

FERNDALE FIREFIGHTERS LOCAL 812 - CONTRACT 2004-2008

AGREEMENT

between

CITY OF FERNDALE

and

FERNDALE FIRE FIGHTERS ASSOCIATION,
LOCAL 812, I.A.F.F., AFL-CIO

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AGREEMENT

THIS AGREEMENT, entered this June 29th, by and between the CITY OF FERNDALE, a municipal corporation, hereinafter referred to as "City", and the FERNDALE FIREFIGHTERS ASSOCIATION, LOCAL 812, affiliated with Michigan State Firefighters Union, and the International Association of Firefighters and AFL-CIO, hereinafter referred to as the "Association".

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the terms and conditions of employment, and to promote the orderly and peaceful resolutions of any dispute arising in this essential public service between the Fire Department employees and the City, for the mutual interests of the City, the employees, the Association, and the Citizens of the City of Ferndale.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements hereinafter contained, IT IS AGREED:

DEFINITIONS

For purposes of this Agreement, definitions shall be as follows:

- ? "*Employees*" shall mean only employees of the Fire Department of the City of Ferndale below the rank of Assistant Chief.
- ? A "*Permanent Employee*" shall be an employee who has completed his probationary period and has been certified by the Fire Chief and the Civil Service Board for status as a permanent employee.
- ? "*Committeemen*", "*Committee*" shall mean the Collective Bargaining Committee of Ferndale Firefighters Association, Local 812.
- ? "*City*" shall mean the City of Ferndale, Oakland County, Michigan.
- ? "*Association*" shall mean the Ferndale Firefighters Association, Local 812, affiliated with the Michigan State Firefighters Union and the International Association of Firefighters and AFL-CIO.
- ? "*Management*" shall mean the Chief and the Assistant Chief of the Fire Department and such other members of the City administrative staff, as designated by the City Council.
- ? "*Seniority*" shall mean that which shall accrue to permanent full-time employees and shall be based upon total continuous service within the Department. Approved leaves of absence without pay and layoffs shall not be cause for loss of seniority; provided, however, such laid-off employees or employees on leave without pay shall not accrue seniority during the actual period of lay-off or leave.
- ? "*Department*" shall mean the Fire Department of the City of Ferndale, Michigan.

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

Section 1.1

- a) The City, pursuant to the authority of Act 336 of the Public Acts of 1947 as amended up to and including Act 379 of 1965, hereby recognizes the Association as the sole and exclusive collective bargaining agency for all its Fire Department employees, excluding the Fire Chief, Assistant Chief, and auxiliary fire personnel in the matter of wages, hours of work, and other conditions of employment.

- b) The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any other such group or organization.

ARTICLE 2 - REPRESENTATION

Section 2.1

- a) The Employees shall be represented by a Committee of three (3) members selected by the Association and such other outside assistance as the Association deems is necessary, not to exceed two (2) in number.
- b) Promptly following the effective date of this Agreement, the Association and the City shall provide to each other a written list of the names and titles of their respective representatives and will, from time to time, provide notice of any change thereto.

Section 2.2 No Discrimination:

- a) There shall be no discrimination against any employee because of his membership in the Association, or because of his acting as an officer or in any other capacity on behalf of the Association.
- b) The City and/or the Association shall not discriminate against any employee, because of age, sex, race, nationality, religious or political belief, or for Association activity.

Section 2.3

- a) Members of the Association's Executive Board, consisting of the President, Vice President and Secretary, shall be afforded reasonable time during regular working hours without loss of pay to fulfill their Union responsibilities of negotiations with the City and preparation for such negotiations.
- b) Union Executive Board members, consisting of the President, Vice President and Secretary, shall each be afforded two (2) duty days per person per contract year without loss of pay for attendance at International Association of Firefighters' conventions, Michigan State Firefighter Union conventions and I.A.F.F. Sixth District meetings.

ARTICLE 3 - JOINT RESPONSIBILITIES

Section 3.1

- a) There shall be no picketing, strikes, concerted failure to report for work, by either feigned or pretense of illness, slowdowns, sit-downs, stay-ins, or stoppages of work, or any lockouts, during the term of this Agreement.
- b) While this Agreement is in effect, there shall be no interruption of fire protection service to the public or any other curtailment. In the event of such interruption or curtailment, the Association shall immediately instruct the involved employees in writing that their conduct is in violation of the Agreement and that they may be disciplined up to and including discharge and instruct all persons to immediately cease the offending conduct. The City reserves the right to utilize all legal remedies available under the law against the Association for any illegal activity under this contract.

Section 3.2

Prior to and during the negotiation of this Agreement each party made certain proposals to the other. Each party hereto agrees that it has withdrawn all proposals made to the other that are not

incorporated in or covered by this Agreement, in whole or in part. The withdrawal of those proposals, in whole or in part, is as much a consideration for this Agreement as is the incorporation therein of matters agreed on. Each party hereto hereby waives any right to require the other to bargain on the subject matter of those proposals, or on any similar proposals or on any other matter that might have been included in or covered by this Agreement, but was not. It is the intention of the parties that this Agreement during its term shall cover all arrangements between the parties concerning wages, hours, and conditions of employment that are to be in effect during the term and that nothing shall be added to the agreement or subtracted from it by amendment, supplemental agreement or otherwise, unless by mutual agreement the parties negotiate and agree upon supplemental items, such agreements shall be attached to and made a part of this Agreement.

Section 3.3

- a) The City will not lock out any employees during the term of this Agreement.
- b) The City shall not interfere with, restrain, or coerce employees either to join or refrain from joining the Association.
- c) The Association shall not force or use the threat of force on an employee either to join or refrain from joining the Association.

Section 3.4

The City shall have the right to discipline up to and including discharge, any employee who instigates, participates in, or gives leadership to any activity herein prohibited, subject to the provisions of the grievance procedures.

Section 3.5

Any agreement reached herein shall in no case supersede or take precedence over the City Charter of the City of Ferndale or the Rules and Regulations of the City of Ferndale Fire Department now in effect and not in conflict with the provisions of this Agreement, governing the operation of the Fire Department and the employees thereof.

Section 3.6

- a) Maintenance of Conditions: Wages, hours and conditions of employment in effect at the execution of this Agreement shall, except as improved herein, be maintained during the term of this Agreement.
- b) Unilateral Changes Prohibited: The City will make no unilateral changes in wages, hours and conditions of employment during the term of this Agreement either contrary to the provisions of this Agreement or otherwise without first giving notice to the Union and giving it an opportunity to bargain thereon.

ARTICLE 4 - UNION DUES & INITIATION FEES

Section 4.1

Payment by check-off - effective the second pay period following the signing of the agreement. Employees who are members of the Ferndale Firefighters Association, Local 812, shall tender the initiation fee and monthly membership dues by signing the Authorization for Payroll Deduction Form, said forms to be provided by the Association.

Check-Off Form: During the life of this Agreement and in accordance with the terms of the form of "Authorization for Payroll Deduction," dues levied in accordance with the constitution and by-laws of the Association shall be deducted from the pay of each employee who executes the following "Authorization for Payroll Deduction" form:

FERNDALE FIREFIGHTERS ASSOCIATION LOCAL 812 AUTHORIZATION FOR PAYROLL DEDUCTION		
BY: _____ (Please Print)		
Last Name	First Name	Middle Name
TO: _____, Employer City of Ferndale		
Effective _____, I hereby request and authorize you to deduct from my earnings the current initiation fee being charged by Ferndale Firefighters Association, Local No. 812 and effective the same date to deduct from my earnings each month a sufficient amount to provide for the regular payment of the current rate of monthly Association dues, as certified by the Association.		
The amount deducted shall be paid to the Treasurer of the Association of Local 812. This authorization shall remain in effect unless terminated by me by written notice, to the Association and Employer within thirty (30) days immediately preceding the termination date of the existing Agreement, or termination of my employment.		
_____ Employee's Signature		
_____ Street Address		
_____ City and State		

Section 4.2

- a) The parties recognize that all employees covered by this Agreement should pay their fair share of the cost of negotiating and administering the Agreement. It shall be a continuing condition of employment that all employees covered by this Agreement shall either maintain membership in the Union by paying the Union's uniform dues, or shall pay a collective bargaining service fee, regular monthly dues, for the cost of negotiating and administering this and succeeding agreements, on or before the 30th day following the effective date of this Agreement, and thereafter on or before the 30th day following date of hire.
- b) The Employer will advise each new employee, and any person rehired, reinstated or transferred into the Fire Department, excepting only the Fire Chief and the Assistant Fire Chief, that in the event that such new employee or person refrains from joining the Union,

he is nevertheless obligated as a condition of employment to pay an Agency Fee equivalent to the Association's regular monthly dues as a contract administration charge, and that failure to do so is cause for discharge.

Section 4.3

Any employee who has failed to either maintain membership or pay the requisite Agency Fee shall not be retained in the bargaining unit covered by this Agreement; provided, however, no employee shall be terminated under this Article.

- a) The Union has notified him by letter addressed to his address last known to the Union spelling out that he is delinquent in payment of dues or fees, specifying the current amount of delinquency, and warning the employee that unless such amount is tendered within ten (10) calendar days, he will be reported to the City for termination from employment as provided for herein; and,
- b) The Union has furnished the City with written proof that the foregoing procedure has been followed or has supplied the City with a copy of the notice that the employee has not complied with such request. The Union must further provide the City with written demand that the employee be discharged in accordance with this Article and provide to the City, in affidavit form signed by the Union Treasurer, a certification that the amount of the delinquency does not exceed the collective bargaining service fee including, but not limited to, the cost of administering and negotiating this and succeeding agreements.

Section 4.4

The Union agrees to save the City harmless from any action growing out of dues deductions, commenced by any employee or other person against the City or its officials and will assume full responsibility for the disposition of the funds so deducted once they have been turned over to the authorized responsible Union official.

Section 4.5

The Union shall provide for refund of pro-rata portions of dues payments and Agency Fees to employees who object to the use of those portions of funds for political or ideological purposes. Such provision shall be made in the Union's by-laws.

ARTICLE 5 - SENIORITY

Section 5.1

A new employee shall be a probationary employee without seniority until he has been employed and actively at work for one (1) year at the end of which period he shall be entered on the department seniority list as of the first day of his employment. A probationary employee may be laid off or terminated at the discretion of the Fire Chief without recourse to the grievance procedure. An employee laid off or terminated during his probationary period and rehired within six (6) months following his last day of work will be considered to be completing the probationary period which he has previously started. An employee who completes his probationary period in this manner, shall be credited with one (1) year's seniority retroactively from the day he completes his probationary period for the purpose of determining his date of employment and position on the department seniority list. An employee rehired after six (6) months will be considered as a new employee and will begin a new probationary period.

Section 5.2

- a) Seniority shall accrue to permanent full-time employees and shall be based upon total continuous service with the Department. Approved leaves of absence without pay and layoffs shall not be cause for loss of seniority; provided, however, such laid-off employees or employees on leave without pay (except military leave), shall not accrue seniority during the actual period of layoff or leave.
- b) Each employee, upon the completion of his probationary period, shall be placed on the seniority list as provided in the paragraph above.
- c) Seniority (employment) shall terminate if an employee:
 - 1. Resigns or retires.
 - 2. If discharged for just cause.
 - 3. If he is laid off for a period equal to his seniority at the time of layoff, or three (3) years, whichever is lesser.
 - 4. Separation upon settlement covering total disability.
- d) **Layoffs:** When there is an indefinite reduction of the working forces, the following procedure shall govern in making layoffs (*Nothing herein shall prevent the Association and the City from negotiating reduced work schedules to curtail layoffs):
 - 1. Probationary employees shall be laid off next, in any order.
 - 2. If additional layoffs are necessary, seniority employees shall be laid off in the order of their seniority, with employee having the least amount of service being laid off first.
- e) **Recalls:** Recalls from layoff shall be by order of seniority provided the employee is able to perform the work required.
 - 1. Employees on the seniority list when recalled to work shall be given ten (10) calendar days advance notice in which to report for work. Recalls shall be made by certified mail. Copy of notices shall be given to the Committee.
 - 2. If any employee fails to report within five (5) calendar days after being notified, and fails to give a satisfactory explanation for not reporting, he will be considered as having voluntarily quit.
 - 3. When employees are called to work or laid off, the Committee shall be given the names and order of calling or laying off.
- f) Employees shall notify the City of their proper post office address or change of address. The City shall be entitled to rely upon the address shown upon its records for all purposes.
- g) Any employee who is promoted or transferred out of the bargaining unit but who continues as an employee of the City shall retain his department seniority in the event he is returned by the City to the unit. This shall apply to future promotions or transfers.
- h) A current seniority list will be maintained by the Employer. A copy of the seniority list will be furnished to the local Association Committee.
- i) Seniority rights shall commence from the first day the employee is placed on probationary status as an employee. However, seniority will not be credited to the employee until he completes the required probationary period (1 year).

Section 5.3

In the event more than one employee is hired on the same date and it becomes necessary to determine who is most senior for purposes of layoffs, promotion or the like, seniority shall be

awarded to the employee who has:

1. The first date of employment (placed on the payroll of the City of Ferndale).
2. The highest entrance test score (final cumulative score).
3. The earliest dated employment application form.

ARTICLE 6 - GENERAL PROVISIONS

Section 6.1

The cost of the printing and distribution of this Agreement shall be shared equally by the parties.

Section 6.2

This Agreement shall supersede all prior Agreements, and incorporate all provisions negotiated and agreed upon.

Section 6.3

Any employee that either does, or may, as part of his employment, operate a City-owned motor vehicle must provide proof of a valid Michigan operator's license to his Supervisor. Any change in such status must be reported immediately to the Supervisor. Failure to provide proof or report a status change may result in discipline, including discharge.

Section 6.4

The leaves provided in this Agreement may be temporarily suspended during any period of emergency declared by the City.

Section 6.5

The Fire Chief may authorize in-service training programs with pay for employees to take schooling in the interests of the City.

Section 6.6

When any seniority employee is required to serve on a jury, or is subpoenaed as a witness, he will be excused from his regular duties on the days he is required to and does appear in court, except that on such days the employee will be required to work all scheduled hours during which his attendance in court is not necessary. The City will pay such employee for time actually lost from his scheduled work hours less his jury or other fees received for such days.

Section 6.7

Effective October 1, 1980, the City shall pay for time in which an employee is required to appear, while off duty, in court on duty-related matters at the wage rate of time and one-half (1-1/2).

Section 6.8

The City agrees to furnish a bulletin board at each Station for the use of the Association. The Association agrees to maintain it in good repair. The bulletin board is to be used only for notices of Association meetings, Association elections and results, and social functions in connection with the Local Association. Any other notices the Association desires to post must be approved by the Fire Chief before being posted. The Association shall designate a person who shall be responsible for all notices posted on the board and notify the City of the name of such designee.

Section 6.9

- a) The City agrees to maintain sanitary, safe and healthful station quarters and safe equipment.
- b) The City will maintain adequate and suitable first aid facilities.
- c) Employees covered hereby, in the performance of their jobs, shall at all times use safety devices and protective equipment which may be furnished to them hereunder and will comply with the safety, sanitary and fire regulations issued by the City.

Section 6.10

- a) Checks may be issued in advance only with the approval of the Department head.
- b) Requests for vacation payroll advances must be approved by the Department head.

Section 6.11

All injuries, whether incurred on or off duty and no matter how slight, must be reported either to the Employer, immediate supervisor or department head. On-duty injuries are to be reported on the day injuries occur. Off-duty injuries are to be reported no later than the employee's first day of work after the injury. In the case of compensable injuries, an employee is required to go to doctors designated by the City or its insurance carrier.

Section 6.12

Prescription eye glasses (including contact lenses) damaged or destroyed while the employee is performing assigned duty (in the line of duty) and reported the day damage or destruction occurred, will be repaired or replaced at City expense. This does not include any expense incurred by employee for re-examination of eyes to determine propriety of prescription.

Section 6.13 Uniforms/Equipment

- a) The following items of equipment shall be furnished by the City and remain under its ownership:
 - ? Firefighter's helmets
 - ? Headliners
 - ? Rubber boots
 - ? Rubber coat
 - ? Gloves
 - ? Badge uniform cap
 - ? Night pants and night boots
 - ? Spanner belt
 - ? Spanner wrench
 - ? Department Rules & Regulations Book
 - ? Drill manual
- b) **Uniform Allowance** - Effective July 1, 1997, Fire fighting employees who are required to wear and continuously maintain prescribed items such as uniform clothing will be granted a three hundred dollar (\$300.00) per year line of credit with a mutually agreed upon vendor. Unused credit not utilized during the fiscal year will not be allowed to accumulate. All firefighters are required to purchase a dress uniform.
- c) In addition to the above uniform clothing allowance of \$300 per year with a vendor, each

employee shall receive an individual payment of \$150. This payment shall be made to each employee on the first pay in July of each year. It is understood that this \$150 is being paid for the purpose of applying toward the purchase of prescribed items of uniform clothing.

Section 6.14 - Cleaning allowance

- a) The Fire Marshal shall receive a cleaning allowance in the sum of **\$225** to be paid in each year of the contract, payable with the first pay in June of each year.
- b) Effective July 1, 1997, the City shall provide to each 24-hour employee a uniform cleaning allowance of **\$200** per year.

Section 6.15

The employees of the Department shall be required to perform basic maintenance functions on hydrants in the City of Pleasant Ridge at least four (4) but no more than five (5) times per year. Such maintenance shall be limited to determining whether a given hydrant is inoperative as a result of ice in the hydrant and, if so, to place the hydrant in operation by thawing and pumping it out and to insure that the hydrant bottom valve is not leaking. The maintenance work does not include painting or mechanical repairs.

Section 6.16

- a) The City of Ferndale shall provide liability insurance which will (or the City will become a self-insurer), with no deductible charged to the employee, protect the employees covered by this Agreement from losses resulting from any negligent actions taken during the course of and in performance of his/her official duties.
- b) The City shall indemnify any employee covered by this Agreement against all claims, liabilities, civil lawsuits and judgments an employee becomes subject to and liable for by reason of any action alleged to have been taken, omitted or neglected by him/her in the course of his/her employment. The City shall provide legal counsel for any employee covered by this Agreement for representation in any civil lawsuit arising from any action alleged to have been taken, omitted or neglected by him/her in the course of his/her employment.
- c) The right of indemnification provided herein shall not be exclusive of any rights to which any member may otherwise be entitled by law.

Section 6.17 - Rules and Regulations

- a) The parties hereto agree that representatives of the City and Union shall continue to meet for the purpose of formulating mutually acceptable work rules and department regulations.
- b) The subject matter of such rules and regulations, by way of illustration, include but are not limited to, the formation of a Safety Committee, the development of a work routine for all holidays, an employee grooming code, the right of employees to assume other non-conflicting employment, the cleaning of fire equipment upon return from an alarm, the trading of time between employees, and employees' off-duty dress.

ARTICLE 7 - MANAGEMENT RESPONSIBILITY

Section 7.1

- a) It is recognized that the management of the Department, the control of its properties and

the maintenance of order and efficiency, is solely a responsibility of the City. Other rights and responsibilities belonging solely to the City are hereby recognized, prominent among which but by no means wholly inclusive are: the rights to decide the number and location of its facilities, stations, etc., work functions to be performed, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials, and the right to purchase services of others, contract or otherwise, to enter mutual aid pacts with other communities, and expressly reserves the right to establish and maintain Rules and Regulations governing the operation of the Fire Department and the employees therein, providing that such Rules and Regulations are not in conflict with this Agreement.

- b) It is further recognized that the responsibility for the management of the Department, the selection and direction of the working forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer, in accordance with Civil Service rules and regulations, to relieve employees from duty because of lack of work or for other legitimate and reasonable reasons is vested exclusively in the City.

ARTICLE 8 - GRIEVANCE PROCEDURE

Section 8.1

Should a difference arise between the City and the Association or individual employee as to the meaning or application of this Agreement, it shall be settled in accordance with the grievance procedure set forth below. An employee may have recourse to the grievance procedure or the procedures established under the City's Civil Service System, but he/she may not have recourse to both. An employee who signs a grievance form shall, by that act, signify that he/she waives all rights that he/she may have under Civil Service. (The grievance form shall contain this statement.)

Step 1. Any employee having a grievance shall first take up the matter with his immediate supervisor or other designated supervisor as the case may be. If not settled, it shall be discussed with the committeeman and shall be reduced to writing and signed by grievant. Any grievance not submitted in writing within five (5) calendar days (excluding Saturdays, Sundays and holidays) of its occurrence shall be considered automatically closed.

Step 2. The written grievance shall be discussed between the committeeman and the Assistant Chief or, in his absence, follow STEP 3. The Assistant Chief shall give his written decision within five (5) calendar days (excluding Saturdays, Sundays and holidays) of receipt of the written grievance.

Step 3. In the event the grievance is not settled in STEP 2, a written grievance shall be made to the Fire Chief. The decision of the Fire Chief shall be given in writing within ten (10) calendar days (excluding Saturdays, Sundays and holidays) of the end of the meeting unless the time is extended by mutual agreement. The Chief in his response shall indicate whether the grievance is economic or non-economic.

Step 4. If the grievance is an economic grievance, the grievance shall be submitted to the City Manager by the Secretary or the President of the local Association. If the grievance is not so submitted within five (5) days (excluding Saturdays, Sundays and holidays), it will be

considered closed on the basis of the last disposition.

- a) The City Manager will set a time and place for a meeting on the grievance with the aggrieved party and representative of the Association.
- b) The City Manager will submit within twenty (20) calendar days his decision in writing to the local Association.
- c) Appeal of the City Manager's decision on a grievance submitted by an employee must be appealed to arbitration within ten (10) calendar days from date of decision.
- d) Appeal of the Fire Chief's decision on a non-economic grievance submitted by an employee must be appealed to arbitration within ten (10) calendar days from date of decision.

Step 5 - Arbitration: Any unresolved grievance which involves the interpretation, application or enforcement of any specific Article and Section of this Agreement or any written supplementary agreement and which has been fully processed through the grievance procedure, may be submitted by either party within ten (10) days (excluding Saturdays, Sundays and holidays) to final and binding Arbitration. The party seeking arbitration shall contact the American Arbitration Association or the Federal Mediation and Conciliation Service for the selection of the arbitrator, and the conduct of the proceedings shall be in accord with the voluntary rules of the American Arbitration Association.

1. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of this Agreement and he shall be without power and authority to make any decision:
 - a. Contrary to, or inconsistent with, or modifying, varying, adding to or subtracting from in any way, the terms of this Agreement.
 - b. Concerning the discipline or discharge of employees for engaging in a strike, slowdown or stoppage of work who exercises his right under Section 6 of Act 336 as amended by Act 379 of the Public Acts of 1965, except that the Arbitrator shall have the right to examine as to whether the employee did or did not participate in the questioned activity. However, if the employee pursues his rights under the law, this provision shall not be applicable, and vice versa.
2. There shall be no appeal from the arbitrator's decision if made in accordance with his jurisdiction and authority under this Agreement. The arbitrator's decision shall be final and binding on the City, on the employee or employees, and on the Union. The arbitrator shall submit his decisions in writing, within thirty (30) days after conclusion of hearings.
3. The expense of the arbitrator shall be shared equally by the parties. The aggrieved and his local representative shall not lose pay for time off the job while attending the arbitration proceedings.
4. Except as provided herein by letter or agreement between the parties, the parties understand and agree that in making this contract they have resolved for its term all bargaining issues which were or which could have been made the subject of discussion. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this Agreement and any supplemental agreements which are or may become part of this Agreement and which are not excluded from arbitration.

Section 8.2

Any grievance not appealed from a decision in one of the steps of the above procedure to the next step as prescribed shall be considered dropped. The City shall be authorized by this procedure to file grievance against the Association.

Section 8.3

Authorized committeeman shall be paid for time lost during working hours in attending grievance meetings with City representatives. A member of the committee will be permitted to leave his job, upon request, and after receiving approval by his supervisor, for the purpose of investigating a grievance within the Fire Department. Such committeeman shall report to his supervisor upon completion of his investigation. Whenever possible, grievance investigation shall be handled after 5:00 p.m.

Section 8.4

Any complaints involving discharge or disciplinary action must be filed in writing within two (2) consecutive calendar days (excluding Saturdays, Sundays and holidays), and the Fire Chief shall render a decision within two (2) consecutive calendar days(excluding Saturdays, Sundays and holidays) of its receipt. The Committee of the Association shall be notified in writing of any discharge or disciplinary action involving suspension from duty.

Section 8.5

Any employee who is reinstated after discharge and/or disciplinary layoff shall be returned to the same work, if available, or work of a similar class at the same rate of pay, or as may be determined by the Civil Service Board, as the case may be.

Section 8.6

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate, less any compensation he may have received during the employee's scheduled duty hours from any source of employment during the period in question.

Section 8.7

All layoff and recall notices and notice of disciplinary and discharge action taken and the reasons therefor shall be in writing.

Section 8.8

A written memorandum of understanding reached between the Fire Chief and Committee is binding on all workers affected and cannot be changed by any individual during the term of this Agreement.

Section 8.9

In the event there are grievances or other matters to be considered, at the request of the Committee, a meeting between the Committee and the Fire Chief shall be held when mutually agreed upon.

ARTICLE 9 - LEAVES OF ABSENCE

Section 9.1

- a) Except as otherwise provided, a leave of absence without pay may be granted to a full-time permanent employee for a period not to exceed one (1) year, provided that said employee has filed a written application with the Civil Service Board. No leave of absence shall be granted to any employee with less than one (1) years' service or within ninety (90) days from reinstatement on return from layoff.
- b) Upon expiration of the leave, the employee shall be reinstated to the position held before the leave was granted.
- c) The Civil Service Board shall review each written request for leave and such leave shall be granted only when it will not result in undue prejudice to the interest of the City as an employer beyond any benefits to be realized. No leave will be granted for the purpose of permitting employment with another employer or to be self-employed.

Section 9.2 - Military leaves

Leaves of absence without pay shall be granted to any full-time regular employee who is inducted into or volunteers in the Armed Forces of the United States for training or service. Said leave of absence shall be for the duration of such time required for such purpose, and for a longer period following the period of actual service, to be decided by the Civil Service Board. Upon termination of such service or at any time during the period decided by the Civil Service Board following such service, the employee shall have the right to return to his position, provided the position still exists and the employee is still otherwise qualified. If the employee is unable to return to the position within ninety (90) days following discharge, it shall be within the discretion of the Civil Service Board as to the length of time the position shall be held open for him. Such employee shall not suffer any loss of seniority or demotion of any kind whatsoever. Vacancies resulting from military service leaves granted shall be filled only on a temporary basis.

Section 9.3

- a) No member of the Division shall be absent from duty, other than for regular leaves, furloughs, or sick leave, without a leave of absence from the Chief. Requests for leaves of absence other than regular leaves and furloughs shall be limited to the following causes:
 - 1. Sickness or injury to a member that will prevent his performance of the duties of his office.
 - 2. Leave to attend a fire college or other schools of instruction of benefit to the Division.
 - 3. Death or serious illness in his immediate family. In the absence of the Chief the company officer shall have the authority to grant leaves for the above-mentioned reasons.
 - a) A man's immediate family shall be considered as follows:
 - i. His wife, children, father, mother, brother, sister, brother's wife, sister's husband, grandchildren and grandparents.
 - ii. His wife's father, mother, brother, sister, grandparents or other relatives living in the same household.
 - b) Leave of absence for this cause shall not exceed five (5) calendar days with pay.
- b) In all other cases, when requesting leave, a member shall arrange to have his position filled by a member of the off-duty company.

Section 9.4 Absence without Leave

- a) Any absence of an employee from duty including any absence for any single day or part of a work day that is not authorized by a specific grant of leave of absence under the provisions of these rules, shall be deemed to be an absence without leave. Any such absence shall be without pay and may be subject to disciplinary action. In the absence of such disciplinary action, an employee who absents himself for three (3) consecutive calendar days without leave shall be deemed to have resigned. Such absence may be reconciled by a subsequent grant of leave, if the conditions warrant.
- b) If, for some legitimate reason, an employee is unable to report for work at the established time set by the City of his particular shift to begin, the supervisor on duty shall be notified at least 30 minutes beforehand. Failure to do so may result in disciplinary action up to and including discharge.
- c) If an employee gives a false reason to obtain a leave, he shall be subject to disciplinary action up to and including discharge.

ARTICLE 10 - HOURS OF WORK

Section 10.1

Hours of work are governed by the City of Ferndale Charter, Chapter XX, Section 5 C (a) as amended, effective date July 1, 1961, and pertinent State Statutes. Employees shall be regular in their attendance and observe the working hours established by the department regulations. Regulations pertaining to tardiness are established by the department manual or policies.

Section 10.2

The City will pay a minimum of two (2) hours overtime at one and one-half the employee's hourly rate (based upon 2760 hours) for any call-back time authorized by the officer in charge.

Section 10.3

Employees who are required by the City to attend EMT schooling outside their regular duty days, shall receive time and one-half hourly rate for all such hours spent in schooling. However, such time shall not be included in determining hours actually worked for purposes of overtime premium pay.

ARTICLE 11 - ECONOMIC PROVISIONS

Section 11.1

The wage and salary schedules shall be revised to reflect increases of 1.0%, 1.5%, 2.0%, and 2.0% for fiscal years 2005 through 2008, respectively, per the following:

7/1/04-6/30/05

<i>ANNUAL</i>	Start	6 mon.	1 year	2 yrs	3 yrs	4 yrs
Firefighter	42,011		44,531	47,203	50,036	53,037
Engineer	55,955					
Sergeant	56,920	58,343				
Marshal	64,389	65,873	67,435	70,595		
Lieutenant	62,613	64,178				
Captain	68,874	70,595				

FERNDALE FIREFIGHTERS LOCAL 812 - CONTRACT 2004 - 2008

7/1/05-6/30/06

ANNUAL	Start	6 mon.	1 year	2 yrs	3 yrs	4 yrs
Firefighter	42,641		45,199	47,911	50,787	53,833
Engineer	56,794					
Sergeant	57,774	59,218				
Marshal	65,355	66,861	68,447	71,654		
Lieutenant	63,552	65,140				
Captain	69,907	71,654				

7/1/06-6/30/07

ANNUAL	Start	6 mon.	1 year	2 yrs	3 yrs	4 yrs
Firefighter	43,494		46,103	48,869	51,802	54,910
Engineer	57,930					
Sergeant	58,929	60,403				
Marshal	66,662	68,199	69,816	73,087		
Lieutenant	64,823	66,443				
Captain	71,305	73,087				

7/1/07-6/30/08

ANNUAL	Start	6 mon.	1 year	2 yrs	3 yrs	4 yrs
Firefighter	44,364		47,025	49,847	52,839	56,008
Engineer	59,088					
Sergeant	60,108	61,611				
Marshal	67,995	69,563	71,212	74,549		
Lieutenant	66,119	67,772				
Captain	72,731	74,549				

Section 11.2 A/EMT Pay

- a) Effective July 1, 1999, licensed Advanced Life Support - Emergency Medical Technicians on ambulance detail shall be compensated at the rate of 5.5% of their base wage per year. This will be subject to prorating depending upon the length of time the employee is assigned ambulance detail during the fiscal year. The base wage in effect for the time worked will be used to compute the payment. The amount shall be increased to 5.75% of their base wage effective 7/1/2000, 6.0% of their base wage effective 7/1/2001, 6.25% of their base wage effective 7/1/2002, and 6.5% of their base wage effective 7/1/2003.
- b) Advanced Life Support - Emergency Medical Technicians not regularly assigned to ambulance duty shall receive an annual certification bonus of \$200.
- c) The ALS - EMT Coordinator shall receive an annual bonus of \$1,500. Beginning with the August 2006 payment, the annual bonus shall be \$3,000.
- d) All A/EMT pay shall be paid the second pay in August of each year, for the prior fiscal year.

Section 11.3 Retirement

All matters pertaining to retirement provisions for members of the department shall be as stipulated in the Ferndale Police and Firemen Retirement System (City of Ferndale Charter,

Chapter XIXB, herein incorporated by reference) with the following amendments:

- a) Pension Contribution:
 1. Effective July 1, 1994, the employee's contribution to the Pension Savings Fund, Section 33 of the Retirement System, (currently three and 44/100 percent (3.44%) of the employee's compensation paid by the City) shall be reduced by one-half percent (0.5%). Effective June 30, 1995, the employee's contribution shall be reduced an additional one-half percent (0.5%) and effective June 30, 1996 shall be further reduced by one-half percent (0.5%).
 2. Effective October 1, 1997, with the implementation of the increased pension multiplier to 3%, the Union agrees to increase the employee pension contribution an additional 2.97%. This would bring the current employee pension contribution of 1.94% to a total of 4.91%. This increased pension contribution reflects the actuarial costs of the improved benefit increasing the pension multiplier to 3.0% as certified by the fund's actuaries on May 22, 1997.
 3. Effective 7/1/99, the employee pension contribution towards a 3.0% annuity factor shall be a fixed rate of 5.35%.
 4. Compensation as herein defined shall include regular salary, overtime pay, longevity pay and holiday pay.
- b) An employee shall, after ten (10) years of credited service, acquire a vested interest in and rights to a pension under the Retirement System.
- c) The "Rule of 75" formula, whereby regular retirement is permitted upon attaining any combination of age and years of service which equal 75 with a minimum of 25 years of service, shall remain in full force and effect.
- d) Section 20 (a) of the Retirement System shall be modified as follows:
 1. Effective October 1, 1983, the maximum years of credited service shall not exceed thirty (30) years.
 2. Effective July 1, 1990, the annuity factor upon which the employee's pension is computed relating to years of credited service shall be computed for a straight life pension at two and 50/100 percent (2.50%) of his final average compensation, multiplied by the number of years of credited service.
 3. Effective October 1, 1997, the annuity factor shall be three percent (3.0%) for the first twenty-five (25) years of service. And one percent (1.0%) for each year in excess of twenty-five (25) to a maximum of thirty (30) years of service. The maximum benefit shall not exceed eighty percent (80%) of Final Average Compensation.
- e) Effective October 1, 1980, the 70% limitation on pension benefits shall be removed.
- f) Effective July 1, 1988, all employees shall have the right to make a post-retirement election that will allow the employee to revert to a straight life pension pursuant to the pension system where the employee had initially elected either Option 1 or Option 2. The right to make this post-retirement election shall be contingent on the death of the employee's named beneficiary. The cost for this post-retirement election shall be the sole responsibility of the employee and shall be determined by the City's actuary, at time of election.
- g) Effective July 1, 1990, Chapter XIXB, Section 29(a)(2) of the City Charter shall be amended to provide that the widow of the deceased person shall receive a pension of seventy percent (70%) of final average compensation. A widow's pension shall terminate upon her

remarriage or death, and shall be subject to subsection (b) and to Section 30.

- ? Chapter XIX B, Section 29(a)(3) of the City Charter shall be amended to provide that if, in addition to a widow, the deceased person leaves an unmarried child or children under age 18 years, each such child shall receive a pension of an equal share of five percent (5%) of his final average compensation. Upon a child's adoption, marriage, death, or attainment of age 18 years, whichever occurs first, his pension shall terminate and the Board shall redistribute the shares of five percent (5%) of the deceased person's final average compensation to his remaining eligible children under age 18 years.
- ? Any pensions payable under this paragraph shall be subject to subsection (b) of this section and to section 30.
- ? Effective July 1, 1997, an unmarried member shall have the right to designate a beneficiary eligible to receive the same benefit as the spousal portion of a married member.
- ? All other Sections of Chapter XIX B shall remain in effect.
- h) Effective July 1, 1994, on the occurrence of a non-duty related death to an employee with a minimum of ten (10) years of service, the employee's spouse shall receive an "Option 2," straight life pension benefit, based upon the employee's years of credited service multiplied by the appropriate annuity factor.
- i) Effective July 1, 1993, members of the retirement system who are eligible to receive pension benefits may, at the time of their retirement, withdraw their contributions to the pension system including interest attributable to such contributions, provided that in such event, the amount of their pension benefit shall be reduced accordingly.
- j) Employees who are vested in the pension plan and who are terminated for just cause, and the discharge is subsequently upheld through the grievance arbitration procedure if sought, or who voluntarily resign to seek or take gainful employment elsewhere, and have less than twenty (20) years of service, will not receive paid medical insurance benefits at such time that they begin receiving their pension benefit from the City. This does not affect the employee's receipt of a pension benefit by virtue of their vested status nor does this apply to a member who must leave the employ of the City due to either a duty or non-duty related disability retirement.

Section 11.4 - I.C.M.A.

Each member of the bargaining unit shall have the right to participate in the City's Deferred Compensation Program, which is more commonly referred to as the I.C.M.A. Plan.

Section 11.5 - Engineer Pay

The engineer differential of five and 50/100 percent (5.5%) above the full paid firefighter base wage is included in the salary schedule for employees of that classification.

Section 11.6 - Differential Moratorium

The parties agree that the EMT differential (Section 11.2) and Engineer differential (Section 11.5) above shall not be increased or decreased for ten (10) years, until June 30, 1999. The parties agree that neither shall alter, attempt to alter, add to or attempt to add to, through negotiations, arbitration or court or administrative action, any provision or practice relating to these EMT and Engineer differentials, unless mutually agreed to do so by the parties.

Section 11.7 - Food Appropriation

- a) Effective July 1, 1999, the City will make an appropriation in the amount of \$21,557 to be used exclusively for the purpose of acquiring food for the personnel of the Fire Service. The amount shall be increased 4% per year as follows: effective 7/1/2000 - \$22,419, effective 7/1/2001 - \$23,316, effective 7/1/2002 - \$24,249, and effective 7/1/2003 - \$25,219.
- b) Said food allowance is to be paid at the rate of one-twelfth (1/12) of the aforesaid amount on or about the first (1st) of each month during the life of this Agreement, payable jointly to the Fire Chief and a member of the bargaining unit to be designated.

Section 11.8 - Tuition Reimbursement

- a) The City will reimburse an employee for college tuition costs for courses approved by the Fire Chief or his designated representative. The amount of money which an employee can be reimbursed shall not exceed Seven Hundred Fifty (\$750.00) Dollars during any one (1) fiscal year of the City. In order for an employee to be eligible for said reimbursement, the employee must present proof that he attended the course and that he obtained a grade of at least a "C" or better.
- b) The seven Hundred Fifty (\$750.00) Dollars for tuition reimbursement as spelled out in paragraph (a) above, can also be used to offset the employee's costs for attending courses associated with obtaining a certificate for Fire Fighter I and II or Fire Officer I, II, and III.

Section 11.9 - Hazardous Material Premium Pay

Effective May 1, 1998, employees of the Ferndale Fire Department that participate as members of the Oakway/Ferndale Fire Department's Hazardous Material Response Team shall receive an annual premium payment of two percent (2.0%) of their base salary. This payment shall be made in the first pay period of May of each year and is for service on the HazMat Team for the previous twelve months commencing May 1, 1997. Should a member fail to serve on the team for a full twelve months, the payment shall be made on a pro-rated basis.

ARTICLE 12 - LONGEVITY PAY

Section 12.1

- a) All employees covered by this Agreement having completed five or more years of continuous service shall be eligible to receive longevity pay. Longevity pay will be based upon the length of service each employee has accumulated as of the employee's date of hire and the longevity percentage will be applied to the base pay (excluding overtime and holiday pay) the employee is receiving on the day longevity is earned, which is the employee's date of hire. Beginning in 1997, longevity payments for employees hired before April 18, 1994 shall be calculated as a percentage of the July 1, 1997 base pay for their position, so that in 1998 for example, a fire fighter who has completed ten (10) years of service shall receive 4% of a fire fighter's base pay as of July 1, 1997, and so forth. The longevity percentages are as follows:
 - 1. Two percent (2%) after completion of five (5) years of service.
 - 2. Four percent (4%) after completion of ten (10) years of service.
 - 3. Six percent (6%) after completion of fifteen (15) years of service.

- 4. Eight percent (8%) after completion of twenty (20) years of service.
- b) During the Agreement year in which an employee retires under one of the City's retirement plans, the employee shall be entitled to receive, at the time of the annual payment of longevity, a prorated portion of the longevity pay based upon days worked (excluding overtime and holiday pay).
- c) All longevity compensation is subject to deduction for income tax and retirement benefits.
- d) Employees hired after the ratification of the 1993-1996 Agreement (April 19, 1994) shall receive annual longevity payments based upon the following schedule:

After completion of five (5) years of service	\$ 250
After completion of ten (10) years of service	500
After completion of fifteen (15) years of service	750
After completion of twenty (20) years of service	1,000
After completion of twenty-five (25) years of service	1,500

ARTICLE 13 - HOSPITALIZATION, GROUP LIFE, DENTAL, & OPTICAL INSURANCE

Section 13.1 Hospitalization

- a) Persons retired as of June 1, 1991 will be provided with Blue Cross-Blue Shield hospitalization insurance or the equivalent of such insurance, under the family plan of the Michigan Hospital and Michigan Medical services, known as Comprehensive Hospital and MVF-2. As soon as can be arranged, each employee and person who retires after June 1, 1991, will be provided with Blue Cross-Blue Shield hospitalization insurance, or the equivalent of such insurance, under the family plan of the Michigan Hospital and Michigan Medical Services, known as Comprehensive Hospital and MVF-2 plan with Blue Preferred Plan riders Trust 15, Plus 15 and APDBP. In the event of a proposed change of the insurance carrier, the Association shall be notified and consulted not less than 60 days prior to change.
- b) Each employee will be provided with hospital and medical insurance for the employee and the family members. Such hospital insurance shall include a \$10/\$40 (generic/brand) deductible prescription rider and the MM-4 rider.
 - ? Employees hired after April 18, 1994 shall be provided with hospitalization and medical insurance for him/herself and family members. Such hospitalization insurance shall be the same as the coverage provided to employees hired before the ratification except that the coverage shall include the MMI Rider and prescription drugs shall be covered under the MM1 Rider. Effective July 1, 1997, coverage shall include a Ten Dollar (\$10.00) deductible prescription rider. Effective July 1, 2004, or as soon as can be arranged, coverage shall include a \$10/\$40 (generic/brand) deductible prescription rider.
- c) Any employee who transfers medical coverage to the medical insurance provided by his spouse and signs an Affidavit that he and his family are covered by adequate medical insurance, shall be paid, on the first full pay period ending after July 1 of each year, a lump sum payment in the amount of Two hundred dollars (\$200.00) per month for each month that he remains outside the City Program. It is understood that this provision is contingent on obtaining assurances from the insurance carrier that employees will be able to promptly reinstate insurance coverage if their spouses lose insurance coverage (i.e., on the first day of the succeeding month or some similar, mutually-agreeable period).

Section 13.2 Life Insurance

Each permanent employee and retiree will be provided with a Group Life Insurance policy: having a face value of Forty Thousand Dollars (\$40,000.00), which shall be reduced to Ten Thousand Dollars (\$10,000.00) upon retirement. The City shall pay the employees' share of the premiums. Employees covered by this Agreement may, if they so desire, sign an authorization card and be provided with an additional Four Thousand Dollars (\$4,000.00) of Life Insurance value to be paid at their own expense by payroll deduction. This additional insurance shall take effect only after receipt of the signed authorization card by the employee covered by this Agreement.

Section 13.3 Change in Dependent(s)

- a) The employee is responsible for notifying the City of any change in his dependents within thirty (30) days from the date of occurrence.
- b) The notice must be submitted on appropriate "Enrollment – Change of Status" forms and given directly to the Personnel Office.
- c) The Employee will be given a signed and date-stamped receipt for submitting the form.
- d) If an employee does not notify the Personnel within the time limits:
 1. The employee will be responsible for paying the dependent's monthly coverage at COBRA rates, in the case of a dependent who should have been dropped, or
 2. The employee will not be able to add the dependent until open enrollment, in the case of a dependent who should have been added.

Section 13.4 Dental Insurance

- a) The City shall provide to each employee, for the employee and the employee's dependents, a plan of dental insurance. The plan shall provide benefit levels referred to as Class I, II, and III, as described generally in the Delta Dental Plan specifications, or the equivalent of such insurance.
- b) Benefits payments for Class I (basic services) and Class II (prosthodontic services) shall be made on an 90%/10% co-payment basis, 90% of the total treatment costs paid by the carrier and 10% of the total treatment costs paid by the employee. Benefit payments for Class III (orthodontic services) shall be made on a 50%/50% co-payment basis, the carrier and the employee each paying one-half of the total treatment costs.
- c) The maximum co-payment for all treatment costs by the carrier and employee for all classes during any one year shall not exceed \$750 (Seven Hundred Fifty Dollars) per individual family member. The employee shall assume payment for all treatment costs over and above such \$750 co-payment per family member. Effective July 1, 1997, the annual maximum co-payment shall be increased to One Thousand (\$1,000.00) Dollars per individual family member. The City shall pay all premiums for such insurance.

Section 13.5 Optical Insurance

Each permanent, full time employee will be provided with optical insurance under the SVS, Inc., "Program A" prepaid family eye care plan, or the equivalent plan of such insurance.

ARTICLE 14 - SICK LEAVE

Section 14.1

- a) Sick leave shall be taken only in cases of actual sickness or disability of an employee.
- b) Sick leave will be accrued and credited on the basis of twelve (12) hours per calendar

month of employment for 53-hour employees and eight (8) hours per calendar month for 40-hour employees.

1. Sick leave for all employees will be charged hour for hour with a minimum of two (2) hours charged.
2. Sick leave banks shall be allowed to accrue to a maximum of 720 hours for purposes of sick leave use (40-hour employees shall be allowed to accrue 480 hours). Once an employee has reached the maximum of 720 hours, any reduction in the bank shall be the next maximum for that employee for purposes of payout only. An employee will be allowed to re-accrue 720 hours for use. However, if an employee does not, once again, reach the maximum of 720 hours for use, he/she shall be paid upon retirement 50% of the lowest reduced maximum due to prior use in his/her sick leave bank.

? EXAMPLE: Firefighter "A" has 720 hours in sick leave bank. Firefighter "A" uses three sick days from this bank. The new cap for purposes of payout for Firefighter "A" will be 648 hours (3 days = 72 hours deducted from bank). Firefighter "A" will still be permitted to accrue sick leave back up to 720 hours for use, but the maximum allowed for payout shall be 648 hours. Later, Firefighter "A" uses ten sick days after accruing sick leave back up to 720 hours for use. The new cap for purposes of payout for Firefighter "A" will be 480 hours (10 days = 240 hours deducted from bank). "A" will still be able to accrue sick leave back up to 720 hours only for use but payout will be based upon 480 hours.

- c) The sick leave control program shall be applicable to all permanent employees providing for proportionate payment of unused sick leave in any contract year, subject to the following conditions:
 1. In order to qualify for a sick leave proportionate payment, an employee must have sixty (60) days (720 hours) of accumulated sick leave as of the first day of the contract year in which the payment is to be made.
 2. Employees having the prescribed minimum accumulation of sick leave shall be paid 100 percent of unused sick leave in excess of one (1) day (24 hours) earned during the contract year. The employee shall have the option of receiving payment for those days eligible for payment or may, in the alternative, bank those days eligible for payment in the sick bank; however, the banking of those days shall eliminate any entitlement to payment in the future. A payment to be made in each contract year as so stated. Sick leave payments for the forty (40) hour employees are to be made according to the same schedule on the basis of an eight (8) hour day. To determine the hourly rate for the payment of this type of sick leave, the provisions of Section 3(b) of this Article shall apply.
 3. Employees qualified to receive this payment will receive their prorated portion in the event of termination as a result of voluntary resignation, retirement or death and this payment shall be computed as of the closing of the last pay period of the contract year in which this sick leave was earned.
- d) Payment of sick leave control program benefits shall be paid on July 31st of each year. The benefits shall be based upon the pay rates in effect on June 30th, of the same year in which the payment is made.

Section 14.2 Sick Leave Extension

- a) In the event an employee has used up all the time in his sick bank, he may, upon recommendation of the Fire Chief and approval of the Ferndale City Council, be given an extension, provided he is a permanent, full-time employee. Said extension shall be evaluated in light of the employee's past sick leave record. The Fire Chief will make a recommendation to the City Council indicating approval of the extension and the recommended length of the extension within the established limits based upon the employee's length of service.
- b) If the Fire Chief disapproves the extension, no future action is required, unless the employee appeals to the City Council. At this point a written recommendation disapproving the extension will be necessary. The granting of a sick leave extension is a permissive action on the part of the City Council and is not mandatory.
- c) The following schedule shall be used in granting extensions to employees, after they have used up all the sick leave in their bank:

<u>Service as a Full-time Employee</u>	<u>Maximum Extension</u>
1 year to less than 5 years	20 working days*
5 years to less than 8 years	30 working days
8 years to less than 12 years	45 working days
12 years to less than 20 years	60 working days
20 years or more	90 working days

(*Firefighter's 24-hour "day" is considered two Working Days)

Section 14.3

- a) Upon retirement or resignation in good faith and standing, an employee will be paid one-half (1/2) of the amount he has credited in his sick leave bank. The maximum sick leave credit eligible for such separation pay-out will be 720 hours for 53-hour employees and 480 hours for 40-hour employees, so that the maximum payment is 360 hours and 240 hours respectively.
- b) The hourly rate for payment of unused sick leave shall be computed by dividing the employee's yearly salary by 2760 hours (53 hours per week - 52 weeks per year), and by 2080 hours (40 hours per week - 52 weeks per year) for the 8-hour per day employee.
- c) If any employee is absent from work due to sickness prior to the start of his previously scheduled vacation period and continues ill during his vacation period, the time that he is sick during his vacation period will be charged to sick time and the vacation period rescheduled. Any sickness occurring after a vacation period has started will not be charged to sick time but will be charged to vacation time up to the end of the previously arranged vacation period.

Section 14.4

- a) A certification from a physician of the City's choosing may be required by the department head as evidence of illness or disability exceeding two (2) work days, before compensation for the period of illness or disability is allowed. Any question on the authorization of payment of compensation for time allegedly lost arising under these provisions and the regulations providing for sick leave for illness and duty disability shall be determined by the Fire Chief, subject to the grievance procedure.
- b) The Fire Chief shall have the option of calling for a physical examination at the expense of

the City of any member of the Department at any reasonable time.

Section 14.5 - Sick Leave Usage

- a) Once an employee has called in sick six (6) duty days in any calendar year, thereafter such employee may be required to provide medical certification as to all future sick leave absences for the following twelve (12) month period, as a condition precedent to be paid for such leave.
- b) Whenever an employee is absent for a period in excess of two (2) consecutive duty days, said employee may be required to provide medical certification as to their fitness to return to work. Such certification shall be at the employer's expense and from a doctor of the employer's choosing. Provided, however, that where the department head may have personal knowledge or information concerning the employee's illness or injury, the requirement of medical certification may be waived by said department head.
- c) In the event an employee changes from the Fire fighting Division to the Fire Prevention Division or vice versa, his vacation and sick leave credits shall be prorated accordingly.

ARTICLE 15 - VACATION

Section 15.1

- a) Each "53-hour" employee of the City of Ferndale Fire Department, with one through seven years of service, shall be entitled to not less than two (2) furlough periods in each and every calendar year of said city, such furlough periods to consist of four (4) consecutive duty days free from duty and with full pay. Each "53-hour" employee of the City of Ferndale Fire Department with eight through fifteen years of service shall receive an additional two (2) duty days vacation annually, and each "53-hour" employee of the City of Ferndale Fire Department with sixteen or more years of service shall receive an additional four (4) duty days vacation annually. These additional vacation days may be taken in 24-hour increments.
- b) Vacation will, as far as possible, be granted at times most desired by employees but the final right to the allotment of vacation periods is exclusively reserved to the employer in order to secure the orderly operation of the Fire Department.
- c) Accumulation of Vacation Leave - Annual leave cannot be carried over from year to year without written approval of the Fire Chief. If an employee is unable to take his vacation because the departmental work load prevents it in the current year, he shall, upon approval of the Fire Chief, be permitted to take the unused time prior to April 1st of the following year. Except for the above exceptions, any employee who has not taken his vacation by December 31st shall forfeit all rights to such vacation time.
- d) Availability of Vacation Credits - The vacation credits earned during one (1) calendar year shall be made available to such employee during the following calendar year with the following exception for probationary employees having less than one (1) full year of service with the City. A probationary firefighter with a starting date on or prior to June 30th will be entitled to one (1) vacation leave during the remaining calendar year, and will be entitled to two (2) vacation leaves after the following January 1st. A probationary firefighter with a starting date on or after July 1st will not receive a vacation leave during that calendar year, but will receive two (2) vacation leaves after the following January 1st. Vacation leave may not be taken until six (6) months of the probation period have been completed.
- e) Vacation schedules shall be set up by the Assistant Chief so as to permit the continued

operation of all department functions without interference. Vacation leave shall be computed as of the first duty day following the employee's Kelly day. Available schedules shall be posted prior to January 1st of each vacation year. After selections are approved, they shall be final except for emergencies. Changes must be approved by the Fire Chief.

- f) Vacation time accrues during a paid sick leave period but not during any period of layoff in excess of two (2) weeks.
- g) Severance –
 - 1. Any permanent employee who is separated from City employment shall be entitled to his regular pay for any unused portion of his vacation allowance as of the date of his separation, except that employees shall not be entitled to accrued vacation pay if any of the following applies:
 - i. If an employee separates himself from the City by reason of absence without leave.
 - ii. If an employee fails to give at least five (5) calendar day's notice in advance of termination date.
 - 2. A probationary employee who leaves the employ of the City before completing his probationary period shall not be entitled to pay for the vacation time earned.
- h) A permanent employee requesting service retirement shall take, prior to his official retirement date, any accrued vacation time to his credit, and shall not be paid for any unused portion of same.
- i) One single vacation day may be taken by an employee in no less than 8-hour segments.

ARTICLE 16 - HOLIDAY PAY AND BIRTHDAY LEAVE

Section 16.1 Holiday Pay

- a) Effective July 1, 1992, after completion of the probationary period of one (1) year, the City will pay in lieu of holidays one hundred forty-four hours (144) of an employee's base pay, to all Fire Department Personnel excluding the Fire Marshal, who will receive ninety-six hours (96) of Marshal's pay (annual salary divided by 2080 hours).
- b) Any employee whose date of hire is between July 1st and December 31st shall receive one-half (1/2) of the 144 hours holiday pay. Any employee who completes his probationary period between January 1st and June 30th shall receive the entire holiday pay (144 hours). Said payment will be a single payment payable the last pay of June of each fiscal year. However, upon retirement, holiday pay will be paid on the prorata basis of one-twelfth (1/12) of the total for each month worked in any fiscal year commencing July 1st.
- c) The following days are listed for observance purposes only:
 - 1. New Year's Eve
 - 2. New Year's Day
 - 3. Martin Luther King's Birthday (or day celebrated as Martin Luther King's Birthday)
 - 4. George Washington's Birthday (or day celebrated as Geo.Washington's Birthday)
 - 5. Good Friday
 - 6. Memorial Day (or day celebrated as Memorial Day)
 - 7. Independence Day
 - 8. Labor Day
 - 9. Thanksgiving Day
 - 10. Friday after Thanksgiving
 - 11. Christmas Eve

12. Christmas

Section 16.2 Birthday Leave

Upon completion of required probationary period each member of the Fire Department shall, in addition to regular vacation time, be entitled to one (1) 24-hour scheduled duty period off duty, with pay. This so-called "employee's birthday" may be taken any time during the calendar year, in conjunction with vacation guidelines in the Manual of Operations. The leave cannot be split but must be taken at one time in its entirety.

ARTICLE 17 - DUTY DISABILITY

Section 17.1

- a) The provisions of the Worker's Compensation Act of the State of Michigan shall apply in all accidents and injuries to employees in their line of duty.
- b) Initial Step: Responsibility of Employee.
All injuries, no matter how slight, must be reported the day the injury occurs, either to the employer, immediate supervisor, or department head. In case of compensable injuries, an employee is required to go to doctors designated by the City or its insurance carriers. The provisions of the Worker's Compensation Act of the State of Michigan shall apply to all injuries and accidents to employees in their line of duty. The first fifty (50) work days (duty days) of an employee's absence as the result of a compensable injury sustained in the line of duty will not be deducted from the employee's sick leave bank and will be compensated at full pay. After fifty (50) duty days have expired, the City will pay the full salary of the employee, at his option, which shall be prorated between the sick leave bank and workers' compensation payments.
- c) Sick time and Worker's Compensation will continue until banked sick time of employee runs out. Employee will, during this time, be issued two (2) separate pay checks:
 - 1. Worker's Compensation check.
 - 2. Regular pay check making up difference between Worker's Compensation payment and full pay.
- d) The employee's banked time shall be charged at the same percentage rate as is the City's contribution to the employee's full pay.
- e) **Note:** Worker's Compensation monies received are NOT listed as income whenever City figures Federal income and State income taxes. Worker's Compensation monies are also NOT figured as part of the pension. Also: No deduction of any kind can be taken out of the Worker's Compensation checks, such as Co-op deductions, union dues, etc. Sick leave and Worker's Compensation will continue until an individual's banked sick time runs out. Worker's Compensation then continues alone. During the time an employee is off he shall be credited with one (1) additional sick day for each month of service.

Section 17.2

Any employee may elect or decide to take Worker's Compensation pay only, and not receive full pay. In this manner he would not be charged any of his banked sick time. If such option is chosen the employee must file written notice of this intent upon the 9th calendar day following date of injury.

Section 17.3 - Duty Disability Pension

- a) Employees on Duty Disability Pension shall be permitted to earn each year an amount equal to, when combined with Duty Disability Pension benefits, that year's current salary of a Ferndale patrol officer or firefighter, whichever is greater, plus an additional ten percent (10%).
- b) Earnings, as herein defined, shall not include unearned income, including (but not limited to) investment income, inheritances, etc., but shall include only income derived from gainful employment.
- c) Earnings in excess of the above amounts shall be deducted from duty disability benefits on a dollar-for-dollar basis.
- d) All other requirements contained in the Charter pertaining to duty disability pensions shall remain in full force and effect.

ARTICLE 18 - PROMOTIONS

Section 18.1

Promotion of employees covered by this Agreement to classifications within the Fire Department shall be based on merit, qualifications, and ability, and shall be determined in accordance with the following rules adopted by the Civil Service Board, February 11, 1954:

QUALIFICATIONS FOR PROMOTION BELOW THE RANK OF CHIEF OF THE DEPARTMENT

These qualifications shall apply to all promotions below the rank of Chief, namely: Assistant Chief, Captain, Lieutenant, Sergeant and Fire Marshal.

a) **ASSISTANT CHIEF**

ELIGIBLE: Any Captain of the Department who has served a minimum of six (6) months as a Captain of the Firefighting Division and has been confirmed to that position, provided that: if two (2) or more Captains are not employed by the Department, eligibility shall include any Lieutenant of the Firefighting Division who has been confirmed to that position.

b) **CAPTAIN**

ELIGIBLE: Any Lieutenant of the Department who has served a minimum of six (6) months as a Lieutenant of the Firefighting Division and has been confirmed to that position, provided that: if two (2) or more Lieutenants are not employed by the Department, eligibility shall include any Sergeant of the Firefighting Division who has been confirmed to that position. Effective July 1, 1994, any employee taking the examination for a Captain's position who possesses a Fire Officer III Certificate shall receive one (1) additional point added to his overall score.

c) **LIEUTENANT**

ELIGIBLE: Any Sergeant of the Department who has served a minimum of six (6) months as a Sergeant of the Firefighting Division and has been confirmed to that position, provided that: if two (2) or more Sergeants are not employed by the Department, eligibility shall include four (4) members of the Firefighting Division who have the greatest number of years service in the Department. Effective July 1, 1993, any employee taking the examination for a lieutenant's position who possesses a Fire Officer II Certificate shall receive one (1) additional point added to the employee's overall score.

d) SERGEANT

ELIGIBLE: Any member of the Department who has served a minimum of five (5) years as an active member of the firefighting Division. Effective July 1, 1992, any employee who takes the examination for a sergeant's position who possesses a Fire Officer I Certificate will receive one (1) additional point added to the employee's overall score.

e) FIRE MARSHAL

ELIGIBLE: Any member of the Department who has served a minimum of five (5) years as an active member of the Department. Upon qualification and acceptance for the rank of Fire Marshal, it is understood and accepted that no advancement tests can be taken for a period of five (5) years. This is required due to the need for the specialized training required of the Fire Marshal. At any time after five (5) years, when there is a vacancy in the Lieutenant ranks in the Firefighting Division the Fire Marshal may take the competitive test for that position. If successful, he may transfer to the Firefighting Division.

f) POSITION OF ENGINEER

ELIGIBLE: Any member of the Firefighting Division below the rank of Sergeant with at least five (5) years experience in general firefighting work, including experience in the operation of fire pumping equipment. The Fire Chief shall appoint the Engineer with the most seniority who achieves a seventy percent (70%) passing score on the written examination.

g) EXAMINATIONS FOR PROMOTION AND APPLICATION OF WEIGHTS ALLOWED

1. Weights applied to the three sections of the examination:
Written 40%
Oral 20%
Experience & Training 40%
2. Applicants to pass both the written and oral examinations with a minimum of 70% for each part of the examination before granting points for experience and training (seniority).
3. In the event that there are less than two members competing for any promotional examination, the Chief shall open the examination up to the next lowest rank until there are a minimum of two (2) employees available and willing to compete for said examination.

h) AVAILABILITY OF TEST RESULTS

In particular, each employee who takes a promotional test shall be permitted to obtain his test results from the City. The City shall make available all information regarding said promotional tests as permitted by law and subject to the City's ability to obtain said results from the Michigan Municipal League or other agency hired to process said examinations.

i) RATING FOR EXPERIENCE AND TRAINING

- ? Two (2) points per year for the 1st five (5) years preceding date of examination.
- ? One (1) point per year for the 2nd five (5) years preceding date of examination.
- ? One-half (1/2) point per year for the 3rd five (5) years preceding date of examination.
- ? SENIORITY (Additional Points Allowed For Service in Rank Below That Applied For) -
An allowance of one (1) point per full year of service in rank immediately below the position applied for be given, the total of such points not to exceed five (5). This will allow a maximum of twenty-two and one-half (22 1/2) points for seniority, experience and training.

ARTICLE 19 - HEALTH EXAMINATIONS AND REQUIREMENTS

Section 19.1

- a) Each employee covered by this Agreement must maintain a medically acceptable state of personal physical fitness commensurate with the duties and requirements of the position he occupies. This may include demonstrating such condition by a physical examination. Failure to do so may result in disciplinary action and/or discharge.
- b) During even-numbered years, the City shall provide general physical examinations or an electrocardiogram and large chest xray: provided, that an employee 35 years or older shall be provided with an electrocardiogram annually.
- c) All employees will be required to participate in a physical fitness program equal to the Mount Clemens Physical Training Program or the On-Target Program as selected by the Fire Chief. No punitive action, either in the form of reduction in longevity, disciplinary action or discharge shall be taken against any employee simply because the employee does not meet any or all of the fitness requirements of the program selected.
- d) All new prospective employees shall have a complete physical examination, including an electrocardiogram, prior to employment with the Department.

ARTICLE 20 - FIRE PREVENTION BUREAU - 40 HOUR EMPLOYEES

Section 20.1 Vacations

- a) Forty (40) hour week (daymen). All permanent employees who have been continuously employed for a period of one year prior to such vacation period will be entitled to the following schedule:
 - 1 year - 5 days
 - 2 years - 10 days
 - 8 years - 15 days
 - 13 years - 20 days
 - 20 years - 25 days
- b) Vacations will, as far as possible, be granted at times most desired by employees but the final right to the allotment of vacation periods is exclusively reserved to the Employer in order to secure the orderly operation of the Fire Department.

Section 20.2 Holidays

- a) The Employer agrees to pay permanent 40 hour week employees for the twelve (12) holidays not worked as listed in Article 16, Section 16.1(c).
 - 1. New Year's Eve
 - 2. New Year's Day
 - 3. Martin Luther King's Birthday (or day celebrated as Martin Luther King's Birthday)
 - 4. George Washington's Birthday (or day celebrated as Geo.Washington's Birthday)
 - 5. Good Friday
 - 6. Memorial Day (or day celebrated as Memorial Day)
 - 7. Independence Day
 - 8. Labor Day
 - 9. Thanksgiving Day
 - 10. Friday after Thanksgiving
 - 11. Christmas Eve
 - 12. Christmas
- b) For these days employees will be paid eight (8) hours pay at their regular hourly rate. If any of the above holidays fall on a Saturday or Sunday, the employees will be paid for that day and will be granted a day off in lieu of holiday without pay.

- c) If an employee is required to work on any of the above holidays, he will be paid two (2) times his regular rate plus holiday pay.

Section 20.3 Compensatory Time

Forty (40) hour employees will be paid or granted compensatory time, at the discretion of the Fire Chief, at the rate of time and one-half in excess of eight (8) hours worked in any one (1) day, or any time worked on Saturday based on 2080 hours annually. If required to work on a Sunday, he will be paid two (2) times his regular rate.

Section 20.4 - Personal Leave Days

- a) Permanent "40 hour week" employees of the Fire Department shall be entitled to three (3) eight-hour personal leave days per calendar year. Said days are not accumulative and must be taken in the calendar year they are granted or will be forfeited. Employees taking personal leave days must request such leave at least 24 hours in advance to the Fire Chief. If employee fails to provide 24 hour notification, the Fire Chief may or may not approve the taking of the personal leave day.
- b) Personal leave days cannot be taken in conjunction with the employee's vacation, but are to be used for their intended purpose, providing time off to conduct personal business which could not otherwise be conducted.

Section 20.5 Sick Leave

Sick leave for forty (40) hour week employees of the Fire Department are governed by Section 5A (F) of the City of Ferndale Charter as amended 8/8/66 and Article 14 of this agreement.

ARTICLE 21 - TERMINATION, RENEWAL & MODIFICATION

Section 21.1

This Agreement shall take effect July 1, 2004 and will remain in force and effect through June 30, 2008. One hundred twenty (120) days prior to the termination thereof as herein provided, either party may initiate negotiations for renewal and modification of a new agreement. Such notification by the Association shall specifically state the requests of the Association with regard to wages, fringe benefits, and other similar items.

Section 21.2

Upon receipt of notice to negotiate, both parties must immediately enter into collective bargaining, for the purpose of arriving at a just settlement of all issues by June 30, 2008. Notice must be by certified mail, with return receipt requested.

ARTICLE 22 - EXTENSION

Section 22.1

The terms and conditions of this Agreement may be extended beyond its terminal date for such period or periods as is mutually agreed upon by the parties hereto.

ARTICLE 23 - SEPARABILITY

Section 23.1

This Agreement is subject to the laws of the State of Michigan and, in the event that any provision of this Agreement shall, at any time, be held to be contrary to law by a court of competent

jurisdiction from whose final judgment or decree no appeal has been taken within the time provided therefor, such provision shall be void and inoperative; however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

Section 23.2

The titles of articles are for identification purposes only, and are not to be given any weight in the interpretation or implementation of this Agreement.

ARTICLE 24 - FILL-IN SYSTEM

Section 24.1

- a) That a "buddy" fill-in system shall be utilized by the Ferndale Fire Department.
- b) The "buddy" fill-in system shall be defined as a system whereby on-duty personnel shall be permitted to "fill-in" for members of the oncoming shift in the event they are unable to report at the normal starting time.
- c) The procedures for the "buddy" fill-in system shall be as follows:
 1. Members of the bargaining unit desiring to use the "buddy" fill-in system shall notify the station prior to the regular starting time, stating the approximate amount of time necessary for fill-in.
 2. The unit officer shall review the facts surrounding the request and shall inquire of the on-duty personnel if any members wish to fill-in for the absent member.
 3. Where the "buddy" fill-in system is utilized, employees will not be "docked" or otherwise penalized due to their inability to be at work at their prescribed starting times.
 4. Employees filling in for absent members shall not be compensated for any such time spent filling in for absent members.
 5. No member of the bargaining unit shall be permitted to utilize the "buddy" fill-in system in order to be engaged in any other occupation or, in any manner, attempt to change the normal working hours of from 0800 to 0800 hours.

Section 24.2 Officer Fill-in System

- a) An "Officer" fill-in system shall be utilized by the Ferndale Fire Department and it is agreed that this system will not be used to reduce the present number of permanent full-time officer positions.
- b) It is agreed and understood that, due to illness, either short or long term, unusual work schedules or emergency situations, command officers are not always available for duty at both stations.
- c) The procedure for the "Officer" fill-in system shall be as follows: In the event that either station shall not have a command officer on duty, or if a duty officer is scheduled for training outside of the City Limits, such facts shall be communicated to the office of Fire Chief immediately. Upon notification of such fact, the Fire Chief or his successor in the chain of command shall assign personnel as follows:
 1. If more than one (1) officer is available at the other station, the Chief shall assign an officer from that station to fill in at the station not having an officer.
 2. If less than nine (9) personnel are on duty and no officers are available for transfer, the Chief shall determine if any officers on Kelly Day leave or regularly scheduled vacations are available to return to duty. The decision to so return to duty shall be

- entirely voluntary and wholly at the discretion of the officer on leave.
- 3. The Chief shall establish a rotation list from which, in the event no officers are selected through the above procedures to fill in for absent officers, an acting sergeant shall be appointed.
- 4. The rotation list described immediately above shall be made up of firefighters who meet the following criteria for eligibility:
 - i. Minimum of five (5) years seniority required.
 - ii. Familiarity with the station routine.
 - iii. Willingness to accept such assignment and responsibility.
- d) In making the appointment of acting sergeant, the Chief shall not consider engineers for appointment due to the nature of their assignment. In the event that any firefighter shall decline to accept a position on the rotation list or an appointment from the list, to acting sergeant, such refusal shall not be noted in the personnel files of the employee, and shall not be used as grounds for rejecting such employee in the promotional procedures for permanent promotions, or for any other discipline.
- e) If nine (9) or more personnel are on duty, with only one officer, the Chief, or his successor in the chain of command shall have the right to name a firefighter as acting sergeant. The firefighter so upgraded, shall be compensated at the contractual rate of a firefighter plus the dollar amounts listed below:
 - i. 0 to 6 hours \$ 25.00
 - ii. 6 to 12 hours \$ 50.00
 - iii. 12 to 18 hours \$ 75.00
 - iv. 18 to 24 hours \$100.00
- f) Such fill-in officer shall also be accorded all authority and power normally delegated to officers with the rank of sergeant.
- g) The officer going off duty may be asked to hold over while attempts are being made to contact an off-duty officer. The decision to stay pending such attempts shall be entirely voluntary and wholly at the discretion of the officer going off duty.

ARTICLE 25 - SAFETY MANNING

It is understood by the parties that the Ferndale City Council granted the Fire Chief authorization for sufficient overtime to maintain a minimum of eight (8) firefighters on duty. It is understood that the Chief is authorized but not mandated to maintain that minimum.

BI-WEEKLY PAY SYSTEM

It is hereby agreed and understood, between the parties hereto, that the City of Ferndale shall have the right to implement a biweekly pay system.

FOR:
FERNDALE FIREFIGHTERS,
LOCAL 812, I.A.F.F., AFL-CIO

FOR:
CITY OF FERNDALE

Brian E. Batten
President

Robert G. Porter
Mayor

FERNDALE FIREFIGHTERS LOCAL 812 - CONTRACT 2004 - 2008

Karen Pedro

City Clerk

J.C. Hubanks

Staff

6/29/06

7/3/06

Date

Date

LETTER OF AGREEMENT

This agreement recognizes that the Medicare Part B reimbursement issue shall be governed by the decision of Arbitrator Donald Sugerma in the pending Act 312 Arbitration between the City of Ferndale and the Police Office Association.

A representative from the Ferndale Fire Fighters Association, Local 812, if there is no objection from the Ferndale Police Office Association, will be allowed to attend and present to the arbitration panel a position statement regarding the Medicare Part B issue.

Dated this 29th day of June, 2006.

Brian E. Batten

J.C. Hubanks

FERNDALE FIREFIGHTERS ASSOCIATION
LOCAL 812, IAFF, AFL – CIO

CITY OF FERNDALE

LETTER OF AGREEMENT

Per Section 13.5 - Optical Insurance:

Each permanent, full time employee will be provided with optical insurance under the SVS, Inc., "Program A" prepaid family eye care plan, or the equivalent plan of such insurance.

The Union agrees that the Blue Cross Blue Shield of Michigan (BCBSM)'s Blue Vision Plan known as "VSP 24/24/24" is equivalent to the SVS "Program A" plan described above.

Dated this 29th day of June, 2006.

Brian E. Batten

J.C. Hubanks

FERNDALE FIREFIGHTERS ASSOCIATION
LOCAL 812, IAFF, AFL – CIO

CITY OF FERNDALE