

6732

6/30/2002

WORK AGREEMENT

BETWEEN

THE CITY OF MENOMINEE, MICHIGAN

And

**LOCAL #604 AFFILIATED WITH THE
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

JULY 1, 1999 through JUNE 30, 2002

Menominee, City of

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INTRODUCTION

This agreement between the City of Menominee, hereinafter referred to as "city", and Local 604, affiliated with the International Association of Firefighters, hereinafter referred to as the "union" entered this 1st day of July, 1999, shall remain in full force and effect until June 30, 2002.

ARTICLE I - RECOGNITION

SECTION 1. Pursuant to and in accordance with all provisions of Act 379 of the Public Acts of 1965, as amended, the employer does hereby recognize the employees organization as the exclusive bargaining representatives for the purpose of collective bargaining with respect to wages, hours and conditions of employment for the term of this agreement for Captains, Lieutenants, Mechanics and Firefighters.

Recognizing Sections 9, 10 and 11 of the P.A. of 1965, declaring it lawful for public employees to join in labor organizations for the purpose of collective negotiations with their public employer through representatives of their own free choice; and declaring it unlawful for a public employer to discriminate in regard to terms of hire or other conditions of employment in order to encourage or discourage membership in a labor organization; and declaring a representative designated or selected for the purpose of collective bargaining by the majority of public employees in a unit appropriate for such purpose shall be the exclusive representatives of all the public employees in this unit for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment; the employer recognizes the representatives named in this agreement as the exclusive representative of all public employees in such unit, whether or not said employees are members of any association including employees classified as Firefighters, Mechanics, Lieutenants and Captains; provided, however, that this agreement shall not apply to probationary employees referred to in Article IV, Section 1.

SECTION 2. The city has the right to hire, suspend or discharge for proper cause, transfer, relieve from duty for lack of work, and assign employees to positions within the confines of this agreement.

Nothing contained herein shall be considered to deny or restrict the city of its rights, responsibilities and authority under the laws of Michigan. Except as specifically stated by this agreement, and as limited by the right of employees to bargain collectively through representatives of their own choosing concerning wages, hours and conditions of employment, all the rights, powers and authority the city had prior to this agreement are retained by the city.

It is expressly agreed that all rights that ordinarily vest in and have been exercised by the city, except those which are clearly and expressly relinquished herein by the city, or which are limited by the right of employees to bargain collectively through representatives of their own choosing concerning wages, hours, and conditions of employment, shall continue to vest exclusively in and be exercised exclusively by the city.

SECTION 3. Such rights as are reserved to the city above shall include, by the way of illustration and not by way of limitation, and except as limited by other provisions of this agreement and by the right of employees to bargain collectively through representatives of their own choosing concerning wages, hours and conditions of employment, the right to:

- (A) Manage and control its business, equipment, facilities, operations, and to direct the working forces and affairs of the city.
- (B) Establish personnel policies and practices including the assignment and direction of personnel, the number of personnel, scheduling and utilization of personnel, the establishment, modification and change of work or business hours or days.
- (C) The right to hire, promote, suspend, discharge employees, and assign work or duties to employees, determine the size of the work force and layoff of employees.
- (D) To determine the size of the management organization, its function, authority, amount of supervision and table of organization.
- (E) Determine the qualifications of employees including physical conditions and policy effecting the selection, testing or training of employees based upon the utilization of lawful criteria.
- (F) Determine the number and location or relocation of its facilities, including the establishment or location of new buildings, departments, divisions or sub-division thereof, and the relocation or closing of offices, departments, divisions, or sub-divisions, buildings or other facilities.
- (G) Determine the services, supplies, equipment and sources thereof for the operation of the city and establishment of methods and means of distribution and/or disseminating its services, methods, schedules and standards of operation and the means, methods and processes of carrying on work including automation and/or contracting thereof or changes therein and the initiating of new or improved methods or changes therein.
- (H) The city has the right to adopt personnel policies defining benefits under terms and conditions of the agreement. These personnel policies will not supersede negotiated contractual policies, nor instigate non-negotiated revisions to this agreement.

SECTION 4. The city shall continue to have the exclusive right to establish, modify or change any condition excepting those covered expressly by other provisions of this agreement.

SECTION 5. The city may adopt rules and regulations, except as where they may change wages, hours or working conditions.

SECTION 6. The exercise and implementation of the foregoing rights, powers, and duties to the city shall include the right to establish a public safety department. However, prior to the implementation of a public safety department, the city agrees to commence a negotiation of wages, hours and working conditions of any employees of this bargaining unit required to participate in a public safety department provided, however, no agreement need be reached prior to the implementation of a public safety department.

SECTION 7. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the city, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms hereof in conformance with the laws and constitution of the State of Michigan and the laws and constitution of the United States.

ARTICLE II - UNION MANAGEMENT RELATIONS

SECTION 1. All collective bargaining with respect to wages, hours, working conditions and other conditions of employment shall be conducted by authorized representatives of the union and authorized representatives of the city.

SECTION 2. Agreements reached between the parties of this agreement shall become effective only when signed by the authorized representatives of the parties hereto.

ARTICLE III - CHECK-OFF

SECTION 1. The city agrees to deduct from the paycheck of those employees who have signed the authorized payroll deduction card, a sum certified by the treasurer of the union, which are the union's monthly dues. Deduction will be made from the payroll period at the beginning of each month and the total dues delivered to the treasurer of the union. Deductions from an employee's pay will terminate upon their termination of employment.

SECTION 2. As a condition to the effectiveness of this article, the association agrees to indemnify and save the city, each individual council member and all administrators harmless against any and all claims, demands, costs, suits, or other forms of liability and all court or administrative agency costs that may arise out of, or by reason of, action taken by the city for the purpose of complying with this article.

SECTION 3. If, at anytime, during the duration of this contract, the association authorizes, causes or engages in or sanctions any strikes or work stoppage of any kind, or pickets, or if there is a refusal to perform the duties of employment by any employee or employees, then this article shall become null and void and inoperative during the life of this agreement.

ARTICLE IV - SENIORITY

SECTION 1. All newly hired employees shall be on probation for a period of three hundred sixty-five (365) calendar days from the date of their employment, during which period such newly hired employees may be disciplined or discharged.

The City shall schedule new employees to a 40 hour work week for their initial two weeks of service. The employee will be compensated for their normal 56 hour work week during this period. The probationary employee(s) hours of work will be Monday - Friday, 8 hours per day. Their hours will coincide with the daily work schedule of other Menominee Fire Department Personnel.

During the initial two weeks of service the probationary employee will not count as a member of a shift and they will not work any fill in overtime. They will however, respond to all calls while at work and should be encouraged to respond to recalls for additional personnel.

SECTION 2. Continued employment beyond the probationary period above noted is hereby defined to be evidence of satisfactory completion of probation.

SECTION 3. Full-time employee is hereby defined as an employee hired to fill a full-time position in the table of organization, consisting of fifty-six (56) or more hours per week.

SECTION 4. Part-time regular employee is hereby defined as an employee hired to fill a part-time regular position in the table of organization consisting of less than fifty-six (56) hours per week.

SECTION 5. Temporary employee is hereby defined as an employee hired for a period not exceeding one hundred eighty (180) days and who shall be separated on or before the end of that period.

SECTION 6. All employees are required to submit to a physical examination based on requirements of National Fire Protection Association (NFPA) Standard 1582, Current Edition. The city will pay the cost of the preemployment or any physical examination requested by the city and conducted by the physician designated by the city. In addition to the preemployment physical, physicals will be scheduled and completed by each member of the department as outlined in NFPA 1582, current edition. The results of the physicals shall be treated with the confidentiality that NFPA 1582 directs, however should the physician feel, upon completion of the physical that the employee cannot perform his/her duties, the physician shall notify the city's personnel director. The employee has the right to seek a second opinion from a physician of his/her choice and the city will pay any cost of this second opinion that is not covered by the employee's medical insurance, based upon the cost of the standard test that a doctor designated by the city would charge. If an employee wishes to use his/her family doctor for the NFPA required physical, the city will reimburse the cost up to the fee charged by the city designated doctor.

SECTION 7. Seniority after continuous employment for three hundred sixty-five (365) calendar days shall start from the original date of hire. The city will prepare seniority lists, the same will be posted on a bulletin board; the seniority list will be amended whenever a change takes place.

SECTION 8. Any employee desiring to protest their position on the seniority list shall file their protest in writing with the city clerk within ten (10) days after posting the said list.

SECTION 9. Seniority shall be forfeited for the following reasons:

- A) If the employee quits.
- B) If the employee is discharged and the discharge is not reversed.

Seniority shall be interrupted for the following reasons:

- A) If the employee fails to report for work within seventy-two (72) hours after notice to report for work is sent by certified mail to the employee's last known address, or within twenty-four (24) hours after notice to report for work is given by personal service on the employee, and the employee does not give a satisfactory reason for failure to report.

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- B) If the employee is laid off or on sick leave for over one (1) year, or if the employee is on personal leave for over thirty (30) days, provided, however, that in any of these situations all employee benefits shall terminate after thirty (30) days.

SECTION 10. All qualified employees shall be given an opportunity to bid on any openings before a new employee is hired for a position in the department and outside the bargaining unit.

SECTION 11. Job seniority shall be on a departmental basis. New employees or employees transferring from one department to another shall go to the bottom of the seniority list in that department, but retain seniority from day of hire for all fringe benefits.

SECTION 12. Promotion shall be based on seniority. In order to qualify for lieutenant promotion, the employee must have 40 hours of training toward Officer I certification and shall obtain Officer I certification within 12 months of promotion or the position shall be offered to the next qualified senior employee. In the event that a course is not offered during the 12 month timeframe that would prevent the employee from obtaining certification, an extension will be granted until the next course is offered. Training will be offered by seniority and all cost for certification shall be paid by the City. Effective June 30, 2002.

SECTION 13. All promotions shall carry a six (6) month probationary period.

SECTION 14. Any employee who terminates employment with the City of Menominee by his/her own volition shall be considered a new employee for all purposes if s/he should return to the employment of the city.

ARTICLE V - GRIEVANCE PROCEDURE

SECTION 1. Grievance of an employee shall be a claim, either that a specified provision of this contract has been violated by the employer to the detriment or disadvantage of the employee or union or that the employer has applied a specific provision of the contract erroneously, arbitrarily, or unfairly or that the employer has violated department rules.

SECTION 2. An employee may be disciplined or discharged for just cause. The employer may adopt reasonable work rules, but the application of any such rule, the reasonableness of a rule, and the severity of the discipline imposed may be grieved under the grievance procedure established by this agreement. The time for filing a grievance challenging the application of a work rule, the reasonableness of the rule, or the severity of the discipline imposed shall commence to run when discipline is imposed. However, the reasonableness of a rule may be grieved prior to its application.

SECTION 3. The parties may agree to be bound by the outcome of the grievance on other similar and related grievances arising out of the same or similar facts and circumstances.

SECTION 4. A grievance shall not be accepted after ten (10) calendar days from the date of the incident or from the date the employee should have known of the incident.

SECTION 5. The following procedure shall be used in the settlement of grievances:

STEP 1. The aggrieved employee shall notify the department head within ten (10) calendar days of the occurrence that s/he is aggrieved. The union steward shall discuss the grievance orally with the department head and every attempt will be made to settle the grievance at this step. Within ten (10) calendar days after the presentation of the grievance, the department head will give his/her answer orally to the employee, the employee may have the union representative present.

STEP 2. If no agreement is reached in Step 1, the employee may file a grievance in writing within ten (10) calendar days with the personnel director. The "Statement of Grievance" shall name the employee involved, state the provision of this agreement alleged to have been violated by appropriate reference, state the contention of the employee with respect to these provisions, indicate the relief requested and shall be signed by the employee involved. The personnel director shall give the employee an answer in writing no later than ten (10) calendar days after the receipt of the written grievance. The department head or union steward may request a conference with the personnel director between the three parties, and if requested, the meeting will be held prior to the personnel director's response.

- (a) If the grievance is still unresolved at this point, by mutual agreement mediation may be used as a step toward resolution. The Michigan Employment Relations Commission will be charged with providing a mediator, according to their rules.

STEP 3. If the grievance remains unsolved at the conclusion of Step 2, it may be submitted, as stated in Step 2(a), for binding arbitration at the request of the union, provided a written notice of request for submission for arbitration is delivered to the personnel director within ten (10) calendar days of the date of the personnel director's written decision at Step 2(a). Within ten (10) calendar days after the date of the written request for arbitration, personnel director or his/her designated representative shall make every reasonable effort to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon a mutually acceptable arbitrator within the time period set forth herein, the parties seeking arbitration shall file a request with the Michigan Employment Relations Commission to submit a list of qualified arbitrators. The arbitrator shall then be selected according to the rules of the American Arbitration Association. The case shall then be heard and presented in accordance with the rules of the American Arbitration Association.

The arbitrator shall hear the grievance in dispute and shall render his/her decision in writing thirty (30) days from the close of the hearing. The arbitrator's decision shall be submitted in writing and shall set forth his/her findings and conclusions with respect to the issues submitted to arbitration.

SECTION 6. POWERS OF THE ARBITRATOR. The arbitrator shall be empowered, except as his/her powers are limited below, to make a decision after due investigation in cases of alleged violations of the specific articles and sections of this agreement.

- (1) S/he shall have no power to add to, subtract from, discard, alter, or modify any of the terms of this agreement.
- (2) S/he shall have no power to establish salary scales or change any salaries.
- (3) S/he shall have no power to rule upon a termination of services or of a failure to re-employ a probationary employee, except for legal union activities, or to rule upon the placing of a probationary employee on an additional term of probation not more than ninety (90) days.

- (4) His/her power shall be limited to deciding whether the city has violated the expressed articles, sections and work rules in this agreement; s/he shall not imply obligations and conditions binding upon the city on this agreement; it being understood that any matter not specifically set forth herein remain within the reserved rights of the city.
- (5) In rendering his/her decisions, the arbitrator shall give due regard to the responsibilities of management and shall so construe the agreement so that there will be no interference with such responsibilities, except as they may be specifically conditioned by this agreement.
- (6) If either party disputes the arbitrability of any grievance under the terms of this agreement, the arbitrator shall decide if the grievance is arbitrable. In the event that the arbitrator's decision is that s/he has no power to rule the grievance shall be referred back to the parties without decision of recommendation on its merits.
- (7) There shall be no appeal from an arbitrator's decision if it is within the scope of his/her authority as set forth. It shall be binding on the union, its members, the employee or employees involved, and the city. The union shall discourage any attempt of its members and shall not encourage or cooperate with any of its members, in any appeal to any court or labor board from the decision of the arbitrator, so long as the decision is carried out.
- (8) Fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them; and neither party shall be responsible for the expenses of witnesses called by the other.
- (9) Claims for Back Pay: All grievances must be filed ten (10) working days from the time the alleged violation was to have occurred. The city shall not be required to pay back wages more than ten (10) working days prior to the date a written grievance is filed.
 - (A) All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that s/he may have received from any source during the period of back pay.
 - (B) No decision in any one case shall require a retroactive wage adjustment in any other case, unless other cases were filed and pending the representative case.
- (10) The grievance and arbitration clause should not be a substantive subject of a grievance.
- (11) The arbitrator may not make an award pursuant to a grievance which in effect grants the union that which it was unable to secure during collective negotiations.
- (12) All arbitration cases shall be conducted and be considered as an appellate process.
- (13) The arbitrator cannot grant relief extending beyond the termination of the agreement, or this agreement as extended by mutual agreement of the parties, if relief is in conflict with provisions of the succeeding agreement.

(14) Excluded from arbitration under this agreement are unadjusted grievances from the period of the prior agreement which question the exercise of rights set forth in the article of this agreement entitled "Recognition" or over which the city has exercised unilateral discretion in the past.

(15) Excluded from arbitration but in no manner waived in any other form are monetary claims by the city against the union, its officers, or members for a breach of a no strike pledge of this agreement; also excluded from arbitration is any matter otherwise subject to arbitration but over which the union strikes contrary to its no strike pledge in this agreement.

SECTION 7. GENERAL GRIEVANCE PROVISIONS.

(1) The number of days indicated at each step of the grievance procedure should be considered as a maximum and every effort should be made to expedite the grievance process. All time limits herein shall consist of calendar days unless otherwise specified. A time limit may be extended by mutual consent of the parties.

(2) The failure of an aggrieved person to proceed from one step of the grievance procedure to the next step within the time limits as set forth herein shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal; concerning the particular grievance provided the person was physically and/or mentally capable of proceeding to the next step.

(3) Failure at any level to communicate the decision on a grievance within the specified time limit shall permit the employee to proceed to the next step of the grievance procedure.

(4) It shall be the general practice of all parties to protest grievances at times which do not interfere with or cause interruption of the employee's work program. Release time may be granted only upon the mutual consent of the aggrieved person, the union and the personnel director or his/her designee. Such release time shall be without loss of pay to the extent required for participation in actual meetings with the city or its designated representative.

(5) An individual's grievance may be withdrawn at any time but the same grievance shall not be filed a second time. If the settlement is not carried out a second grievance may be filed.

(6) The filing of a grievance shall in no way interfere with the right of the city to carry out its management responsibilities subject to the final decision of the grievance.

(7) A grievance may be filed only by seniority employees. A grievance of a probationary employee shall be held in abeyance until the probation is completed at which time it shall be processed.

(8) All grievance hearings and proceedings are to be conducted outside regular working hours unless mutually agreed by both parties to do otherwise.

(9) The grievant must be present except for legitimate excuse at any and all grievance hearings; otherwise, it will constitute an automatic acceptance of the decision previously rendered and shall constitute a waiver of any future appeals concerning the particular grievance, unless it is otherwise agreed to by both parties to this agreement.

(10) Any written agreement reached between the city and the union is binding on all employees affected and cannot be changed by any individual.

(11) Priority shall be given to deciding discharge cases and the arbitrator shall make his/her best effort to decide these cases within fourteen (14) days of the hearing.

(12) The city in no event shall be required to pay back wages for more than ten (10) calendar days prior to the date a written grievance is filed, if the employee knew or should have known of the facts constituting the basis for the grievance. In the case of a pay shortage for which the employee could not have been aware before receiving his/her pay and adjustments shall be retroactive to the beginning of the pay period covered by such pay, if the employee files his/her grievance within ten (10) calendar days after receiving such pay.

ARTICLE VI - HOURS OF WORK

SECTION 1. Employees will work twenty-four (24) hours on duty and forty-eight (48) hours off duty on a continuous cycle. 9/84

SECTION 2. Overtime or extra hours of work shall be distributed as equally as possible among the employees, in their regular position, however, in case any emergency arises any employee who ordinarily performs such work may be called in.

SECTION 3. If an employee is unable to report for work at the scheduled time because of illness, s/he shall notify the superior officer on duty before the time 6:00 A.M. When giving such notice the employee shall specify the reason for his/her inability to report for work and the probable length of his/her absence. Failure to report for work for a period of two (2) successive work days without proper notice to the employer shall be cause for immediate discharge.

SECTION 4. If a qualified employee, who is available for work is intentionally passed over by the department head for a full twenty-four (24) hour shift for overtime or call in time without his/her knowledge or consent, s/he will be compensated with equivalent pay for the hours s/he would have ordinarily worked.

SECTION 5. Equal opportunities will be provided to all employees to do extra jobs and attend schools in order to earn compensatory time. 9/86

ARTICLE VII - SICK LEAVE

SECTION 1. The City of Menominee allows each full time regular fire fighter leaves of absence on account of sickness as follows: Two (2) days of sick leave at time of hire; five (5) days for each year of continuous service after the first year of service; one (1) day per month after the fourth year of continuous service.

During the one year probationary period sick leave may only be used for work related injuries or illnesses.

SECTION 2. Members of the fire department shall accumulate sick leave to seventy-five (75) working days.

SECTION 3. Sick leave time shall be allowed with full pay for his/her classification pay for each employee for the following reasons only:

(A) Personal illness of employee.

(B) Illness in the immediate family (spouse and children) requiring doctor's care, or death in the immediate family, or death of mother, father, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother, grandfather of such employee, reasonably requiring leave of absence of such employee. Sick leave used for funeral purposes will be limited to two (2) working days providing the employee attends the funeral. If the death occurs while the employee is on duty, the duty day will be in addition to the above. In the event of serious illness in the employee's immediate family sick leave will be allowed to the extent of twenty-one (21) working days for each specific instance.

(C) Quarantine of the employee and if the employee is quarantined in his/her own house because of quarantine affecting other members of his/her family then such leave shall apply, provided such quarantine shall have been imposed by the proper health authorities.

SECTION 4. No sick leave shall be allowed:

(1) In the event the employee has been injured while employed by others than the city.

SECTION 5. Any employee who willfully violates and otherwise misuses this policy effecting sick leave or misrepresents any statement or condition as required hereunder will forfeit all accumulations above mentioned and any further rights under this sick leave policy for one (1) year.

SECTION 6. Before any sick leave of absence will be allowed, the application therefore shall be certified as allowed by the department head.

SECTION 7. Such sick leave shall be applied entirely separate and distinct from any vacations and shall not accumulate for any vacation purposes.

SECTION 8. Upon retirement, members of the fire department shall be paid twenty-five percent (25%) of unused sick leave at sixty percent (60%) of their current day rate.

SECTION 9. The employer has the right to appropriately discipline an employee for just cause for any abuse of sick leave.

SECTION 10. Dentist and doctor appointments of an emergency or urgent need will be permitted when on duty. Dentist or doctor checkups, dental cleaning, x-rays, or examinations will not be allowed during on duty hours.

SECTION 11. A doctor's excuse may be required of an employee after two (2) working days of sick leave absence, if requested.

SECTION 12. On extended sick leave, employee will furnish the department head with a medical certification of illness after five (5) successive working days of absence, and each five (5) successive working days thereafter until the employee returns to work. A medical certification giving a longer specific period of time will be accepted by the department head in lieu of the certification each five (5) successive working days. 9/86

ARTICLE VIII - LEAVE OF ABSENCE

SECTION 1. Any employee who is ill and his/her claim of illness is supported by satisfactory written evidence shall be granted a sick leave of absence and shall accumulate seniority.

SECTION 2. Any employee desiring sick leave of absence shall apply to the director of police/fire services, and if practical thirty (30) calendar days will be granted without loss of seniority. A maximum of two (2) leaves per instance without loss of seniority. All leaves of absence shall be in writing and signed by the director of police/fire services.

ARTICLE IX - VACATIONS

SECTION 1. The City of Menominee allows each full time fire fighter paid vacation benefits as follows: Three (3) working days after one (1) year of continuous service, six (6) working days after three (3) years of continuous service, seven (7) working days after five (5) years of continuous service, nine (9) working days after nine (9) years of continuous service, ten (10) working days after fifteen (15) years of continuous service, eleven (11) working days after twenty (20) years of continuous service, twelve (12) working days after twenty-five (25) years of continuous service.

SECTION 2. Preference in the selection of vacation shall be governed by shift seniority. Vacation selection by shift seniority is contingent upon the following conditions and if and when the conditions are not or cannot be met, the vacation selection procedure will revert back to department seniority, the conditions are:

- (A) That no compensation is paid to employees carrying pagers off duty.
- (B) That state wage and hour laws do not require compensation for carrying pagers off duty.
- (C) That there is no change in the city's insurance rating specifically because there may be three (3) men/women on duty with off duty officers carrying pagers.
- (D) That the union proposes an acceptable pager policy to the city. The policy to include but not be limited to the mile radius off duty officers shall remain within, how many off duty officers will be available for pager response. 9/84

SECTION 3. Should a holiday fall within a vacation period, fire fighter shall be paid his/her regular holiday pay.

SECTION 4. All employees are expected to take their vacation in the current year but in the event an employee cannot be spared to take vacation, the employer may extend the vacation period or compensate the employee accordingly.

SECTION 5. Vacations may be taken in a minimum twelve (12) hour segments as approved by the department head, not to exceed four (4) such segments per vacation year.

SECTION 6. Vacations may be cancelled in the event of a major emergency or lack of manpower. This would consist of a major fire (conflagration), or more than 50% of the personnel unavailable for duty due to illness or injury.

SECTION 7. If the department head wishes to cancel vacations for any other reason, s/he will review the situation with the mayor and personnel director. They will inform the employees concerned in writing.

ARTICLE X - PAID HOLIDAYS

SECTION 1. The employees of the fire department will be paid eleven (11) holidays extra compensation at the rate of base pay times .6345. The holidays being New Years Day, Lincoln's Birthday, Good Friday, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, the day before Christmas, Christmas Day, and the day before New Years.

SECTION 2. The employees of the fire department who actually work 17 hours on the day before Christmas, Christmas, Thanksgiving, Good Friday, Easter, the day before New Years Day, New Years Day, Lincoln's Birthday, Memorial Day, Labor Day, and July 4th will receive \$34.00 pay in addition to the above holiday pay.

ARTICLE XI - INSURANCE

SECTION 1. For all full-time employees and probationary employees after thirty (30) days of service, the employer will pay for family health and dental insurance. Coverage will be with Blue Cross Blue Shield Community Blue PPO (Plan 1) W/MHP, MHP 20% and ET \$25.00, and \$15.00 co-pay prescription drug card. Dental insurance will be with Blue Cross Blue Shield Plan A. Effective date for above coverage will be January 18, 2000.

SECTION 2. The city may contract with other insurance carriers for equivalent or greater coverage at an equal or lesser rate if union receives sixty (60) days notice and complete information on coverage.

SECTION 3. The employer agrees to furnish at no cost to the employee a term life insurance contract in the amount of \$10,000.00 covering the employee only.

ARTICLE XII - EQUIPMENT FURNISHED BY THE EMPLOYER

SECTION 1. The employer will furnish the employees of the fire department with all protective clothing and equipment necessary for firefighting.

Uniforms will be provided to the employee by the City. The following clothing items will be issued to all new employees.

Station (Duty) Uniform:

3 pair slacks (Horace Small Challenger #1759-navy)
3 long sleeve shirts (Horace Small Deputy #520NP-navy)
3 short sleeve shirts (Horace Small Deputy #660NP-navy)
1 duty belt
1 pair of station shoes
2 "baseball" type hats (1 winter, 1 summer)
1 winter coat w/liner (Blauer #255)
1 utility jacket
1 pair of coveralls (Walls, #5558-navy)
6 station duty t-shirts (Hanes, Beefy T's-navy)
1 duty sweatshirt (R-Heros, RN #95510, style #805-navy)

Dress Uniform:

1 pair dress slacks (Fechhiemer, #38200)
1 LS white dress shirt (Flying Cross #35W7800Z)
1 dress jacket/blazer (Fechhiemer #38802-double breasted, unlined)
1 pair of dress shoes (Rocky #2500)
1 dress belt
1 dress "bell-top" hat
1 pair of dress gloves (white)

Upon successful completion of the employee's probationary period, the issued clothing will then become the property of that employee. Thereafter, the employer shall furnish uniforms for each employee as needed to maintain a neat and uniform department. That is, any item(s) in need of repair or replacement shall be reviewed by the Union's Uniform Committee, and the Deputy Fire Chief. If upon review, it is determined that the item(s) cannot be repaired and replacement is necessary, a designee from the Union's Uniform Committee will be authorized to order the item needed. If after review by the Union's Uniform Committee and the Deputy Fire Chief, it is determined that the item(s) can be repaired, the employee is authorized to have the item(s) repaired at the employer's expense.

Employees are not required to wear their uniform to and from work, but must be in uniform by the beginning of their shifts.

SECTION 2. In the event it should become necessary to purchase safety glasses to conform to federal requirements, the city will participate in the cost as follows:

(A) SAFETY GLASSES - NON-PRESCRIPTION - The City will furnish at no cost to the employee, not more than one (1) set per fiscal year. Replacement more often than that will be the employee's expense, unless broken in the normal line of duty.

SAFETY GLASSES - PRESCRIPTION - The City will furnish the glasses with a standard frame, not more than one set every two (2) years. Replacement more often than that will be the employee's expense, unless broken in the normal line of duty. The employee will be responsible for providing the prescription for the glasses, and for the cost of custom frames. The maximum amount the city will pay toward any purchase will be \$125.00.

ARTICLE XIII - LONGEVITY

SECTION 1. Beginning July 1, 1999, the city will pay longevity benefits of twenty-seven dollars (\$27.00) per year times the number of years of continuous service to all full-time regular employees after the third year of service. Beginning July 1, 2000, the city will pay longevity benefits of twenty-eight dollars (\$28.00) per year times the number of years of continuous service to all full-time regular employees after the third year of service. Beginning July 1, 2001, the city will pay longevity benefits of twenty-nine dollars (\$29.00) per year times the number of years of continuous service to all full-time regular employees after the third year of service. Longevity pay shall be paid by separate check on the first of December.

To receive longevity pay, an employee must be employed with the city on the first of December in the year the benefit is payable.

SECTION 2. Upon retirement an employee's longevity payout will be prorated for the portion of a year that he/she may have worked.

ARTICLE XIV - AGENCY SHOP

SECTION 1. Any permanent employee who is not a member of the Association and who does not make application for membership shall, as a condition of employment, pay to the association a monthly service charge in an amount equal to the monthly dues and assessment uniformly applied to the members, as a contribution toward the administration of this agreement, or on the thirty-first day following the effective date of this agreement, or on the thirty-first day following the beginning of their employment, whichever occurs first, thereby indicate that they no longer desire employment with the city and will henceforth be separated from the city's service.

ARTICLE XV - GENERAL PROVISIONS

SECTION 1. Any employee entering compulsory military service and on active duty shall upon his/her return from such service be entitled to be reinstated in his/her job with pay equal to or greater than when s/he left. S/he shall suffer no loss of seniority for periods of compulsory military duty or for periods of military reserve training. All benefits except accumulated seniority shall terminate for any employee in active military service.

SECTION 2. All transfers between police and fire departments shall be governed in accordance with regulations on pages 281 and 282 of the City Council Proceedings, Liber "X".

SECTION 3. City agrees to permit a union representative to enter its premises at any time with the consent of the department heads for individual discussion of working conditions with the employees, provided care is exercised by such representative that s/he does not interfere with performance of duties assigned to employees.

SECTION 4. Notice of retirement must be given two (2) working weeks prior to actual date of leaving department over and above any accrued vacation time.

SECTION 5. The parties acknowledge that during the negotiations which resulted in this agreement each had an unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law in the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Thereafter, the city and the union, for the life of this agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obliged to bargain collectively with respect to any subject matter referred to or covered by this agreement and with respect to any subject or matter not specifically referred to or covered by this agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this agreement.

SECTION 6. Should any provision of this agreement be found in violation of federal or state laws by a court of competent jurisdiction all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

SECTION 7. Any employee who has responded to an emergency where a stress debriefing takes place after the emergency, will be able to attend the debriefing if s/he wishes to. If the employee attends while off-duty s/he shall be compensated at his/her overtime rate. If an employee wishes to attend but is scheduled to work, another employee shall be called in on overtime so the employee may attend. Any employee that may be called in as a result of a stress debriefing shall not receive call in pay.

SECTION 8. Before any contracted Fire Department is called in to assist the Menominee Fire Department, all personnel from the Menominee Fire Department shall be paged.

SECTION 9. In the contract year of 1999/2000 a step machine will be purchased and an Air Dyne cycle. Equipment is available for use by both police and fire department employees.

SECTION 10. Members of the bargaining unit may reside outside the City limits provided their residence is within 5 miles of any City limit in any direction. This includes the State of Wisconsin.

Should the State of Michigan pass legislation which prohibits or restricts municipalities from enacting employee residency requirements; members of the bargaining unit will then also be able to reside in any additional locations allowed by the new law.

SECTION 11. An employee gets to retain one (1) set of department badges and their helmet upon pension retirement, duty disability, or replacement of equipment, provided the helmet is at least one year old.

ARTICLE XVI - WAGES

SECTION 1. Wages shall be as detailed in attached Schedule A.

SECTION 2. Any employee having completed his/her day's work and recalled to work, will be paid two (2) hours call in pay at the rate of base pay times 1.3064 plus his/her overtime classification rate of base pay times 1.9596.

SECTION 3. Any employee not having been notified less than twelve (12) hours in advance to work a full twenty-four (24) hour shift (full tour of duty) will be paid his/her overtime classification rate (base pay times 1.9596) plus two (2) hours call in pay (base pay times 1.3064).

SECTION 4. If an employee is held over his/her regular twenty-four (24) hour tour of duty, he/she will be paid at their overtime classification rate (base pay times 1.9596).

SECTION 5. There will be hourly overtime pay (base pay times 1.9596) each day for attending schools, meetings and training at the city's request over and above their normal working hours up to a maximum of twelve (12) hours. Eighteen (18) hours of compensatory time will be paid for each day an overnight stay is required by the city for attending schools, meetings and training at the city's request, over and above their normal working hours. However, if an individual is sent to school in lieu of a normal shift, or normal work week, then the pay will be at the regular classification rate.

The City will pay mileage as defined in the personnel policy for use of employee's personal car and room cost for overnight travel.

SECTION 6. Any written reprimands which are inserted in an employee's personnel file shall be removed within four (4) years from the date of entry.

SECTION 7. Under any situation which time and one-half is payable, if the department head and employee mutually agree to compensatory time off under the state wage and hour laws, it may be granted. The maximum amount of hours cashed in upon retirement shall be 120 hours.

SECTION 8. Work time lost for injuries on the job, not compensated for by worker's compensation, may be paid for by sick leave. Once the payments are received from the insurance carrier the employee will then no longer receive sick leave payments except for the amount that worker's compensation does not pay. In the event the employee is advanced sick leave and is then compensated for by worker's compensation s/he shall reimburse his/her sick leave account.

ARTICLE XVII - RETIREMENT BENEFITS

SECTION 1. All full-time regular employees will join the Act 345 Menominee Pension System.

SECTION 2. In addition to retirement benefits previously provided, the employee will pay 5.00 percent towards the retirement plan which benefits will include the best three (3) out of five (5) years of service when computing retirement benefits. Effective July 1, 1996 pension benefit shall be increased from 2.50% AFC to 2.75% AFC. Effective August 22, 2000 all current and future retirees shall be eligible to participate in the post retirement excess earnings distribution program as adopted by the Menominee Police and Fire Retirement Board and approved by the Menominee City Council on September 18, 2000.

SECTION 3. Payment made to employees for unused vacation and sick leave shall be included in the final average compensation for retirement purposes.

SECTION 4. Annuity withdrawal: Effective September 1, 1986 employees shall have available to them at voluntary retirement in addition to the retirement option already in place, an annuity withdrawal option as follows:

- (A) Employees will be allowed to withdraw their accumulated contributions (with interest) at retirement and thereby forfeit the portion of their retirement allowances which was financed by their contributions.
- (B) An employee wishing to elect his/her option, must make written application to the Police/Fire Retirement Board no later than one hundred twenty (120) days prior to the effective date of his/her retirement.
- (C) The retirement board shall issue the member's annuity payment within sixty (60) days of the employee's retirement.
- (D) The employee's accumulated contributions interest shall be at the rate published monthly in the Pension Benefit Guarantee Corporation and the mortality used shall be the mortality table adopted by the board for the annual Actuarial Evaluation.

ARTICLE XVIII - TERMS OF AGREEMENT

SECTION 1. This agreement shall remain in effect from July 1, 1999 and remain in full force and effect until June 30, 2002 and shall automatically be renewed under the same terms and conditions for agreed periods thereafter, unless prior to January 1 of the year of termination either party shall give the other written notice of its desire to change its provisions or terminate this agreement. When either party requests such a meeting, a meeting shall be held within two (2) weeks after such request is made.

CITY OF MENOMINEE

**LOCAL NO. 604, AFFILIATED WITH
THE INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS**

BY: Laurie A. Stupak BY: Andy Yates
Mayor President

Date 11/2/2000 Date 10/26/00

BY: Anthony D. Furtak BY: Randy Johnson
City Manager Secretary

Date 10/31/00 Date 10-26-00

SCHEDULE A
TABLE OF ORGANIZATION AND WAGE RATES

POSITION		07-01-99	07-01-00	07-01-01
CAPTAIN	0-6 Months	11.74	12.15	12.55
CAPTAIN	After 6 Months	11.85	12.26	12.66
LIEUTENANT	0-6 Months	11.39	11.78	12.17
LIEUTENANT	After 6 Months	11.53	11.93	12.32
MECHANIC	0-6 Months	11.24	11.63	12.01
MECHANIC	After 6 Months	11.37	11.76	12.15
FIREFIGHTER	0-6 Months	9.32	9.64	9.96
FIREFIGHTER	6 Months-1 Year	9.57	9.90	10.23
FIREFIGHTER	1 Year-2 Years	9.75	10.09	10.42
FIREFIGHTER	2 Years-3 Years	10.35	10.71	11.06
FIREFIGHTER	After 3 Years	10.96	11.34	11.71