

6/30/93
C.S.D.

288

AGREEMENT

Between

THE CITY OF ALLEN PARK

and

**ALLEN PARK FIRE FIGHTERS ASSOCIATION
LOCAL NO. 1410 OF THE INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS**

JULY 1, 1990 - JUNE 30, 1993

Allen Park, City of

TABLE OF CONTENTS

	<u>Title</u>	<u>Page</u>
ARTICLE I	RECOGNITION.	1
	Section 2.	1
ARTICLE II	DEFINITION OF TERMS.	1
	Section 1.	1
	Section 2.	1
	Section 3.	1
ARTICLE III	RESPONSIBILITY OF THE CITY.	2
	Section 1.	2
	Section 2.	2
	Section 3.	2
	Section 4.	2
	Section 5.	2
ARTICLE IV	UNION ACTIVITIES.	2
	Section 1 - Union Dues.	2
	Section 5 - Agency Shop - Pay Deduction.	2
ARTICLE V	SENIORITY & ANNIVERSARY DATE.	4
ARTICLE VI	GRIEVANCE PROCEDURE.	4
	Section 1 - Establishment of Procedure.	4
	Section 2 - First Stage.	4
	Section 3 - Second Stage.	4
	Section 4 - Arbitration.	5
	Section 5 - Back Pay.	6
	Section 6.	6
	Section 7.	6
	Section 8.	6
	Section 9.	7
	Section 10.	7
ARTICLE VII	CONCERTED ACTION.	7
ARTICLE VIII	BARGAINING DURING CONTRACT TERM.	7
ARTICLE IX	GENERAL.	7
	Section 1 - Overtime.	8
	Section 2 - Call-in Time.	8
	Section 3 - Bereavement Time.	9
	Section 4 - Vacation.	9
	Section 5 - Sick Leave.	10
	Section 6 - School Leave.	12
	Section 7 - Additional School Requirements.	12
	Section 8 - Personal Leave Time.	13
	Section 9 - Sick and Death Time.	13
	Section 10 - Union Time.	13
	Section 11 - Probationary Employees.	13
	Section 12 - Scheduling of Time Off.	13
	Section 13 - Jury Duty Leave.	14
ARTICLE X	MISCELLANEOUS.	14
	Section 1 - Rubber Goods.	14
	Section 2 - Military Pay.	14
	Section 3 - Bulletin Board.	14
	Section 4 - Work of Tradesman.	14
	Section 5 - Safety Committee.	14

	Section 6 - Uniforms.	14
	Section 7 - Working Conditions Agreement	14
	Section 8 - Parity/Corresponding Rank	14
	Section 9 - Promotional Exams	14
	Section 10 - Employee Injuries.....	17
	Section 11 - Maintenance of Conditions	18
	Section 12 - Fair Day's Work	18
	Section 13 - Treatment of Injuries	18
	Section 14 - Senior Fire Fighter	18
	Section 15 - Health & Safety/Hepatitis B Immunization	18
	Section 16 - Hold Harmless Clause/Legal Expense	18
ARTICLE XI	ECONOMIC BENEFITS	
	Section 1 - Annual Base Salary	19
	Section 2 - Step-up Pay	19
	Section 3 - Shift Differential.....	20
	Section 4 - Holiday Pay	20
	Section 5 - Longevity Pay	20
	Section 6 - Uniform & Cleaning Allowance	20
	Section 7 - Meal Allowance	21
	Section 8 - Insurance.	21
	Section 9 - Pensions	23
	Section 10 - Pro-rated Pay	24
	Section 11 - Severance Pay	24
	Section 12 - Captains Expense Allowance.	25
	Section 13 - Extra Super Kelly Day.	25
ARTICLE XII	RESIDENCY.....	25
ARTICLE XIII	PERIOD OF AGREEMENT	26
	Section 1 - Effective Date.	26
	Section 2 - Duration.	26
	SIGNATURE PAGE.....	26
	LETTER OF UNDERSTANDING.....	27

AGREEMENT

Between

THE CITY OF ALLEN PARK
and
LOCAL NO. 1410 OF THE
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

On this 1st day of July, 1990, pursuant to Act 379 of Public Acts of 1965, as amended from time to time, the **City of Allen Park, Michigan**, hereinafter designated as the **City**, and **Local No. 1410 of the International Association of Fire Fighters**, hereinafter designated as the **Union**, hereby agree as follows:

ARTICLE I - RECOGNITION

Section 1. The City recognizes the Union as the exclusive collective bargaining agent relative to salaries, hours of employment and other conditions of employment for all employees in the contract unit.

Section 2. The chairman, on request to the Chief or his designated representative, will be granted a maximum of two hours with pay in each workweek for the purpose of conducting Union business. Additional time may be granted on an individual request basis by the Chairman of the Commission of Public Safety or, in his absence, by the Secretary of the Commission of Public Safety. If minimum strength is maintained on a volunteer basis, time off the job may be granted to two other Union representatives upon notification to the Chief. The chairman shall be permitted time off to attend any grievance appeal at the second stage before the Commission of Public Safety, arbitration hearings, and union negotiations. During hours of contract negotiation, other members of the five-man Union negotiating team may be off during negotiating hours if minimum strength is maintained on a voluntary basis.

ARTICLE II - DEFINITION OF TERMS

Section 1. The term "Union" refers to Local No. 1410 of the International Association of Fire Fighters, also known as the Allen Park Fire Fighters Association AFL-CIO.

Section 2. The term "City" refers to the City of Allen Park, Michigan, and as used in this Agreement, includes the Commission of Public Safety with all of the authority vested in the Commission of Public Safety by the Charter and Ordinances of the City of Allen Park, Michigan.

Section 3. The "contract unit" as used above and elsewhere in this Agreement refers to all employees in the Fire Department holding the rank of Captain or lower and who come under the provisions of Civil Service for Fire and Police Departments, Act 78, 1935, Page 122, IMD. EFF. May 24 (Title as amended by Act 162, 1956 IMD. EFF. April 16) hereinafter referred to as Act 78.

ARTICLE III - RESPONSIBILITY OF THE CITY

Section 1. The City, through the Commission of Public Safety, has the sole right to manage the Fire Department, including the right to maintain order and efficiency, and this right may be delegated in accordance with the provisions of the City Charter and City Ordinances.

Section 2. The City has the sole right to hire, lay off, assign and transfer employees in accordance with Act 78; to discipline including discharge for cause according to Act 78; to determine the starting and quitting time and schedules to be worked. It being understood that for the duration of this Agreement, the normal work day will begin at 8:00 a.m. It is further understood that as of April 1, 1980, the work schedule of employees in the Firefighting Division shall be a 50.4 hour week in a two-platoon system.

Section 3.

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

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

Section 4. It is understood and agreed that any of the powers and authority the City had prior to the signing of this agreement are retained by the City except those specifically abridged, deleted, or granted by this Agreement.

Section 5. This section shall not operate to abridge any rights granted by law to the Union.

ARTICLE IV - UNION ACTIVITIES

Section 1 - Union Dues. The City will deduct from the pay of any employee who is covered by this Agreement all current Union dues, if at the time of such deduction there is in the possession of the City, a subsisting written assignment executed by the employee.

Section 2 - Agency Shop - Pay Deduction.

A. All employees in the bargaining unit, shall on the thirtieth (30th) day following the beginning of their employment, or the execution of the

Collective Bargaining Agreement, whichever is later, as a condition of employment or of continued employment, either:

- (1) Become members of the Union; or
- (2) Pay to the Union an amount of money equal to the Union monthly dues.

B. In the event that an employee covered by Section A above does not join the Union or tender his service fee to the Union, either directly or through a voluntary deduction authorization, as provided below, on the thirtieth (30th) day as required, such employee shall be terminated within thirty (30) days from the date of request from the Union for termination; provided, the Union has complied with the following:

- (1) Fulfilled its obligation by sending written notice to the employee that he has an obligation to tender dues or service fees, the reasonable date for such obligation, the amount of such tender, and to whom tender is to be made. A copy of such notice should be sent to the City.

- (2) Fulfillment of its responsibilities by sending written notice to the employee (copy to the City) that he has not fulfilled his obligations by the requisite date and that a request for his termination was being made to the City.

- (3) By stating in the request for termination that such request is in conformance with the provisions of this Article, that the employee has not complied with his obligations; that it is an official request of the Union, and that the "save-harmless" clause shall be put into effect.

C. If an employee has tendered directly to the Union his membership dues or the service fee, or has a written authorization in effect requiring the deduction of dues or service fees, the employee shall not, under any circumstances, risk the loss of job because of a lack of good standing in the Union. The Union cannot cause the discharge of an employee who has resigned from or has been expelled by the Union for any reason other than his failure to tender the dues or service charge to the Union, either directly or after revocation or his authorization.

D. In the event an employee does not tender his payment of dues or service fees directly to the Union, he may execute a written authorization to the City for deductions from his pay. Such written authorization must be voluntary and the service fee deduction is revocable. The deductions permitted under the authorization shall be:

- (1) Union Members - The regular and equal amount of union dues and fees.

- (2) Non-members - The regular and equal amount of union dues and fees (referred to as "service fees"), excluding fines, assessments.

E. If any court of competent jurisdiction or administrative agency holds that an "agency shop" clause is invalid, illegal, or unconstitutional, or that it violates any Federal or State law, or that it is in conflict with any Federal or State law, or if the State Legislature enacts a law forbidding the "agency shop" clause, or any part thereof (which this Article does not conform to or with), this Article shall be null and void.

F. The Union will protect and save harmless the City from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the City for the purpose of complying with ARTICLE IV of this Agreement.

ARTICLE V - SENIORITY AND ANNIVERSARY DATE

Seniority and anniversary date will be determined to be as of the first day of actual work for which an employee is paid. If said date is applicable to more than one employee, the employee receiving the higher score under the terms of Act 78 will be considered the employee with the most seniority. If there are more than two employees with the same date, the above principle of scores under the terms of Act 78 will prevail.

Said seniority date as defined above will be applicable in all matters when an employee's seniority is a determining factor. The provisions of this section will apply retroactively to all employees within the contract unit.

ARTICLE VI - GRIEVANCE PROCEDURE

Section 1 - Establishment of Procedure. In order to establish a reasonable mechanism for settling disputes between the parties, the parties recognize that a grievance procedure should be established. When an employee or the Union has a grievance against the City, it shall proceed in accordance with the grievance procedure hereinafter provided.

Section 2 - First Stage. An employee having a grievance shall present it in the first instance to the Chief of the Department, or in his absence, the Chief's designated representative, or the employee can present it to his Union representative who will attempt to adjust it. The grievance shall be presented to the Chief in duplicate, and it will be signed by the aggrieved employee. The employee may request the Chief to call his representative to handle the grievance, and if so, the Chief will give disposition in writing within 72 hours (excluding Saturdays, Sundays, and holidays), from the time the grievance is presented to him in writing.

Section 3 - Second Stage. If the grievance is not satisfactorily adjusted by the Chief of the Department, the Union representative may refer the grievance to the Unit Negotiating Committee who, if they believe the grievance is well founded, shall within 14 calendar days of the receipt of the disposition, notify the Chairman of the Commission of Public Safety in writing of the Union's desire to negotiate the grievance. The Commission of Public Safety must hold a hearing on

the grievance with the Union no later than the Commission's second meeting after receipt of the grievance appeal. The Commission of Public Safety shall give an answer on said grievance within 14 calendar days from the date of said hearing. In the event of failure of the Commission to meet these dates, the grievance will be deemed to have been denied and the Union shall be free to proceed to the next step of the grievance procedure. The time hereinbefore stated may be extended by mutual consent of the parties.

Section 4 - Arbitration.

A. If the grievance is based upon a claim of violation of rights expressly accorded by this Agreement, and if the dispute is one which under this Agreement is within an Arbitrator's power to decide, the President of the Union, or in his absence, his designated representative who is a member of the Committee, shall notify the Chairman of the Commission of Public Safety, or in his absence the Vice-Chairman of the Commission of Public Safety, in writing within twenty (20) days after the disposition made pursuant to Section 3 of this Article of the Union's intention to do so, may appeal the grievance to an impartial arbitrator in accordance with and subject to the provision of this Section.

The Notice of Appeal shall specify the issue raised by the grievance and shall include a statement of the nature of the grievance together with the award requested.

B. Upon receipt of the Notice of Appeal, the City and the Union shall have an additional ten (10) working days in which to agree upon an arbitrator, who may be a prominent citizen or a professional arbitrator. If an arbitrator cannot be agreed upon within ten (10) calendar days, then the Union and the City will each have one (1) candidate as part of a panel of two (2). Said panel, within ten (10) days, will select an arbitrator. If the panel does not select an arbitrator within ten (10) days, the arbitrator will be selected by the American Arbitration Association, by means of its standard method of furnishing arbitrators.

C. Power of Arbitrator. It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the terms of this Agreement.

(1) He shall have no power to add to, or subtract from, or modify any of the terms of any Agreement.

(2) He shall have no power to establish salary scales or change any salary.

(3) He shall have no power to substitute his discretion for the City's discretion in cases where the City is given discretion by this Agreement.

(4) He shall have no power to decide any question which, under this Agreement, is within the responsibility of the City to decide. In rendering decisions, an arbitrator shall have due regard to the responsibility of the City and shall so construe the Agreement that there will be no interference with such responsibilities except as they may be specifically conditioned by this Agreement.

a. In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendations on its merit.

b. If any award of an arbitrator requires the approval of any governmental agency, the said award shall be subject to such approval.

c. There shall be no appeal from an arbitrator's decision. It shall be final and binding on the Union, its members, the employee or employees involved and the City. The Union shall discourage any attempt of its members, and shall not encourage or cooperate with any of its members in any appeal to any court or Labor Board from a decision of an arbitrator, nor shall the Union or its members by any other means attempt to bring settlement of any claim or issue.

d. The fees and expenses of an arbitrator, if any, shall be shared equally by the City and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

Section 5 - Back Pay.

A. The City shall not be required to pay back wages more than fourteen (14) days prior to the date a written grievance is filed; provided, however, that in the case of a pay shortage of which the employee could not have been aware before receiving his pay, adjustments may be made retroactive to the beginning of the pay period covered by such pay, if the employee files his grievance within one pay period after receipt of such pay.

B. All claims for back wages shall be limited to the amount of wages that the employees would otherwise have earned in the employ of the Department.

Section 6. No decision in any one case shall require a retroactive adjustment in any other case.

Section 7. Any grievance not referred to the next stage within the time limits provided in this Agreement shall be considered automatically closed on the basis of the preceding disposition.

Section 8. Any time limits provided in this Article may be extended by mutual Agreement.

Section 9. Any grievance upon which a disposition is not made by the City within the time limits prescribed herein, or such extension as may have been agreed to, may be referred to the next step in the grievance procedure, the time limit to run from the date the time for disposition expired. Any grievance not carried to the next step by the Union within the time limits prescribed herein, or such extension as may have been agreed to, shall be automatically closed upon the basis of the last disposition.

Section 10. If a grievance has been reduced in writing, signed by the employee and the Union representative, and submitted to the Chief, or in his absence, his designated representative, the grievance then exclusively comes under the jurisdiction of the Union to be disposed of by said Union.

ARTICLE VII - CONCERTED ACTION

The Union may exercise concerted action, exclusive action, exclusive of such things as strikes or slow down; such action may be in the form and manner of picketing or distribution of literature, such concerted action will not transpire until after the Union and the Commission of Public Safety have met in negotiations on the matter in issue. Such meeting will be held within three (3) days after the Union formally notified the Commission of Public Safety of the issue and its desire to meet on the issue.

The Union asserts that no concerted action will be taken by the Union or a group of Union members without formal authorization for such action being given by the Union and such notice of authority has been conveyed to the Commission of Public Safety prior to the commencement of any such action. Under all circumstances, the Union agrees that authorization to implement concerted action will be only in regard to issues that affect all or most of the members; e.g., Pension Plan.

ARTICLE VIII - BARGAINING DURING CONTRACT TERM

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 on any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated this Agreement.

In the event any of the provisions of this Agreement shall be or become legally invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder.

ARTICLE IX - GENERAL

Section 1 - Overtime. An employee required to work overtime will receive time and one-half his regular rate of pay for all overtime worked. Overtime shall be rotated insofar as is practical by the Chief of the Department and a record of overtime hours worked shall be maintained for each unit. On each occasion the necessity for overtime arises, it shall first be offered to all men who are presently

on Kelly leave in the unit that is to be on duty with persons having the lowest credited overtime being called in first. When the list of men on Kelly is exhausted, then the men working in the opposite unit shall be called in with the persons having the lowest credited overtime being called first. This procedure shall be followed until an employee has been selected for the assignment.

Employees hired subsequent to July 1, 1980, shall, at the time of their hiring, be charged with the number of hours equal to that of the employee having the greatest number of overtime hours to his credit at that date.

(Exception): At any time a condition exists where no officers are scheduled to work due to unavoidable circumstances such as sick leave, personal leave, sick and death time, etc., an officer may be called into work out of rotation of the general overtime roster providing he has the lowest number of hours and the officers on Kelly leave are called in first. When the list of officers on Kelly is exhausted, the officers working on the opposite unit shall be called in with the persons having the lowest credited overtime being called in first. The procedure shall be followed until an officer has been selected for the assignment.

A. Overtime shall be voluntary except in the case of emergency. Any employee called in to work overtime on his shift who declines shall be charged as having worked the overtime which he declined to his overtime roster, not to exceed twenty-four (24) hours in any work day. Any fire fighter who works, or declines to work, on the opposite shift, shall not have said hours charged to his overtime roster.

B. Minimum Manning: The minimum personnel complement will be seven (7) in fire suppression on-duty each shift to respond to alarms ("Out the Door"), not including the Chief, Deputy Chief or Fire Inspection personnel. This applies to all sections in the contract regarding minimum personnel on duty.

C. Any of the Association officers who are required to meet with the Chief or Deputy Chief outside of duty hours concerning labor relations, shall be paid for that time at the overtime rate. Providing, said meeting was requested by the Chief or Deputy Chief.

D. An employee on a light duty status shall not be eligible for overtime.

Section 2 - Call-in Time. Any employee called to work shall receive a minimum of four (4) hours regular pay.

A. Emergency Call-in. All persons called in to work overtime shall have said overtime credited to his overtime roster except when called to assist at a fire, rescue, mutual aid call, or to man the station during the aforementioned.

The above will be known as emergency call-in and will not be credited to the overtime roster. Emergency call-in will be paid at the rate of twice the regular rate of pay (double time).

It is further understood that the emergency call-in will be voluntary unless a general emergency is declared by the Chief of the Depart-

ment or his representative and the rotation of call-in will be the same as general call-in using the overtime roster.

Section 3 - Bereavement Time. Employees will be granted five (5) calendar days off including the shift when bereavement occurs in the case of the death of a spouse, father, mother, grandparents, father-in-law, mother-in-law, brother, sister, or child, including an adopted or stepchild. If an employee substantiates with the Commission of Public Safety within sixty (60) days of the signing of this Agreement the current legal guardianship of a child, or if subsequent to the sixty-day (60) period above, a new legal guardianship is established and the employee substantiates the new guardianship within sixty days, the same bereavement furlough time will be applicable for such a child.

Should a bereavement occur during a period of vacation days off, an employee shall be reinstated any vacation days used for such bereavement during the five (5) day period referenced above.

Section 4 - Vacation.

A. Fire Prevention Employees. Fire Prevention employees are eligible for two (2) vacation periods each year. Each period is for ten (10) working days. In addition thereto, these employees shall receive one (1) extra day after five (5) years of service, and three (3) extra days after ten (10) years of service, and five (5) extra days after fifteen (15) years of service, and seven (7) extra days after twenty (20) years of service, and nine (9) extra days after twenty-five (25) years or more of service.

The employee's anniversary date of hiring shall determine when he is eligible for the extra vacation days. Only one (1) extra vacation day can be taken with the regular summer or winter vacation; the remaining extra days may be taken with either vacation, summer or winter, provided it does not interfere with the scheduling of another's regular vacation and, provided further, that it does not fall in the months of June, July, or August; if so, the extra days must be taken separately.

B. Firefighting Employees. Firefighting employees are eligible for a summer vacation of five (5) scheduled 24-hour days and a winter vacation of five (5) scheduled 24-hour days. In addition thereto, these employees shall receive one (1) extra 24-hour vacation day after five (5) years of service, and two (2) extra 24-hour days after ten (10) years of service, and three (3) extra 24-hour days after fifteen (15) years of service, and four (4) extra 24-hour days after twenty (20) years of service and five (5) extra 24-hour days after twenty-five (25) years of more of service.

The employee's anniversary date of hiring shall determine when he is eligible for the extra vacation days. Only one (1) extra vacation day can be taken with the regular summer or winter vacation; the remaining extra days may be taken with either vacation, summer or winter, provided it does not interfere with the scheduling of another's regular vacation and, provided further, that it does not fall in the months of June, July, or August; if so, the extra days must be taken separately. The summer vacation period shall extend from April 1 through September 30, and the winter vacation period shall extend from October 1 through March 31. Vacations will be taken during each period at times designated by the City with due considera-

tion being given to the employee's rank seniority and preferences, it being agreed that such scheduling according to employee rank, seniority, and preference will not interfere with the efficient operation of the Department. No employee shall be requested to interrupt his vacation by the City except in the case of an emergency.

Two vacation rosters (an Officer Roster and a Fire Fighter Roster, including Senior Fire Fighter) will be maintained for each unit, in order to permit at least two (2) men, one (1) man from each roster, to take their vacations at the same time. Two men may take vacation from the same roster providing no one is on vacation on second unit roster.

Section 5 - Sick Leave.

A. As of July 1, 1979, a new sick leave system will be initiated.

B. Firefighting employees will accumulate sick time at the rate of nine (9) twenty-four (24) hour days each year.

C. Anyone using zero (0) or one (1) sick day per year will receive one extra bonus sick day per year.

D. The accumulation of sick days for each year will be unlimited.

E. Effective July 1, 1979, for all time earned prior to June 30, 1979, the following will be put into effect:

(1) Freeze each employee's sick time bank at the hours accumulated and earned as of June 30, 1979.

(2) Freeze final sick time compensation money, up to a maximum of 1,360 hours, at the June 30, 1979, police officers corresponding hourly rate. Captain's sick time compensation frozen at 1,400 hours.

Corresponding	Fire Fighter -	\$ 9.454 an hour
Hourly	Sergeant -	\$ 9.843 an hour
Rates	Lieutenant -	\$10.245 an hour
	Captain -	\$11.01 an hour

(3) July 1, 1979, start a new bank of sick time with indefinite accumulation, less 300 hours and be paid for one-third (1/3) of the remainder of total accumulation not to exceed 1,360 hours at the corresponding police officer's hourly rates, upon retirement.

(4) Final sick time compensation is a combination of moneys from the old bank plus moneys from the new bank.

(5) After July 1, 1979, all sick time will come from the new bank first, then if necessary, it will be deducted from the old bank.

(6) New hires after July 1, 1978, will receive indefinite accumulation, less 1,080 hours and be paid for one-third (1/3) the remainder of total accumulation not to exceed 1,360 hours at corresponding police officer's hourly rate, upon retirement.

(7) Separation payment for any reason will be frozen at 400 hours and death at 1,000 hours. July 1, 1979, start a new bank and payment is indefinite accumulation, less 300 hours and paid for one-third (1/3) of the remainder of total accumulation not to exceed 400 hours for separation and 1,000 hours for death at corresponding police officer's hourly rates. This will be added to the old bank for final sick time compensation for death or separation.

(8) New hires, after July 1, 1978, indefinite accumulation, less 1,080 hours and paid for one-third (1/3) of the remainder not to exceed 400 hours for separation and 1,000 hours for death to be paid at the then corresponding police officer's hourly rate.

(9) Furlough sick time may be allowed in case of sickness during furlough period. Evidence of such sickness must be provided to the satisfaction of the Chief of the Department. Absence due to service connected disability shall not be deducted from his sick leave bank and he shall be paid his regular salary until such time as he returns to duty or is placed on the pension rolls as a service connected disability by the Pension Board.

When an employee is absent from work because of illness for two consecutive working days, he, at the discretion of the Chief, may be required to produce a certificate from a doctor verifying his illness.

(10) For the purpose of clarification, as it relates to sick time final compensation, the following subsections (b) and (c) of Section 11 - Sick Leave, of a previous Contract Agreement (July, 1976 - July, 1978) is here included.

b. July 1, 1976

Upon an employee's retirement, the City shall pay said retired employee the cash equivalent for sick days accumulated, up to a maximum of 1,200 hours. Upon an employee's separation for any reason other than retirement, the City shall pay the employee the cash equivalent for sick days accumulated, up to a maximum of 400 hours. Upon an employee's death, the City shall pay to the employee's heirs, beneficiaries, or estate the cash equivalent for sick days accumulated up to a maximum of 1,000 hours.

All payments made pursuant to the above paragraph shall be computed by multiplying the accumulated sick days (converted into hours) times the corresponding police normal hourly rate of pay.

c. July 1, 1977

Upon an employee's retirement, the City shall pay said retired employee the cash equivalent for sick days accumulated, up to a maximum of 1,280 hours. Upon an employee's separation for any reason other than retirement, the City shall

pay the employee the cash equivalent for sick days accumulated, up to a maximum of 400 hours. Upon an employee's death, the City shall pay to the employee's heirs, beneficiaries, or estate the cash equivalent for sick days accumulated up to a maximum of 1,000 hours.

All payments made pursuant to the above paragraph shall be computed by multiplying the accumulated sick days (converted into hours) times the corresponding police normal hourly rate of pay.

Section 6 - School Leave.

A. Upon request and with the approval of the Commission of Public Safety, leave days will be granted to employees to attend approved training schools and/or seminars which, in the opinion of the Commission of Public Safety, will advance the knowledge, skill, and efficiency of firefighting and fire prevention to the benefit of the City of Allen Park.

B. Tuition Reimbursement. The City agrees to pay the cost of tuition and books for courses taken as part of any program in Fire Science Technology and related courses required for an Associate or Bachelor of Science Degree. Such payment is to be made on a reimbursement basis provided the fire fighter completes each course with a passing grade.

The fire fighter planning to attend classes shall make his request to the Chief of the Department by the first week in December of each year for the following fiscal year. A maximum of sixteen (16) credit hours per fire fighter per year is allowable.

This provision shall not apply to those courses required by the City.

Section 7 - Additional School Requirements.

A. New hires will successfully complete the following schools or classes the first year of their employment or as soon as possible thereafter as said schools or classes become available.

Michigan State Fire Fighter Training Council 240 hour course.

Basic Emergency Medical Technical Training

B. All employees should be licensed EMT's and maintain said license.

C. Employees required to attend school will be given a 90-day notice and will be worked in such a way as not to interfere with his/her regular work week as computed on a six (6) week cycle OR be paid at the rate of time and one-half OR accumulated time on a time and one-half basis as requested by the personnel involved.

(1) Selection of personnel to attend school 1. Will be based on the suitability of the personnel. Example: A person on the Haz Mat Team will have the first consideration to Haz Mat Schools or

Classes. 2. Rank 3. Seniority and 4. Other. All Requests will be turned in to the Deputy Chief in writing with dates, time and cost of school. Schools or classes will be posted for a period of 10 days for consideration of attendance. All final decisions as to school attendance will be made by the Chief and Deputy Chief.

(2) Personnel wishing to attend additional schools on a voluntary basis will have the following options:

1. A 40 hour work week (based on a 35-40 hour class schedule per week) - OR -
2. Accumulated Time on a time and one half basis for the hours they attended school on their leave day.

Section 8 - Personal Leave Time. Allow each member a maximum of three (3) super Kelly days, not to exceed 48 hours a year in a Personal Leave Time Bank. Personal Leave Time may be used in three (3) hour or more increments.

Section 9 - Sick and Death Time.

Firefighting Unit employees may, at their discretion, place an amount of hours, not to exceed ninety-six (96), from their vacation time to sick and death time bank, to be used in the event of an emergency in the employee's family. The purpose of this bank is to insure the employee that he would have available time for an emergency that is not covered by bereavement time, sick time, vacation, Kelly days or other provisions set forth in this Agreement.

Fire Prevention Unit employees may place an amount of hours not to exceed eighty (80) as sick and death time under the same above conditions.

Section 10 - Union Time. The five (5) Executive Committee Members of the Allen Park Association of Fire Fighters shall be permitted a total of nine (9) twenty-four (24) hour days off per year for association business providing minimum strength as per ARTICLE IX, Section 1.B., is maintained on the units. This section is independent of ARTICLE I, Section 2., and the restriction contained therein shall not apply to this paragraph. If the Department is unable to furnish minimum manpower under the overtime clause, it then becomes the Union's obligation to furnish manpower for the above.

Section 11 - Probationary Employees.

As of July 3, 1976, probationary employees shall not be eligible for holiday pay, longevity, uniform allowance, bereavement time, vacation time, personal leave time, sick leave time, and school leave time until the completion of their probationary periods. Upon completion of the probationary period, all benefits listed herein shall be computed as of the actual starting date.

The following benefits commence after completion of six months probation, and are not retroactive: bereavement time, personal leave time, and school leave. Being excused by the Chief of the Department to attend school shall not be considered the same as above.

Section 12 - Scheduling of Time Off.

A. An employee may not be scheduled to take time off to reduce his accumulated time, without the employee's consent, if the employee has less than ninety-seven (97) hours of accumulated compensable time.

B. Trading Kelly Days. An employee may initiate a trade of up to two (2) Kelly days at a time with fellow employees during the current contract period providing said Kelly day(s) is paid back within six (6) weeks.

Section 13 - Jury Duty Leave. The City agrees to grant time off without loss of pay to any employee required to be present for jury duty in any county, or a witness under subpoena by any court, except when the subpoena relates to outside employment or family business. The employee shall be compensated by the City for time necessarily lost from scheduled work in an amount equal to the difference (other than mileage reimbursement, except when driving a City vehicle) between their normal hourly pay and the total pay received for jury duty on each day. The Employee shall work until the time of court appearance and return to work when excused from court.

ARTICLE X - MISCELLANEOUS

Section 1 - Rubber Goods. The City will furnish and maintain rubber goods for each employee, such as helmets, rubber boots, rubber coats, gloves, and other safety equipment deemed necessary by the Department.

Section 2 - Military Pay. Employees shall be paid their regular rate of pay less eight (8) days military pay while attending military training with the National Guard or Reserve Unit for a maximum period of fifteen (15) consecutive calendar days per Federal Fiscal year. (10/1-9/30)

If an employee so chooses, he may take Military Leave days in one (1) day increments to a maximum of four (4) Fire Department work days per fiscal year and receive his daily rate of pay, less two (2) days military pay, for each work day taken.

Section 3 - Bulletin Board. The Union may maintain a bulletin board on the Fire Department premises which will be used exclusively for Union business. The bulletin board may not be used by the Union or any of its members for disseminating propaganda of any kind, including internal and external political matters, nor will it be utilized for advertising purposes.

Section 4 - Work of Tradesman. No employee shall be required to do work usually performed by a skilled tradesman, such as an electrician, carpenter, plumber, painter, and so forth, except in such case as general housekeeping repairs.

Section 5 - Safety Committee. The City will establish a Health and Safety Committee to prepare health and safety rules. The Committee shall be composed of a member of the Commission of Public Safety and a representative of the Union, and the two shall appoint a third member.

Section 6 - Uniforms. All personnel shall commence and complete their tour of duty, from 8:00 a.m. to 8:00 a.m., in their work uniforms (fatigues). This section supercedes any to the contrary contained in the Fire Department Rules and Regulations regarding uniforms. It is understood that all employees will be in their work uniforms (fatigues) all hours they are on duty.

Section 7 - "Working Conditions Agreement". The Agreement entitled "Working Conditions Agreement" dated July 1, 1984, is hereby incorporated herein by reference, and is a part of the Contract to the same extent and with the same force as if fully restated herein.

Section 8 - Parity/Corresponding Rank. This contract is based on parity with the Allen Park Police Department for purposes of this entire contract, corresponding rank between members of the Allen Park Fire Department and the Allen Park Police Department shall be as follows:

<u>Fire Department</u>	<u>Police Department</u>
Fire Fighter	Police Officer
Senior Fire Fighter	Corporal
Sergeant	Sergeant
Lieutenant	Lieutenant
Captain	Inspector

Parity is defined, by way of example, to include:

- wages, holiday pay, shift differential, rank differential, COLA, longevity, gun/meal allowances, clothing allowance, uniform cleaning allowance, pension and insurances.

In the event that there is established by arbitration or negotiation or otherwise different compensation or cash benefits for employees or officers of the Allen Park Police Department than are herein provided, the compensation provided herein shall be adjusted to conform thereto so as to maintain a parity relationship for all corresponding ranks in the Police and Fire Departments.

Section 9 - Promotional Exams.

A. Be it understood that the rules of Act 78 shall be maintained except where hereinafter clarified. Act 78 with these clarifications shall be the new promotional procedure.

B. These procedures shall cover all positions in the Fire Department except as hereinafter specifically excepted.

C. Vacancies in Rank

1. When a vacancy in rank occurs, the City shall attempt to fill said vacancy, or vacancy or chain of vacancies caused by filling of that vacancy, within thirty (30) days from the time of vacancy, from existing rosters that are in effect at the time of said vacancy.

2. Vacancies in positions above the rank of Fire Fighter may be noncompetitive relative to other candidates.

D. Eligibility for Testing

1. The date of expiration or exhaustion of existing roster(s) is the date of eligibility of all candidates and said date will remain in effect until a new roster(s) is established.

2. Whatever seniority or rank seniority which all candidates have on the date of eligibility will be the seniority time used in establishing the roster(s).

3. The candidates shall be from the next lower rank; or when no one becomes eligible, then eligibility will be open to the second lower rank; or when no one is eligible, then eligibility will be open to the third lower rank.

4. Those candidates shall have two years in rank as Sergeant, Lieutenant, or Captain or five years as Fire Fighter to be eligible.

5. If no candidate in the two/five year seniority has become eligible for testing or has passed the test, then those in the eligible rank with more than six months seniority, including those over two/five years, will be eligible candidates.

6. If no candidate as per D.4 or D.5 becomes eligible for testing or has passed the test, then those in the eligible rank with more than one day's seniority will be eligible candidates.

7. If no candidate as per D.4, D.5, or D.6, becomes eligible for testing or has passed the test, then those in the next lowest rank will be eligible as per D.4, D.5, or D.6.

8. Before dropping to a third lower rank, due to non-passing, the least eligible in the above ranks will test and/or retest at least two times.

9. Fire fighters with five or more years of seniority will be eligible to test for Sergeant. These fire fighters may test for ranks above Sergeant only after all requirements listed in D.4, D.5, D.6, or D.7, are exhausted.

E. Testing

1. The City will attempt to establish new rosters not less than sixty (60) days prior to expiration of existing rosters.

2. In the case of the exhaustion or vacancy of rosters, a new testing procedure shall be initiated within thirty (30) days and expedited for establishment of a new roster.

3. In case there are no passing scores on a test, the City will attempt to retest within thirty (30) days.

F. Scoring (This does not apply to testing of Chief)

1. The written test will be equal to sixty (60%) percent of the final score using the actual curve score procedure (currently Michigan Municipal League's standard score).

2. The oral test will be equal to forty (40%) percent of the final score.

3. The seniority points (one point for every year over five and 1/12 point for each full month being a pro-rated portion of a year) shall be added to F.1 and F.2.

4. A total accumulated score of at least seventy (70%) percent will be necessary for a passing score.

5. Exception: Written test for Chief shall require a minimum of seventy (70%) percent passing score; combined score shall be a minimum of seventy (70%) percent.

6. There shall be no additional points added for Military Service or Civil Service points.

G. Rosters. All rosters will be good for two years unless exhausted.

H. Physical/Psychiatric Examinations. There will be no requirement for physical or psychiatric examinations so long as candidate has a valid emergency medical technician or higher certification. The certifications, under state law, require physical examinations.

Section 10 - Employee Injuries.

A. Whenever an employee is injured or becomes ill from an on-duty event, or while off duty and acting in the capacity of his oath of office, and is unable to work, the City will continue the employee's normal rate of pay without a loss of accumulated sick leave days for a period of one (1) year from the date of injury, or the date when he first became ill. Thereafter, the employee shall receive only those benefits to which he is entitled to under Worker's Compensation. When a question arises as to whether said injury or illness is a result of an on-duty event or of action taken in the capacity of employee's oath of office, the determining factor will be the decision of the Worker's Compensation Board.

B. In cases where an employee becomes incapable of performing his normal duties through an off-duty accident, illness, or other cause, the employee, the Union, or the City may request a conference between the employee, the Chief, and the President of the Union, for determination and approval of limited duties, and if reasonably possible, to provide such duties as he is capable of performing, provided however, that the final decision rests with the Chief of the Department, and further, that the employee may be placed in the Fire Prevention Bureau.

C. Employees may return to work on a light duty basis providing he can work in the Fire Prevention Bureau on a forty-hour week schedule until he is able to return to full twenty-four (24) hours firefighting duty. He may be placed on light duty in the watch room at the discretion of the Chief of the Department.

Section 11 - Maintenance of Conditions. Wages, hours, and conditions of employment legally in effect at the execution of this Agreement shall, except as provided herein, be maintained during the term of this Agreement and the City shall make no unilateral changes in wages, hours, and conditions of employment during the term of this Agreement, either contrary to the provisions of this Agreement or otherwise. No employee shall suffer a reduction in such benefits as a consequence of the execution of this Agreement. Provided, however, that this section shall not prohibit the City from placing an employee in the Fire Prevention Bureau pursuant to ARTICLE X, Section 10.E. above.

Section 12 - Fair Day's Work. The Union affirms its adherence to the principle of a fair day's work for a fair day's pay and agrees to use its best efforts towards this end both as to work and as to the condition of its performance. The Union will not cause or permit its members to cause nor will any member of the Union cause any curtailment of work or restriction of work or interference with the efficient operation of the Department.

Section 13 - Treatment of Injuries. It will be determined by the officer in charge to which hospital injured employees will be sent.

Section 14 - Senior Fire Fighter. Any Fire Fighter with fifteen (15) years of service will be called "Senior Fire Fighter".

Section 15 - Health and Safety/Hepatitis B Immunization. The City shall pay the cost for initial Hepatitis B Immunization and maintenance of same for all employees.

Section 16 - Hold Harmless Clause/Legal Expense.

A. Whenever any civil action is commenced against any employee alleging negligence or other actionable conduct, if the employee was in the course and scope of his/her employment at the time of the alleged conduct and had a reasonable basis for believing that the conduct was within the scope of the authority delegated to the employee, the City shall, at its option, either pay for or engage and furnish the services of an attorney to advise the employee as to the claim and to appear for and represent the employee in the action. The City shall also indemnify an employee for the payment of any judgment, settlement, reasonable attorneys fees or court costs where the employee is found to have committed negligence or any other actionable conduct, except an intentional tort, in accordance with the foregoing provisions. No such legal services or indemnification shall be required in connection with prosecution of a criminal suit against an employee. Nothing in this Section shall require the reimbursement of any employee or insurer for legal services or indemnification to which the employee is entitled pursuant to any policy of insurance.

B. The City shall also indemnify an employee for the payment of any judgement, settlement, reasonable attorney fees or court costs where the employee is found to have committed an intentional tort, if the employee's intentional conduct occurred while fulfilling his/her necessary duties and functions and was carried out pursuant to a direct order of his/her supervisor, was conduct required by the direct order, or was conduct inkeeping with established past practices of the Department. In addition, in cases of intentional tort(s), the employee shall have the right to select counsel of his/her own choosing, with mutual agreement with the employer.

ARTICLE XI - ECONOMIC BENEFITS

Section 1 - Annual Base Salary.

	7/1/90- 6/30/91	7/1/91- 6/30/92	7/1/92- 6/30/93
<u>FIRE FIGHTER</u>			
0-1 yrs.	23,563	24,682	25,854 <i>12.43</i>
1-2 yrs.	25,571	26,786	28,058
2-3 yrs.	27,257	28,552	29,908
3-4 yrs.	28,946	30,321	31,761
4-5 yrs.	30,634	32,089	33,613
5 + yrs.	35,432	37,115	38,878 <i>18.69</i>
<u>SERGEANT</u>			
Start	37,204	105% <i>11.63</i>	
6 months	37,558	106%	
1 year	37,912	107%	
2 years	38,975	110% <i>20.56</i>	
<u>LIEUTENANT</u>			
Start	39,684	112%	
6 months	40,038	113%	
1 year	40,747	115%	
2 years	41,810	118%	
<u>CAPTAIN</u>			
Start	42,518	120%	
6 months	43,227	122%	
1 year	43,936	124%	
2 years	44,999	127%	

Section 2 - Step Up Pay. Any Fire Fighter performing the duties of a higher rank for a period of eight (8) hours, shall receive the rate of a Sergeant for that day.

The following procedure will be used to select Fire Fighters to be stepped up to acting officer:

1. A Fire Fighter who is working that day and is also on the current eligibility list for Sergeant shall be required to accept a step-up to acting officer. If more than one Fire Fighter on the eligibility list is working that day, then selection for step-up shall be made on their ranking on that list, highest first.

2. If there are not enough Fire Fighters on the current eligibility list, the City will ask for volunteers. If there is more than one (1) volunteer, the Fire Fighter with the most seniority in excess of five (5) years who volunteers will be appointed acting sergeant.

3. If there are not enough volunteers, the Fire Fighter with the least seniority in excess of five (5) years will be stepped up to acting sergeant.

Section 3 - Shift Differential. Effective March 26, 1991 all fire fighting employees shall be paid twenty-five (25¢) cents additional for each hour worked between 4:00 p.m. and midnight and forty-five (45¢) cents additional for each hour worked between midnight and 8:00 a.m. *Last week in August*

Shift Differential Pay shall be paid once a year.

Section 4 - Holiday Pay.

A. Effective July 1, 1990, in lieu of any other holiday pay, on November 15th of each year, the employee shall be paid a lump sum holiday payment equal to eight (8) hours pay at the corresponding police rate of pay multiplied by twelve (12) holidays. The designated holidays are as follows: New Year's Eve and New Year's Day, Washington's Birthday, Easter Sunday, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day and the day after Thanksgiving, Christmas Eve and Christmas Day.

B. Employees who call in sick on a designated holiday shall have the sick time deducted at the rate of time and one-half. Effective July 1, 1987, employees who work on a holiday shall receive time and one-half pay for the hours worked that day. Employees in the bargaining unit who work beyond a regular shift on a holiday will be paid double time for hours worked beyond a regular shift.

C. Upon retirement or separation for any reason, an employee shall be paid his/her prorata share of the annual holiday pay due him/her, based on the number of designated holidays.

Section 5 - Longevity Pay. Commencing with one year of service, each employee shall be paid at a rate of \$25.00 per year of service up to ten (10) years and \$30.00 per year of service for each year over ten (10) years. Employees with the rank of Captain shall receive \$35.00 per year. Longevity Pay shall be computed on November 1 of each year and payments shall be made on or before November 15 of each year. Employees receiving their first Longevity Pay shall receive a prorated pay computed from their date of employment to November 1.

Section 6 - Uniform and Cleaning Allowances.

A. Each employee will receive an annual clothing allowance as follows:

Effective July 1, 1990 - \$450.00
Effective July 1, 1991 - \$500.00
Effective July 1, 1992 - \$550.00

B. Each employee will receive an annual cleaning allowance as follows:

Effective July 1, 1990 - \$400.00
Effective July 1, 1991 - \$450.00
Effective July 1, 1992 - \$500.00

One-half Uniform and Cleaning Allowances shall be paid in the first week of August each year; one-half shall be paid in the first week of February for each year.

Section 7 - Meal Allowance. All Firefighting personnel below the rank of Sergeant shall be paid a meal allowance the first week of August each year of \$365.00.

Section 8 - Insurances.

A. Life Insurance. Each employee shall be covered by \$25,000.00 term life insurance, double indemnity being paid in case of accidental death, riot or civil disorder, as per City's insurance coverage. A life insurance policy in the amount of \$7,500.00 coverage shall be paid for by the City for each retiree.

B. Hospital Insurance.

Employees hired prior to December 1, 1991.

The City shall provide for employees and eligible members of employees family hired prior to 12-1-91 Blue Cross MVF-2 Master Medical with Mandatory Second Opinion, Drug and Reciprocity Riders. The cost shall be sustained by the City.

Retired employees who were hired prior to 12-1-91 shall continue to be covered by this plan, cost sustained by the City, until the retired employee reaches age 65 or is eligible for Medi-Care, when the City will supplement with BC/BS "65 Plan". Should an employee, either active or retired, becomes deceased, said employee's spouse and eligible dependents under the plan shall continue to be covered by said insurance, provided said spouse remains unmarried. Retired employees who obtain employment from an employer who provides Hospital Insurance shall not be covered by the City's Hospital Insurance for duration of such employment.

Employees hired after December 1, 1991.

All employees and eligible members of employee's family hired after 12-1-91 will be covered by an HMO with the same coverage as the Blue Cross/Blue Shield Plan, cost sustained by the City. The City may at its option offer one or more plans. Employees who were hired after 12-1-91 who wish to upgrade to the Blue Cross/Blue Shield Plan may do so during enrollment period with not less than a ninety (90) day written notice to payroll office at the employee's own expense for the differential in premium cost (if any) via payroll deduction or direct payment to the City.

Retired employees who were hired after 12-1-91 shall be covered by an HMO plan with the same coverage as the Blue Cross/Blue Shield plan, cost sustained by the City, until the retired employee reaches age 65 or is eligible for Medi-Care, when the City will supplement with a "65 Plan". Should an employee, either active or retired, becomes deceased, said employee's spouse and eligible dependents under the plan shall continue to be covered, provided said spouse remains unmarried. If said retired employee and/or spouse intends to move out of the area covered by the HMO, he/she must give the city a minimum of 90 days prior notice of the location he or she intends to move to, and the City shall arrange for coverage by another HMO or other plan covering that area which provides

the same or better coverage. If no said HMO is available, then the retired employee and/or spouse will be covered by the above referenced BC/BS plan for retirees.

C. Dental Insurance. The City shall provide for employees and eligible members of employee's family: Delta Dental Plan, Full Family Coverage, Class 1 & 11, 70% - 30% Co-payments, with maximum benefit payable in any one contract year not to exceed \$600.00 per person.

Retired employees shall continue to be covered by this plan, cost sustained by the City, until the retired employee reaches age 65 or is eligible for Medi-Care, when the City will supplement with BC/BS "65 Plan". Should an employee, active or retired, become deceased, said employee's spouse and eligible dependents under the plan shall continue to be covered by said insurance, provided said spouse remains unmarried. Retired employees who obtain employment from an employer who provides Dental Insurance shall not be covered by the City's Dental Insurance for duration of such employment.

Effective July 1, 1985, the City shall provide for active employees and eligible members of the employee's family (eligible dependents only to age 19) a new plan which will include orthodontic services at 50% co-pay with a maximum not to exceed one thousand (\$1,000.00) dollars per person, lifetime maximum.

Should an active employee become deceased, said employee's eligible dependents under the plan shall continue to be covered by said insurance, provided the spouse remains unmarried.

D. Optical Insurance Benefit. The City shall provide for employees and eligible members of employee's family an Optical Plan as provided by the Co-op Optical Service in their plan dated October 14, 1976. Copies of the plan will be given to the Union.

The plan in general provides every employee, spouse and all dependent children under the age of nineteen (19) an optometric refraction and glasses, if needed, once every two (2) years. The plan details the type of frames and lenses available.

Retired employees shall continue to be covered by this plan, cost sustained by the City, until the retired employee reaches age 65 or is eligible for Medi-Care. Should an employee, active or retired, become deceased, said employee's spouse and eligible dependents under the plan shall continue to be covered by said insurance, provided said spouse remains unmarried. Retired employees who obtain employment from an employer who provides Optical Insurance shall not be covered by the City's Optical Insurance for duration of such employment.

E. Other Plans. The City reserves the right to change any and/or all insurance company(ies) and/or plans, providing the replacement program is equal to or better than the program available from the present company, subject to the mutual agreement of the City and the Union.

Section 9 - Pensions. Employees in the unit will be covered by the Allen Park Employees Retirement System regarding Police and Fire employees as amended from time to time and more specifically as follows:

A. That on July 1, 1978, an individual employee's contribution to the Retirement System shall be increased to six (6%) percent on both wages subject to Social Security Taxes and above, so that both contribution factors shall be six (6%) percent.

B. That on January 15, 1979, an eligible employee's straight life pension prior to age 65 equals 2.5% of his final average compensation multiplied by the number of years credited service and fractions thereof to a maximum of seventy (70%) percent.

C. That on January 15, 1979, an eligible employee's straight life pension after age 65 equals 1.6875% of his final average compensation multiplied by the number of years credited service and fractions thereof.

D. Effective for retirants after January 1, 1984, an eligible employee's straight life pension shall equal 2.5% of his/her final average compensation multiplied by the number of years credited service and fractions thereof to a maximum of seventy (70%) percent.

E. That on January 15, 1979, the normal age of retirement shall be reduced to fifty-seven (57) years of age from age sixty (60).

F. That on January 15, 1979, the voluntary age of retirement shall be reduced to age fifty-two (52) from age fifty-five (55).

G. That all employees as of July, 1976, shall be covered by the above enumerated amendments.

H. For any employee hired after January 1, 1985, an eligible employee's straight life pension shall equal one (1%) percent for the first five years and two and one-half (2 1/2%) percent thereafter of his/her final average compensation multiplied by the number of years credited service to a maximum of seventy (70%) percent. Minimum age of retirement for new employees shall be 54.5 years of age.

(Explanatory Note: There was no intent by the parties to change pension benefits for current employees.)

I. Annuity Withdrawal. Up to two (2) employees in this unit per fiscal year may elect to draw up to fifty (50%) percent of his/her pension contribution upon retirement. Application for annuity withdrawal must be made at least ninety (90) days prior to employee's date of actual retirement and shall be paid to the employee no later than ninety (90) days after the employee's effective date of retirement. It is understood that the election of this option shall result in reduced monthly benefits as determined by the actuary to reflect the amount of the employee's withdrawal. It not being the intent to increase the employee's total pension benefits.

J. One-time Change in Payment Option (Pop-Up). A retiree, who elects to receive a reduced retirement income based upon the joint and survivor method wherein the retiree's spouse shall be eligible to receive said reduced pension income for the remainder of his/her life should the retiree predecease said beneficiary, may, on a one-time basis, revert to one hundred (100%) percent of the amount provided said retiree for a straight life pension should the designated beneficiary predecease the retiree. Any extra cost associated with a retiree's election of this "Pop-Up" provision, shall be paid by the employee/retiree who elects to use said provision.

K. Vesting Rights. It is understood that members of this unit will vest their pension rights when they have fifteen (15) years of membership in the Allen Park Retirement System regardless of age. When their rights are vested, they and their dependents shall be entitled to all benefits allowable any other employee who has vested rights. This section may change to comply with any adopted federal or state law concerning vesting rights.

L. Pension Board. The Union shall have the right to have a Union selected and designated non-voting representative attend all meetings of the Allen Park Pension Board. That member shall receive copies of all agendas, Minutes, documents, memorandums, and any other materials issued to a regular Pension Board member. Further, the representative shall receive all compensation and rights attributed to the position including the opportunity to attend pension seminars and meetings with all costs and expenses reimbursed by the City for reasonable and necessary expenses, subject to normal City policy for same.

M. Pension. Effective January 1, 1992 employees who retire on or after June 30, 1993 will have their final average compensation computed on the average of the highest three (3) consecutive years of service of the last ten (10) years.

Exception: Should Senior Fire Fighter John Angellotti elect to retire between January 1, 1993 and June 30, 1993, he shall receive the same benefit as outlined above; namely, final average compensation computed on the average of the highest three (3) consecutive years of service of the last ten (10) years.

Section 10 - Prorated Pay. All benefits (holiday pay, longevity, meal allowance, sick time, S&D time, vacation, personal leave time and compensatory time) shall be prorated and paid to the employee or his heirs upon termination of employment for any reason.

Section 11 - Severance Pay.

A. An employee who is laid off by the City shall receive six (6) months severance pay, payable bi-monthly for a period of six (6) months from the time of layoff or to time of rehire, whichever occurs first.

B. Employees hired after July 3, 1976; shall not be entitled to severance pay.

Section 12 - Captains Expense Allowance. Each Captain shall be paid a monthly expense allowance of thirty-five (\$35.00) dollars issued via a single separate check.

Section 13 - Extra Super Kelly Day. Union has settled with Chief Cabadas the scheduling of extra Super Kelly Days (employee will be allowed to schedule ESK day within sixty days of date earned).

Employees shall be permitted to

- a. Place ESK into Accumulated Leave (AL) Use of (AL) time shall not create a manpower shortage.
- b. Place ESK into Personal Leave (PL)
 1. in accordance with 48 hr limit
- c. Will be scheduled within 60 days of the due date.
- d. Once ESK has been scheduled, it shall be treated as any other Super Kelly (SK)

ARTICLE XII - RESIDENCY

Effective January 1, 1992, employees having five (5) or more years seniority may live anywhere within the State of Michigan within a 25 mile radius of the fire station. However, employees electing to live out of the City of Allen Park will be subject to the following:

A. Forfeiture of food allowance or if not eligible for food allowance, employee will forfeit an equal amount from uniform allowance.

B. Employee will not be called in for emergency or unscheduled overtime unless determined necessary by the Officer in Charge. Employees who live in Allen Park will have first priority for this overtime. Employee shall go on payroll when he/she reports to the station. Unscheduled overtime is defined as overtime for which the City has less than one (1) hour advance notice and the employee can report to the station by regular shift starting time.

It is understood and agreed that if legislation is adopted which in any way renders residency restrictions illegal, void, invalid or otherwise unenforceable, such legislation shall supersede the existing residency restrictions. However, employees who reside outside the City shall still be subject to forfeiture of their food allowance or an equal amount of their uniform allowance as outlined above.

ARTICLE XIII - PERIOD OF AGREEMENT

Section 1 - Effective Date. All provisions contained within this Agreement shall be effective as of the first day of July, 1990.

Section 2 - Duration. This Agreement shall continue in effect for successive yearly periods after June 30, 1990, unless notice is given in writing by either the Union or the City at least sixty (60) days prior to June 30, 1993, or any anniversary date thereafter of its desire to modify, amend, or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto caused their hands to be signed and their seals to be affixed, this 1ST day of MAY, 1992.

BY THE CITY OF ALLEN PARK

BY LOCAL NO. 1410 OF THE
INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS

A. N. Richards
Fernice Weiss, City Clerk

Robert A. Long
Michael P. Egan

LETTER OF UNDERSTANDING
PROMOTIONS

The parties shall meet for the purpose of negotiating the promotional system section of this contract. It is the intent of the Union to provide greater emphasis on seniority, and otherwise simplify and streamline the promotion system. The City of Allen Park's position is to continue the current method (Act 78).

The parties shall meet for a six month period commencing January 30, 1992 through July 30, 1992 with extended time limits by mutual consent. At the end of this period either party can submit the promotion issue to binding arbitration under Act 312.

FOR UNION

Robert A. Longen
DATE: April 14, 1992

Michael P. Ly
DATE: 14 APR 92

FOR CITY

G. N. Richards
DATE: 4-30-92

Terrence A. Lewis, City Clerk
DATE: May 1, 1992