

4391

6/30/2001

COLLECTIVE BARGAINING
AGREEMENT

By and Between

CITY OF BELDING, MICHIGAN

and

LOCAL NO. 2451 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
also known as

BELDING FIRE FIGHTERS UNION, AFL-CIO

JULY 1, 1998 - JUNE 30, 2001

Belding, City of

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COLLECTIVE BARGAINING AGREEMENT

This Agreement entered into November 25, 1998, effective July 1, 1998 through June 30, 2001, between the CITY OF BELDING, MICHIGAN, a municipality, hereinafter called the "City" and LOCAL 2451 of the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, also known as BELDING 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 I

SECTION 1 - Purpose

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 interests of the community; to improve the public fire fighting service; and to provide an orderly and equitable means of resolving future differences between the parties.

SECTION 2 - Definitions

"City" shall include the elected or appointed representatives of the City of Belding, Michigan. "Union" shall include the Officers or representatives of the Union.

"Employee" or "Employees" shall mean the employees of the City who are in the bargaining unit covered by this Agreement. Whenever the singular number is used, it shall include the plural.

ARTICLE II

RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining representative of all full-time Employees of the Belding Fire Department.

ARTICLE III

UNION ACTIVITIES AND SECURITY

SECTION 1. Employees shall have the right to join the Union, to engage in lawful concerted activities for the purposes of collective negotiation or bargaining or other mutual aid and protection, to express or communicate in a lawful manner any view,

grievance or complaint related to the conditions or compensation of public employment or their betterment, all free from any and all restraint, interference, coercion, discrimination or reprisal, so long as the same does not interfere with the full, faithful and proper performance of the duties of employment.

SECTION 2.

(a) The City will deduct the amount of the Union's uniform monthly dues from the wages of any Employee who makes a written authorization thereof and gives the same to the City. Such dues will be deducted from the Employee's paycheck of each pay period and be promptly remitted to the designated official of the Union.

(b) The City shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made; and if for any reason it fails to make a deduction for any Employee as above provided, it shall make the deduction from the Employee's next pay in which such deduction is normally deducted after the error has been called to the City's attention by the Employee or the Union.

SECTION 3. The Union in Contract negotiations may be represented by up to three (3) individuals, who may be either on or off-duty Employees or other non-employee representatives.

ARTICLE IV

OTHER AGREEMENTS

SECTION 1.

The City shall not enter into any agreements with its Employees individually or collectively or with any other organization which in any way conflicts with the provisions hereof.

SECTION 2.

The City may use temporary employees to fill in when a full time employee is off due to unusual or unforeseen circumstances. However, the temporary cannot cause the layoff or displacement of

a full time employee, nor shall the temporary cause a full time employee to lose overtime when a full time employee is available.

Should the City decide it is necessary to hire a temporary employee, they shall notify the bargaining unit of the reason for the use of the temporary and a period of time the temporary is expected to be working. The period of time shall not exceed six months, nor shall it exceed the time the full time employee can return to full duty status.

If the full time employee cannot return to work within the six month period, the City shall notify the bargaining unit and a new period of time will be established.

ARTICLE V

MANAGEMENT RIGHTS

The City on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers, except such as are specifically relinquished herein, are reserved to and remain vested in the City, including but without limiting the generality of the foregoing, the right

(a) to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, materials or methods of operation;

(b) to introduce new equipment, methods, machinery or processes, change or eliminate existing equipment, and institute technological changes, decide on materials, supplies, equipment, and tools to be purchased;

(c) to subcontract or purchase any or all of the construction of new facilities or the improvement of existing facilities, and

bargaining unit work; however, except when an immediate and unforeseen emergency places demands which exceed the manpower capability of the Fire Department, no sub-contracting shall occur without at least 30-days notice to the Union. Upon such notice, the City shall immediately schedule a special meeting with the Union to discuss whether there are any reasonable alternatives;

(d) to determine the number, location, and type of facilities and installations;

(e) to determine the size of the work force and increase or decrease its size, subject to the provisions of this Agreement;

(f) after meeting and conferring with the Union, to hire, assign, and lay off employees in accordance with the terms of this Agreement;

(g) to permit municipal employees not included in the bargaining unit, to perform bargaining unit work when an immediate emergency places demands which exceed the manpower capability of the Fire Department; however, all other uses of municipal employees to perform bargaining unit work shall be subject to collective bargaining;

(h) to direct the work force, assign work and determine the number of employees assigned to operations;

(i) to establish, change, combine or discontinue job classifications, and prescribe and assign job duties, content and classification, however, the effect on the bargaining unit of any establishment, change, combination or discontinuance of job classification(s) and the establishment of wage rates for any new or changed classification (s) shall be the object (s) of collective bargaining;

(j) to determine lunch, rest periods, and cleanup times, the starting and quitting time;

(k) to establish reasonable work schedules;

(l) to discipline and discharge employees for cause;

(m) to adopt, revise, and enforce working rules and procedures;

(n) to reasonably transfer, promote, and demote employees from one classification, department or shift to another;

(o) to select employees for promotion or transfer to supervisory or other positions not in bargaining unit and to determine the qualifications and competency of employees to perform available work.

ARTICLE VI

HOURS OF EMPLOYMENT

SECTION 1. Employees shall work a shift schedule which will be posted in advance. Such schedule shall consist of four (4) shifts. Shift "A" and "C" shall be day shifts; twelve (12) hour tours of duty which will start at 0500 hours and end at 1700 hours the same day. Shift "B" and "D" shall be night shifts; twelve (12) hour tours of duty which shall begin at 1700 hours and end at 0500 hours the next day. Shift "C" personnel are scheduled to be on duty when shift "A" personnel are on regular scheduled days off and vice versa. Shift "D" personnel are scheduled to be on duty when shift "B" personnel are on scheduled days off and vice versa. In the event of the absence of one or more employees, the remaining personnel may be temporarily reassigned to different shifts or hours until the absent employee(s) return to work. At such time, all personnel will be returned to their previous shifts in such a manner so as to not adversely affect the employee(s) health and safety.

The number of hours worked by each shift shall, during a standard two week pay period, total eighty-four (84) hours. The extra four (4) hours per pay period will be paid at straight time each pay period.

The work week shall begin at 12:01 a.m. Sunday and end at midnight on the following Saturday. While the employee is working his shift, he will be responsible for control and operations of Dispatch Center and handle all fire calls as in the past, under the supervision of the Fire Chief.

SECTION 2. Shift rotation shall be instituted, based on a bid system. Under this system, shifts will be awarded to bidders based on seniority with the shift bids from employees with higher seniority being superior to bids from employees of lesser seniority. Employees bidding for shifts will submit up to four bids for shifts. Bids will be in descending order of preference with the first bid being for that shift most desired by the employee. Anytime two or more employees sign up for the same shift, the employee with the highest seniority will be awarded the desired

shift. The employee with lesser seniority will have his next bid considered against bids from other employees for the next desired shift. The chief shall assign an employee to a shift if that employee fails to submit a shift bid. Assignment shall be to a shift not bid by another employee.

Shift rotation periods shall last sixteen (16) weeks. Shift bidding shall commence four (4) weeks prior to the rotation date. The bidding period shall be open for one week. All shift bids shall be submitted to the Fire Chief. The shift awards shall then be posted and scheduled ten days or more prior to the new shift starting date.

SECTION 3. With the prior approval of the Fire Chief, Employees shall be permitted to voluntarily trade work days, provided however, that it is understood that no overtime liability shall be created by any such trading of work days.

SECTION 4. If for reasons of economy it shall be deemed necessary by the City to reduce the number of Employees of the Fire Department, the City shall follow the following procedure:

Such removal shall be accomplished by laying off in inverse order of employment commencing with the last Employee appointed to the Fire Department, until such reductions shall have been accomplished; provided further however, that in the event the Fire Department shall thereafter be increased, the Employee laid off last under the terms of this Section shall be first recalled before any new Employee is hired in the Fire Department. A laid off Employee shall retain in such recall privileges for a period of twelve (12) months after his layoff.

SECTION 5. All work scheduling shall be completed at least ten (10) days in advance, except for emergencies (illness, funeral leave etc...).

ARTICLE VII

VACATIONS

SECTION 1. Accumulation of Vacation Leave.

All full time Employees shall earn forty (40) hours of paid vacation after six months of continuous employment and forty (40) additional hours after one year of continuous employment; and eight (8) additional vacation hours for each additional year of continuous employment, not to exceed one hundred sixty (160) hours. For vacation earned in excess of eighty (80) hours, employee may take the hours as vacation or may be paid for the same at their anniversary date, or anytime after within the year. In addition, employees shall be entitled to accrue up to one hundred sixty (160) hours at the rate of forty (40) hours per year from previous years. Employees may not take pay in lieu of vacation which has been accrued from previous years.

SECTION 2. Use of Vacation Leave.

(a) Vacation leave shall be taken with the approval of the Department Head concerned and the City Manager, and posted ten (10) days in advance when at all possible.

(b) Vacation shall only be taken during such time as is not disrupting to the work schedule of the departments concerned.

(c) Each eligible Employee shall be entitled to take vacation leave during the twelve (12) month period following his appointment anniversary and in accordance with accumulated leave. A legally designated holiday that falls during an employees vacation shall not be charged against him as vacation time. An Employee who leaves the employment of the City in good standing shall be compensated for vacation leave earned and accrued in accordance with Section 1 above.

(d) Vacation overtime shall be posted no less than ten (10) days in advance and shall remain posted no longer than five (five) days prior to the first shift posted. Overtime shall be assigned to the person signing up. In the event that more than one person signs up for the available shift, the employee with the highest seniority

shall be awarded the overtime shift. In the event that no employee signs up for an available shift, the Fire Chief will assign the open shift.

ARTICLE VIII

SENIORITY

SECTION 1. Seniority shall be defined at last continuous period of employment in the Fire Department.

SECTION 2. Seniority shall terminate for:

- (a) Discharge for cause.
- (b) Layoff exceeding twelve (12) month.
- (c) Voluntary resignation from Department.
- (d) Absence for three (3) work days without first obtaining a leave of absence.
- (e) Retirement.

SECTION 3. All promotions shall be made from within the bargaining unit.

ARTICLE IX

SICK LEAVE

All full-time Employees shall be entitled to be paid sick leave. Employees shall accrue sick leave at the rate of eight (8) hours for each month of employment in which the Employee works or is paid for at least ninety-six (96) hours. Employees shall be able to accrue unused sick leave from previous years to a total of three hundred eighty-four (384) sick leave hours. Sick leave shall be granted to all full-time Employees upon approval of the City Manager for absence due to illness, injury or quarantine. However, Workmen's Compensation benefits shall be applied in cases of on-the-job injury. One paid sick leave day shall be granted for each authorized work day missed. No Employee shall be granted sick leave until the department head concerned has approved the sick leave and certified the request to the City Manager for approval.

Employees claiming sick leave may be required by their department head and/or City Manager to file a certificate signed by a physician stating the nature and extent of the illness. When an Employee receives weekly Workmen's Compensation benefits, he may not use his sick leave for the same injury or illness.

Bargaining unit members may use a maximum of five (5) sick days per year for the illness of an immediate family member. Immediate family member for this provision shall be defined as spouse, son, daughter, or other legal dependent of the employee. Additional sick days may be used for this purpose at the discretion of the City Manager.

Whenever a department head feels that an employee is abusing the use of sick leave, he shall investigate and report his findings to the City Manager. Abuse of sick leave shall be grounds for suspension without pay, demotion, or dismissal. All sick leave accrued in excess of three hundred eighty-four (384) hours shall be paid at the Employee's regular rate of pay on or before the 15th day of December each year (accrued sick leave credit in excess of 384 hours as of the effective date of this Agreement will be paid at the Employee's rate of pay in accordance to Appendix A).

ARTICLE X

OTHER LEAVES and HOLIDAYS

SECTION 1. Funeral Leave.

Each full-time Employee shall be entitled to leave with pay for the time reasonably required (up to four (4) shifts) at the time of the death of a member of his immediate family for the purpose of attending the funeral and settling family business. This leave shall not be used for any other purpose.

"Immediate Family" shall mean, husband, wife, son, daughter, mother, father, brother, sister, parent-in-law, brother-in-law, sister-in-law, grandparent or grandchild of an Employee or other legal dependent.

SECTION 2. Jury Duty Leave.

An Employee required to serve on a jury or as a witness by subpoena will be paid the difference between any jury duty or witness remuneration and his regular pay for such day or days.

SECTION 3. Holidays.

The following Holidays shall be recognized:

	<u>Observed</u>
New Years Eve Day	December 31
New Years Day	January 1
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	4th of July
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Christmas Eve Day	December 24
Christmas Day	December 25

- (a) All employees working any shift coverage and/or scheduled

overtime on a holiday shall be compensated at triple his or her normal rate of pay, (Triple time). Any other overtime shall be paid at "Time and one-half" his or her normal rate of pay. Any employee not scheduled to work on a holiday shall receive eight (8) hours "Holiday pay" in addition to his or her normal pay. Such Holiday pay is in addition to the Employee's annual salary.

(b) The City Manager may disallow Holiday pay in case an employee is requested to work on the Holiday and does not comply with such requests.

(c) No employee will be paid for a Holiday unless he has been on pay status on the working days immediately preceding and following the Holiday, unless the employee is granted special approval for pay for the Holiday by the City Manager.

SECTION 4. Personal Leave.

Every full-time employee shall be entitled to the use of twelve (12) hours each year for attending to special personal needs. Such time will be used in one twelve hour unit.

SECTION 5. If an Employee terminates his employment, he will not receive pay for holidays or a personal leave day occurring after the last day worked even though the holidays for personal leave day may fall within a period of his projected terminal vacation leave.

SECTION 6. Birthday Leave.

Every full-time employee, after completing one year with the City, shall be entitled to twelve (12) hours of paid leave for their birthday, and shall be entitled to observe same at mutual convenience of the employee and the department concerned. Such time will be used in one twelve hour unit.

ARTICLE XI

COMPENSATION AND RETIREMENT

SECTION 1. Wages. The hourly wage schedules for July 1, 1998, July 1, 1999, and July 1, 2000 shall be:

Classification	7/1/98	7/1/99	7/1/00
Deputy Fire Chief	\$15.94	\$16.58	\$17.24
Captain	\$15.20	\$15.81	\$16.44
Fire Fighter	\$13.72	\$14.27	\$14.84

SECTION 2. Longevity Pay. All full-time employees shall be entitled to longevity pay (paid twice monthly or annually) according to the following schedule:

	<u>1998</u>	<u>1999</u>	<u>2000</u>
4, but, less than 8 yrs. of service	\$138.	\$144.	\$150.
8, but, less than 12 yrs. of service	\$268.	\$284.	\$300.
12, but, less than 16 yrs. of service	\$406.	\$428.	\$450.
16, but, less than 20 yrs. of service	\$544.	\$572.	\$600.
20 or more years of service	\$650.	\$700.	\$750.

Such longevity shall be paid in a separate check no later than the first pay day in December.

SECTION 3. Overtime.

During the term of this agreement and for as long as Employees are on the present work schedule, they shall be paid at the rate of one and one half times their regular hourly rate for all hours worked in excess of an average of 84 hours per pay period (including required training and meetings). All overtime is to be first offered to full-time fire fighters.

Section 4. Retirement.

The City shall contribute, on behalf of each employee, nine percent (9%) of the employees base salary to the City's retirement program, (401 K).

The City shall pay towards Hospitalization Insurance after retirement based on the following schedule:

25 years or more of service	\$200. / month benefit
16 - 24 years of service	\$150. / month benefit
10 - 15 years of service	\$100. / month benefit

Section 6. Education Incentive / Training

In the interest of professional development of employees and professional service to the community, the City agrees to reimburse employees for the actual cost of tuition and books for college courses, not to exceed \$100 per credit hour. This reimbursement is subject to the following criteria:

1. The course taken by the employee must be at an accredited college or university and must apply toward the attainment of a degree. The City must be notified prior to the beginning of the class.
2. Unless other specific arrangements are made with the employer, the employee will be responsible for the initial payment of the cost of the class. The City will reimburse the employee after showing proof of class completion with no less than a "C" or 2.0 grade out of a possible 4.0. The City will not pay an employee for time spent in class or travel to and from the class.
3. Training seminars do not fall under the classification of college courses. This is not meant to exclude employees from attending training seminars on their own, but the City accepts no financial responsibility for the training, unless the training is required to retain certifications and/or licensing required in the scope of duties performed by fulltime Firefighters. This includes E.M.S. licensure at current levels, Emergency Medical Technician, Basic, Specialist or Paramedic.
4. The City shall be responsible for selecting and paying for any

training it deems necessary for its employees.

5. For each full year of college, consisting of twenty-four credit hours or more earned, that is paid for by the city, the employee agrees to remain employed by the city for an equivalent year. If the employee chooses to leave, he/she will be responsible for repaying the city for the college credits earned, based on a yearly increment of twenty-four credit hours equals one year of school. The portion owed the city will be pro-rated if the employee has worked one or more years after obtaining a degree.

Example: Two year degree. Employee works one year after obtaining a degree, then leaves. Employee repays city for one year of education.

ARTICLE XII

INSURANCE

SECTION 1. The City shall provide Blue Managed Traditional Plan, Plan 1, including AP2 , ECS and OPS riders, (Blue Cross/Blue Shield) for the term of this contract for all employees and their families.

SECTION 2. The City shall provide life insurance coverage for each employee in the amount of Fifteen Thousand Dollars (\$15,000) and Fifteen Thousand Dollars (\$15,000) accidental death and dismemberment with premiums paid by it.

SECTION 3. The City reserves the right to change the carrier of any insurance program so long as comparable benefits are provided to the employee.

SECTION 4. Dental Insurance. For the term of this agreement, the City shall provide a family dental plan which pays 50% for Class I, 75% for class II, 75% for class III, and class IV to a \$1,000 maximum, (orthodontics). City funded.

Section 5. Vision Insurance. For the term of this agreement, the City shall provide a Blue Cross/Blue Shield vision care program or it's equivalent. City funded.

Section 6. Long Term Disability Insurance. For the term of this agreement, the City shall provide a long term disability program with the following benefits:

SCHEDULE OF PLAN A BENEFITS

Schedule Amount	60% of covered earnings
Maximum Benefit	\$3,000
Qualifying Period	3 month(s)
Duration of Benefit:	
Accident/Sickness	Social Security Normal Retirement age/ADEA
Benefit Integration	Full Family Direct Offset
Dual Definition of Disability	
Own Occupation/Earnings Test	36 Months/80% Indexed
Pre-Existing Limitation:	
At Issue:	3/312 with Transfer Treatment
New Entrants:	3/3/12

ARTICLE XIII

UNIFORMS

SECTION 1. Protective Gear.

The City shall provide an attritional upgrade to all fire fighting protective gear which is required to be used by employees. Protective gear Bunker Coat and Pants, Globe GX-7 Astra Style turn-out gear. Helmets: Deputy Chief, White; Captains, Red. The helmet shall meet all N.F.P.A. and O.S.H.A. requirements.

SECTION 2. Uniforms.

The City shall provide and maintain all uniforms required to be worn by employees. Employees three (3) sets shall be replaced by the City upon turn-in of old uniforms by the employee. Also, the City shall provide and maintain coveralls made of a Nomex material for each employee.

SECTION 3. Boots.

The City shall provide to the full-time employees, the purchase of Ranger FireWalker Boots, or equal, and shall provide for replacement as necessary. The boots are to be worn only on duty and the City may require that old boots be returned upon replacement.

ARTICLE XIV

OTHER RULES AND REGULATIONS

It is recognized that the personnel policies of the City apply to all City Employees, including those in the bargaining unit covered by this Agreement. It is however, understood that to the extent of any conflict between the personnel policies and the provisions of this Agreement, the provisions of this Agreement shall supersede the personnel policies to the extent of the conflict.

The Employer, together with one other representative appointed by him, and two representatives of the bargaining unit, shall meet at a mutually agreed time and place each month during the term of this contract to discuss mutual problems and to foster proper communications between the employees and the employer. These meetings shall be without agenda. Its discussions are private, and neither party is bound by any agreements arrived at said meetings.

ARTICLE XV

NO STRIKE - NO LOCKOUT

SECTION 1. The Union and Employees will not engage in or sanction any strike, picketing, slowdown or other action or failure to perform their duties in which any way interferes with the normal operation of the City.

SECTION 2. The City will not lockout its Employees.

SECTION 3. To adopt Public Act 312 as of July 1, 1985 (as amended) .

ARTICLE XVI

DISCIPLINE

No Employee shall be discharged or disciplined except for cause, and in such event he shall be furnished with a written statement of the charges and reasons for such action.

ARTICLE XVII

GRIEVANCE PROCEDURE

SECTION 1. A grievance is a claim that a specific provision of this Agreement has been violated or applied erroneously, arbitrarily or unfairly.

SECTION 2. The following procedures shall be used in the settlement of grievances:

- Step 1: The aggrieved Employee shall discuss the grievance orally with the Fire Chief within four (4) days (excluding holidays and weekends) after occurrence of the event upon which it is based. Every attempt will be made to settle the grievance at this step.
- Step 2: If no agreement is reached in Step 1, the Employee may within four (4) days (excluding holidays and weekends) thereafter file a grievance in writing with the Fire Chief. Such grievance shall state the nature of the grievance, identify the provision of the Agreement alleged to have been violated, and be signed by the Employee affected. Within four (4) days (excluding holidays and weekends) the Fire Chief shall submit his answer to said grievance in writing to the Employee.
- Step 3: If such answer does not settle the matter, the employee may submit his grievance in writing within four (4) days

after receipt of the Fire Chief's answer to the City Manager or other City Representative designated to handle such matters. The City Manager or his Representative shall within four (4) days (excluding holidays and weekends) of his receipt of such grievance, submit his answer in writing to the Employee and the Union.

SECTION 3. No grievance shall be considered unless filed and processed within the time limits above provided unless such time limits are extended by mutual agreement of the parties.

ARTICLE XVIII

GENERAL

SECTION 1. 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 a Court of competent jurisdiction from whose final judgment 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 2. This Agreement shall be binding on successor and assigns on both parties regardless of changes in management, consolidation, merger, transfer, annexation and location. This Agreement shall be binding upon the successors and assigns of the parties hereto and no provisions, terms or obligation herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any geographic alterations.

SECTION 3. During negotiations, each party had the right to make proposals with respect to all bargainable matters. This Agreement sets forth the full understanding between the parties. During its life, neither will require the other to engage in any further collective bargaining as to any matter whether mentioned herein or not. It is however understood that if either party has a question or complaint as to how this Agreement or the Personnel Policies are

being implemented or applied, a special meeting of representatives of the City and Union may, on ten (10) days written notice, be held to review and discuss the matter.

ARTICLE XIX

SAFETY CLAUSE

SECTION 1. Techniques, strategies and tactics employed, shall comply with standards established by the Michigan Firefighters Training Council, National Fire Protection Association and MIOSHA. In addition, equipment shall be maintained in a safe condition. Training shall be furnished as needed to maintain compliance with current industry standards.

ARTICLE XX

DURATION

SECTION 1. This Agreement shall be effective on July 1, 1998 and remain in force and effect to, and including, June 30, 2001.

SECTION 2. The parties agree that commencing not later than April 1, 2001 at the request of either party, they will undertake negotiations for a new agreement for a succeeding period.


SECTION 3. In the event that negotiations extend beyond the said expiration date of the Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new Contract, subject to termination by either party on ten (10) days written notice.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

WITNESSES:

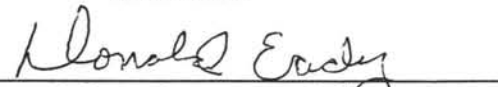
CITY OF BELDING, MICHIGAN
a municipality

By



Vance Ishler, City Manager

LOCAL 2451 OF THE INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS,
also known as,
BELDING FIRE FIGHTERS UNION,
AFL-CIO

By


Donald Eady, President

By


Daryl Childs, Sec. / Treas.