1989

(2074M/31)

COLLECTIVE BARGAINING

This agreement entered into _____, 1988, effective January 1, 1987, between the City of Muskegon, Michigan, a municipal corporation, hereinafter called the City, and Local No. 370 of the International Association of Fire Fighters, also known as Muskegon 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 I - PURPOSE AND DEFINITIONS

Sec. 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.

Sec. 2, Definitions

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

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

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

ARTICLE II - COVERAGE

This agreement shall be applicable as to all uniformed employees of the Fire Department of the City, except the Chief thereof (and except civilian employees).

ARTICLE III - RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining representative of the employees of the Fire Department.

ARTICLE IV - DUES DEDUCTION

Sec. 1, Union Security

All new employees in the bargaining unit shall, six (6) calendar months after their calendar date of employment, and all current employees shall, within thirty (30) calendar days after the execution of this agreement, as a condition of employment, pay to their bargaining representative either dues as established by such representative or a service fee equivalent to the amount of dues uniformly required of members of the bargaining agent. No employee in the bargaining unit shall be required, as a condition of employment, to be a member of the Union.

Sec. 2, Check-Off

The City of Muskegon, upon receipt of a signed check-off authorization shall withhold on a monthly basis the dues or service fees required of employees in the bargaining unit and forward the same to the treasurer of the Union.

The Union shall save the City harmless from any and all third party claims, lawsuits, judgments, or awards arising out of the agreements of the parties with regard to Union Security.

ARTICLE V - UNION ACTIVITIES

Sec. 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 compensate 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, interference, coercion, discrimination or reprisal. The Union, at any time, may present grievances to the employer and have those grievances adjusted, if the adjustment or adjustments are not inconsistent with the terms of a collective bargaining contract or agreement then in effect.

Sec. 2, Released Time

The president of the Union and the bargaining committee shall be afforded reasonable time during working hours without loss of pay to fulfill their Union responsibilities. This shall include

contract negotiations with the City, appearances before the City Commission, Civil Service Commission, and appropriate court of legal jurisdiction, processing of grievances, and the administration and enforcement of this agreement.

Delegates certified by the Union shall be granted leave with pay to attend the following meetings:

	No. of Delegates
Michigan State Fire Fighters Union Biennial	2
Fire Fighters District Meeting	2
International Association of Fire Fighters Biennial Convention	2

Paid leave granted to such delegates shall not exceed the lesser of either seven (7) calendar days or the official business dates of the convention or conference including reasonable direct travel time.

Sec. 3, Representation

All employees who are covered by this agreement shall be represented for the purpose of grievance procedure and negotiations by a bargaining committee to be chosen by the Union.

The maximum number of employees, who shall be paid by the City, while conducting negotiations, other than those resulting while processing a specified grievance, shall be limited to three (3).

The Union will supply to the City a letter clarifying and identifying the duties of the Union officers of Local No. 370.

Sec. 4, Bulletin Boards

Existing bulletin boards at each fire station may be used for posting of Union notices or other materials.

Sec. 5, Meetings

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

ARTICLE VI - OTHER ORGANIZATIONS

Employees may belong to other organizations, but not as a condition of employment with the City, nor may such other 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 VII - MANAGEMENT RIGHTS

Sec. 1, Recognition of Authority

The Union recognizes the City is vested with all management functions including the full and exclusive control, direction and supervision of operations in the work force and that it shall manage its affairs in all respects in accordance with its responsibilities and the powers and authority which the City has not officially abridged, delegated or modified by this agreement.

Sec. 2, Rules and Regulations

The Chief shall formulate rules and regulations not inconsistent with this agreement under which the employees must work.

Sec. 3, Station Duties

Station duties, assignments and work details shall be as required by the Chief and officers of the department with reasonable observance of seniority and ability.

Sec. 4, Maintenance

Maintenance of equipment, the station and grounds shall also be as required by the Chief of the department.

Sec. 5, Grievance

A grievance may be filed on any work project which exceeds the terms of Sections 3 and 4 and the work must stop until the grievance is settled. Training sessions and inspections shall not be considered "work projects" under this Section.

Sec. 6, Inspections

Employees may be assigned for training and may be assigned on-duty work related to housing and fire inspection, commercial building inspection or any other similar activity designated by the Chief.

ARTICLE VIII - WAGES

Sec. 1, General

The salary schedule for calendar years 1987, 1988, and 1989 is attached hereto as Exhibit A. Exhibit A is to reflect a 3% increase in 1987, a 4% increase in calendar year 1988, and a 4% increase in calendar year 1989.

Section 2, Longevity Pay Plan Rules and Regulations

1. Semi-annual payments to be paid in June and December on a basis of $100.00 per year for each five years of service and not to exceed $500.00.

2. All employees with five years or more of service on June 1, 1957, will be eligible for longevity pay.

3. Employees with leaves of absences or a break in continuous service prior to January 1, 1957 will be regarded as continuous employees for longevity pay purposes. Any one whose employment with the City has been terminated after January 1, 1957, or who is not on the payroll as of January 1, 1957, will be considered as a new employee should he return.

Persons reinstated after a break in service will be granted their prior longevity status minus their last 5-years accumulation ($100.00) upon re-employment. Each additional year of service after re-employment is to be added to this reduced credit for the next longevity increment.

4. Any employee who reaches 5, 10, 15, 20 or 25 years of service on or before June 30, and is on the payroll as of June 1st will be eligible for 1/2 the longevity payment in June and each successive semi-annual payment in December and June thereafter.

Any employee who reaches 5, 10, 15, 20 or 25 years of service on or before December 31, and is on the payroll as of December 1st will receive 1/2 the longevity payment in December and each successive semi-annual payment thereafter.

5. During the calendar year in which an employee retires under one of the City's retirement plans, he shall be entitled to receive, at the time of semi-annual payment of longevity, a prorated portion of his longevity pay based on days worked. (Amended March 22, 1960.)

6. All compensation for employees is subject to deduction for income tax, retirement, and social security benefits. (Police and firemen excluded for social security deductions.)

Longevity rules adopted May 14, 1957	57-322
Amendment adopted March 11, 1960	60-133
Amendment adopted February 11, 1969	69-80

Sec. 3, Overtime Pay

Overtime pay shall be paid to employees for all work in excess of their regularly scheduled work day or work week. Such overtime shall be paid at 1 and 1/2 times the employee's prevailing hourly

rate, which for 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 2808 hours in accordance with Article X. When called in, an employee shall receive a minimum of two hours overtime pay.

When shift going off duty is called out on alarm of fire and are required to remain at least 15 minutes past their normal shift requirements, overtime shall be paid as follows:

	Time and One-Half
0 minutes to 14 minutes	None
15 minutes to 44 minutes	1/2 hour
45 minutes to 1 hour 14 minutes	1 hour, etc.

The City will allow ten minutes personal clean-up time for purposes of computing overtime pay for a shift returning off duty from alarm of fire and are required to remain past their normal shift requirements.

Sec. 4, Equalization of Overtime Hours

A roster of all regular employees will be set up by classification. Overtime will be equalized to the fullest extent possible. The shift that doesn't have to work the day following such overtime shall be called first. The call-back roster shall be maintained and personnel rotated on the list in accordance with the procedures set forth in a Letter of Understanding dated July 23, 1981, as revised by the April 1, 1983 letter. An up-to-date list will be furnished to the Union after anyone works overtime. Overtime shall be performed on the basis of classification: Chiefs, Officers, Mechanics and Fire Fighters are to be called in for the position to be filled on the basis of rank. Mechanics are to be called in off the firefighters overtime list.

The City shall be permitted to hold employees over from their regular work shift for overtime purposes in limited emergency situations. Emergency situations shall arise only by act of God or through circumstances beyond the control of either the City or the Union. Such emergency hold-overs as may permit the City to waive the equalization of overtime rosters may only be expended for a period of up to twelve (12) hours following the regular work shift. During such twelve (12) hour extension the City shall exert its good faith efforts to follow the equalization of overtime rosters by attempting to call employees, within classifications, from said roster.

Sec. 5, Call-Back Pay

Call-back pay shall be paid to employees for all work in excess of their regularly scheduled work day or work week. Minimum hours and reimbursement shall be at the same rate as provided for in the above Sec. 3, Overtime Pay.

Call-back pay shall start when a man arrives at his station to pick up his gear. Each man reporting in shall then write down his name and the time in the daily log book.

Sec. 6, Table Allowance

For all payments made after the effective date of this contract and before the payment to be made in January 1, 1985, the City shall pay directly to the Union a quarterly table allowance in the amount of Fifty ($50.00) Dollars per active uniformed employee. This table allowance shall be used by the Union to offset the cost of maintenance of the table assessed to participating employees. The allowance shall not exceed Two Hundred ($200.00) Dollars per year per active employee. Quarterly payments shall be made in March, June, September and December.

Beginning with the payment to be made January 1, 1985, the City shall pay directly to the Union a quarterly table allowance in the amount of Ninety ($90.00) Dollars per active uniformed employee. This table allowance shall be used by the Union to offset the cost of maintenance of the table assessed to participating employee. The allowance shall not exceed Three Hundred Sixty ($360.00) Dollars per year per active employee. Quarterly payments shall be made in March, June, September and December.

Section 7, Emergency Medical Training

Each fire fighter who receives and/or maintains Emergency Medical Training certification will receive as of December 1 of each year an annual payment of Two Hundred ($200.00) Dollars. The certification referred to above must be obtained and/or maintained by July 1st of each year, in order to receive payment on December 1st of each year.

Section 8, Stand-by Pager

It is agreed that, at the discretion of the Chief, off-duty uniform personnel may be assigned to wear a pager and remain on call for a twenty-four (24) hour period. The firefighter on stand-by pager duty shall carry his/her turn-out gear with him/her and shall respond directly to the fire scene unless instructed otherwise. The firefighter shall be able to report to Central

Fire Station within fifteen (15) minutes after receipt of the pager call. Firefighters shall be selected from the department seniority list beginning with the shift going off duty. Stand-by pager duty is optional except that the last three (3) firefighters or officers contacted must accept the stand-by pager duty if persons with more seniority decline. A maximum of three (3) firefighters or a combination of officers and firefighters shall be assigned stand-by pager duty at each twenty-four (24) hour period. However, the number assigned and the officer/firefighter ratio shall be at the discretion of the Chief. Stand-by pager duty pay shall be Fifteen Dollars ($15.00) for each twenty-four (24) hour duty period. The rate of the pay when responding to emergencies shall be at the rate of time and one-half (1-1/2) beginning at the time the recall is transmitted.

Section 9, Acting Assignment

(a) Acting Assignment Defined. Acting assignment shall mean the performance of the full range of duties to a next higher position class or classification for more than twenty-four (24) hours in a fourteen (14) day pay period or for greater than twenty-four (24) hours in consecutive work days (e.g. a firefighter performing the duties of lieutenant, a lieutenant performing the duties of captain, a captain performing the duties of battalion chief, within the time periods herein specified.

(b) If an employee works an acting assignment to a higher position class or classification as above defined, he shall be paid at the higher classification rate beginning with commencement of the first day following the twenty-four (24) hours in which the duties of the next higher position class or classification were performed.

ARTICLE IX - TRAINING PAY

When employees are required to attend training during normal off-duty hours they will be paid at the rate of one times their normal hourly rate of pay as determined by dividing their annual salary by 2808 hours in accordance with Article X.

Men attending fire colleges, seminars, etc., when authorized by the City will be given released time and be paid at their normal rate of pay.

ARTICLE X - HOURS OF EMPLOYMENT

The work period shall follow continuous twenty-eight (28) day cycles and shall be fifty-four (54) hours per week, two hundred sixteen (216) hours within the twenty-eight (28) day work period.

ARTICLE X - HOURS OF EMPLOYMENT (continued)

During each twenty-eight (28) day work period, two (2) shifts shall be scheduled for nine (9) twenty-four (24) hour duty days. The third shift shall be scheduled for ten (10) twenty-four (24) hour duty days, however, each employee on the third shift shall be scheduled for one (1) additional twenty-four (24) hour duty day off duty but not limited to be taken within the the twenty-eight (28) day work period.

Vacation time and sick time, military leave, and similar types of absences from duty will not be deducted from total hours for overtime computations. Overtime pay will be payable at the end of each pay period and include one (1) hour of overtime per week per man beginning September 1, 1985.

The duty schedule of employees shall cover a nine day period and then repeat - (24 consecutive hours on duty, 24 consecutive hours off duty, 24 consecutive hours on duty, 24 consecutive hours off duty, 24 consecutive hours on duty, 96 consecutive hours off duty). The nine (9) day duty period contemplated above will not be met when an employee is transferred from one shift to another.

An employee may be permitted to trade time to the extent of two days per month with an employee within his classification. An employee may be permitted to trade a period of time less than 4 hours on one occasion per week not to exceed a total time traded of 48 hours per month.

No employee will be allowed to trade more than 48 hours to increase or extend his own vacation.

ARTICLE XI - VACATIONS

Sec. 1, Eligibility and Amount

1. Any employee, other than a probationary employee, who retires, resigns, or leaves the service of the City shall be entitled to his prorated accumulated vacation time.

2. No vacation shall be taken until an employee has been on the payroll for a period of at least six (6) months.

3. Vacation time shall be accumulated as follows:

(a) 1/2 duty day per month of employment but not to exceed six (6) duty days per year during the first ten (10) years of continuous service.

(b) Fire Division employees who have completed ten (10) years or more of service for the City shall be entitled to two (2) vacation periods or nine (9) duty days of vacation each year, and Fire

Division employees who have completed fifteen (15) years or more of service for the City shall be entitled to three (3) vacation periods or twelve (12) duty days of vacation in each year.

4. A day of vacation shall be cancelled for each day an employee would have worked during the normal work week and shall be paid for at the rate he would have earned at that particular day exclusive of overtime.

5. Vacation leave shall be taken during the calendar year following the one in which it is earned; provided however that employees have completed ten (10) years of continuous service, or fifteen (15) years of continuous service, shall be granted their third or fourth extra week of vacation commencing with their 11th and 16th year of service.

Vacation leaves shall not be cumulative and unless conditions render it impossible, all employees shall take their vacation.

6. Vacation leave shall be considered as a matter of right, and if cancelled because of work necessity, shall be rescheduled or paid for at straight time as extra compensation for the period.

7. In accumulating vacation leave, sick leave not exceeding that authorized in the sick leave provisions shall be counted as time worked in any one year. Absence because of duty-connected disability shall be counted as time worked.

Sec. 2, Anniversary Date

The anniversary date of service, for the purposes of this article shall be measured by reference to the original date of appointment to the Fire Department.

Sec. 3, Time of Vacation

Two (2) men per shift shall be allowed to pick vacations in the same vacation period, on the posted vacation schedule.

Sec. 4, Designation of Vacation Period

The two (2) week vacation period shall consist of six (6) consecutive work days commencing with the first duty period of a normal work schedule. One week vacations are to start on the first duty day of each shift beginning in January and running consecutively throughout the year.

ARTICLE XI - VACATIONS (continued)

The third and fourth week vacation periods will consist of three (3) consecutive duty days each, commencing with the first duty period of a normal work schedule.

Vacation will be picked by seniority per shift. Six (6) duty day vacations shall be picked first; additional duty day vacations seven (7) days after the six (6) duty day vacations are picked. The vacation list will be posted no later than December 1st, and picking of vacations shall commence December 7th. Each employee shall have four (4) consecutive hours to pick after being notified that it is his turn. Time out on emergency runs will not count against the four (4) hour period. Anyone notified after 8:00 P.M. will have until 8:00 A.M. his next normal duty period to pick. If an employee fails to pick during this period, his name will be placed at the end of the shift seniority list. Vacations picked shall not be changed because of transfers after list is posted. Seniority between shifts shall be arranged as equally as possible.

Sec. 5, Termination of Employment

In event employment is terminated prior to the anniversary date, an employee shall be deemed to have earned vacation pay in the ratio that the number of months from the last anniversary date bears to twelve, payable forthwith, at his then prevailing hourly rate, based on whole years of completed service.

ARTICLE XII - HOLIDAYS

Sec. 1, Holidays Defined

For the purpose of holiday pay, legal holidays to be observed shall be as follows:

New Years Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Regularly scheduled activities including physical maintenance, training, inspection, and other regularly scheduled activities will be assigned and performed on holidays and weekends.

Sec. 2, Holiday Pay - Holidays Worked

Each employee required to work the major portion (7:00 A.M. - 12:00 midnight) of those legal holidays recognized by this agreement for the purpose of holiday pay shall receive seventeen (17) hours additional pay based on annual salary divided by 2808 hours in accordance with Article X.

ARTICLE XII - HOLIDAYS (continued)

Each employee required to work the day before a holiday and whose shift extends into the holiday (12:00 midnight - 7:00 A.M.), shall receive seven (7) hours of additional pay based on annual salary divided by 2808 hours in accordance with Article X.

Sec. 3, Holidays on Vacation Day, Sick Leave Day or Normal Day Off

Sick leave day or normal day off, the employee shall receive no additional credit either in holiday pay or compensatory time off. No holiday pay will be paid except to those employees who actually work a holiday.

Sec. 4, Personal Leave Day

Each employee shall be entitled to take one (1) personal leave day per calendar year. Personal leave days shall be selected after all vacations have been chosen, extra leave days scheduled and in strict accordance with Department policy. Personal leave days may be scheduled even if an officer or firefighter is attending fire training courses.

ARTICLE XIII - SENIORITY

Sec. 1, Definition

Seniority shall be defined as the employee's length of continuous service from the latest date of hire on which the employee commenced duties of the position to which he was appointed.

Section 2, Termination of Seniority

Seniority shall terminate for:

(a) Discharge for cause;
(b) Absence without leave exceeding nine (9) calendar days;
(c) Voluntary quit;
(d) Probationary removal;
(e) Failure to respond to notice of recall as provided under Civil Service in the event of lay off.

Sec. 3, Lay Off and Recall

In the event it becomes necessary to reduce the fire force, departmental seniority shall govern lay offs and recall. The employee lowest on the seniority list shall be the first to be laid off and the last to be recalled. Upon recall to service a

laid off employee shall be subject to a medical and character investigation conducted by the Civil Service for the purpose of determining that his qualifications for employment have been maintained.

Sec. 4, Lay Off Benefits Retained

A full time employee who is laid off from the service of the City shall retain the following benefits at the level earned in service as of the date of lay off:

(1) Seniority from the last date of employment
(2) Longevity pay status
(3) The last increment step received within the pay range for position of employment subject to annual adjustment of the pay grade
(4) Years of service related to vacation status
(5) Sick leave status provided that such benefit is not chosen to be received according to the terms of severance
(6) Seniority shall be credited only on active periods of employment.

ARTICLE XIV - SICK LEAVE

1. Sick leave shall be accumulated by employees at the rate of 1.2 days per month of employment during the preceding calendar year. In any event the accumulation shall not exceed 14.4 days during any one calendar year.

2. All sick leave time shall be accumulated according to the time worked during the preceding calendar year, but may be anticipated during any current year upon authorization of the City Manager.

3. Fire Department employees working under the "platoon system" may accumulate unused sick leave up to a maximum of 129.8 working days. Thereafter a fellow employee in the same classification may substitute for such absent employees without loss of pay. The period of such substitution shall not exceed that determined by the Chief of the Fire Department and approved by the City Manager, and shall at all times be subject to termination, reduction or regulation by the City Manager.

4. A day of sick leave shall be cancelled for each day an employee would have worked during the normal work week, and shall be paid for at the rate an employee would have earned on that particular day, exclusive of overtime. Sick leave of Fire Department employees working under the "platoon system" shall be

liquidated at the rate of 2.55 days for each 24-hour day of absence from duty. Sick leave shall be liquidated at the rate of .106 hours for each hour of absence from duty (one (1) hour absence = $\frac{2.55 \text{ days}}{24 \text{ hours}}$ = .106 hours).

5. An employee disabled and absent from duty as a result of service connected injury incurred in the employment of the City shall receive his straight time salary without deduction from accumulated sick leave for the period of said disability and absence but not to exceed fifteen (15) calendar days commencing with date of injury. All workman's compenstion for wages received during this period will be turned over to the City.

6. An employee may request anticipated sick leave during his first year of employment which, if granted, shall be deducted from his accumulation during that year.

7. Sick leave will be taken only for the following reasons and will be compensated for under the following conditions:

Any illness an employee may contact preventing his ability to perform normally and safely at work or any exposure to contagious disease he may experience through which the health of others would be endangered by his attendance on duty.

Any injury or illness to the employee's spouse, child, step-child, mother, father, mother-in-law or father-in-law, which requires the hospitalization or emergency medical treatment of that individual.

Any non-duty disability an employee may sustain, excepting therefrom injury that may be sustained while being temporarily in the employ of another during his off-time or such injury that may be sustained in conjunction with his conviction of the violation of an ordinance or law.

For a service connected disability (a) other than that for which the employer received Workmen's Compensation benefits for lost time; or (b) for which the employee is receiving Workmen's Compensation and shall have elected to be paid the difference between the benefits of the Workmen's Compensation received by him for such service-connected disability and his normal wage or salary, to be paid out of the operating funds of the department involved, in which event said employee's earned sick leave shall be used at the rate of one-third (1/3) sick leave day for each day of such service-connected

disability, until such sick leave accumulation has been exhausted, at which time such payments out of the operating funds of the department involved shall cease, unless the City Commission shall authorize an extension of leave.

8. A medical certificate may be required as evidence of an employee's illness or injury that prevented his attendance at work before compensation for the period will be allowed.

9. An employee who has been absent from duty due to injury, or absent from duty for three or more consecutive work shifts due to illness, may be required to have the Physician's Release form turned in prior to returning to duty.

10. Sick leave accruals shall be retained by an employee in each of the following caes: An employee who is absent on leave without pay; an employee who transfers from one classification or department to another; a classified employee who is recalled from a layoff.

11. Fifty percent (50%) of any unused accumulated sick leave in excess of 129.8 working days shall be paid by the City to the employee on an annual basis with payment to be made on January 31 of the calendar year next succeeding the accrual.

12. In the event of a confining illness and provided the sick leave accumulation has been exhausted, the City Commission may authorize an extension of leave to the extent of five (5) days for each year of service not to exceed an additional sixty (60) working days; provided, however, that in the case of an employee who shall have been in City Service for more than fifteen (15) years, such additional leave may be extended to, not to exceed six (6) months, instead of sixty (60) days.

13. Upon termination of employment under honorable conditions, retirement or death, the employee's accrued sick leave will be compensated at the rate of one-half of the value of the accumulated sick leave, provided the employee has had twelve (12) months continuous employment with the City at the time of termination.

ARTICLE XV - BEREAVEMENT AND JURY DUTY LEAVE

Sec. 1, Bereavement Leave

In the event there is a death in the immediate family of any employee consisting only of spouse, parent, grandparent, child, step-child, brother, sister, mother-in-law, father-in-law,

son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-father, step-mother and grandchild and the employee attends the funeral service, such employee may be granted up to a three-day leave of absence with full pay. In no event shall this three-day leave of absence exceed five (5) calendar days. An employee may be granted up to eight (8) hours of bereavement leave with pay in the event of a death in the family of such employee other than hereinbefore set forth, provided the employee attends the funeral service.

Sec. 2, Jury Duty Leave

An employee who is summoned and reports for jury duty as prescribed by applicable law, shall be paid by the employer an amount equal to the difference between the amount of wages the employee otherwise would have earned by working during straight time hours for the employer on that date, and the daily jury duty fee paid by the courts, not including travel allowances or reimbursements of expenses, for each day on which he reports for or performs jury duty, and on which he otherwise would have been scheduled to work for the employer.

ARTICLE XVI - INSURANCE

Sec. 1, Life Insurance

The City of Muskegon will provide life insurance in the amount equal to the annual base salary for each employee covered by this agreement. The City of Muskegon will not provide life insurance for retirees formerly covered by this agreement.

Sec. 2, Hospital Medical-Surgical Benefits

The City of Muskegon shall pay 100% of the premium or premiums for a basic health plan at the semi-private room rate and for a major medical plan for all employees and their dependents covered by this agreement.

Present employees who retire after January 1, 1975, will receive the benefits of this article, until they attain age sixty-five (65).

Past employees who have retired before January 1, 1975, will receive the benefits as adopted for them by the City Commission of the City of Muskegon on February 11, 1975, effective February 27, 1975, until they attain age sixty-five (65), as the resolution of the City Commission may from time to time be amended.

ARTICLE XVI - INSURANCE (continued)

Sec. 3, Dental Insurance Plan

The City will provide a dental insurance plan (City of Muskegon Plan) covering all employees covered by this collective bargaining agreement.

Sec. 4, Prescription Drug Plan

The City will provide a prescription drug plan (City of Muskegon Prescription Drug Plan) covering all employees covered by this collective bargaining agreement.

ARTICLE XVII - HEALTH AND WELFARE

The Chief of the Department shall make reasonable provisions for the safety and health of the employees during the hours of their employment, and shall provide protective devices and other equipment necessary to protect the employees from injury and sickness in conformity with statutory requirements.

ARTICLE XVIII - UNIFORM ALLOWANCE

The City agrees to continue providing turnout coats, boots, gloves and helmets at no cost to the employee. Other authorized items including work shirts and pants, uniform coats and pants, uniform caps and bunkers, raincoat liners, and one pair of shoes per year shall remain the responsibility of the individual fireman, except that the City shall reimburse the employee for acquisition of these items up to $180.00 per year. However, City will pay no more than what the employee actually spends during the fiscal year. For example, if the employee only spends $50.00, the employee will be reimbursed only $50.00. If the employee spends $195.00, the employee will only be reimbursed $180.00.

Each employee may expend up to $55.00 from the uniform allowance for one pair of shoes per year.

ARTICLE XIX - MAINTENANCE OF CONDITIONS

Sec. 1, Terms in Effect

Wages, hours and conditions of employment in effect at the execution of this agreement shall, as contained herein, be maintained during the term of this agreement.

Sec. 2, Unilateral Changes Prohibited

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

Sec. 3, Relation to Regulations, etc.

This agreement shall supersede any local rules and regulations inconsistent herewith. Insofar as any of the provisions of the agreement shall conflict with any ordinance or resolution of the City Commission, appropriate action shall be taken to render such ordinance or resolution compatible with this agreement.

Sec. 4, Labor-Management Committee

There shall be established and maintained a labor-management committee consisting of three union members and three management representatives to discuss matters of conflict with this agreement not covered by the grievance procedure hereinafter set forth.

For such matters not previously subject to contract negotiations, the labor-management committee may consider those matters which fall within generally recognized negotiable subjects as a basis for a supplemental agreement subject to further ratification by the respective parties. The effective date of any such supplemental agreement shall not exceed the contract period of the current major agreement.

Sec. 5, Advancement

No employee shall be classified to a vacant higher position on a permanent basis without having passed an examination for such higher position and properly placed on the eligibility list.

ARTICLE XX - DISCIPLINARY ACTION

Disciplinary action shall be processed in accordance with the procedure prescribed in the Civil Service Commission Rules and Regulations rules 10 and 12. No permanent employee shall be removed, discharged, reduced in rank or pay, suspended or otherwise penalized except for cause and in no event until the employee and the Union shall have been furnished with a written statement of the charges and reasons for such action. All charges shall be void unless filed within 10 duty periods as scheduled under Article X of the agreement after the City has knowledge of the occurrence of the alleged violation. In any trial board proceedings, the employee shall have reasonable time to prepare for the defense against the charges preferred and shall have the right of counsel and shall be afforded due process.

The decision of the Civil Service Commission may be appealed to arbitration. Notice of intent to arbitrate such matters shall be received within 14 calendar days after receipt of the formal decision of the Civil Service Commission. The cost of an appeal on a disciplinary action to arbitration shall be borne by the losing party.

ARTICLE XXI - GRIEVANCE AND APPEAL PROCEDURE

Sec. 1, Definition

A grievance is any dispute, controversy or difference between the City and employees or the Union regarding the meaning, interpretation or application of expressed terms and provisions of this agreement.

Sec. 2, Time Limits

The time limits outlined below are meant to be binding. Any grievance not initiated, taken to the next step or answered within the time limit shall be considered settled on the basis of the last answer by management if the Union does not move to the next step within the time limits. If the City does not comply to the time limits, the grievance moves to the next step of appeal.

Step One

The Union may initiate a grievance by reducing the grievance to writing and presenting it to the department head or his designate. No grievance shall be considered timely unless it is filed within 10 duty periods as scheduled in Article X of this agreement of the occurrence upon which the grievance is based. The department head shall act upon a grievance within 10 calendar days of the time he received it. He shall reduce his answer to writing on the grievance form and shall return the grievance to the filing party.

Step Two

If the filing party is not satisfied with the disposition made by the department head, the grievance may be transmitted within ten (10) calendar days by the Union to the City Manager. The City Manager shall render the written disposition of the grievance within fifteen (15) calendar days after presentation to him.

Step Three

If the grievance is not adjusted by any of the above steps, the Union may, within fourteen (14) calendar days after receipt of the written answer from the City Manager, give notice of its intent to submit the grievance to arbitration. In the event the City and the Union cannot agree on a choice of an arbitrator within fourteen (14) calendar days after the Union has notified the City of its intent to arbitrate, the parties shall then obtain a panel of five names from the Michigan Employment Relations Commission. The arbitrator shall then be selected from the panel of this list until only one remains. The arbitrator shall have jurisdiction and authority only to interpret, apply and determine

compliance with this agreement and shall not add to, subtract from or alter in any way its provisions. The arbitrator's decision shall be final and binding on both parties.

In the event a case is appealed to an arbitrator and he finds he has no power to rule on such case, the matter shall be referred to the parties without decision or recommendation on the merits of the case. The decision of the arbitrator in any case may not require retroactive wages in another case. The fees and expenses of an arbitrator and cost of the place of such hearing as is selected by mutual agreement of the parties will be equally divided between the City and the Union. The parties shall bear individually the cost of presenting their respective cases in arbitration with the exception of matters of disciplinary action on appeal from Civil Service.

The following articles are agreed upon as additions to the language of the present contract.

Sec. 3, Other Remedies

The grievance procedures provided in this agreement shall be supplementary or cumulative to, rather than exclusive of, any procedures or remedies afforded to any employee by law.

ARTICLE XXII - 40 HOUR EMPLOYEES

Uniformed members of the Muskegon Fire Department assigned to a 40-hour work week schedule shall in lieu of the leave and holiday schedule benefits accorded in this agreement, receive all benefits found in Exhibit B of the contract.

ARTICLE XXIII - GENERAL

Sec. 1, No Strike Clause

The Union agrees that it will not strike, nor shall it authorize or consent to a strike by any of its members during the life of this agreement. The employer agrees that there shall be no lockout during the period of this agreement.

For the purpose of this agreement, the word "strike" shall mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, or compensation, or the rights, privileges or obligations of employment.

ARTICLE XXI - GRIEVANCE AND APPEAL PROCEDURE (continued)

Sec. 2, 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 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.

Sec. 3, Mutual Agreement on Changes in Contract

If, prior to the expiration of the agreement, any Article or Section of this agreement is found to be inconsistent or unworkable, changes can be made if there is mutual agreement between the City and the Union.

Sec. 4, Distribution of Agreement

A copy of this agreement shall be distributed by the City to each employee covered by this agreement.

ARTICLE XXIV - DURATION

Sec. 1, Duration

This agreement shall be effective the 1st day of January, 1987, and shall remain in full force and effect to and including December 31, 1989.

Sec. 2, Extensions

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 30 days written notice.

ARTICLE XXV - COST-OF-LIVING

The cost-of-living allowance previously included in collective bargaining agreements between the Union and the City shall be frozen during the term of this agreement and no cost-of-living allowance payments shall be made by the City during calendar years 1987, 1988 and 1989.

ARTICLE XXVI - REOPENER

The parties agree that if, during the life of this contract, the Charter of the City of Muskegon is amended to the effect that the Civil Service Commission is either abolished or established in some fashion other than by Charter, this contract may be reopened for negotiations upon the request of either party. The negotiations conducted pursuant to said reopener shall be specifically limited to areas previously within the exclusive jurisdiction of the Civil Service Commission of the City of Muskegon.

ARTICLE XXVII - PENSION

Sec. 1, Retirement Age

The parties agree that the Policemen and Firemen Retirement System has been amended to permit firemen the opportunity to retire, without a reduction in pension benefits due to early retirement, at age fifty-three (53) with twenty-five (25) years of service.

Sec. 2, Withdrawal of Employee Contributions

A member who retires on or after January 1, 1984 pursuant to Section 12 or Section 13 of the Policemen and Firemen Retirement System Ordinance may elect to be paid a refund of all or part of the accumulated contributions standing to the member's credit in the reserve for employee contributions at the effective date of retirement. A member who terminates City employment with a pension payable pursuant to Section 14 of the Policemen and Firemen Retirement System Ordinance may elect to be paid a refund of all or part of the member's accumulated contributions on the effective date of retirement. Provided, however, that any member who withdraws accumulated contributions prior to the effective date of retirement shall forfeit any right to a pension. Upon election of this refund provision, the retirant's straight life pension shall be reduced by an amount which is actuarily equivalent to the refunded accumulated contributions. The actuarial equivalent amount shall be computed on the basis of the mortality table, adopted by the Board of Trustees, and the interest rate, published monthly by the Pension Benefit Guaranty Corporation for use in converting a series of monthly annuity payments into a lump sum value, in effect at date of retirement. The retiring member may elect option A or option B, as provided for in the ordinances, in conjunction with the refund provision of this paragraph.

ARTICLE XXVII - PENSION (continued)

Sec. 3, Retirement Benefit

Upon his retirement as provided in the Police-Fire Retirement System Ordinance a member or former member shall be paid a level straight life pension terminating upon his death or he may elect, within the ninety (90) day period immediately preceding or the twenty (20) day period immediately following the date his retirement begins, to be paid his pension under an optional form of payment provided in section 16 of the Police-Fire Retirement System Ordinance in lieu of a level straight life pension. Subject to section 23 of the Police-Fire Retirement System Ordinance, the amount of his level straight life pension shall be equal to 2.0% of his final average compensation multiplied by his credited service, not to exceed thirty-five (35) years. In no case shall the amount of his level straight life pension exceed seventy-five (75%) percent of a fire fighter's compensation, as fixed in the City budget for the fiscal year in which he retires.

ARTICLE XXVIII - TECHNOLOGICAL CHANGE

No less than sixty (60) days prior to the introduction or implementation of major or substantial technological changes to the operation of the City of Muskegon Fire Department, the City shall, in writing, notify the Union of the nature and type of changes which are proposed. The City and the Union shall promptly meet and confer with regard to the advisability, nature and impact of said changes. The Union shall have the right to comment upon the proposed changes but following the expiration of sixty (60) days following written notice, the City may implement said changes. Any alleged violations of the expressed terms of the collective bargaining agreement may be the subject matter of a grievance or grievances.

ARTICLE XXIX - RESIDENCY

All prospective new hires shall be residents of the City of Muskegon no later than the completion of the probationary period. Upon failure to do so, they shall be discharged from employment. Any person so discharged from employment shall have no access to the grievance procedures as to such discharge.

ARTICLE XXX - PROBATIONARY PERIOD

The probationary period for purposes of evaluation and residency is one (1) year.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives the day and year first above written.

CITY OF MUSKEGON, MICHIGAN
a Municipal Corporation

By: Norman C. Kruse

Dated: DECEMBER 15, 1988
At Muskegon, Michigan.

WITNESS James R. Hudson
City Clerk

LOCAL NO. 370 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, also known as Muskegon Fire Fighters Association, AFL-CIO

By Eugene E. Stout
Its President

And Robert B. Grabowski
Its Secretary

EXHIBIT A

CITY OF MUSKEGON

FIREFIGHTERS ASSOCIATION LOCAL #370

1987 SALARY SCHEDULE (3%)

POSITION	START	6 MOS.	1 YR.	18 MOS.	2 YRS.	30 MOS.	3 YRS.	42 MOS.	4 YRS.
FIREFIGHTER	$25,362	$25,633	$25,901	$26,170	$26,441	$26,709	$26,979	$27,249	$27,522
ASS'T MECHANIC	29,883	30,330	30,778						
MASTER MECHANIC	32,562	33,024	33,489						
LIEUTENANT	29,883	30,330	30,778						
CAPTAIN	32,562	33,024	33,489						
FIRE MARSHAL	34,698	35,180	35,664						
BATTALION CHIEF	34,698	35,180	35,664						
ASS'T CHIEF	35,499	35,988	36,480						

EXHIBIT A

CITY OF MUSKEGON

FIREFIGHTERS ASSOCIATION LOCAL #370

1988 SALARY SCHEDULE (4%)

POSITION	START	6 MOS.	1 YR.	18 MOS.	2 YRS.	30 MOS.	3 YRS.	42 MOS.	4 YRS.
FIREFIGHTER	26,376	26,658	26,937	27,217	27,499	27,777	28,058	28,339	28,622
ASS'T MECHANIC	31,079	31,544	32,010						
MASTER MECHANIC	33,865	34,345	34,829						
LIEUTENANT	31,079	31,544	32,010						
CAPTAIN	33,865	34,345	34,829						
FIRE MARSHAL	36,086	36,587	37,090						
BATTALION CHIEF	36,086	36,587	37,090						
ASS'T CHIEF	36,919	37,428	37,939						

EXHIBIT A

CITY OF MUSKEGON

FIREFIGHTERS ASSOCIATION LOCAL #370

1989 SALARY SCHEDULE (4%)

POSITION	START	6 MOS.	1 YR.	18 MOS.	2 YRS.	30 MOS.	3 YRS.	42 MOS.	4 YRS.
FIREFIGHTER	27,431	27,724	28,015	28,306	28,599	28,888	29,180	29,472	29,767
ASS'T MECHANIC	32,322	32,805	33,290						
MASTER MECHANIC	35,220	35,719	36,222						
LIEUTENANT	32,322	32,805	33,290						
CAPTAIN	35,220	35,719	36,222						
FIRE MARSHAL	37,529	38,050	38,574						
BATTALION CHIEF	37,529	38,050	38,574						
ASS'T CHIEF	38,396	38,925	39,456						

EXHIBIT B

40 HOUR EMPLOYEES IN THE FIRE DEPARTMENT (FIRE MARSHAL) (EXCLUDING CIVILIAN EMPLOYEES)

VACATION:

Vacation time shall be accumulated as follows:

(a) One day per month of employment but not to exceed ten (10) days per year during the first ten (10) years of continuous service.

(b) Employees who have completed ten (10) years or more of service shall be entitled to three (3) weeks of vacation each year, and employees who have completed fifteen (15) years or more of service shall be entitled to four weeks of vacation each year.

A day of vacation shall be cancelled for each day an employee would have worked during the normal work week and shall be paid for at the rate he would heave earned on that particular day exclusive of overtime.

If a holiday falls during a vacation period, the employee will be granted an additional day off.

HOLIDAYS:

Holidays to be observed shall be as follows:

New Year's Day
Martin Luther King Jr.'s Birthday
Memorial Day
July 4th
Labor Day
Veteran's Day
Thanksgiving
Day after Thanksgiving
Day before Christmas (Christmas Eve)
Christmas Day
Day before New Year (New Year's Eve)

PERSONAL LEAVE DAYS:

Employee shall be entitled to take one (1) personal leave day per calendar year.

WORKING HOURS:

Working hours shall be from 8:00 AM until 5:00 PM with one (1) hour off for lunch, Monday through Friday.

SICK LEAVE:

Sick leave shall be accumulated by employees at the rate of one (1) day per month of employment during the preceding calendar year. The accumulation shall not exceed twelve (12) days during any one calendar year.

Employees may accumulate unused sick leave up to a maximum of 120.0 working days.

A day of sick leave shall be cancelled for each day an employee would have worked during the normal work week, and shall be paid for at the rate an employee would have earned on that particular day, exclusive of overtime.

Fifty percent (50%) of any unused accumulated sick leave in excess of 120.0 working days shall be paid by the City to the employee on an annual basis with payments to be made on January 31 of the calendar year next succeeding the accrual.

BEREAVEMENT LEAVE:

In the event there is a death in the immediate family of any employee consisting only of spouse, parent, grandparent, child, step-child, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-father, step-mother and grandchild and the employee attends the funeral service, such employee shall be granted up to a three-day leave of absence with full pay.

An employee shall be granted up to one (1) day of bereavement leave with pay in the event of a death in the family of such employee other than hereinbefore set forth, provided the employee attends the funeral service.