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6/30/2002

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF MARYSVILLE

AND

MARYSVILLE FIRE FIGHTERS
LOCAL 1635

INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS

JULY 1, 1998 to JUNE 30, 2002

Marysville, City of

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT entered into October 19, 1999, effective July 1, 1998 between the City of Marysville, Michigan, a Municipal Corporation, hereinafter called the City, and the Marysville Fire Fighters, Local 1635 of the International Association of Fire Fighters, hereinafter called the Union.

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

ARTICLE I

PURPOSE, DEFINITIONS, MANAGEMENT RIGHTS, MAINTENANCE OF CONDITIONS, STRIKE PROHIBITION

SECTION 1. PURPOSE

The parties hereto have entered into this agreement pursuant to the authority of Act 379 of the Public Acts of 1965, as amended, to incorporate understandings previously reached and other matters into a formal agreement, to promote harmonious relations between the City and the Union, in the best interests of the community, to improve the public fire department 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 Marysville, Michigan.

"EMPLOYEE" shall mean full-time paid member of the Fire Department with the exception of the Chief and Civilian employees.

"FIRE FIGHTING DIVISION" means those employees whose primary duties are fire suppression and emergency medical service and are assigned to a 24-hour duty day.

"FIRE PREVENTION DIVISION" means those employees whose primary duties are fire prevention and are assigned to an 8-hour duty day.

"UNION" shall include the officers or representatives of the Union. Whenever the singular form is used, it shall include the plural.

SECTION 3. MANAGEMENT RIGHTS

The City shall manage the department and direct the working forces. The management of the department includes, among others, the right to assign work to Employees, to plan, direct and control department operations, to hire, promote, demote, suspend or discharge for proper cause and the right to layoff and relieve Employees from duty because of lack of work or for any other legitimate reason, and the right to introduce new or improved methods or facilities, or to change existing methods or facilities. The City shall have the right to make and enforce rules and regulations not inconsistent with the provisions of this Agreement. The choice, control and direction of the supervisory staff are vested exclusively in the City. These rights will not be used for the purpose of discrimination against any Employees because of Union activity and, further, that said powers and rights shall be exercised in accordance with the provisions of this Agreement.

SECTION 4. MAINTENANCE OF CONDITIONS

- A. Wages, hours and conditions of employment effective as a result of the execution of this Agreement shall be maintained during the term of this Agreement.
- B. Fire Department rules and regulations that do not affect the wages, hours or conditions of employment shall be the prerogative of management.
- C. This Agreement shall supersede any ordinances or resolutions of the City of Marysville inconsistent herewith.

SECTION 5. STRIKE PROHIBITION

The Union and its members agree to abide by all the laws of the State of Michigan applicable to the rights of Municipal Employees to take strike action.

ARTICLE II

SCOPE OF AGREEMENT

SECTION 1. SCOPE OF AGREEMENT

The City and the Union agree that the contents of this Agreement shall be a full and complete coverage and statement of the conditions of employment for those Employees covered by this Agreement and the conditions of employment may be improved upon as herein prescribed. This Agreement shall be applicable to all Employees of the Fire Department of the City except the Chief and Civilian employees.

ARTICLE III

RECOGNITION, UNION SECURITY, UNION DUES, RELEASED TIME, BULLETIN BOARDS, MEETINGS

SECTION 1. RECOGNITION

A. The City recognizes the Union as the sole and exclusive bargaining representative of the Employees of the Fire Department except the Chief and Civilian employees.

B. The Union is required under the Agreement to represent the Employees of the bargaining unit fairly and equally without regard to whether or not an Employee is a member of the Union. The terms of this Agreement have been made for all Employees in the bargaining unit and not for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the Employees in the bargaining unit.

SECTION 2. UNION SECURITY

A. Employees and their Union representatives shall have the right to join the Union, to engage in lawful concerted activities for the purposes of collective negotiation or bargaining, 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.

B. All Employees covered by this Agreement at the time this Agreement is ratified or who may be hired after the initial date of this Agreement, must, upon completion of thirty (30) calendar days of employment, become members of the Union or pay to the Union a service fee equal to Union dues as a contribution towards his representation by the Union.

C. Probationary Employees shall be subject to discipline and discharge (except for union activities with prior authorization) without representation by the union or benefit of the grievance procedure for one (1) year from date of hire. Probationary employees shall be entitled to representation for purposes of collective bargaining regarding wages, hours of employment and conditions of employment.

D. Fire and Emergency Medical service will not be purchased from any other agency during the life of this Agreement.

SECTION 3. UNION DUES

A. Employees shall tender the initiation fee and monthly membership dues or service fee by signing the Authorization for Check-Off of Dues form or Authorization for Payment of Services Fees form. Additions or deletions in Union membership or changes in dues or service fee rates will be certified to the Employer by the Union at least one (1) month in advance of the effective date of change where possible.

B. In accordance with the terms of the Authorization for Check-Off of Dues form or Authorization for Payment of Service Fees hereinafter set forth, the Employer agrees to deduct Union membership dues or service fees levied in accordance with the Constitution and By-Laws of the Union from the pay of each Employee who executes or has executed the Authorization for Check-Off of Dues or Authorization for Payment of Service Fees form.

C. Deductions for any calendar month should be remitted to the designated financial officer of the Union as soon as possible after the 15th day of the month.

SECTION 4. RELEASED TIME

Officers and other representatives of the Union with authorization of the Chief shall be afforded reasonable time during regular working hours without loss of pay for negotiations with the City, processing of grievances, and administration and enforcement of this Agreement.

SECTION 5. BULLETIN BOARDS

The City shall provide the Union a suitable board for the Union's exclusive use for the posting of Union notices and other Union materials to be determined solely by the Union.

SECTION 6. MEETINGS

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

AUTHORIZATION FOR REPRESENTATION BY THE
MARYSVILLE FIRE FIGHTERS, LOCAL 1635

I hereby request and authorize you to deduct from my earnings Union Membership initiation fee and, once each month, an amount established by the Union as monthly dues. The amount deducted shall be paid to the designated financial officer of the Union.

By _____
(Print) Last Name First Name Middle Name

To _____
Employer Department

Date to Start _____ Signed _____

Deductions _____ Address _____

AUTHORIZATION FOR PAYMENT OF EQUIVALENT UNION DUES
AS SERVICE FEES TO
MARYSVILLE FIRE FIGHTERS, LOCAL 1635

I hereby request and authorize you to deduct from my earnings Union Membership initiation fee and, once each month, an amount established by the Union as monthly dues. The amount deducted shall be paid to the designated financial officer of the Union.

By _____
(Print) Last Name First Name Middle Name

To _____
Employer Department

Date to Start _____ Signed _____

Deductions _____ Address _____

ARTICLE IV

PENSION

SECTION 1. PENSION

A. All Employees shall be entitled to benefits according to the terms of the Police Officer's and Fire Fighter's Retirement System.

B. Effective July 1, 1998, Title 1, Chapter 10 of the Marysville City Code shall be amended in such a manner that the first paragraph of Section 1.338 (Pension Option; Pension Commencement; Standard Form of Payment), Part 2, shall read:

Prior to the effective date of his/her retirement, but not thereafter, a Member of Benefit Group Ad1, Ad2, AC or FF as described in Section 1.320 may elect to receive his/her Pension as a straight life pension payable throughout his/her life, or he/she may elect to receive the actuarial equivalent, at that time, of his/her straight life pension in a reduced pension payable throughout his/her life, and nominate a Beneficiary, in accordance with the provisions of option "A" or "B" as set forth below.

ARTICLE V

EDUCATIONAL TRAINING

SECTION 1. EDUCATIONAL TRAINING

The City agrees to pay the cost of additional education where required by the City including overtime in the event that such courses cannot be scheduled during regular working hours. For courses not required after hiring, if approved by the City, the cost of the course will be paid by the City on a reimbursement basis after Employee successfully completes the course.

ARTICLE VI

WORK SCHEDULE, TRADING OF DAYS

SECTION 1. WORK SCHEDULE

A. Employees assigned to the Fire Fighting Division shall work an average of 56-hours per week in each 28-day cycle, to be worked in duty days that are defined as being 24 consecutive hours in duration.

B. Employees assigned to the Fire Prevention Division shall work a 40-hour per week schedule, in consecutive duty days that are defined as being 8 consecutive hours in duration.

SECTION 2. TRADING OF DAYS

Subject to approval of the Fire Chief and/or Administration, Employees shall be permitted to voluntarily trade work or leave days. The City shall not be held responsible for time owed as a result of time trades.

ARTICLE VII

SALARY SCHEDULE, LONGEVITY, OVERTIME PAY, OFFICER-IN-CHARGE PREMIUM

SECTION 1. SALARY SCHEDULE

The Salary Schedule below shall be in effect for the periods noted. Such Salary Schedule reflects the adjustment of the work hours as set forth in Article VI herein. The base salary for all covered Employees as of July 1, 1998, shall be the following amounts per classification:

Fire Fighter/EMTS:

- A. Effective July 1, 1998, there will be a wage increase of two and eight-tenth (2.8) percent of the base wage for all Employees in this category, as set forth in the salary schedule below.
- B. Effective July 1, 1999, there will be a wage increase of two and one-half (2.5) percent of the base wage for all Employees in this category, as set forth in the salary schedule below.
- C. Effective July 1, 2000, there will be a wage increase of two and one-half (2.5) percent of the base wage for all Employees in this category, as set forth in the salary schedule below.
- D. Effective July 1, 2001, there will be a wage increase of two and one-half (2.5) percent of the base wage for all Employees in this category, as set forth in the salary schedule below.

Effective Date	Start	6 Months	1 Year	2 Year	3 Year
July 1, 1998	\$40,974.09	\$41,555.58	\$42,718.61	\$43,836.90	\$44,999.92
July 1, 1999	\$41,998.44	\$42,594.46	\$43,786.57	\$44,932.82	\$46,124.92
July 1, 2000	\$43,048.40	\$43,659.32	\$44,881.23	\$46,056.14	\$47,278.04
July 1, 2001	\$44,124.61	\$44,750.80	\$46,003.26	\$47,207.54	\$48,459.99

Fire Fighter/Paramedic:

- A. Effective July 1, 1998, all Employees in this category will receive and maintain a wage differential of five (5) percent above a Fire Fighter/EMTS's base wage, as established this date, throughout the duration of this agreement.

Captain/EMTS:

- A. Effective July 1, 1998, all Employees in this category will receive and maintain a wage differential of fourteen and one-half (14½) percent above a Fire Fighter/EMTS's base wage, as established this date, throughout the duration of this agreement.

Captain/Paramedic:

- A. Effective July 1, 1998, all Employees in this category will receive and maintain a wage differential of fourteen and one-half (14½) percent above a Fire Fighter/Paramedic's base wage, as established this date, throughout the duration of this agreement.

Assistant Chief/EMTS:

- A. Effective July 1, 1998, all Employees in this category will receive and maintain a wage differential of twenty-two (22) percent above a Fire Fighter/EMTS's base wage, as established this date, throughout the duration of this agreement.

Assistant Chief/Paramedic:

- A. Effective July 1, 1998, all Employees in this category will receive and maintain a wage differential of twenty-two (22) percent above a Fire Fighter/Paramedic's base wage, as established this date, throughout the duration of this agreement.

SECTION 2. FIRE PREVENTION WAGE ADJUSTMENT

It is agreed that if an employee is assigned to the Fire Prevention Division, that employee's base wage shall be recalculated to include the loss of automatic overtime hours that an employee in the Fire Fighting Division receives.

SECTION 3. LONGEVITY PAY

A. In addition to the salary set forth in Article VII, Section 1, Employees hired before July 1, 1985, shall receive Longevity Pay as follows:

1. 2½% per year applied to the annual base pay being received by the Employee after five (5) years.
2. 3% per year applied to the annual base pay being received by the Employee after ten (10) years.
3. 5% per year applied to the annual base pay being received by the Employee after fifteen (15) years.
4. 7½% per year applied to the annual base pay being received by the Employee after twenty (20) years.

B. Longevity Pay shall be due and payable as of July 1 of each year, which shall be deemed the anniversary date of employment for all Employees, provided that, to be eligible for longevity pay, an Employee shall have served at least five (5) years as of July 1, and it will be paid the first pay period on or after July 1. If an Employee's rate of longevity increases in a fiscal year, he shall be paid the change pro rata when the longevity payment is made as stated herein.

C. There shall be no longevity pay for Employees hired after July 1, 1985.

SECTION 4. OVERTIME PAY

A. Overtime pay shall be paid to Employees for all work in excess of their regularly scheduled workday. Such overtime shall be paid at one and one-half (1½) times the Employee's prevailing hourly rate, which, for purposes of the Agreement, shall be deemed to be the annual salary for such Employees as set forth above divided by the annual regular duty hours.

B. While off duty, if an Employee in the Fire Fighting Division is called in for a fire and/or emergency call, said Employee shall be paid one and one-half (1½) times the Employee's prevailing hourly rate for a minimum of two (2) hours or for actual time worked, whichever is greater. If an Employee in the Fire Fighting Division is called in for the following types of incidents, they shall be paid one and one-half (1½) times the Employee's prevailing hourly rate for a minimum of three (3) hours or for actual time worked, which ever is greater. Such incidents shall include reported structure fires, fire alarms, industrial type fires, vehicle fires, grass or wildland fires, trash fires with exposures or of such a size or type that additional manpower is needed, requests for fire apparatus (mutual aid) to other municipalities or jurisdictions, confined space rescues, and hazardous material responses.

C. While off duty, if an Employee in the Fire Prevention Division is called in for a fire and/or emergency call, said Employee shall be paid one and one-half (1½) times the Employees prevailing hourly rate for a minimum of one (1) hour or for actual time worked, whichever is greater.

D. When an off duty Employee is called in for either a staff meeting, a departmental meeting, or for in-service training, the Employee shall be compensated at the rate set forth in Section 3A of Article VII hereof for the time actually spent at such meeting. If it is mandatory for the Employee to attend such meeting, he/she shall receive a minimum of four (4) hours pay at one and one-half (1½) times the Employee's prevailing hourly rate for his/her attendance.

SECTION 5. OFFICER-IN-CHARGE PREMIUM

A. A Fire Fighter in the Fire Fighting Division, assuming the responsibilities as the head of his/her shift due to the absence of the Fire Fighting Divisions shift officer or the primary Officer-in-Charge as designated below, shall receive premium pay of seven and one-half (7½) percent of his/her base salary for all times actually worked as head of his/her shift.

1. The primary Officer-in-Charge on each shift, as designated by the Chief, will be reevaluated on an annual basis with input from all Officers at the July Officer's meeting. If an Employee with more seniority is passed over for the primary Officer-in-Charge position by an Employee with less seniority, the Employee being passed over will be given a written explanation, by the Chief, for being passed over.

ARTICLE VIII

MILEAGE ALLOWANCE

SECTION 1. MILEAGE ALLOWANCE

In the event an Employee covered by this agreement is required to furnish his/her own transportation to attend schools, classes, seminars, court time, etc., the Employee shall be compensated for mileage at the current rate per mile as established by the City at the time of use.

ARTICLE IX

FOOD ALLOWANCE

SECTION 1. FOOD ALLOWANCE

Each shift of the Fire Fighting Division shall receive a food allowance for each Employee divided into two (2) payments as listed in the following schedule:

July 1, 1998	\$326.00
January 1, 1999	\$326.00
July 1, 1999	\$359.00
January 1, 2000	\$359.00
July 1, 2000	\$382.00
January 1, 2001	\$382.00
July 1, 2001	\$406.00
January 1, 2002	\$406.00

ARTICLE X

PROTECTIVE CLOTHING AND EQUIPMENT, UNIFORM ALLOWANCE, PROPERTY DAMAGE OR PERSONAL LOSS

SECTION 1. PROTECTIVE CLOTHING AND EQUIPMENT

A. The City shall provide each Employee with the appropriate protective clothing and protective equipment to provide protection from the hazards to which the Employee is or is likely to be exposed. Such protective clothing and protective equipment shall be suitable for the tasks that the Employee is expected to perform and shall comply with current N.F.P.A. standards.

B. The City shall provide individual self-contained breathing apparatus face masks with prescription optic lenses for all Employees who normally wear prescription glasses and/or contact lenses.

SECTION 2. UNIFORM ALLOWANCE

A. The City shall provide each Employee who is assigned to the Fire Fighting Division a uniform allowance as set forth below.

July 1, 1998	\$403.00
July 1, 1999	\$431.00
July 1, 2000	\$459.00
July 1, 2001	\$487.00

B. The City shall provide each Employee who is assigned to the Fire Prevention Division a uniform allowance as set forth below.

July 1, 1998	\$453.00
July 1, 1999	\$481.00
July 1, 2000	\$509.00
July 1, 2001	\$537.00

C. The City shall provide newly hired employees with all necessary uniforms (complete duty and dress uniforms) in addition to the required protective equipment that is currently being furnished by the employer at the start of their employment with the City of Marysville. They will also receive their normal uniform allowance check, pro rated if applicable, for the maintenance and cleaning of their issued uniforms.

SECTION 3. PROPERTY DAMAGE OR PERSONAL LOSS

An Employee incurring the loss of or damage to his/her personal property such as eyeglasses, watches, etc. while in the performance of his/her duty may, upon review and approval by the City Administration, be reimbursed for the replacement or repair of such property.

ARTICLE XI

LIFE INSURANCE, MEDICAL AND HOSPITAL INSURANCE, DENTAL INSURANCE, OPTICAL INSURANCE, MALPRACTICE INSURANCE, CHANGE IN HEALTH CARE PROVIDER

SECTION 1. LIFE INSURANCE

A. The City shall provide twenty-five thousand (\$25,000) dollars term life insurance with double indemnity on each Employee for which the City will pay all premiums. Beginning July 1, 1996, the City shall provide fifty thousand (\$50,000) dollars term life insurance with double indemnity on each Employee for which the City will pay all premiums.

B. The City shall provide five thousand (\$5,000) dollars term life insurance to those retiring after the effective date of this Agreement for which the City will pay all premiums.

SECTION 2. MEDICAL AND HOSPITAL INSURANCE

A. Medical and hospital insurance, including ambulance rider or equivalent shall continue for all Employees, Employee's spouse and eligible dependents, at not less than the current level of coverage for Group #30616-003 presently being provided by Michigan Blue Cross and Blue Shield for which the City shall pay all premiums.

B. Medical and hospital insurance, including ambulance rider or equivalent shall continue for all Employees who retire after the effective date of this agreement, and retired Employee's spouse and eligible dependents for as long as benefits are provided under the Police Officer's and Fire Fighter's Retirement System, at not less than the current level of coverage for Group #30616-003 presently being provided by Michigan Blue Cross and Blue Shield for which the City shall pay all premiums.

C. Commencing July 1, 1995, Michigan Blue Cross and Blue Shield certificate MMC - Option IV providing a deductible of \$50.00 per member and \$100.00 per family per calendar year shall change to a deductible of not more than \$200.00 per member and \$400.00 per family per calendar year. The remainder of this certificate and all other riders shall remain unchanged.

D. Commencing July 1, 1995, the Michigan Blue Cross and Blue Shield certificate providing for brand name prescription drugs payable at 100% of the Michigan Blue Cross and Blue Shield approved amount, minus a member co-payment of \$2.00, shall change to a member

co-payment of not more than \$8.00 for brand name prescription drugs if a generic equivalent drug is available and for any reason not utilized. The remainder of this certificate and all other riders shall remain unchanged.

SECTION 3. DENTAL INSURANCE

Dental insurance for all Employees, Employee's spouse and eligible dependents, shall continue at not less than the current level of coverage presently being provided for Group #30616-003 by the Michigan Blue Cross and Blue Shield Dental Coverage certificates and riders for which the City shall pay all premiums.

SECTION 4. OPTICAL INSURANCE

Optical insurance for all Employees, Employee's spouse and eligible dependents, shall continue at not less than the current level of coverage presently being provided for Group #30616-003 by the Michigan Blue Cross and Blue Shield Vision Coverage certificates and riders for which the City shall pay all premiums.

SECTION 5. MALPRACTICE INSURANCE

The City shall furnish all Employees with malpractice insurance protection at not less than the coverage of the City false arrest insurance for which the City shall pay all premiums. The City will provide copies of the malpractice insurance policy upon request of the Union.

SECTION 6. CHANGE IN HEALTH CARE PROVIDER

In the event the City should change from the carrier of any of the coverage's contained in this Article, to another carrier, the City shall immediately notify the Union and issue a letter or card to each Employee, but under no circumstances shall the new level of coverage be less than the current level of coverage.

ARTICLE XII

SICK LEAVE CREDITS, SICK LEAVE COMPENSATION, CHARGES AGAINST CREDITS, FUNERAL LEAVE, DISABILITY OR INJURY COMPENSATION, PERSONAL BUSINESS LEAVE

SECTION 1. SICK LEAVE CREDITS (Employees hired prior to July 1, 1985)

A. Each regular full time Employee of the Fire Fighting Division hired prior to July 1, 1985, shall be entitled to sick leave with pay of twelve (12) hours for each completed month of service, a total of one hundred and forty-four (144) hours per year.

B. Each regular full time Employee of the Fire Prevention Division hired prior to July 1, 1985, shall be entitled to sick leave with pay of eight (8) hours for each completed month of service, a total of ninety-six (96) hours per year.

C. Sick leave for Employees hired prior to July 1, 1985 may be accumulated if not used during the year granted, but the total accumulation shall not exceed two thousand one hundred and sixty (2160) hours. One-half (½) of the Employees accumulated sick leave will be paid upon death, retirement or separation other than for cause but not to exceed seven hundred and twenty (720) hours.

1. Payment for the purpose of this Section shall be deemed to be the annual salary for such Employees divided by 2080 hours times (x) the hours of accumulated sick leave.

SECTION 2. SICK LEAVE CREDITS (Employees hired after July 1, 1985)

A. Each regular full time Employee of the Fire Fighting Division hired after July 1, 1985 shall be entitled to sick leave with pay of twelve (12) hours for each completed month of service, a total of one hundred and forty-four (144) hours per year.

B. Each regular full time Employee of the Fire Prevention Division hired after July 1, 1985, shall be entitled to sick leave with pay of eight (8) hours for each completed month of service, a total of ninety-six (96) hours per year.

C. There shall be unlimited accumulation of sick leave hours not used during the year granted and there will be no cash payoff for unused sick leave.

SECTION 3. SICK LEAVE COMPENSATION

A. Sick leave shall start to accrue at the first day of the calendar month that is nearest to the date of starting full time regular employment.

B. To receive compensation while absent on sick leave, Employees shall notify the immediate on duty superior prior to the time set for the beginning of his/her daily duties. A certificate from a physician may be required before compensation is approved for a period of illness of two (2) or more successive duty days for Employees in the Fire Fighting Division and three (3) or more successive duty days for Employees in the Fire Prevention Division.

SECTION 4. CHARGES AGAINST CREDITS (Sick Leave and Funeral Leave)

A. Sick Leave shall be defined as the absence from work of an Employee due to his/her illness, quarantine (contagious disease), hospitalization, or serious illness to a member of his/her immediate family.

B. For the purpose of sick leave, immediate family shall mean: Husband, wife, child, foster child, stepchild, or relative living in same household. In the circumstance of a nonresident family member who has been diagnosed by a physician as having a serious illness, an Employee assigned to the Fire Fighting Division shall be granted up to forty-eight (48) hours sick leave. Employees assigned to the Fire Prevention Division shall be granted up to forty (40) hours sick leave. Nonresident family member is defined as any of the following who do not live in the same household as the Employee: Brother, sister, brother-in-law, sister-in-law, mother, father, mother-in-law, father-in-law, stepchild, stepparent, son-in-law, daughter-in-law, spouse of stepchild, grandparent, grandchild, child of stepchild. The times stated herein may be extended at the sole discretion of the Fire Chief except that such extension may not, on a paid basis, extend beyond exhaustion of the Employee's accrued sick leave.

SECTION 5. FUNERAL LEAVE

A. In case of death in his/her immediate family, an Employee shall be granted twenty-four (24) hours with pay not to be charged against his/her sick leave. If death occurs while the Employee is on duty, that day shall not be counted.

B. For purposes of Funeral Leave, immediate family shall mean: Husband, wife, child, stepchild, foster child, parent, stepparent, parent-in-law, grandparent, grandparent-in-law, sister, brother, brother or sister of spouse, child-in-law, grandchild or relative living in same household.

C. Only workdays falling within the period of such leave shall be counted against Sick Leave.

D. An Employee assigned to the Fire Fighting Division shall be granted Sick Leave with pay, not to exceed eight (8) hours, while serving as a pallbearer at a funeral. If the funeral is scheduled outside of St. Clair County, twelve (12) hours of sick leave with pay shall be allowed.

E. An Employee assigned to the Fire Prevention Division shall be granted Sick Leave with pay, not to exceed eight (8) hours, while serving as a pallbearer at a funeral.

SECTION 6. DISABILITY OR INJURY COMPENSATION

A. For any period of absence due to disability or injury incurred while in the discharge of his/her duties, the City shall supplement any worker's compensation payments received by the Employee so as to equal the Employee's regular compensation or salary, not including overtime, for a period of (90) duty days, or until sufficiently recovered to perform his/her regular duties, provided that said disability or injury is fully documented by a licensed physician and the Employee is not engaged in any form of gainful employment during said period of disability or injury. This period of absence may be extended at the discretion of the City Council.

1. Provided, further, that if said Employee shall recover damages for any reason from a third party by way of claim or suit for such disability or injury, the City shall have a first lien in the amount of the total of any such supplements against any and all such sums received for damages by such Employee's net of

reasonable pro-rata legal fees and pro-rata expenses. If the Employee does not discharge such lien within thirty (30) days of said Employee's receipt of such sums, the Employee shall be subject to discharge for cause.

2. Leave for such documented disability or injury shall not be chargeable against sick leave.
3. Injuries while in the discharge of his/her duties shall be reported to the Fire Chief by the Employee or the Union immediately, but not to exceed forty-eight (48) hours from the occurrence thereof, or from the time the Employee becomes aware of the occurrence of the injury.

SECTION 7. PERSONAL BUSINESS LEAVE

A maximum of thirty-six (36) hours of personal business leave per calendar year may be used by an employee for personal business which cannot be handled outside of the normal work day, subject to advanced approval by the Fire Chief or his/her designee. The employee must apply for the personal business leave at least forty-eight (48) hours in advance. The advanced notice requirement may be waived in the event of an emergency. This leave may be used for, by way of example, court appearances, attending legal banking matters, attending a real estate closing, attending a retirement meeting, attending the swearing in of a relative to a political or judicial office. This leave time may not be used for any function which is not personal business, which prohibited use includes, by way of example, personal pleasure such as travel, hunting, skiing, sporting events, extended vacations, or gainful employment. It is understood that the Fire Chief or his/her designee may limit the number of employees who may be off work on personal business leave on any shift in order to meet the operational needs of the department.

ARTICLE XIII

VACATION, PAY IN LIEU OF VACATION, HOLIDAY PAY

SECTION 1. VACATION

A. All Fire Department Employees who have completed at least one (1) year of continuous employment with the City are entitled to a vacation with pay to be taken in the following year according to the following schedule:

For full-time Employees hired before July 1, 1985:

		<u>Vacation Hours</u>	
<u>At least</u>	<u>But less than</u>	<u>Fire Fighting Division</u>	<u>Fire Prevention Division</u>
1 year	10 years	324 hours	136 hours
10 years	15 years	360 hours	160 hours
15 years	20 years	396 hours	184 hours
20 years	Retirement	456 hours	224 hours

For full-time Employees hired after July 1, 1985: **

		<u>Vacation Hours</u>	
<u>At least</u>	<u>But less than</u>	<u>Fire Fighting Division</u>	<u>Fire Prevention Division</u>
1 year	3 years	240 hours	80 hours
3 years	10 years	300 hours	120 hours
10 years	15 years	324 hours	136 hours
15 years	25 years	420 hours	200 hours
25 years	Retirement	468 hours	232 hours

** Modified and made effective July 1, 1995 in accordance with Article XIII, Section 1 (H).

B. Vacation will be scheduled for more effective operation of the Department.

C. Employees will be allowed to take vacation in four (4) hour blocks. Additional vacation hours may be taken in one (1) hour increments at the discretion of the Fire Chief.

D. If an Employee does not have one (1) full year of employment by December 31, the Employee shall be eligible for 1/12 of vacation time for each month he/she has worked prior to December 31, to be taken upon completion of the one (1) year period. Vacation credit shall start at the first day of the calendar month that is nearest to the date of his/her employment.

E. Vacations and vacation pay shall not accumulate from one calendar year to another. However, if the work of the Department permits, an Employee may be allowed to take part or all of his/her vacation for one (1) year in the year following, provided it is completed during the calendar week in which April 15 of that year falls. If the City shall request an Employee to forego his/her vacation, such Employee shall be given vacation pay in lieu of vacation.

F. When employment is terminated for any reason, an Employee who has completed one (1) or more years of continuous employment will be paid an allowance for vacation earned but not previously taken. This allowance will be computed as follows:

1. The full vacation pay to which the Employee was entitled on December 31 of the previous calendar year, plus 1/12 of full vacation pay for each full month that has elapsed since the first of January in the current calendar year.

G. If an Employee is off work due to a leave of absence without pay, said Employee will be eligible for vacation he/she has earned prior to taking a leave of absence but will not receive credit for the time he/she is absent from work.

H. In no case shall the vacation schedule for Employees hired after July 1, 1985, be less than the vacation schedule agreed upon for police officers hired after July 1, 1985.

SECTION 2. PAY IN LIEU OF VACATION

Seventy-two (72) hours pay in lieu of vacation may be granted upon approval of the City Manager. Employees who have worked over fifteen (15) years of continuous employment with the City may receive an additional seventy-two (72) hours pay in lieu of vacation.

SECTION 3. HOLIDAY PAY

A. Each Employee of the Fire Fighting Division will be paid double time (2 x) their regular rate for time actually worked if called into shift work on holidays. Holidays for this purpose shall be defined as: New Year's Day, Memorial Day (as observed), Good Friday, Veteran's Day, Independence Day, Labor Day, Thanksgiving Day, the day before Christmas, Christmas Day, and the day before New Year's Day.

B. Each Employee of the Fire Prevention Division shall be granted the following holidays: New Year's Day, Memorial Day (as observed), Good Friday, Veteran's Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, Christmas Day, and the day before New Year's Day. Veteran's Day shall be deemed a floating holiday and may be taken at the discretion of the Employee in the calendar year it is earned.

ARTICLE XIV

DEPARTMENT SENIORITY, CITYWIDE SENIORITY, TERMINATION OF SENIORITY, SUSPENSION OF SENIORITY, LAYOFF, RECALL AND PROMOTION

SECTION 1. DEPARTMENT SENIORITY

Department seniority shall be defined as the last continuous period of employment as an Employee of the Fire Department.

SECTION 2. CITYWIDE SENIORITY

Citywide seniority shall be defined as the length of uninterrupted employment with the City commencing with the last date of hire.

SECTION 3. TERMINATION OF SENIORITY

Seniority may be terminated for any of the following reasons:

1. Discharge for cause.
2. Layoff exceeding three (3) years.
3. Absence without permission exceeding two (2) successive duty days.
4. Voluntary quit.

SECTION 4. SUSPENSION OF SENIORITY

Seniority time shall not be increased during the time an Employee is on layoff or an approved leave of absence.

SECTION 5. LAYOFF AND RECALL

- A. As each layoff occurs, it shall be to the Employee with the least department seniority.
- B. When recall occurs, Employees shall be recalled in reverse order of layoff.

C. Promotion shall be based on department seniority, merit and ability for the position to be filled. Promotion will be based on department seniority where other factors are equal. If an Employee is promoted above another Employee with greater department seniority, the City shall give written justification for said promotion to the Employee with the greater department seniority .

ARTICLE XV

COURT TIME, JURY DUTY

SECTION 1. COURT TIME

Employees who are required to attend court while off duty for cases arising out of their employment with the City shall be compensated for all the time spent in court, with a minimum of four (4) hours at time and one-half (1½) the Employees hourly rate of pay and shall return all court fees to the City Treasurer, provided, however, this section shall not apply if the case is brought by the Employee or a dependent of the Employee.

SECTION 2. JURY DUTY

An Employee who is called to serve on a jury when they are normally scheduled to work, shall be granted a fully paid leave of absence for any such jury duty time, all jury selection time, and while serving on a jury.

ARTICLE XVI

PHYSICAL FITNESS

SECTION 1. PHYSICAL FITNESS COMMITTEE

A labor-management committee shall be established consisting of Union and employer representatives to devise and maintain a mandatory physical fitness program for all Employees that meet NFPA guidelines for physical fitness.

ARTICLE XVII

HEALTH AND SAFETY

SECTION 1. HEALTH AND SAFETY COMMITTEE

A labor-management committee shall be established consisting of Union and employer representatives to devise and maintain a Fire Department Health & Safety Committee. The purpose of this committee shall be to establish and maintain a healthy working environment, promote safe working practices, and make recommendations to resolve health and safety issues within the Department.

ARTICLE XVIII

DISCIPLINE

SECTION 1. DISCIPLINE

No Employee shall be removed, discharged, reduced in rank or pay, suspended or otherwise punished, except for cause, and in no event until he/she shall have been furnished with a written statement of the charges and the reason for such action, and charges shall be void unless filed within thirty (30) calendar days of the date the City becomes, or should have reasonably become, aware of the occurrence of the alleged violation. In the event the Employee thereon files a grievance, as elsewhere provided in this Agreement, the burden shall be on the City to justify the action complained of. In any grievance proceeding, the Employee shall have fifteen (15) calendar days to prepare for defense against charges preferred, and shall have the right to counsel.

However, nothing stated herein shall be construed to prevent the City from assigning as part of the reason for any of the disciplinary procedures stated herein, previous disciplinary offenses and disciplinary actions.

Disciplinary offenses and disciplinary actions taken by management in response thereto shall be removed from the Employee's service record at the expiration of two (2) years offense-free service subsequent to the date of such offense.

ARTICLE XIX

GRIEVANCE DEFINED, GRIEVANCE COMMITTEE, GRIEVANCE PROCEDURE, OTHER REMEDIES

SECTION 1. GRIEVANCE DEFINED

A grievance shall be defined as an alleged violation of a specific section or article of this Agreement.

SECTION 2. GRIEVANCE COMMITTEE

The committee for the purpose of grievance shall be chosen by the Employees and the names of the committee persons shall be given in writing to the City. No committee person shall function as such until the City has been so notified.

SECTION 3. GRIEVANCE PROCEDURE

A. There shall be an informal discussion between the Employee and the Chief of the Department with a Union representative. This is to be accomplished within five (5) days of the alleged grievance.

B. If an impasse has been reached in the above step, the grievance shall be reduced to writing and delivered to the Chief of the Department within five (5) days after which he/she shall have five (5) days to render an answer in writing to the Grievance Committee.

C. If no solution to the problem can be reached by the above step, then the Grievance Committee shall request an audience for the Employee and the Committee with the City Manager and the Chief. This step must be completed within ten (10) days after Step B.

D. All days referred to in this Section shall mean calendar days, excluding Saturdays, Sundays, and holidays.

E. Arbitration Clause.

1. In the event that any grievance or dispute cannot be adjusted by the Employer and the Union as outlined above, the City or the Union may then refer such matter to arbitration. The parties shall select the Arbitrator by mutual consent in a manner prescribed by the American Arbitration Association. Jurisdiction of arbitration hereunder shall be limited to Employee grievances arising out of the interpretation or application of this Agreement, or of any written amendments hereof or supplements hereto. If the grievance concerns matters not so within the jurisdiction of arbitration, it shall be returned to the parties without decision.
2. The decision of the Arbitrator shall be final and binding on all parties for the terms of this Agreement, and they hereby agree to abide by the same.
3. The Arbitrator's fee and expenses, and the American Arbitration Association's charge, if any, shall be borne equally by both parties. The Employer shall not be liable for payment of wages to, or the expenses or charges of, any Employee or representatives of any Employee, or the Union, who participates in any way in such Arbitration.

SECTION 4. OTHER REMEDIES

The Grievance Procedures provided in this Agreement shall be supplementary or cumulative to, rather than exclusive of, any procedures or remedies afforded to any Employee or the City by law.

ARTICLE XX

SEVERABILITY, DISTRIBUTION OF AGREEMENT

SECTION 1. SEVERABILITY

This Agreement is subject to the laws of the State of Michigan with respect to powers, rights, duties, and obligations of the City, of the Union, and of the Employees in the bargaining unit. In the event that any provision of this Agreement shall at any time be contrary to law, such provisions shall be void and inoperative, however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

SECTION 2. DISTRIBUTION OF AGREEMENT

The City shall distribute a copy of this Agreement to all Employees of the Union.

ARTICLE XXI

DURATION, FUTURE NEGOTIATIONS, CONTRACT EXTENSION, FEDERAL AND STATE LAW

SECTION 1. DURATION

This Agreement shall be effective July 1, 1998, and shall remain in full force and effect to and including June 30, 2002.

SECTION 2. FUTURE NEGOTIATIONS

A. The parties agree that, commencing not later than March 30, 2002, they will undertake negotiations for a new agreement for the succeeding period.


B. The committee for the purpose of negotiations shall be chosen by the Employees and the names of the committee persons shall be given in writing to the City. No committee person shall function as such until the City has been so notified.

SECTION 3. CONTRACT EXTENSION

In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new contract, subject to termination by either party upon ninety (90) days written notice.

SECTION 4. FEDERAL AND STATE LAW

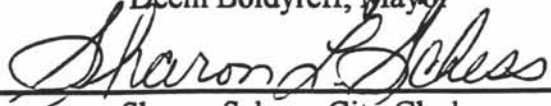
In the event that either Federal or State law is modified or amended to further reduce the maximum working hours of a Fire Fighter before overtime must be paid, either party reserves the right, upon written request, to reopen this contract for negotiations on schedule and salary.




Deem Boldyreff, Mayor



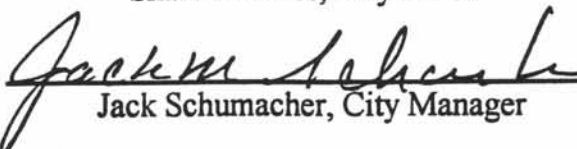
Paul McNichol, Union President



Sharon Schess, City Clerk



Lawrence Petersen, Union Vice-President



Jack Schumacher, City Manager



Thomas Konik, Union Secretary