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12/31/96

AGREEMENT BETWEEN  
THE CITY OF MELVINDALE  
AND  
MELVINDALE FIRE FIGHTERS  
LOCAL 1728 OF THE INTERNATIONAL  
ASSOCIATION OF FIRE FIGHTERS  
JANUARY 1, 1994 - DECEMBER 31, 1996

*Melvindale, City of*

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ARTICLE 1

AGREEMENT

This Agreement entered into this 29 day of April, 1996, between the CITY OF MELVINDALE, a Michigan Municipal Corporation (hereinafter referred to as the "Employer" or the "City"), and LOCAL 1728, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, also known as MELVINDALE FIRE FIGHTERS ASSOCIATION (hereinafter referred to as the "Union").

ARTICLE 2

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms with respect to rates of pay, wages, hours of employment, and other conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the City of Melvindale in its capacity as an Employer, its employees, the Union, and the citizens of the City of Melvindale, Michigan.

To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between their respective representatives at all levels and among all employees.

ARTICLE 3

RECOGNITION

The City of Melvindale recognizes the Union as the sole and exclusive bargaining agent to the extent permitted by law for all fire fighters below the rank of Chief. The City agrees to negotiate with the Union on items relating to rates of pay, wages, hours, safety and conditions of employment.

ARTICLE 4

AGENCY SHOP

All employees in the bargaining unit shall (1) either remain or become members of the Union as such is permitted by applicable law, or (2) shall commence to pay to the Union a service fee, as permitted by applicable law, to be used for collective bargaining, contract administration, and grievance adjustment. Said service fee shall not exceed the amount of regular dues and fees assessed members of the Union.

All future employees within the bargaining unit shall either (1) elect to become members of the Union thirty-one (31) days after employment by the Employer, or at some later time, or (2) shall commence to pay to the Union a service fee, as defined above, commencing at the thirty-first (31st) day of employment by the Employer.

The Employer agrees to make monthly collection of Union dues (not including fines or assessments) or the service fee for any employee submitting a signed payroll deduction authorization to the Employer, and to pay over to the Union the total amount thus deducted for all such employees. The Union shall furnish authorization slips.

When Deductions begin: Check-off deductions under all properly executed authorization forms shall become effective at the time the application is tendered to the employer and shall be deducted from the employee's first pay thereafter and from the first pay of each month thereafter. Deductions for any calendar month shall be remitted to the designated financial officer of the Union as soon as possible after the deduction, with a list of employees from whom dues have been deducted.

Termination of Check-off: An employee shall cease to be subject to Check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. Any employee may voluntarily cancel or revoke his authorization upon written notice to the Employer and the Union within the fifteen (15) day period immediately prior to the expiration date of the Agreement.

Employees who fail to comply with the requirements of this Article within thirty (30) days of receipt of written notice from the Union of delinquency shall be suspended by the Employer until the earliest of (a) the employee complies with the requirements of this Article, or (b) the passage of ten (10) days of suspension. If the employee has still not complied after such ten (10) days, he shall be discharged.

Limit of Employer's Liability: The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

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

## ARTICLE 5

### UNION ACTIVITIES

#### GENERAL

A. Employees shall have the right to join the Union, to engage in lawful concerted activities for the purpose of collective negotiations or bargaining or other mutual aid and protection, to express or communicate any view, grievance, complaint or opinion related to the conditions or compensation of public employment or their betterment, all free from any and all restraint, interference, coercion, discrimination or reprisal. Nothing contained herein shall be construed or interpreted to permit or condone speech or conduct which is defamatory.

RELEASED TIME

B. A maximum of two (2) representatives of the Union shall be afforded reasonable time during working hours without loss of pay to fulfill Union responsibilities, including negotiations with the City, processing of grievances, and administration and enforcement of this Agreement; and a maximum of two (2) representatives of the Union to attend district and state meetings.

BULLETIN BOARDS

C. The Union shall be provided a suitable bulletin board for the posting of official Union notices, and other materials with the prior approval of the Fire Chief.

MEETINGS

D. The Union may schedule meetings at the Fire Station, as long as such meetings are not disruptive of the duties of the employees or the efficient operation of the Department. All employees may attend.

ARTICLE 6

OTHER AGREEMENTS

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

ARTICLE 7

WAGES

SALARY SCHEDULE

(a). The following wage schedules shall apply to those employees on the payroll as of the date of approval of this Agreement by the City Council.

Effective (with the first full pay period in calendar year 1994): 4½ %

	<u>Salary</u>
Captain	\$42,812.77
Lieutenant	\$40,352.00
Sergeant	\$39,108.33
Fire Fighter (after 2 years of service)	\$36,303.57
Fire Fighter (2nd year)	\$31,725.94
Fire Fighter (1st year)	\$27,201.21

Effective (with the first full pay period in calendar year 1995): 2%

Captain	\$43,669.03
Lieutenant	\$41,159.04
Sergeant	\$39,890.50
Fire Fighter (after 2 years of service)	\$37,029.64
Fire Fighter (2nd year)	\$32,360.46
Fire Fighter (1st year)	\$27,745.23

Effective (with the first full pay period in calendar year 1996): 2%

Captain	\$44,542.41
Lieutenant	\$41,982.22
Sergeant	\$40,688.31
Fire Fighter (after 2 years of service)	\$37,770.23
Fire Fighter (2nd year)	\$33,007.67
Fire Fighter (1st year)	\$28,300.14

(b). A fire fighter working in a higher classification after a minimum of two hours shall be paid at the rate of the higher classification for all hours worked in the higher rank while on that shift. This shall be limited to one Employee per shift. Voluntary trading of days between Employees shall not entitle an Employee to out-of-classification pay or EMT pay.

LONGEVITY PAY

B. Commencing on the first anniversary date of employment, each employee shall be paid the sum of Twenty (\$20.00) Dollars a year for each year's service with the City. Beginning with the 11th year of service, Twenty-Five (\$25.00) Dollars per year of service will be paid. Beginning the 21st year of service, Thirty-Five (\$35.00) Dollars per year of service will be paid. Payments will be made on the anniversary date or on the first work day after the anniversary date and there shall be a maximum of One Thousand (\$1,000.00) Dollars per employee in longevity pay.

Employees on personal leave of absence for more than three (3) months in an anniversary year shall not receive longevity pay for that year.

OVERTIME PAY

C. (a) RATE OF PAY - Time and one-half the employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours. The hourly rate of pay is the annual basis of pay divided by 2,621 hours. If an employee is held over from a regular shift, overtime pay shall be computed and paid as follows:

0 - 14 minutes - no pay

- 15 - 29 minutes - 1/2 hour pay
- 30 - 44 minutes - 3/4 hour pay
- 45 - 60 minutes - 1 hour pay

(b) DAILY - All work performed in excess of an employee's normally scheduled shift.

(c) CALL IN TIME - Any employee called in to assist on normal scheduled off day shall be paid a minimum of two (2) hours pay at time and one-half, except that an employee called in to work for a fire emergency shall be paid a minimum of four (4) hours pay at time and one-half.

(d) OVERTIME - Shall be divided as equally as possible between employees of the department according to the overtime list; provided, however, that an employee on sick leave shall be placed at the bottom of the overtime call-in list for the department until he shall have first worked his normal shift unless his sick leave is due to a duty-connected injury.

### COMPENSATORY TIME

D. A compensatory time bank in accordance with the Fair Labor Standards Act of not more than ninety-six (96) hours is to be established for overtime. Compensatory time is to be taken so that overtime will not be created. The ninety-six (96) hours are to be taken in a calendar year, and those which are not used shall be paid off in the last pay period of the year. Effective January 1, 1994, an employee may, at his option notify the Chief at least one(1) week prior to the end of the last pay period of the year of his election to carry over into the following calendar year not more than twenty-four (24) hours that may accrue during the current calendar year.

## ARTICLE 8

### HOURS OF EMPLOYMENT

Starting time is 7:00 a.m. and there will be a two platoon system. One work day shall consist of one 24 hour shift. The work week shall consist of 50.4 hours average per week on an annual basis and the hourly rate shall be calculated on the basis of 2,621 annual hours.

An employee who reports to work late shall be docked as follows:

0 - 14 minutes late:	not docked
15 - 29 minutes late:	docked 1/2 hour
30 - 44 minutes late:	docked 3/4 hour
45 - 60 minutes late:	docked 1 hour

### TRADING DAYS

A. Subject to manpower requirements, employees with the prior approval of the Chief or, if he cannot be reached, with the prior approval of his designated representative, shall be permitted to voluntarily trade work days or leave days. Voluntary trading of days shall not entitle the employee to



overtime pay, out-of-class pay, or EMT pay. The Chief shall be given twenty-four (24) hours notice for trading of days, except in case of emergency.

ARTICLE 9

HOLIDAYS & HOLIDAY PAY

The days enumerated below shall be recognized and observed as paid holidays and the employees shall receive holiday pay in a lump sum as near as possible to the first pay in November. The amount received as holiday pay shall be 4.6% of yearly base salary. All members shall receive twelve (12) paid holidays.

Those employees who work on a holiday will be compensated double time for all hours worked during said holiday, in addition to the lump-sum payment.

Following are the recognized and paid holidays:

<u>HOLIDAY</u>	<u>DATE OF OCCURRENCE</u>
New Year's Day	Date of Occurrence
Washington's Birthday	Nationally Observed Date (also known as President's Day)
Good Friday	Date of Occurrence
Easter Sunday	Date of Occurrence
Memorial Day	Nationally Observed Date
Independence Day	Date of Occurrence
Labor Day	Date of Occurrence
Columbus Day	Date of Occurrence
Veteran's Day	Date of Occurrence
Thanksgiving Day	Date of Occurrence
Christmas Eve	Date of Occurrence
Christmas Day	Date of Occurrence

ARTICLE 10

VACATIONS

A. ELIGIBILITY & AMOUNT

1. Each employee shall receive the following vacation:

Regular Vacation Days

After 1 year of service:	3 working days
After 2 years of service:	5 working days
After 3 years of service:	7 working days
After 4 years of service:	10 working days

### Extra Vacation Days

After 10 years of service:	11 working days
After 15 years of service:	12 working days
After 20 years of service:	12 1/2 working days
After 21 years of service:	13 working days
After 22 years of service:	13 1/2 working days
After 23 years of service:	14 working days
After 24 years of service:	14 1/2 working days

2. All regular vacation days for employees after three and after four years of service, supra, shall be taken in accordance with the following schedule on a seniority basis:

- (a) Summer vacation 60% (to nearest day)
- (b) Winter vacation 40% (to nearest day)

#### B. DATES OF SUMMER AND WINTER VACATIONS

Summer vacation:	May 1 to September 30
Winter vacation:	January 1 to April 30 October 1 to December 31

1. The summer vacation schedule must be selected and completed by the employees by March 1, of each year. The Fire Chief shall review and post said summer schedule by March 15th.

2. The winter vacation schedule, January 1 to April 30th, must be selected and completed by the employees by November 15th of each year for the forthcoming year. The Fire Chief shall review and post said winter vacation schedule by December 1st. Winter vacation schedule of October 1 to December 31st must be selected and completed by the employees by August 15th of each year for the forthcoming winter vacation. The Fire Chief shall review and post said winter vacation schedule by September 1st. Once posted by the Fire Chief, any change in vacation schedules, summer or winter, can be made only upon application to and with the approval of the Fire Chief and said request may be granted in the discretion of the Fire Chief in the order the requests are made.

3. All vacation schedules shall be posted by the Fire Chief six (6) weeks prior to the date required for completion. Once posted, vacations shall be picked by seniority. Once the schedule is posted, each man according to seniority, shall pick his vacation by the end of his 2nd scheduled workday. In the event someone fails to make a pick, prior to the end of his 2nd scheduled workday, the next senior member will be eligible to make their pick.

4. All vacations due an employee shall be taken during the calendar year that he is entitled to take vacation days. Vacation days may be broken up into a minimum of one (1) day until all vacations are picked. Those employees eligible for one-half (1/2) day of extra vacation may take said one-half (1/2) day in a one-half (1/2) day segment.

C. VACATION DAY RESTRICTIONS

1. Extra vacation days shall be selected after all regular choices have been made and shall not conflict with regularly scheduled vacation days.
2. Summer and winter vacations may be joined with the permission of the Chief if not detrimental to the running or manning of the Department.
3. No call in to work while on vacation except in emergency.
4. At the option of the employee, the Fire Chief may assign said employee to duties during his vacation period; said employee shall be paid at the regular straight time hourly rate in addition to the employee's vacation pay.

ARTICLE 11

SENIORITY

- A. Seniority of members of the bargaining unit shall be governed by the posted seniority list.

LAYOFF

- B. The term layoff means reduction in the working force. The order of layoff and the recall, if any, of laid off employees, shall be governed by Charter provisions.

LEAVES OF ABSENCE

- C. Leaves of absence shall be governed by Charter provisions.

ARTICLE 12

SICK LEAVE

(a) Sick leave day for the purpose of this Article shall mean a twenty-four (24) hour duty day. If the employee's condition improves, the employee may return to work after four (4), eight (8) or twelve (12) hours of sick leave within the twenty-four (24) hour period by giving employer one (1) hour notice.

(b) Employees will accumulate sick time at the rate of 20 hours per month with a limitation of forty-five (45) accumulated twenty-four (24) hour days.

(c) Said payment may be made in a lump sum or said employee may credit said accumulation to early retirement at the option of the employee. If the early retirement options exercised, all fringe benefits shall be prorated as of the date the employee leaves active service with the following exceptions: Holiday Pay and Longevity Pay shall continue to the effective date of

retirement. Hospitalization and Group Life Insurance shall continue to the effective date of retirement.

(d) Employer will buy down the un-used sick days from the prior 75.75 twenty-four (24) hour days down to forty-five (45) twenty-four (24) hour days at the rate of 6.75 days at the end of 1993, six (6) days at the end of 1994, six (6) days at the end of 1995, six (6) days at the end of 1996, and six (6) days at the end of 1997. Any employee who currently has more than one hundred sixty (160) sick days shall have an extra sick bank to use in the event of illness or injury.

(e) Employees who use two (2) or less twenty-four (24) hour sick days per calendar year will receive an additional three (3) twenty-four (24) hour days sick leave credited to their accumulated days, to a maximum of forty-five (45) twenty-four (24) hour sick leave days. An employee's accumulated sick days in excess of the forty-five (45) day maximum will be paid annually, in the first pay period of the calendar year, at the rate of which they were earned (i.e. previous year's rate). Employees may use accumulated sick time after the current year's sick time has been exhausted.

(f) A doctor's excuse shall be required for each occurrence of sickness, illness, or injury starting with the fifth occurrence within a calendar year.

### ARTICLE 13

#### BEREAVEMENT LEAVE

(a) If a death occurs among members of an employee's immediate family or household, the employee shall be granted three (3) days leave and shall be paid for any days he was scheduled to work.

(b) The immediate family is defined as spouse, son, daughter, brother, sister, son-in-law, daughter-in-law or the father or mother of either employee or spouse. Additional leave with pay may be granted in special cases subject to the prior approval of Chief or, if he is unavailable, then from his designate.

(c) If a death occurs among relatives of an employee, the employee may be granted one (1) day leave with pay.

(d) Relatives are defined as grandson, granddaughter, grandmother, grandfather, brother-in-law and sister-in-law.

(e) Employees who serve as pallbearers at a funeral of a fellow or former employee will be paid during the time they must be off the job, provided, however, the minimum shift must be maintained by employees on that shift.

(f) Eight (8) hours a calendar year may be taken to attend the funeral of a person not defined above.

ARTICLE 14

WORKERS' COMPENSATION SUPPLEMENT

DUTY CONNECTED ILLNESS OR DISABILITY

When an employee is injured or otherwise disabled under circumstances that entitle said employee to receive Workers' Compensation benefits from the City, the City agrees to supplement the base pay of said employee for the entire period of disability or until the employee is placed on the permanent disability list under the pension plan. Such benefits that are not solely related to the employee's presence on the job shall also be paid.

ARTICLE 15

INSURANCE

A. The City agrees to provide or pay for medical benefits as provided in the Summary Plan Description Plan 501, dated January 1, 1996.

B. The City agrees to provide or pay for a Prescription Drug Plan as provided in the Summary Plan Description Plan 501 dated January 1, 1996.

The City reserves the right to change insurance carriers so long as substantially equivalent coverage is maintained, and as long as the Union has had at least thirty (30) days to review the proposed changes.

C. Employees who retire after January 1, 1974 shall continue in the group with coverage for himself and his spouse paid by the City, provided such retiree and spouse is not furnished other hospital-medical insurance through another employer or source.

D. Group life insurance in the face amount of Fifty Thousand (\$50,000.00) Dollars, with double indemnity, accidental death, dismemberment, and loss of sight provisions, shall be obtained and maintained in force for each employee.

E. Life insurance, in the face amount of Ten Thousand (\$10,000.00) Dollars, shall be obtained and maintained in force for each employee who retires.

F. The City agrees to furnish by insurance, or as a self-insured, sickness and accident benefits in the amount of Two Hundred Fifty (\$250.00) per week for a maximum of twenty-six (26) weeks, commencing on the 49th day after the occurrence. This payment is not in addition to sick days, but an employee may, at his option during the twenty-six (26) week period, utilize partial accumulated sick days to bring his gross income up to any amount to his daily base pay.

G. An employee may, at his option, withdraw from the group insurance plan provided by the City. Any employee who voluntarily elects to withdraw from the group insurance plan will receive a payment of One Hundred (\$100.00) Dollars per month paid quarterly by the City in lieu

of said group insurance benefits. The voluntary election by said employee to withdraw from the group insurance plan shall be made between December 1st and December 20th of the year preceding any such withdrawal. Once the employee has made such election, the election to withdraw from the group insurance plan shall be irrevocable for a twelve (12) month period beginning January 1st following the election. Employees who seek to revoke such election for the subsequent year and return to the group insurance benefits provided by the City must notify the City in writing between December 1st and December 20th of the year preceding the intention to return to said group insurance benefits. Any such return to group insurance benefits provided by the City shall be effective January 1st immediately following the election to return to the City's group. As used in this Section, the term "group insurance" includes health, optical and prescription drug rider insurance but excludes life insurance.

H. It is agreed between the parties that the City may offer as optional health insurance coverage a preferred provider option (PPO), or a health maintenance organization (HMO). If offered, employees may elect to use these optional insurance programs on a voluntary basis. It is understood between the parties that the City is not required to offer these optional coverages, but may do so if it deems said programs to be cost effective.

## ARTICLE 16

### UNIFORM ALLOWANCE

The annual clothing allowance for each employee shall be Five Hundred (\$500.00) Dollars, payable on the employee's anniversary date.

All employees are to have a complete uniform, both working and dress as specified by the Fire Chief and Safety Commission. The Chief shall be able to call for inspection of complete uniforms not more than once a year, except that the Chief shall have the authority to inspect uniforms upon the promotion of members of the bargaining unit.

The City agrees to pay for the replacement of rubber goods damaged or destroyed in the course of duty excepting damage caused by an employee's own action, such as a cigarette burn, etc. Rubber goods to mean coats and boots only.

The City further agrees to pay for any extraordinary clothing required by the City directive, such as riot clothing, etc.

## ARTICLE 17

### SCHOOLING

A. The City shall pay the full tuition and costs of parking, transportation or mileage of \$.10 per mile to an employee using his own car, meals of Three (\$3.00) Dollars or other reimbursements as determined by the Chief for any education in fire work or fire administration or related subjects or topics deemed compulsory by the City and State of Michigan. The employee shall be paid his regular hourly rate while in attendance.



B. All new employees shall receive training at any 240 hour fire fighter school that is available within 25 miles of the City, or of less hours if a 240 hour school is not available, prior to completion of the probationary period. All new employees must become certified as a basic EMT by the Michigan Department of Public Health prior to completion of the probationary period. An employee shall not be deemed to have completed his probationary period until having satisfactorily complied with the foregoing. An employee shall not be unreasonably delayed from attending EMT school.

Any employee called in to maintain a minimum shift while any employee is attending a training school shall be paid at a rate of time and one-half.

C. The Chief shall have at least two (2) members, selected by the Chief, go to a qualified training school at least once a year. Schooling shall be scheduled so that the minimum shift shall be maintained except in an emergency.

D. Employees attending school shall be entitled to travelling time to and from school.

E. All new employees, hired after January 1, 1989 who receive schooling or training at the City's expense, and who separate from the Fire Department within three (3) years shall reimburse the City for the cost of the schooling or training on a pro-rata basis.

F. The City shall pay the cost of tuition for courses related to a fire science degree at an accredited or recognized college or institution in the following amounts: with a grade of an A, 100% of tuition paid; with a grade of B, 75% of tuition paid; with a grade of C, 50% of tuition paid. Any course of class required in a fire science degree curriculum shall be considered as a related course and eligible for the payments as specified above.

## ARTICLE 18

### PERSONAL DAYS

Three (3) personal days shall be granted each year, non-accumulative. Personal days shall be granted if sufficient manpower is scheduled.

Personal days may be requested at any time, but will not be approved more than seven (7) days prior to the day that is requested. Personal days shall be granted according to the approved posted schedule.

Personal days requested shall be posted on the bulletin board and shall be granted unless they conflict with a scheduled vacation day. Personal days for the forthcoming year can be chosen in December of the previous year.

Personal days of 12 hours may be taken at a time and called 1/2 days.

Only one man to be granted a personal day on the four (4) man regular scheduled shift and overtime shall be paid another employee in accordance with the overtime list.

Where conflicting with the schedule, an employee with the approval of the Chief may extend his

personal leave days through January of the following year. An employee may be granted a personal leave day in an emergency even though all his personal leave days have been used. In such event, any days granted shall be deducted first from extra vacation days, then from regular vacation days.

## ARTICLE 19

### FOOD ALLOWANCE

Each employee will be reimbursed the sum equal to two percent (2%) of an after two (2) year fire fighters base wage, payable on the first pay period in November.

## ARTICLE 20

### PROBATIONARY EMPLOYEES

A probationary Fire Fighter shall be represented by the Union and subject to all benefits, obligations and rights of Union membership including the right to resort to the grievance procedure of Article 21 during the probationary period, provided, however, that the City shall retain the exclusive right to certify that the probationary period has been satisfactorily completed, which certification shall not be subject to the grievance procedure.

When a new employee is hired in the bargaining unit, he/she will be considered a probationary employee for the first twelve months of his/her continuous, regular, full time employment.

## ARTICLE 21

### GRIEVANCE PROCEDURE

A. The informal resolution of differences or grievances is urged and encouraged to be resolved at the lowest possible level of supervision.

B. Every employee covered by this Agreement shall have the right to present grievances in accordance with the following procedure:

Step 1. If an employee feels he has a grievance, he shall report same to the Union President, or his steward, for presentation.

Step 2. The Union President or steward shall file the grievance in writing within seven (7) days after the event giving rise to the grievance with the Chief. A meeting between the Chief, the President of the Union, and the employee shall be held to discuss the grievance within ten (10) days of the filing of the grievance. The Chief shall respond to the grievance within seven (7) days of the meeting.

Step 3. If the grievance is not resolved at the meeting as set forth in Step 2, it shall be submitted by the Union to the Commission of Public Safety within fifteen (15) days of the response of



the Chief. The Commission of Public Safety shall consider the matter at its next meeting. A written determination shall issue from the Commission of Public Safety within ten (10) days of said meeting.

Grievances affecting a number of employees may be treated as a policy grievance and entered directly at the second step of the grievance procedure. All employees shall have the right to be represented by the President or a steward at all disciplinary conferences or procedures except that the City has the right to take disciplinary action immediately in emergency situations.

Notification within a reasonable time shall be given to the Union of any disciplinary action taken against any employee which results in official entries being added to his personnel file.

### ARBITRATION

A. Any unresolved grievances, having been processed through the last step of the Grievance Procedure, may be submitted to arbitration by the Union in accordance with the following:

Arbitration shall be invoked by written notice to the Chief by the Union of intention to arbitrate within ten (10) days of the receipt of the written determination of the Commission of Public Safety. Should the parties be unable to mutually select an arbitrator within ten (10) days of such written notice, the Union shall within ten (10) days refer the matter for resolution to the American Arbitration Association pursuant to its then-obtaining Voluntary Labor Arbitration Rules.

B. 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 alleging 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. If any award of an arbitrator requires the approval of any governmental agency, the said award shall be subject to such approval.
5. 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.
6. 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.

### GENERAL GRIEVANCE PROVISIONS

A. The City shall not be required to pay back wages more than ten (10) working days prior to the date written grievance is filed.

B. 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 preceding disposition.

C. If a grievance has been reduced to 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 by the said Union.

## ARTICLE 22

### DISCIPLINE

A. Reprimands issued by the Employer shall be removed from the employee's file after the expiration of two (2) years from the date of issuance. If the employee receives yet another reprimand for a similar offense within the two (2) year period of the first reprimand, the first reprimand will still be removed at the end of the original two (2) year period, but the City shall be permitted to note on the second reprimand that it was issued for a second offense. The second reprimand with the note concerning the second offense shall be removed at the expiration of two (2) years from the date of issuance.

B. Whenever an employee receives more than a reprimand, such as a suspension, all references relating to that matter shall be removed from the employee's file four (4) years after the original action was taken. If the employee receives yet another suspension for a similar offense within the four (4) year period of the first suspension, the first suspension will still be removed at the end of the original four (4) year period, but the City shall be permitted to note on the second suspension that it was issued for a second offense. The second suspension with the note concerning the second offense shall be removed at the expiration of four (4) years from the date of issuance.

## ARTICLE 23

### SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Local President and the Employer or its designated representative upon the request of either party. Such meetings shall be between no more than two (2) representatives of the employer and no more than two (2) representatives of the Union. Arrangements for such Special Conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in Special Conference shall be confined to those included in the agenda. The employees represented by the Union shall not lose time or pay for time spent in such Special Conferences.

## ARTICLE 24

### MAINTENANCE OF CONDITION

A. All classifications and positions in effect at the time of the execution of this Agreement shall be maintained during the life of this Agreement unless mutually agreed by the City and the Union.

B. The City will 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 except as otherwise provided in this Agreement.

C. A copy of this Agreement shall be distributed by the City to all employees.

## ARTICLE 25

### GENERAL CONDITIONS

This Agreement shall supersede any rules and regulations governing the Department of Fire where such rules and regulations are inconsistent with terms of this Agreement. All provisions of the City Charter, Ordinances, and resolutions of the City Council, as amended from time-to-time, unless otherwise addressed in this Agreement, which relate to working conditions and compensation of employees in the unit are incorporated herein by reference and made a part hereof to the same extent as if they were specifically set forth.

All employees shall give a current phone number and address that the employee can be called in case of any emergency, regardless of how many numbers or addresses it may be.

Emergency to be a call-in at a fire or disaster in the City, or major disaster in the area of Melvindale.

An employee must report to work when called in an emergency, unless he is sick. If sick, he must present a suitable doctor's excuse of said illness.

## ARTICLE 26

### MINIMUM SHIFT

It is agreed that each shift will be manned by a minimum of four (4) employees.

## ARTICLE 27

### PROMOTIONS

A. The parties have agreed to modify the promotion system to provide as follows:

1. Promotion to the rank of Sergeant shall be based upon seniority and qualification; to wit: satisfactory completion of the entire Fire Officer I course curriculum as approved by the Fire Fighters Training Council.

2. Promotion to the rank of Lieutenant shall be based upon seniority and qualification; to wit: satisfactory completion of the entire Fire Officer I and II course curriculum as approved by the Fire Fighters Training Council.

3. Promotion to the rank of Captain shall be based upon seniority and qualification; to wit: satisfactory completion of the entire Fire Officer I, II and III course curriculum as approved by the Fire Fighters Training Council.

B. Prior to January 1, 1997, promotions will be based upon the foregoing requirements unless no employee meets these requirements, in which case the promotion will be based upon seniority and shall be probationary with the requirement that the employee satisfy the promotion requirements set forth in A. above within one (1) year following the date of promotion.

C. After December 31, 1996, all promotions shall be based upon the requirements set forth in A. above. Fire officer classes will be made available to all employees, and paid for by the City if passing grades are achieved. This Article shall not be reopened until January 1, 2000. As of January 1, 1995, City agrees to pay classes offered at Fire Station. If the City provides the class on-site, the employee must take it on-site unless approved by the Chief.

## ARTICLE 28

### MUTUAL AID AGREEMENT

It is agreed that the City has the right to enter into aid pacts or agreements with other communities, but that the City shall not use such a mutual agreement to furnish manpower to another community in what would amount to a strike breaking situation in the other community, provided, however, an actual emergency must be handled by the Department.

A strike breaking situation shall be defined to mean that collective bargaining efforts and negotiations have been discontinued or terminated.

## ARTICLE 29

### PENSION AND RETIREMENT

A. It is the intention of the parties to transfer all members of this unit from the current pension plan contained in the system known as City of Melvindale Fire and Police Pension Plan II as defined in the City Charter, as amended, to the Michigan Municipal Employees Retirement System (MERS) as soon as can be practically implemented by the City and by the State of Michigan. Until such transfer to the MERS system is effected, the provisions of Pension Plan II as set forth in the previous Collective Bargaining Agreement, Appendix A, shall be in effect.

B. Effective upon transfer to the MERS system, the members of this unit shall be provided with the MERS system benefit level B-2. Effective upon the transfer of the members of this unit to the MERS pension system, the City agrees to provide a duty disability pension supplement to the B-2 benefit level for any duty pension up to a maximum of fifty (50%) percent of the employee's earnings in effect at the time of the duty disability retirement. Said earnings are defined as base pay, longevity, and holiday pay for the purpose of computing the City portion of the duty disability pension supplement. It is understood that this supplement shall be in addition to the benefit level received by the affected duty disability retiree under the MERS system and shall not exceed fifty (50%) percent of the employee's FAC under the MERS system in effect at the time of the duty disability retirement. It is further understood that this supplement shall be in effect until 12/31/2002 at which time the City shall no longer be required to provide said supplement and said supplement shall cease. Effective January 1, 1995, members of this unit shall be provided with the MERS pension system with the following benefits and optional riders: benefit level B-4, riders F50/25, FAC-3 and RS-50.

C. It is further understood by and between the parties that it is the intention of both the City and the Union to transfer both the City's contributions and the members' contributions from the current pension plan, Pension Plan II as defined in the City Charter Article 34 as amended, to the MERS system as soon as practicable. It is the intention of the parties that the individual members of this unit shall receive the same service credit in the MERS system as they have received in the City' Pension Plan II. It is further understood that upon the effectuation of the transfer of the members of this unit to the MERS system, the members of this unit shall have no further claim to any benefits under the City Pension Plan II and there shall be no retroactive claim for any benefits under the City Pension Plan II, any such claims being expressly waived.

D. It is expressly understood and agreed by and between the parties that the contributions of the members of this unit to Pension Plan II shall be credited to the members' individual accounts in the MERS system effective upon transfer. It is further agreed that all members' contributions paid by the City as of 1/1/90 will be credited to the members' individual accounts in the MERS system. All funds paid by the City into Pension II shall be transferred. Both parties shall work diligently to solve the administrative issues relative to the segregated accounting required therein. In any event, the employees are responsible for any taxes due on the portion attributed to the contribution made on their behalf by the City.

#### ARTICLE 30.

##### DURATION

A. This Agreement shall be effective the first day of January, 1994, and shall remain in force and effect to and including December 31, 1996.

B. This Agreement shall be reopened if the City negotiates a consolidation or merger of fire services or enters into a Fire Authority with one or more municipalities.

C. The parties agree that commencing not later than September 1 of the year of expiration of this Agreement, they will commence negotiations immediately for a new agreement for a succeeding period.

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

### ARTICLE 31

#### STRIKE PROHIBITION

Neither the Union nor those it represents shall engage in, or sanction, a work stoppage, slowdown, strike action, or other interference with the Department during the life of this Agreement.

### ARTICLE 32

#### MANAGEMENT RIGHTS

A. The City hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Charter of the City of Melvindale and by the laws and Constitution of the State of Michigan and/or the United States.

B. The Mayor, Council, Commission of Public Safety and the Fire Chief reserve and retain full rights, authority and discretion in the proper discharge of their duties and responsibilities, to control, supervise and manage the Melvindale Fire Department and its members, to determine and administer policy, to operate the Department and to direct its members.

The foregoing includes, but is not limited to, the right to direct the working forces and the right to hire, assign, suspend, discipline, transfer, discharge for proper cause, reinstate, the right to relieve employees from duty because of lack of work or other proper reasons, the right to schedule hours or require overtime work, and the right to establish reasonable rules pertaining to operations of the department.

### ARTICLE 33

#### EMT PAY

All employees must maintain EMT licensing at all times. Employees who maintain EMT licensing without interruption shall be entitled to EMT pay equal to one (1%) percent of the annual base pay of a two (2) year fire fighter, payable on the first pay period in November, effective January 1, 1995.



ARTICLE 34

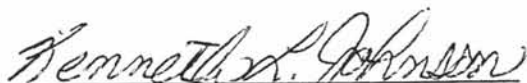
RESIDENCY

All employees hired after July 1, 1994 shall have a maximum of eighteen (18) months to attain residency and then must be a resident for at least ten (10) years from the date they attain residency. After a minimum of ten (10) years' residency, all employees shall be permitted to reside wherever they choose within a sixty (60) mile radius of the City of Melvindale.

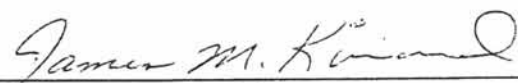
All current employees must live within a twenty (20) mile radius until they have ten (10) years seniority.

IN WITNESS WHEREOF, the parties have executed this Agreement by their authorized representatives the day and year below written.

LOCAL 1728 OF THE INTERNATIONAL  
ASSOCIATION OF FIRE FIGHTERS,  
ALSO KNOWN AS MELVINDALE FIRE  
FIGHTERS ASSOCIATION, AFL-CIO

  
KENNETH L. JOHNSON,  
President  
Local 1728 IAFF, AFL-CIO

CITY OF MELVINDALE, MICHIGAN,  
a Municipal Corporation

  
JAMES KINARD, Mayor

  
ALICE M. WHITAKER, City Clerk

Dated: April 29, 1996