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6/30/93

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF BAY CITY, MICHIGAN

AND

I.A.F.F. LOCAL #1435 - FIRE FIGHTERS

Bay City

EFFECTIVE JULY 1, 1989 THROUGH JUNE 30, 1993

**BAY CITY FIRE FIGHTERS
LOCAL 1435**

310 S. Birney Street
Bay City, Michigan 48708

September 17, 1991

Mr. Bruce Wagner, Personnel Manager
City of Bay City
301 Washington Avenue
Bay City, Michigan 48708

RE: Vacation Time for new hire in Fire Awareness.

Dear Mr. Wagner:

After our discussion of today Local 1435 agrees that any new hires in the Fire Awareness Unit will receive 12 vacation days to be available on the first of January immediately following the employees first year anniversary date. It is also understood that sick leave, holidays and personal leave will be accrued as called for in the current collective bargaining agreement in regards to forty hour personnel.

Thank you.

Jim Chapman

Jim Chapman, President
Bay City Fire Fighters Local 1435
jwcf

OK per Fred M.

C. J. Chapman
F. Murawski
9-30-91

*Approved -
Bruce Wagner
9/30/91*

RECEIVED

SEP 18 1991

PERSONNEL DIP

I.A.F.F. LOCAL #1435 - FIRE FIGHTERS
7/1/89 - 6/30/93

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COLLECTIVE BARGAINING AGREEMENT

LOCAL #1435 FIRE FIGHTERS
JULY 1, 1989 - JUNE 30, 1993

The Agreement entered into with all provisions to be effective July 1, 1989, unless otherwise stated, between the City of Bay City, Michigan, a Municipal Corporation, hereinafter called the "City" and Local #1435 of the International Association of Fire Fighters, also known as the Bay City Fire Fighters Union, AFL-CIO, hereinafter called the "Union."

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

ARTICLE 1
PRINCIPLES/POLICIES/PURPOSE

Sec. 1:1 - Recognition

The parties hereto have entered into this Agreement pursuant to the authority of Act 336 of the Public Acts of 1947, 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 interest 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. 1:2 - Definitions

"City" shall include the elected or appointed representatives of the City of Bay City, Michigan. "Union" shall include the officers or representatives of the Union. Whenever the singular number is used, it shall include the plural. In all cases, the use of male gender automatically includes female gender.

Sec. 1:3 - Membership

The employer agrees that all employees in the bargaining unit, defined as the officers and men of the Bay City Fire Department, excluding the Fire Chief, shall either be members in good standing of the Union or pay a service fee proportional to the collective bargaining cost of the Union, including the cost of negotiation and administration of contracts, the amount of which fee the Union shall certify to the employer. Provided, however, that any employee hired after the date of execution of this Agreement shall either become a member of the Union or shall pay a service fee proportional to the collective bargaining cost of the Union, including the cost of negotiation and administration of contracts, the amount of which fee the Union shall certify to the employer, with the obligation effective on the 31st day after commencement of employment. This section is in no way intended to alter the basic probationary period of one year used by the Department.

These provisions shall be a condition of employment and no employee shall be retained by the City unless the employee either becomes a

member of the Union or pays a service fee proportional to the collective bargaining cost of the Union, including the cost of negotiation and administration of contracts, the amount of which fee the Union shall certify to the employer.

Sec. 1:4 - Dues Deduction

Upon a receipt of a written authorization of payroll deduction, the employer agrees to deduct Union dues for Union members, or an amount equal to the Union dues for non-members, excluding the Fire Chief, from the pay of each employee authorizing said deduction.

Said dues for Union members, or an amount equal to the Union dues for non-members, excluding the Fire Chief, shall be deducted from the employees' pay authorizing such deduction the second pay of every month during the term of this contract and the City shall remit all dues from Union members and an amount equal to the Union dues for non-members, excluding the Fire Chief, made from the authorized deduction of the employees' pay checks to the designated Treasurer of the Union within five (5) business days of the time the deductions are made.

The Union will initially notify the City as to the amount of the dues to be deducted for Union members and the amount equal to the Union dues for non-members, excluding the Fire Chief. Any changes in the dues rate and the equivalent shall be similarly certified to the City and shall be done at least one (1) month in advance of the effective date of such change.

Sec. 1:5 - Union Activities

- 1) Employees and their Union representative shall have the right to join the Union to engage in lawful concerted activities for the purpose of collective negotiations or bargaining.
- 2) The President and/or duly authorized representative of the Union shall be afforded reasonable time-off during regular working hours without loss of pay to fulfill their Union responsibilities of negotiation with the City and processing grievances in accordance with Article 9.
- 3) The Union shall be provided suitable bulletin boards, including at least one (1) at each fire station for the posting of Union notices or other like materials; such boards shall be identified with the name of the Union and the Union shall designate persons responsible therefore.
- 4) The Union may schedule committee 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.
- 5) Three (3) men shall be allowed four (4) days each with pay for the Michigan State Fire Fighters Union Bi-Annual Convention. However, the Union agrees that no more than one employee off on any shift will be given time-off with pay.

It is understood that a normal work day for forty-hour personnel is eight (8) hours and for fifty-six (56) hour personnel is twelve (12) hours.

It is further understood that the days off with pay to attend the Michigan State Fire Fighters Union Bi-Annual Convention will only be granted to the personnel normally scheduled to work. The time and place of the convention will be submitted to the Fire Chief by Local #1435.

Sec. 1:6 - Aid to Other Unions

The City shall not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or organization for the purpose of undermining the Union, and the City shall make available to all employees of the bargaining unit a copy of this Agreement calling their attention to the fact that the Union has been recognized as the exclusive bargaining agent for all employees in the bargaining unit with respect to rates of pay, wages, hours of employment and working conditions.

Sec. 1:7 - Management Rights

Except when limited by the express provisions elsewhere in the Agreement, nothing in this Agreement shall restrict the City in the exercise of its functions of management under which it shall have, among others, the right to hire new employees and to direct the working force; to discipline, suspend and discharge for cause, transfer or layoff employees; require employees to observe departmental rules and regulations; to determine the location and number of fire stations; to decide the emergency services to be provided the public; to introduce new fire fighting equipment, methods and processes; to determine the work standards; to determine procedures by which such fire fighting or related work is to be performed. It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other rights not enumerated.

Sec. 1:8 - Continuation of Working Conditions

The City and the Union subscribe to the principle that this contract should be the complete agreement between the parties. The parties, however, recognize that it is most difficult to enumerate in an agreement practices inherent in a relationship of many years duration.

If any claim, understanding, agreement, past practice or condition of employment comes to the attention of either party during the term of this agreement, which is not covered by this agreement, the parties shall meet within five (5) days notice of such to discuss the understanding, agreement condition of employment, or past practice and negotiate a mutually satisfactory settlement. If the parties are unable to reach agreement within thirty (30) days of their initial meeting, the dispute may be submitted to arbitration under step III of Article IX - Grievance and Arbitration Procedure. The Union shall have the burden of proving the understanding, agreement, past practice, or condition of employment, and shall not prevail if it fails to meet this burden of proof. If it does meet this burden, the City shall prevail only if it can show fair and reasonable justification for the change. The entire dispute under this paragraph shall be heard by the same arbitrator in the same arbitration proceeding.

Sec. 1:9 - Changes in Wages/Hours/Terms and Conditions of Employment

The City and the Union mutually agree to make no unilateral change in wages, hours or terms and conditions of employment contrary to this agreement.

Sec. 1:10 - Union/City Meetings

A committee consisting of not more than four (4) representatives of the Union all of whom shall be employees of the City, and four (4) representative designated by the City, all of whom shall be employees of the City, shall meet from time to time for the purpose of improving City and Union relations and to discuss common problems. By mutual agreement, either or both parties may have someone else in attendance. The date, time and place of such meeting shall be scheduled by mutual agreement.

Sec. 1:11 - Written Orders

A copy of each written order of the Fire Chief, relating to rates of pay, wages, hours of employment or other conditions of employment, will be furnished to the Union upon its issuance.

Sec. 1:12 - Agreement Copies

The City will provide the Union with 75 copies of this Agreement on standard 8 1/2 x 11 paper.

ARTICLE 2
HOURS OF WORK

Sec. 2:1 - Present Work Schedule

- A. Fire Fighting Force Twenty-four (24) Hour Personnel: The scheduled tour of duty shall consist of twenty-four (24) consecutive hours. The work week shall consist of not more than fifty-six (56) hours in a nine (9) calendar day cycle under the three platoon system. Starting time 7:00 a.m. to 7:00 a.m. subject to change when mutually agreed upon by the Union and City.
- B. Eight (8) Hour Personnel: Fire Marshal, Training Officer, Special Duty Officer, and Administrative Assistant. The work schedule shall consist of an eight (8) hour day, forty (40) hour week. Start time 8:00 a.m. to 5:00 p.m., subject to change when mutually agreed upon by Union and City.
- C. Dispatchers: The work schedule for Dispatchers shall be an eight (8) hour day, forty (40) hour week, on a swing shift basis, Mondays through Fridays. Starting time 7:00 a.m. to 3:00 p.m., 3:00 p.m. to 11:00 p.m., and 11:00 p.m. to 7:00 a.m., subject to change when mutually agreed upon by Union and City.

Sec. 2:2 - Trading of Time by Employees

Employees may be permitted to work for each other, provided they are qualified to perform the work, subject to their immediate supervisor's approval and concurrence of the Assistant Chief or Acting Assistant

Chief and only if such trading of time does not permit the City to become liable for any overtime or other costs under the State or Federal Fair Labor Standards Act covering fire fighters.

Control of trading of time shall be vested in the Fire Chief or Acting Fire Chief and in the Union.

In the event of trading of time, no compensation shall be paid.

ARTICLE 3
SALARIES AND WAGES

Sec. 3:1 - Salaries and Wages

All members of the bargaining unit shall receive the following wage increases: (See Appendix A)

7/1/89 = 0%	7/1/91 = 2%	7/1/92 = 4%
7/1/90 = 3%	1/1/92 = 2%	

Sec. 3:2 - Longevity Pay

All members of the bargaining unit shall be paid longevity pay on the base wage of Fifteen Thousand Dollars (\$15,000) during the duration of this contract as follows:

After completion of 5 years employment - 2%
After completion of 10 years employment - 4%
After completion of 15 years employment - 6%
After completion of 20 years employment - 8%

Sec. 3:3 - Like Work/Like Pay Provision

- A. When an employee is assigned to a higher job classification, he shall be paid the rate of the higher classification.
- B. Like pay for like work shall be compensable for only the actual time on duty in the respective acting capacity.
- C. Compensation shall not be paid to pipemen or laddermen receiving training or instruction in driving, or while only driving during return from emergencies or while driving non-emergency vehicles.
- D. Engineers, when assigned as an Acting Lieutenant, will receive a Lieutenant's pay for the duration of the assignment.

Sec. 3:4 - Premium Pay

- A. All members of the bargaining unit who are working a forty (40) hour work week shall be paid a premium of ten cents (\$.10) and twenty cents (\$.20) when regularly scheduled on second and third shifts respectively and/or worked 75% of the time on each such second shift or 75% of the time on each such third shift.
- B. Effective July 1, 1987, a premium of 1.5% of the employee's base wage shall be paid to all employees in the classification of fire fighter (excluding the Fire Awareness Unit) who are State licensed Emergency Medical Technicians (EMT). All employees hired after

January 1, 1987, and holding the classification of fire fighter shall maintain a State of Michigan Emergency Medical Technician (EMT) license as a condition of continued employment.

Sec. 3:5 - Pay Period

Effective with the payroll beginning 7/3/80, or as soon as practicable thereafter, current weekly payroll period will be changed to an every-other week basis.

Sec. 3:6 - Deferred Compensation

Upon appropriate written authorization from the employee, the City shall deduct from the salary of the employee and make appropriate remittance for the ICMA Retirement Corporation deferred compensation plan.

ARTICLE 4
VACATIONS

Sec. 4:1 - Fire Suppression Personnel

Employees shall be eligible for annual vacation, with all regular pay and fringe benefits, on the following basis: (for the purpose of this section, a day shall be defined as a scheduled twenty-four (24) hour tour of duty).

- A. **Regular Vacation:** vacation time shall consist of one six (6) day vacation period for employee with one (1) to five (5) years of continuous service to be effective on the beginning of the calendar year immediately following an employee's first anniversary date.

Employees with five (5) to fifteen (15) years continuous service shall, in the calendar year immediately following the employee's fifth anniversary date, be entitled to two (2) vacation periods or twelve (12) duty days of vacation each year.

- B. **Personal Vacation Day:** after an employee has completed fifteen (15) continuous years of regular City employment, beginning on their anniversary date, they shall be entitled to one-half (1/2) day of vacation to be taken as a personal day.

Each employee shall be entitled to carry over the one-half (1/2) day of personal vacation from year to year, or receive compensation at his prevailing hourly rate for the unused personal day in the last pay period of each calendar year.

- C. **Anniversary Date:** the anniversary date of service, for the purposes of this article, shall be measured by reference to the original date of City employment.
- D. **Vacation Schedule:** the first vacation selection shall consist of six (6) consecutive duty days, commencing with the first duty day of the first three-day cycle in January. Vacation periods are to start on the first duty day of each shift beginning in January and running consecutively throughout the year.

The selection of a second or third vacation period may consist of six (6) or three (3) consecutive duty days each, commencing with the first duty day of a three-day cycle. Employees with five (5) or more years of continuous service will be allowed to split their second vacation request. If an employee desires two (2) three-day vacation periods, they shall designate their selection in the second vacation pick. The additional three-day vacation pick shall be in the third vacation pick.

- E. **Method of Selection:** vacation will be picked by seniority per shift. Six (6) duty day vacation periods shall be picked first; additional second or third vacations choices shall be picked after all first vacation picks are made. Selections are to be made prior to November 10th of the preceding year. Each employee shall be afforded up to four (4) business hours to specify his selection after being contacted personally to select a vacation period. If an employee fails to select a vacation during this period, his name will be placed at the end of the shift seniority list. There may be four (4) vacation selections made within a vacation period, but not more than two (2) persons will be allowed off at any one time during a vacation period.
- F. **Assistant Chief and Captains at Station One** will not be allowed to select vacation at the same time. However, they will not be placed in the general vacation pool and their selections shall be within a period in the vacation schedule. Their selection may be changed with reasonable notice, subject to the approval of the Fire Chief.
- G. **Vacation periods that are vacated or open**, will be available and posted as they occur. The posting will be for six (6) days, if time allows, and awarded to employees on a seniority basis.
- H. **When an employee is transferred from one shift to another**, his vacation choices will be selected from the open vacation period(s) on the new shift.

Sec. 4:2 - Forty Hour Personnel

Employees shall be eligible for annual vacations, with all regular pay and fringe benefits, on the following basis (for the purpose of this section, a day shall be defined as a scheduled eight-hour (8) tour of duty):

- A. **Regular Vacation:** An employee shall be entitled to 1 and 7/12 days of vacation for each month of employment per year (19 days per annum). Vacations shall be taken in the calendar year in which earned and may not be carried over to the next calendar year unless specifically requested by the Head of the Department and approved by the City Manager. Where an employee is entitled to a holiday, it is not to be charged against his vacation time.
- B. **Method of Picking Vacations:** An employee may request his vacation in any month, but conflicts shall be determined by seniority. Vacations are to taken on consecutive days at such times and in such units as shall be arranged with the department in advance, subject to the best interest of the department.

- C. **Personal Vacation Days:** After an employee has completed five (5) full years of regular City employment, beginning on his anniversary date, he shall be entitled to two (2) additional days of vacation.

After an employee has completed ten (10) full years of regular City employment, beginning on his anniversary date, he shall be entitled to three (3) additional days of vacation, not to exceed five (5) days per annum.

Each employee shall be entitled to carry over one (1) personal vacation day from year to year, or receive compensation at his prevailing hourly rate for all unused personal vacation days in the last pay period of each calendar year.

- D. **Compensatory Time:** In lieu of cash payment for overtime hours worked, employees who are regularly assigned to a forty (40) hour work week, may accumulate at the rate earned, an amount of time not to exceed eighty (80) hours, to be used as personal time off work.

Sec. 4:3 - Pay for Lost Vacations

Where an employee is unable to take his earned vacation, or personal holidays for reasons of sickness or disability, and is off work on Sick Leave or Workmen's Compensation, he shall be paid for all vacation pay earned in lieu of the vacation time lost. If he returns before the end of the calendar year, he shall receive his vacation when desired, provided that the time can be arranged without undue hardship on the Department.

Sec. 4:4 - Vacation Pay

Vacations are to be taken in time off. Employees are not permitted to work for the City during vacation periods and obtain "double pay", except as provided in Section 12:1.

Sec. 4:5 - Advance of Pay While on Vacation

If a regular payday falls during an employee's vacation, and he is to be on vacation for two weeks or longer, he will be entitled to receive that check in advance before going on vacation; provided, however, the employee must make written request to the City Manager's office two (2) weeks before leaving if he desires to receive said check in advance. Employee shall receive only one (1) check in advance at any given time.

ARTICLE 5 HOLIDAYS

Sec. 5:1 - Paid Holidays/Twenty Four Hour Personnel

Six (6) paid holidays designated as New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day are hereby granted.

Sec. 5:2 - Holiday Pay

Effective 7/1/89, a cash bonus of \$800 will be paid in lieu of actual paid holidays. Holiday pay is to be paid on the last payday of November of each year.

Effective 7/1/90, holiday pay shall be \$900.

Effective 7/1/91, holiday pay shall be \$1,000 annually.

Sec. 5:3 - Holidays/Forty Hour Personnel

Holiday pay is compensation paid for the time during which work would normally be performed, said work having been suspended by reason of a general holiday. The following shall be general paid holidays and they are considered legal holidays:

New Year's Day	Thanksgiving Day	General Election Days
Good Friday	Day after Thanksgiving	(not to include primary,
Memorial Day	Christmas Eve	special or similar elections)
Fourth of July	Christmas Day	
Labor Day	New Year's Eve	

If the holiday falls on a weekend, the City shall designate another day as the holiday.

Sec. 5:4 - Personal Holidays/Forty Hour Personnel

Employees shall be entitled to two (2) personal holidays. Said holidays are to be taken as desired by the individual employee, subject to the convenience of the department as determined by the officer in charge. Personal holidays are to be taken in the year earned, and may not be accumulated.

ARTICLE 6
LEAVES OF ABSENCE

Sec. 6:1 - Service Incurred Injury

- A. Method of Compensation: From the first day of disability, except as provided by 6:1(b) below, 80% of an employee's wages shall be paid to the members of the fire department. Such payment shall continue thereafter. Workmen's compensation shall be effective only when an injury is considered to be in the line of duty and will be with the understanding that the necessary doctor's reports would be made periodically to the City Manager and that each would be decided on its individual merits.
- B. An employee who sustains a work-related injury while in the course of responding to or neutralizing an emergency incident shall receive 100% of his pay for up to thirty (30) calendar days of a medically substantiated disability from such injury.
- C. For the first six (6) months a member is disabled under Workmen's Compensation, the member shall continue to accumulate vacation leave credit, sick leave credit and all other fringe benefits which are normally credited to the members.

Sec. 6:2 - Sick Leave

- A. Fire Fighting Division: (Day means twelve (12) hour tour of duty). An employee shall be entitled to one (1) day of paid sick leave monthly, beginning on his initial day of employment, with unlimited accumulation.
- B. Forty Hour Personnel: (Day means eight (8) hour tour of duty). An employee shall be entitled to one (1) day paid sick leave monthly, beginning on his initial day of employment, with unlimited accumulation.
- C. In addition to the twelve (12) days which the employee may accumulate, both in the fire fighting division and for forty (40) hour personnel a bonus of two (2) sick leave days will be added where an employee does not use any accumulated sick leave in the period beginning January 1st and through June 30th of a calendar year, and another bonus of two (2) sick leave days will be added if the employee does not use accumulated sick leave in the period beginning July 1st and through December 31st of a calendar year.
- D. While on paid sick leave an employee shall be entitled to all fringe benefits.
- E. Sick time shall be computed at the rate of time used, in units of not less than one (1) hour.
- F. In the event an employee changes from the fire fighting division to forty (40) hour personnel, or vice versa, his vacation and sick leave credits shall be prorated accordingly.
- G. In the event an employee retires, or dies before retirement, he or his survivors shall receive compensation in a sum equivalent to one-half (1/2) of his accumulated sick leave credits, (maximum two hundred (200) days) at his prevailing hourly rate according to his classification.
- H. Six (6) twelve (12) hour days (Fire Fighting Division) or five (5) eight (8) hour days (Forty-Hour Personnel) of accumulated sick time per contract year may be used by the employees for family illness (family being defined as spouse or children living at home).
- I. Where necessary, an employee shall be granted time off for sick leave. Within his accumulated sick leave, such time off will be charged to paid sick leave. Where no sick leave time remains, such time off shall be carried as sick leave without pay except where the Sick List or the Buddy System has taken effect as referred to in this agreement then said Sick List or the Buddy System shall go into effect according to its Constitution, at no cost to the City.
- J. In case of illness, an employee shall notify the Chief or his Assistant at least one-half (1/2) hour before the time in which he is to report for duty. Failure to report in on time shall constitute an offense (emergencies shall be taken into consideration) and the employees shall receive a written

warning for the first offense, one (1) day suspension for the second offense, and a five (5) day suspension for subsequent offenses within one (1) year.

- K. In the event an employee is absent on account of illness more than twice during a contract year, one (1) day's regular straight time pay shall be deducted from the benefits payable for subsequent absences.
- L. In order to reward the employee who has accumulated his sick leave, the number of allowable absences without loss of his regular straight time pay shall be increased by one (1) for each successive twelve (12) days of accumulative sick leave, up to a maximum of five (5) absences per contract year. The additional allowable absences so earned will subsequently be reduced by one (1) for each absence in any contract year but not before the two (2) allowed in Section 6:2(K) have been used. Thereafter, the regular deduction provided for in the section shall apply.
- M. An absence because of illness extending from one contract year into the immediately succeeding contract year shall not be considered occasion for an absence during the succeeding contract year.
- N. If an employee returns to work after an illness and it is determined that he has not recovered sufficiently from such illness to continue working he shall be excused and the absence resulting therefrom shall not be counted an additional illness.
- O. Any employee who becomes so disabled under circumstances where there is, or may be a dispute as to whether his disability is covered by the Michigan Workmen's Compensation Act shall nevertheless receive Sick leave benefits if the employee first signs a statement providing that the City will receive full credit for all such payments received by the employee against any benefits for any disability later determined to be covered by the Michigan Workmen's Compensation Act.
- P. Any employee off sick shall cooperate in furnishing information to verify such sickness. It will be expected that such employees will normally be confined to their homes, unless in a hospital or seeking medical assistance, and if a designated agent of the City calls at the home of a person off on sick leave and the employee is not at home, such employee may be required to furnish a doctor's certificate or statement verifying such illness. The Department shall have the discretion to require the furnishing of a doctor's statement to verify an illness or injury. The false reporting of time off as being required for sickness shall constitute a Second Grade Offense of the Rules and Regulations of the Bay City Fire Department.
- Q. An employee may use up to one (1) day (12 hours) of sick leave per year in increments of not less than one (1) hour, for doctor and dental visits. Such use not to cause loss of bonus days.

Sec. 6:3 - Sick List or Buddy System

Only those fire fighters who are members of the International Association of Fire Fighters, also known as the Bay City Fire Fighters

Union AFL-CIO shall be eligible to participate in the "Sick List" or "Buddy System", as it is presently known, which originally become effective January 1, 1945, and is presently amended to the date of this Collective Bargaining Agreement.

It is understood the use of this system will not be allowed if the City becomes liable for any overtime or other costs under the State or Federal Fair Labor Standards Acts covering firemen, as a result of the use of this system.

Sec. 6:4 - Leave of Absence Without Pay Fringe Benefits

An employee who has completed his probationary period may be granted a leave of absence for personal reasons, without pay and without loss of seniority, for a period not to exceed thirty (30) calendar days in any calendar year, provided he obtains advance written permission from the City and can be spared from work for that purpose. Application for such leave shall be in writing. On review by the City Manager, leave may be extended for good and valid reasons, if said reasons are deemed consistent with the best interest of the Department.

Leaves of absences will not be given for the purpose of enabling any employee to work for another employer or to engage in any form of self-employment and any employee who obtains a leave of absence by misrepresenting the purposes, therefore, shall be discharged.

Leaves of absence shall be granted for the purpose of being elected or appointed to any full time Union office for periods up to two (2) years.

Sec. 6:5 - Emergency Leave

A. **Military Leave:** An employee shall be entitled to time off without pay for that period of time when required to be in the armed services including the National Guard. Members of the National Guard or reserve units, while on active training shall be entitled to up to two (2) weeks military leave per year at full pay with all fringe benefits; provided, however, that the employee shall account for all payments received for such service. (Cross reference - Sec. 6:6)

Such time off with pay will be limited to one enlistment period only for those members of the Department who are not members of the National Guard or Reserve units as of July 1, 1974.

B. **Jury Duty:** An employee shall be entitled to time off with pay and all fringe benefits for that period of time when obligated to attend in court as a juror or prospective juror in a court of record; provided, however, that the employee shall account to the City for such sums received in payment therefore. (Cross reference - Sec. 6:6)

C. **Witness in Court:** An employee shall be entitled to time off with pay and all fringe benefits for that period of time when obligated to attend any court proceedings as a witness during regular hours of employment; the employee shall account to the City for any witness fee received as a witness. An employee shall not be entitled to a witness fee under any circumstances where called as

as a witness for the City, but shall be paid straight time wages for time spent in attendance as a City witness during regular working hours and time and one-half (1 1/2) at other times.
(Cross reference - Sec. 6:6)

- D. **Funeral Leave:** Four (4) days (12-hour tour of duty) leave with pay, from notification of death through the day of burial provided that no member shall be required to return to duty within the same 24-four hour period of the day on which the funeral is held, shall be granted to the employee in case of death of a member of his immediate family.

A member of immediate family shall be defined as: spouse, parent, child, sibling, grandparent, mother-in-law, father-in-law, foster parent, legal guardian or step-relative to the same degree as above.

Where the death is of any other relative living in the household of the employee, or a brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild, the allowed time off shall be for the day of the funeral only.

This section, insofar as applicable, applies to forty (40) hour personnel, except their day shall be an eight (8) hour tour of duty.

- E. **Veteran's Funeral Leave:** Where requested by a proper official of a recognized veteran's organization, an employee may be granted reasonable time off, with pay, to attend a veteran's funeral or civic affair, as a representative of the Veteran's organization.

Sec. 6:6 - General Provisions/Accounting for Compensation

Where an employee is granted leave with pay on condition that he shall account for compensation received during said leave, it shall mean that he is entitled to receive payment from the City of only the difference between said compensation and his regular pay for that period. This is not to be construed as required accounting for payment in excess of City pay. Where arranged for in advance, such payment may be accomplished by the issuance of regular City pay for the period and the employee turning over the other compensation received to the City forthwith upon receipt. An employee shall not be required to account for compensation in reimbursement of actual expenses such as travel and meals (cross reference - Sec. 6:5 A,B,C).

ARTICLE 7
LIGHT DUTY

(replaces former Article 7 - Dispatcher)

It is agreed that whenever possible, disabled fire personnel shall be assigned to light duty work if available. Assignment to such work shall be vested in the Fire Chief upon approval of the City Manager.

ARTICLE 8
INSURANCE

Sec. 8:1 - Hospital - Surgical - Medical

The City will furnish the same health insurance (Blue Cross/Blue Shield MVF2 or Blue Care Network HMO) in effect immediately prior to the beginning of this Agreement, or equal insurance to all employees and their dependents, retirees and their dependents covered by this Agreement. The HMO is not available to retirees. A rider of \$3.00 prescription drug co-pay (employee pay), Predetermination and Second Opinion Surgery is also furnished. The health insurance premium for Fire Department retirees will be paid from the police and fire retirement funds. The City will continue to pay the premium for its employees who are on the payroll or who are receiving Workers' Compensation payments and for a period of three (3) months for persons not on the payroll but on sick leave without pay, and for a period of three (3) months from date of layoff for involuntary termination of employment, except where "fired for cause" in which event the coverage is to be terminated immediately.

The City shall pay full premiums and absorb future increases through the term of this Agreement.

All full-time members of the fire fighters bargaining unit and their families will be provided with a 50/50 dental plan with \$600 maximum per family member per year presently in effect.

Sec. 8:2 - Life Insurance

The City shall provide each member of the bargaining unit a Twenty-five Thousand Dollar (\$25,000) term life insurance policy, with the City paying full premiums effective as soon as possible.

Sec. 8:3 - AD&D Insurance

The City shall provide a Twenty-five Thousand Dollar (\$25,000) accidental death and dismemberment insurance for each member of the bargaining unit with the City paying full premiums effective as soon as possible.

Sec. 8:4 - Comprehensive General Liability Protection

The City shall provide each employee with Comprehensive General Liability coverage with no cost to the employee while such employee is acting within the scope of his duties. The type of coverage shall be provided in the following limits of liability: \$100,000 per person, \$300,000 aggregate each occurrence.

At the present time the City does not have any Comprehensive General Liability Insurance protecting employees who are covered by this Agreement. Until such time as the City purchases Comprehensive General Liability Insurance, the City will at its expense provide the employees covered by this Agreement with protection equal to Comprehensive General Liability Insurance and will save the employees harmless from any suits, claims, causes of action or judgements including all costs of defense the same as if the City had Comprehensive General Liability Insurance, at the above listed limits of liability.

ARTICLE 9
GRIEVANCE AND ARBITRATION

Sec. 9:1 - Grievance and Arbitration

Should any differences, disputes, or complaints arise as to the meaning or application of the provisions of this Agreement, such differences shall be resolved in the following manner provided that the settlement of a grievance or arbitration shall not expand or modify this Agreement.

Step 1 - Submit Grievance to Fire Chief

An aggrieved employee, through the Union, or the Union, in behalf of one or more employees, or in its own behalf, may initiate a grievance by submitting such grievance in writing to the Chief of the department within fifteen (15) business days after the occurrence or omission giving rise to the grievance (or within fifteen (15) business days after the Union receives notice thereof, if later). The Chief shall reply in writing within fifteen (15) business days thereafter. If no reply is received within the prescribed time limit, the matter may be appealed to the next step.

Step 2 - Submit Grievance to City Manager

If the matter is not satisfactorily resolved in the first step, the Union may appeal in writing to the City Manager within fifteen (15) business days following the reply of the Chief. The City Manager shall reply in writing fifteen (15) days thereafter. If no reply is received within the prescribed time limit, the matter may be appealed to the next step.

Step 3 - Arbitration

If the grievance is not satisfactorily adjusted in the past preceding step within the time provided (unless mutually extended), either party may, within thirty (30) business days, in writing, request arbitration and the other party shall be obligated to proceed with arbitration in the manner hereinafter provided.

If the parties cannot agree upon an arbitrator within seven (7) days of notice for arbitration, the party requesting the arbitration shall promptly file a demand for arbitration with the American Arbitration Association (AAA).

The Arbitrator shall have the authority and jurisdiction to determine the propriety of the interpretation and/or the application of the Collective Bargaining Agreement respecting the grievance in question, but he shall not have the power to alter or modify the terms of this Agreement.

With respect to arbitration involving the discipline or discharge of employees, the arbitrator shall determine if the discharge or discipline was for just cause; and he may review the penalty imposed and if he shall determine it to be inappropriate and/or unduly severe he may modify it accordingly. He shall have the authority in cases concerning discharge, discipline, and/or other matters, if he shall so determine, to order the payment of back wages and compensation for an

employee, which the employee would otherwise have had received (less compensation, if any, earned elsewhere during the period in question) which such compensation is attributable to the discharge, suspension or lay off period in issue and which would not have been earned otherwise, and/or enter such other and/or further award as may be appropriate and just.

His award shall be final and binding on the parties and affected employees. The expenses of the arbitrator shall be shared equally by both parties.

Sec. 9:2 - General

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 10
UNIFORMS/FIRE FIGHTING CLOTHES/EQUIPMENT

Sec. 10:1 - Kind and Amount Issued

The City shall furnish the following:

For all 24 hour personnel	For all 40 hour personnel
3 pair of trousers	1 dress uniform with cap
3 shirts	3 white uniform shirts
1 cap	3 pair of trousers
1 cap badge	1 badge
1 black tie	1 cap
1 uniform jacket	1 black tie
	1 uniform jacket
For Assistant Chief	
1 full dress uniform	

Sec. 10:2 - Replacement, Repair and Maintenance of Uniforms

Uniforms and fire fighting equipment will be replaced by the City when they no longer fit or are unpresentable for wear. Employees who require a change in size of uniform or jacket because of weight gain shall be responsible for one-half (1/2) of the cost of each replaced item.

The employee shall be responsible for the cleaning of issued uniforms and protective clothing.

Sec. 10:3 - General

All uniforms and protective clothing may be subject to inspection at any time as designated by the Chief.

Fire fighting equipment, dress uniforms, and house uniforms shall be worn only in the performance of duty.

Sec. 10:4 - Cleaning Allowance

Effective 7/1/89, cleaning allowance of \$35 per month shall be paid monthly to all forty (40) hour personnel.

Effective 7/1/92, this cleaning allowance shall be \$45 per month.

Sec. 10:5 - Cleaning Dish Towels

City agrees to pay the cleaning charge for dish towels.

ARTICLE 11
PENSION BENEFITS

Sec. 11:1 - Pension Benefits

The pension benefits for all bargaining unit employees set forth in the City Charter of the City of Bay City, Article 28, shall be incorporated herein by reference including the following changes: it is understood that upon attainment of an employee's 60th birthday, contributions by the employer and employee will cease and employee's benefits will be frozen as of that date. For any employee who has as of 7/1/80, attained the age of 60, his pension benefits will be frozen on 7/1/80.

The City of Bay City agrees to indemnify and save harmless the Bay City Fire Fighters Union, I.A.F.F. Local #1435, and its officers from and against all claims or suits based on the Age Discrimination in Employment Act (29 USC Section 621-634), or the Elliott-Larsen Civil Rights Act (MCLA Section 37.2102 et seq.) or any other suit based on negligence or fact, damages, costs, losses and expenses arising out of the defense of that portion of Article II which provides for the cessation of contributions to the pension fund by the employer and the employee upon attainment of the employee's 60th birthday and for the freezing of the employee's benefits as of that date.

An employee will become vested in the pension plan after ten (10) continuous years of service.

Effective 7/1/89, an eligible employee's straight life pension shall equal two and one-half (2 1/2%) of his final average compensation multiplied by the number of years of credited service and fractions thereof not to exceed seventy percent (70%) of maximum pension base. Employee contribution is six percent (6%). Effective 7/1/90, employee contribution shall be eight percent (8%).

Effective 7/1/89, employees may retire after 28 years of service regardless of age, at full pension. The standard of 25 years of service with age 55 or 10 years of service with age ~~25~~ will continue.

Section 20 and all other applicable sections of the Policemen and Firemen Retirement System shall be amended accordingly.

Sec. 11:2 - Military Time

The City shall grant additional service credit up to three (3) years for military service rendered prior to employment by the City. The additional military service credit would be used only in the computation of pension benefits; such credit would not be used to meet eligibility requirements for voluntary retirement.

The employee shall contribute six percent (6%) of his current rate of pay in effect at the time of his election for each year of service, plus simple interest at the rate on one percent (1%) per year for each

year from the date of hire to the date of election and payment. The payment shall be in cash and paid within thirty (30) days prior to the retirement date. To be eligible for claiming such military time, the employee will be required to furnish proof of honorable discharge for the years claimed.

Sec. 11:3 - Pension Continuation for Deceased Retiree's Spouse

Upon the death of a retiree, the surviving spouse shall receive a pension equal to one-half (1/2) of the retiree's pension (regardless if the spouse remarries). Upon the said spouse's death, the spouse's pension shall terminate.

"Surviving Spouse" shall mean and be limited to the person to whom the member was married at the time the member last terminated their employment with the City.

Upon the spouse's remarriage, said spouse of a former employee, if at all possible, shall be covered by their new spouse's health insurance, and once eligible for such coverage, shall not be covered by the City's health insurance. Should health insurance benefits cease to be available to said spouse of a former employee, said spouse only shall once again be eligible for coverage by the City's health insurance as provided to retirees of the Policemen and Firemen Retirement System.

ARTICLE 12
PERSONNEL/DUTIES/PROMOTION

Sec. 12:1 - Call Back

All Fire Department employees off duty shall be required to report for duty as required by State Statute with their company when notified; provided, however, that the Fire Chief or any other authority shall not order any member to demonstrations such as strikes, riots or other civil disorders for purposes other than fire fighting. In the case of voluntary call back (when the Fire Chief or his assistant determine it necessary to call back a limited number of men to man a spare piece of apparatus) the shift coming on duty next will be called first. To facilitate this call back and to aid the dispatcher a list of men willing to work will be established. In order to equalize this overtime, a record will be kept on the number of hours each member has worked. This list will be kept at the switchboard at all times. This call back will usually be for an officer or acting officer, an engineer or fire fighter qualified to operate the apparatus being put into service, and two (2) fire fighters. Personnel reporting for duty shall be paid for a minimum of two (2) hours at the rate of time and one-half for regular days and double time for Sundays and holidays based on a fifty-six (56) hour work week or forty (40) hour work week, whichever is applicable.

No employee shall be required to respond to any fire alarm or otherwise to another community under any "Mutual Aid Pact" or like agreement between this municipality and such other community if such alarm or requested response is related to a labor dispute in such other community.

Only those firemen on a forty (40) hour week shall be scheduled to attend functions, such as public gatherings, on his off duty time. Such time shall be paid at the rate of time and one-half for regular

days and double time for Sundays and Holidays, based on his forty (40) hour work week. A roster shall be kept to equally divide the duty among the forty (40) hour fire fighters.

Sec. 12:2 - Duties/Rules/Regulations

After affording the Union an opportunity to negotiate with the City over any new rule or regulation, or amendment to an existing rule or regulation, dealing with the subject of position responsibilities, general work rules, and offenses and penalties therefore, the City may implement any such rule or regulation or amendment thereof. If, in the opinion of the Union, any such rule, or regulation, or amendment thereof is unreasonable, the Union may grieve the reasonableness of the rule or regulation or amendment thereof as well as its application by submitting it to arbitration under Step 3 of Article 9, Grievance/ Arbitration procedure. No such rules or regulations shall become effective until at least thirty (30) days after announcement.

This agreement shall supersede any rules or regulations inconsistent herewith.

Sec. 12:3(1) - Fire Suppression

- A. All promotions shall be made from the grade or rank next in line, and all promotions shall be made upon seniority and ability to perform the duties of that rank. Seniority shall be department-wide and not company to company.
- B. A condition of promotion is that all newly promoted officers and engineers be evaluated every thirty (30) days during their trial period by their immediate superior officer, and such evaluation be reduced to writing and placed in their personnel file.
- C. Job vacancies shall be posted for a period of six (6) working days, setting forth the requirements for the position on the bulletin boards on which the seniority list is posted in the various stations. Employees who may be interested shall apply within posting period and said qualified employee shall be granted up to six (6) months as a trial period to further determine his ability to perform the job. During the six (6) month trial period, the employee may request to revert back to his former classification, if open. If, during the six (6) month trial period, the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Union, in writing, by the City with a copy to the employee.

In regard to the posting of job vacancies, any employees who may be on vacation, sick leave, compensation or any reason why he would not normally see the posting within the prescribed time, shall be notified in writing by the Chief or his assistants. The employee shall then have six (6) days from the date the letter is postmarked to apply for said position.

- D. In the event that a Station or Company is closed, or there is a reduction in manpower, or a reduction in rank, employees may be reduced in rank in inverse order of their seniority within the bargaining unit and returned to their former rank.

Sec. 12:3(2) - Captains/Assistant Chiefs/Administrative Positions

- A. The City and the Union are committed to the maintenance and advancement of a qualified, experienced, and dedicated Fire Department. It is recognized that effective fire service depends upon capable leadership at all levels of command. It is also recognized that a meaningful promotional system must give due consideration to technical knowledge, aptitude, ability to lead and prior experience.

To accomplish the foregoing goals, the parties have agreed that there shall be a Promotion Committee consisting of four (4) members, two (2) appointed by the City Manager and two (2) by the Union.

- B. The positions of Fire Marshal, Administrative Assistant, Training Officer, Special Duty Officer, and Fire Awareness Officer, shall not be eligible for promotion or transfer to other rank, it being determined that it is in the best interest of the City that said positions be permanently filled.

Promotions for such administrative positions shall not be limited to any grade or rank provided the employee pass a written exam, and then the promotion will be subject to section 12:3-1(a). (Paragraph "B" replaces paragraphs 12:3-2 (a,b) of former Agreement).

- C. Written Test: The testing qualifications for each of the positions are as follows:
1. A bibliography for each test shall be determined by the Promotion Committee.
 2. Each written test shall be administered and graded/scored by an independent testing agency to be selected by the Promotion Committee. The score used shall be the raw score converted to a percentage.
 3. The testing agency shall develop an appropriate test for each rank or classification on the basis of the bibliography provided for in Section 1 above.
 4. If there is no agreement within forty-five (45) days of the first scheduled Committee Meeting on the bibliography for testing or agency selection, either party may submit a request to Federal Mediation and Conciliation (FMCS) for a list of arbitrators. The dispute shall be submitted to the arbitrator by the parties without counsel and concluded in no more than a day.
 5. In order to qualify for promotion, each applicant must achieve a minimum score of seventy percent (70%). The score of seventy percent (70%) is a passing score.
- D. Testing
1. The announcement of a test and the appropriate bibliography for such test shall be posted or otherwise communicated to

employees simultaneously . The employer shall make all books, manuals or material of any kind listed in the test bibliography available to all eligible employees.

2. Employees shall have forty-five (45) calendar days from the announcement of a test in which to make written application to participate in such tests. Any employee who is absent from duty more than forty-five (45) days, shall provide to the Fire Chief an address where he can be contacted.
 3. Testing and examination will be conducted no earlier than forty-five (45) days from posting of the announcement and no later than sixty (60) days from such posting. Due to extenuating circumstances, the sixty (60) day limit may be extended with the approval of the Promotion Committee.
 4. The testing agency shall resolve any questions concerning the validity of examination questions.
- E. An employee who has obtained a score of 70% or better on the written test described above, and is eligible for promotion to the applicable rank or classification shall be promoted to the position in accordance with Article 12.3-1(a)
- F. An employee promoted to any of the positions named above shall be subject to a probationary period of six (6) months. During this probationary period, the Fire Chief may, upon affirmative proof that the employee is not capable of performing the duties and responsibilities of the position, remove the employee from that position. The reasons for removal from the position shall be furnished to the employee and the Union in writing. An employee removed from or voluntarily resigning from any of the above named positions shall be returned to his/her former position. The wages and benefits of the promotion position shall be paid during the probationary period for as long as the employee occupies the position.

For administrative positions, after said probation, the appointment shall be permanent; provided however, where for medical or other reasons the Officer is unable to perform the duties of his position and on the signed written application of the officer, and where recommended by the Chief, or on charges preferred as provided by this agreement, the City Manager shall authorize a return to his former rank when a vacancy exists, on the following conditions:

1. That said transfer is not detrimental to the Department and will not cause inconvenience or disruption.
 2. That a trained, qualified replacement is or will be available within the Department within six (6) months.
 3. That said transfer not be effective until replacement is conditionally appointed.
- G. In the event that no applicant successfully qualifies for a given position, those applicants, and any other employees in grade or next lower grade, shall be afforded a second examination.

- H. In the event that an individual on the eligibility list for promotion either declines that promotion or returns to their previous rank or grade as provided above, that individual shall be removed from said eligibility list. The individual so removed may reapply/retest when subsequent eligibility lists are to be established.
- I. All costs, fees, and expenses to maintain and administer the promotional system shall be borne by the City.
- J. No applicant shall be required to pay a fee for any examination required under the promotional system.
- K. Any difference, dispute or complaint as to the application or interpretation of the promotional system except for disputes as to the bibliography and/or testing agency shall be presented as a grievance as provided for in Article IX of the Collective Bargaining Agreement.
- L. This promotional system shall apply to all promotions to the covered ranks which occur on or after July 1, 1987. The parties will take all necessary steps to insure that the system is fully operational by that date.

Sec. 12:4 - Seniority

Seniority is hereby granted to all employees of the City within the bargaining unit.

Seniority in the case of the regularly employed fire fighter is to be determined on the basis of the employee's last date of hire on the Fire Department and shall not be affected by race, sex, marital status or dependents of the employee.

There shall be no replacement of regularly employed workers by temporary employees, seasonal employees, or persons on relief rolls.

- A. Seniority List - At the date of execution of this Contract, the City will furnish to the Union a seniority list that is up to date and which will show the individual employee's hiring date, their name, their seniority period and birth date. This roster shall be furnished annually on or about July 1. Said seniority list will be posted on bulletin boards provided by the City in each station, so that each employee may know his seniority, and the City shall furnish the Union President the same list at the Union's request. If the Seniority date posted is not contested by either party within thirty (30) days, then said date of seniority is to be presumed conclusively correct (after posting).
- B. Loss of Seniority - an employee may lose his seniority for the following reasons only:
 1. He voluntarily quits City employment.
 2. He is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement, or by other provisions of this Agreement he is discharged and said discharge is not reversed.
 3. If he retires.

- C. Layoff - Any lay off of employees shall always be made in inverse order of their seniority within the bargaining unit, and, in any event, no permanent employee shall be laid off from any position while any temporary employee or seasonal employee is still employed in the same position.

The Department Head shall give written notice to the permanent employee and the Union on any proposed layoff in his Department. Such notice shall state the reasons therefore and shall be submitted at least four (4) calendar days before the effective date thereof.

Permanent employees to be recalled from layoff shall be called on the basis of their seniority as hereinbefore provided and the City shall notify them by Certified Mail, Return Receipt Requested, of the recall. The employee shall be allowed three (3) work days to respond after notice has been sent by Certified Mail to the last known address. Employees who decline recall or who, in the absence of extenuating circumstances, fail to respond as directed within the time allowed shall be presumed to have resigned and their names shall be removed from the seniority and preferred eligibility list.

Sec. 12:5 - Temporary Transfers from Extended Leaves

The Fire Fighters, Local #1435 agree to cooperate on defining additional duties to be performed.

The following policy is in effect pertaining to the subject of Transfers, Dispatch phone watches and Overtime as it pertains to the subject of Transfers:

Anyone returning from: 1) an extended period of illness, 2) leave of absence, or 3) temporary transfer to another station other than Central Fire Station (extended period is defined as anything of thirty (30) days and over duration), is to be "averaged" into the number of transfers and phone watches (dispatching) of the personnel grouped into the category that normally transfers from station to station other than Central Fire Station and who performs the duties of dispatcher (phone watch), e.g., if the average number of transfers are twenty-five (25) for the compliment of personnel who normally perform this duty, then the personnel returning to duty after being off for the defined extended period of thirty (30) days or over, and only any of the above mentioned three (3) reasons, is to begin his transfer duties at the average of twenty-five (25). This criteria for "averaging" is to apply to the number of dispatching phone watches also.

ARTICLE 13
TRANSFERS

Sec. 13:1 - Authorization/Permanent Transfers

- A. The Fire Department Chief shall have the authority to transfer members of the Fire Department at such times as he deems expedient and beneficial to the individual members of the department as a whole, i.e., such as times when it is apparent that there is a conflict of personalities and a transfer to another station would be beneficial.

- B. Transfers shall not be used as harassment for Union activity.
- C. Shift and station preference shall be granted on the basis of seniority with the department. Shift and station preference shall be in order only when a vacancy exists and is defined as a transfer made at the request of the employee to work on another shift or in another station.
- D. No member shall suffer any loss of seniority or rank due to a transfer.
- E. Transfers made under this section shall not be of an arbitrary nature and may be subject to the grievance procedure.

Sec. 13:2 - Emergency Transfers

- A. When it becomes necessary for the Department to transfer men due to an emergency (company at fire scene, sickness, absence, etc.) from one station to another station, the Department shall furnish some means of transportation of said fire fighters and equipment.
- B. Transferred personnel shall be notified in time so as to prepare for meals; if this is not possible, provisions shall be made for the transfer of meals from station to station. Emergency situations will be taken into consideration.

Sec. 13:3 - Temporary Transfers

- A. Temporary Transfers are to be defined as those of short duration (over a vacation period but less than six (6) months) involving illness, service incurred injury and authorized leaves of absence unless mutually extended. This sub-section is only intended for the City to balance out the shifts and is limited to pipemen and ladder men.
- B. The company, station, shift and number of days for the position to be filled, shall be posted for six (6) calendar days. In the event that the vacancy is not voluntarily filled, the fire fighter lowest in seniority shall be assigned to the vacancy.

Sec. 13:4 - Temporary Transfer of Officers

- A. When a company will be out of service, the Chief in charge may transfer the officer involved to assume the duties of an officer who is on authorized sick leave or vacation.
- B. Officers shall not be transferred from shift to shift unless a permanent position exists, and is requested by the officer.
- C. In the event that an off duty officer is scheduled to work overtime, the Chief in charge may assign the off duty officer to assume the duties of the officer who is on an authorized leave.

Sec. 13:5 - Temporary Transfer of Engineers

- A. In the absence of the company officer, the regularly assigned Engineer of that company will be transferred to the officer's position to assume command of that company. In stations with

multiple companies, Engineers may be transferred from company to company within that station and shift to assume command so as to avoid double transfers. Credit will not be given on the city-wide transfer list.

- B. When the situation arises within a company where both the company officer and regularly assigned Engineer are absent, an Engineer from another company will be transferred from a city-wide list to assume command of that particular company. This shall be on a day to day basis and credit will be given on the transfer list.
- C. A city-wide transfer list shall be maintained by the Fire Department. All transfers shall be in turn and divided equally among the Engineers.
- D. Engineers shall not be transferred from shift to shift unless a permanent position exists and is requested by the Engineer.
- E. When a company will be out of service, the Chief in charge may transfer the Engineer involved to assume the duties of an Engineer who is on authorized sick leave or vacation.
- F. In the event that an off duty engineer is scheduled to work overtime, the Chief in charge may assign the off duty engineer to assume the duties of the engineer who is on authorized leave.

Section 13:6 - Transfer of Fire Fighters

- A. All Fire fighters (pipemen/laddermen) shall transfer when a vacancy exists.
- B. In the absence of any Engineer, a qualified fire fighter will be assigned to fill the vacancy. Seniority shall determine any conflicts in the assignments and credit will be given for the transfer on the regular transfer list. It will be the City's responsibility to train and qualify fire fighters.
- C. Double transfers are to be avoided as much as possible.
- D. All transfer lists in the article are to be made available to Union Officers and Stewards for inspection at their request. All questions concerning transfers shall be made before 9:00 a.m. After that time, the work list shall be deemed to be in effect.

ARTICLE 14 REPRIMANDS/DISCIPLINE/PUNISHMENT

No employee shall be removed, discharged, reduced in rank or pay, suspended or otherwise punished except for just cause.

Any Fire fighter subject to discipline may be suspended immediately by the Chief or Acting Chief; however, within twenty-four (24) hours, a written notification from the Fire Chief or Acting Chief with reasons for the suspension will be forwarded to the Union and the employee.

ARTICLE 15
FOOD ALLOWANCE

A food allowance of six hundred dollars (\$600) per year shall be paid to all fifty-six (56) hour personnel.

The food allowance shall be paid in September. The sum shall be pro-rated for personnel having worked a fifty-six (56) hour week during the fiscal year and have retired or deceased, in which case the benefit is to be paid to the retiree or beneficiary.

ARTICLE 16
RESIDENCY

- A. Employees shall be domiciled in the County of Bay, except as otherwise required as follows:
1. Employees hired prior to 7/1/80, who at the rank of Captain or above elect to move, shall establish and maintain domicile within the City of Bay City or an adjacent municipality.
 2. Employees hired on or after 7/1/80, shall be domiciled in the City of Bay City.
- B. New hire employees shall have up to six (6) months from start of employment to establish domicile within the City of Bay City.
- C. Employees shall notify Personnel Department in writing of any change of address within ten (10) days of such change.
- D. Failure by an employee to comply with the provisions of this Article shall forfeit his employment--to be recorded as a resignation--following expiration of a thirty (30) day written notice of failure to comply from the City Manager, which notice shall require said employee to establish a domicile in the City of Bay City within said period of time.
- E. Domicile is defined as the established, fixed, permanent, ordinary dwelling place, and place of residency.

ARTICLE 17
CONTINUING EDUCATION

Upon recommendation of the department head, an employee of the City may attend an evening course of instruction at Delta or Saginaw Valley College on his own time under the following terms and conditions:

- A. That the tuition and textbook expenses for on evening course of instruction, per semester, shall be loaned to the employee, interest free.
- B. That said course of instruction shall be directly applicable to the betterment of the employee in his employment classification.

- C. That a transcript of his grades for said course of study be submitted to his department head and, after successful completion of the course, the City will cancel the loan.
- D. In the event an employee is not successful in completing the course, the advance for the tuition would then be repaid to the City, on an installment basis agreeable to both parties.

It is our mutual understanding that this section will not be in force if the City becomes liable for any overtime or other costs as a result of this article, other than tuition, under the State or Federal Fair Labor Standards Act covering firefighters.

ARTICLE 18
GENERAL

Section 18:1 - Void Provisions

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 contrary to law by Statute or a Court of competent jurisdiction from whose final judgement or decree no appeal has been taken within the time provided, therefore, such provision shall be void and inoperative; however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

Section 18:2 - MIOSHA Committee

It is agreed that a MIOSHA Committee made up of an equal number of Union and Management employees will be formulated.

ARTICLE 19
WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining; and, that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the City and the Union for the life of this Agreement each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or covered in this Agreement except for any discussions, negotiations, or arbitration contemplated by Article 1, Section 8 of this Agreement. This provision is subject to the express terms of this Agreement, including but not limited to, Article 1, Section 8 of this Agreement.

ARTICLE 20
DURATION

This Agreement shall be in effect the first day of July, 1989, and shall remain in force and effect to and including June 30, 1993.

The parties agree to undertake negotiations for a new Agreement for succeeding periods according to the following timetable:

- A. Submission of Union's demands - January 15, 1993
- B. Submission of City's demands - January 15, 1993.
- C. Negotiations to start - February 15, 1993.
- D. Desired conclusions of negotiations - June 15, 1993.

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.

All provisions of the new contract shall be retroactive to expiration date of present contract.

A modification to this Agreement, except for economic items, may be accomplished by mutual consent of both parties hereto during the term of this Agreement.

In witness whereof, the parties have executed this Agreement by their duly authorized representative this 23rd day of July in the year 1990.

WITNESSED:

CITY OF BAY CITY, MICHIGAN
A Municipal Corporation

Kathryn J. Breeden
Kathryn J. Breeden
Cora A. Haynes
Cora A. Haynes

Mary L. Donnelly
Mary L. Donnelly, Mayor
Connie M. Deford
Connie M. Deford, City Clerk

WITNESSED:

IAFF LOCAL #1435, also known as
BAY CITY FIREFIGHTERS UNION, AFL-CIO

Jerry Barbret
Jerry Barbret, President
Gary Mueller
Gary Mueller, Vice President
Michael Woods
Michael Woods
Michael Roznowski
Michael Roznowski
Thomas Rhine
Thomas Rhine
Gary Connelly
Gary Connelly

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

David D. Barnes
David D. Barnes, City Manager

[Signature]
City Attorney

Paul A. Kraft, Asst. Manager
Finance Director

[Signature]
Bruce M. Wagner, Personnel Dir.

[Signature]
Jerome Marchlewicz, Fire Chief

APPENDIX A

I.A.F.F. LOCAL #1435 - FIRE FIGHTERS
WAGE SCHEDULE

	0% <u>7-1-89</u>	3% <u>7-1-90</u>	2% <u>7-1-91</u>	2% <u>1-1-92</u>	4% <u>7-1-92</u>
Asst. Chief (56)	\$11.30 \$32,906	\$11.64 \$33,896	\$11.87 \$34,565	\$12.11 \$35,264	\$12.59 \$36,662
Fire Marshal (40)	\$15.83 \$32,926	\$16.30 \$33,904	\$16.63 \$34,590	\$16.96 \$35,277	\$17.64 \$36,691
Captain (56)	\$10.91 \$31,770	\$11.24 \$32,731	\$11.46 \$33,372	\$11.69 \$34,041	\$12.16 \$35,410
Training Ofc. (40)	\$15.28 \$31,782	\$15.74 \$32,739	\$16.05 \$33,384	\$16.37 \$34,050	\$17.02 \$35,402
Lieutenant (56)	\$10.73 \$31,246	\$11.05 \$32,178	\$11.27 \$32,818	\$11.50 \$33,488	\$11.96 \$34,828
Adm. Assistant (40)	\$15.03 \$31,262	\$15.48 \$32,198	\$15.79 \$32,843	\$16.11 \$33,509	\$16.75 \$34,840
Spec. Duty Ofc. (40)	\$15.03 \$31,262	\$15.48 \$32,198	\$15.79 \$32,843	\$16.11 \$33,509	\$16.75 \$34,840
SEE ATTACHED Fire Awareness Officer (40)	\$14.79 \$30,763	\$15.23 \$31,678	\$15.53 \$32,302	\$15.84 \$32,947	\$16.47 \$34,258
Engineer (56)	\$10.57 \$30,780	\$10.89 \$31,712	\$11.11 \$32,352	\$11.33 \$32,993	\$11.78 \$34,303
Fire Fighter/EMT 48 mo.	\$10.54 \$30,692	\$10.86 \$31,624	\$11.08 \$32,265	\$11.30 \$32,906	\$11.75 \$34,216
Fire Fighter 48 mo.	\$10.38 \$30,227	\$10.69 \$31,129	\$10.90 \$31,741	\$11.12 \$32,381	\$11.56 \$33,663
Fire Fighter 36 Mo.	\$7.66 \$22,306	\$7.89 \$22,976	\$8.05 \$23,442	\$8.21 \$23,908	\$8.54 \$24,868
Fire Fighter 24 Mo.	\$7.11 \$20,704	\$7.32 \$21,316	\$7.47 \$21,753	\$7.62 \$22,189	\$7.92 \$23,063
Fire Fighter 12 Mo.	\$6.56 \$19,103	\$6.76 \$19,685	\$6.90 \$20,093	\$7.04 \$20,500	\$7.32 \$21,316
Fire Fighter Beg.	\$6.02 \$17,530	\$6.20 \$18,054	\$6.32 \$18,404	\$6.45 \$18,782	\$6.71 \$19,540

EMT Certification: additional 1.5% of base rate.

APPENDIX B

Article I - Name and Purpose

This organization shall be formed for the purpose of providing any member in good standing, in the event of his illness or injury (injuries covered only when the injury is not compensable under the Compensations Acts of Michigan), and after all his accredited sick time as computed by the City is used up, that the brother members shall work a twelve (12) hour shift in his place, and to perform all duties required, in regular turn, until such member or members are able to return to work. The total length of time to be worked shall not exceed a period on ninety (90) twenty four (24) hour working days for the same illness or injury, unless the same injury or illness recurs after a period of one (1) year and the member has worked in his regular position during that period.

Article II - Working Procedure

Section 1. Each member shall work when his turn comes up for any sick member regardless of the day or time; however, trading of time will be allowed. At all times the member whose turn it is to work shall have the sole responsibility of filling the vacancy. When the sick list is in operation, it shall be the duty of every member to report for duty at his appointed time.

Section 2. In order that every member will work an equal amount of time, the members shall work in this manner: Each member of the "A" shift shall work one (1) twelve hour shift and upon completion of the "A" shift the "B" shift shall work the same procedure; then follows the "C" shift. Upon completion of the "C" shift, the "A" shift shall begin again and continue in this manner until the member has returned to duty or the ninety (90) twenty four (24) hour days has elapsed. The term "twelve hour days" applies to those under the three platoon system, but members of the department working the forty (40) hour week shall be required to work an eight (8) hour day when their turn comes up on the scheduled roster and they will, whenever possible, perform their regular duties. They may, at their request, work a regular twelve (12) hour shift "off the floor" at the discretion of the secretary and if their status in the department permits. It being impossible for the members to work a forty (40) hour week and in the vent a forty (40) hour member is off under the benefits of the Sick List, that member is transferred, in effect, to a fifty-six (56) hour week and the members work in the usual manner.

The procedure will be followed regardless if there is more than one (1) member sick at the same time.

Section 3. The working list shall proceed for each shift in the following order: The highest ranking officer, a prorated number of the forty (40) hour personnel "A" shift-administrative assistant; "B" shift-fire marshal and special duty officer; "C" shift - fire awareness officer, training officer, and dispatcher. If there is another dispatcher presently working, he shall work under either the "A" or "B" shift for the duration of his time on the dispatcher board,

with the provision that their turn be so adjusted so their working turn be on their off duty time. The remainder of the fifty-six (56) hour personnel shall be as follows: No. 1 Aerial, No. 1 Engine, No. 1 Rescue Squad, No. 2 Engine, No. 4 Engine, and No. 5 Engine. Members position on the list shall be as follows: Captains or Lieutenants, Engineers, Ladderman or Pipeman with the last two named those with the most service shall precede the lesser. When members change from one shift to the other, they shall take the relative position on the list that is held by their company so that all members of the company shall follow in order; however, members changing shifts shall fulfill any obligation due to the working list and that they are required to change shifts, they shall be held responsible to the turn that has been scheduled for them, but if the member fulfills his obligation at the shifting he shall automatically be eliminated from his next turn. In the case of irregularities, the committee members shall determine the fairest procedure to use.

Article III - Officers and Elections

Section 1. Establish a new standing committee of Local #1435 to be known as Sick List Committee.

Section 2. The members of this committee shall be elected at large by plurality vote at the regular "election of officers" meeting beginning October 1981 as follows:

- Three (3) members representing Officers' category.
- Three (3) members representing Engineers' category.
- Three (3) members representing Firemen's category.
- One (1) man representing forty (40) hour category.

Section 3. Within thirty (30) days following the election the Sick List Committee shall meet to elect a chairman and a secretary-treasurer. The president of the Union shall set the first meeting date.

Section 4. The treasury of the Sick List, as it now stands, shall remain intact and be the sole responsibility of the Sick List Committee.

Section 5. Because of the time limit, if the proposed bylaws shall pass, the present Sick List representatives shall meet to select a chairman and secretary-treasurer.

Article IV - Duties of Officers

Section 1. It shall be the duty of the chairman to call and preside at all meetings. He shall provide our financial status to any member upon request. He shall be notified by voucher, signed by the secretary-treasurer, of any monies withdrawn from the Sick List Committee's account. The treasurer shall be available when requested to make withdrawals and he shall make all payments to the payee. He shall record and file all his transactions for future reference.

Section 2. It shall be the duty of the secretary-treasurer to attend all meetings and to conduct such secretarial business as required. (To supply the work list to all stations and keep same in proper order). He shall also preserve the records of all members past and present. It shall be the duty of the secretary-treasurer to take full

charge of the sick list when the roster is in operation. (To make out a working list as far in advance as possible and to make such changes necessary in the event such changes occur).

Article V - Meetings

A meeting of the governing body shall be called by the chairman at the request of any three (3) committeemen. At all meetings, the majority vote cast shall rule.

Article VI - Membership and Initiation Fees

Section 1. All members of the Bay City Fire Department, provided that they shall have served a minimum of thirty one (31) days of service shall be eligible for membership, except those whose rank is such that it is impossible for this organization. However, for the protection of this organization, no applicant shall be eligible to membership without the approval of the majority of the governing body.

Section 2. Each applicant upon joining this organization shall pay to the secretary-treasurer the sum of six and 50/100 dollars (\$6.50) upon application. If any member refuses to work for a sick member, he shall forfeit the sum of money invested and be expelled from the organization.

Section 3. In case of a member failing to work his turn, the man filling in will be paid at the prevailing wage at no overtime rate. The member failing to work his turn must pay the full amount in order to be reinstated.

Section 4. Reinstatement requirements are: the amount of six and 50/100 (\$6.50) dollars be paid as entrance fee plus the amount needed to reimburse the Sick List treasury for the monies paid to the member who was paid to work that turn. The grace period to allow the expelled member to regain membership to the Sick List shall be determined by the majority members of the governing board.

Article VII - General

Section 1. This organization shall reserve the right to call its own doctor to examine any sick member at any time. If he disputes the opinion of the personal physician, a third doctor may be called and his decision shall be final and accepted by both parties. Any charges for the doctor's fee shall be payable by the sick member. A sick certificate shall be produced by the sick member at least once a month, or at the discretion of the sick committee. The chairman shall appoint three (3) of the committeemen to investigate doubtful cases and the majority vote of this committee shall determine if the second doctor is to be called examine the sick member.

Section 2. In the event the sick member does not have at least four (4) twenty-four (24) hour days of sick time allowed by the City, the Sick List shall not begin working for the member until four (4) twenty-four (24) hour working days have elapsed. All sick time from the City must be used before the Sick List shall operate. After the Sick List begins to operate, the City allowed sick time that may accumulate shall be used at the rate two (2) twelve (12) hour days immediately as this time is accumulated; that is, bimonthly. Regularly scheduled vacation time shall take precedence over the sick

list scheduling. Vacation time or bonus vacation time cannot be used to make up the necessary four (4) twenty-four (24) hour working days prior to the sick list operating. The four (4) days may be worked by volunteers to cover, but time will have to be paid back by the sick member under the mutual working agreement. This in no way obligates the Sick List to assume responsibility to guarantee the volunteered time will be paid by member benefiting.

Section 3. No applicant shall be accepted into the organization until they have admitted in the presence of three (3) members that they thoroughly understood the contents of these rules and they will abide by them.

Section 4. No one shall be able to claim time and one-half pay either while working for the sick list or while staying in for a member until he can report for duty for a sick member.

Section 5. A member for whom the sick list is working, and it is accepted that he will be off duty for a lengthy period, will be required to be placed as "dispatcher" when expedient and if medical approval is met.

Section 6. The Sick List Committee recommends that in the event the sick list is operating for a member for a long period of foreseeable time that the Chief of the Fire Department, at his discretion, may transfer a member of one of the other shifts to a temporary period of time to that shift so the total number of working members be on a more equitable basis.

Section 7. During the time the secretary-treasurer is in this office, he shall be exempt from working the Sick List roster and will still retain all benefits the Sick List may provide.

Section 8. When it is apparent a bonus vacation day will be lost at the end of the calendar year, it shall be mandatory to use the bonus days in lieu of Sick List working, with provision that two (2) twelve (12) hour days may be carried over to the next calendar year.

CITY OF BAY CITY, MICHIGAN
PERSONNEL DEPARTMENT

INTER-OFFICE COMMUNICATION

TO: Jerry Barbret, Local #1435
Edward LaPlant, Labor Council

FROM: Bruce M. Wagner

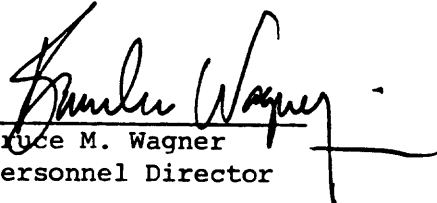
RE: Pension Clause - Contract Language

DATE: September 19, 1990

In your respective Bargaining Unit Agreements, there is a sentence on pension that states: "the standard of 25 years of service with age 55 or 10 years of service with age 60 will continue".

Please be advised the 10 years of service is also with age 55, and not age 60 as stated. This is to comply with City Charter-Article XXVIII, Section 21, and with the intent at negotiations.

Please change your Agreement clause accordingly. Questions regarding pension data should be referred to the Finance Department.


Bruce M. Wagner
Personnel Director

BMW/sjl

cc: City Manager
Asst. City Manager/Finance Dir.
Police Chief
Fire Chief

MEMORANDUM OF AGREEMENT
CITY OF BAY CITY AND I.A.F.F. Local #1435
JUNE 19, 1991

The following pay schedule shall apply to employees or new hires entering the Fire Awareness unit after 7/1/91.

Fire Awareness <u>Officer</u>	<u>7/1/91</u>	<u>1/1/92</u>	<u>7/1/92</u>
60 months in Unit	\$32,344.00 \$15.55	\$32,988.80 \$15.86	\$34,299.20 \$16.49
24 months in Unit	\$31,740.80 \$15.26	\$32,385.60 \$15.57	\$33,654.40 \$16.18
12 months in Unit	\$23,441.60 \$11.27	\$23,899.20 \$11.49	\$24,876.80 \$11.96
Starting in Unit	\$21,756.80 \$10.46	\$22,193.60 \$10.67	\$23,067.20 \$11.09

The Fire Awareness Officer is a 40 hour classification subject to all terms of the present contract between the City of Bay City and Local #1435.

New hires in the Fire Awareness unit shall be classified as a Fire Fighter in rank.

Should the City assign a Local #1435 employee into the Fire Awareness unit due to a light duty medical restriction, the employee shall retain his/her current base pay rate up to and including the rank of Engineer. While in such light duty status, the employee shall receive benefits of 40 hour personnel in lieu of 56 hour benefits. All such assignments must be approved by the Fire Chief and by Personnel.

For the City:

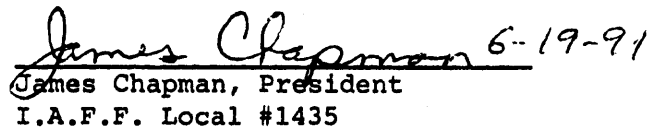
For the Union:



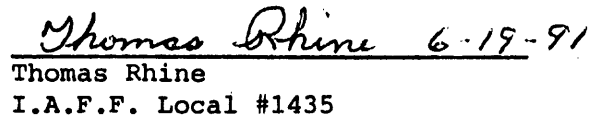
David D. Barnes
City Manager



Bruce M. Wagner
Personnel Director



James Chapman, President
I.A.F.F. Local #1435



Thomas Rhine
I.A.F.F. Local #1435