

**CITY OF ECORSE  
AND  
ECORSE FIRE FIGHTERS, LOCAL 684**

**IMPLEMENTATION ORDER OF DOCUMENT PA 4**

**December 2, 2011**

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***EFFECTIVE DECEMBER 5, 2011:***

1. The Implementation Order shall be effective for 2 years – July 1, 2011 to June 30, 2013.
2. City shall schedule the number of Firefighters it needs per day. No guarantee. The City has the right to schedule as needed, Part-Time, and/or Reserves as determined by the City. City may also recruit and utilize paid or unpaid volunteer Firefighters.
3. Should the City decide to subcontract, merge, share, consolidate or otherwise determine how Fire services will be continued and provided to the community, the City will discuss the impact of that decision with the union. Final decision is to be made by the City of Ecorse.
4. The City will provide thirty (30) calendar day notice of layoffs.
5. Effective July 1, 2011 a \$ 1.00 per hour wage reduction for all Full Time Firefighters.
6. Eliminate EMT pay.
7. Effective July 1, 2011, the holiday pay article will be amended to reflect nine (9) holidays per year. (New Year's Day, President's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, and Veterans Day)
8. Hospital and Dental
  - A. The City shall provide all current employees and retirees HAP medical and dental coverage with \$100 ER/\$30 office visit and Rx Copays of \$ 5/\$25/\$50 with Step and Prior Authorization. City may adjust this further as needed.

**B.** All eligible retirees in this Bargaining Unit will be required to enroll in Medicare Part A and B at their expense.

**C.** Premium Sharing.

Employees will be required to pay through a payroll deduction 20 % of their healthcare cost monthly.

Upon retirement, the member's actual value of premium share shall be locked at the rate imposed at date of retirement.

**D.** The City will have the right to move to self-insurance, wrap around plans and/or consolidating carriers as long as a similar level of coverage is provided.

**E.** To be eligible for retiree health insurance, a member must have 25 years of actual full-time service with the City's Fire Department and be age 55.

**F.** The City will pay for the retiree and the spouse at the time of retirement only, for eligible members.

**G.** Eliminate Retiree Healthcare for new hires. Effective July 1, 2011, the City shall implement a VEBA, Medical Health Plan, or Retirement Savings Account or other similar vehicle in lieu of the City of Ecorse Retiree Health Insurance.

The Employer shall contribute an amount equal to 1% of base wage into the plan. The employee may add an additional amount into the plan if authorized by the plan carrier.

**H.** Health Care Opt-out: Change to read: The payment shall be quarterly rather than one time per year. Opt out is not available to employees who receive their medical coverage through the City.

**9.** Eliminate life insurance for retired employees and the City shall provide life insurance coverage only for active full time employees.

**10.** Pensions

**A.** All employees will contribute 8% of their annual income on a bi-weekly basis as the Employee's contribution towards retirement.

Effective upon ratification, sick leave at retirement, cleaning and clothing allowance and food allowance will not be included in F.A.C.

**B. Add New Section for new hires:**

"Effective upon implementation of this agreement, new hires will be in a hybrid plan under MERS or similar plan with a multiplier to be determined by the City which will not exceed 1.5% which will not be payable until age 55 with 30 years of service. Only base salary will be included in Final Average Compensation."

**11. Modify vacation schedule as follows:**

After 1-7 Years	7 vacation days
After 8-14 Years	11 vacation days
After 14 Years	13 vacation days

**12. Sick Leave change to four (4) 24 Hour days per year.**

**13. Comp Time—Reduce Cap to 216 Hours (9 days) (equal to one month)**

**14. All provisions of the previous expired contract which are in any way inconsistent with the above or prior Emergency Manager directives are no longer in effect.**

Any provision in the previous, expired contract which in any way restricts the ability of the City to deliver services or it is alleged restricts the City's ability to utilize a different service model are eliminated. The City retains the full right to determine how it will deliver services, who will perform these services and whether, and if and how, the Fire Department will continue.

**CITY OF ECORSE**

*Joseph A. Parker* 12/2/11  
**BY: DATE**

\_\_\_\_\_  
**BY: DATE**

**CITY OF ECORSE**  
**AND**  
**ECORSE FIRE FIGHTERS, LOCAL 684**  
**IMPLEMENTATION ORDER OF DOCUMENT PA 4**

**Originally Issued December 2, 2011**

**Clarification and Modification Issued December 7, 2011**

1. Item 8. A. is modified to read as follows:

The City shall provide all current employees and retirees HAP medical coverage with \$ 100 ER/\$ 30 office visit and RX Copays of \$ 5/\$25/\$50 with Step and Prior Authorization.

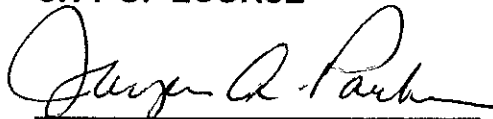
Dental Coverage is provided only to current employees. City may adjust this further as needed.

The following is added to Item 8. A.:

Bargaining unit employees who retire from service and are receiving a pension, and who are not yet Medicare eligible, shall be provided health care coverage under the same terms as active bargaining unit members. Those retirees who are Medicare eligible will receive a modified plan that is supplemental to Medicare coverage and will still be subject to the same co-pays and other restrictions as active employees.

2. Item 10. A. Beginning on page 3 is modified to read as follows: Effective upon implementation of this Order and receipt of an actuarial report, sick leave at retirement, cleaning and clothing allowance and food allowance will not be included in F.A.C. At that same time the pension multiplier, after receipt of the actuarial, will also be reduced by .25%.

**CITY OF ECORSE**



**Emergency Manager**

**DATE: December 7, 2011**

**COLLECTIVE BARGAINING  
AGREEMENT**

**CITY OF ECORSE, MICHIGAN**

**AND**

**LOCAL 684 OF THE INTERNATIONAL  
ASSOCIATION OF  
FIREFIGHTERS UNION, AFL-CIO,  
BEING THE ECORSE  
FIREFIGHTERS UNION**

**JULY 01, 2005—JUNE 30, 2011**



**SEQUARA HENRY, CITY ATTORNEY**

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ARTICLE 1.  
AGREEMENT

1.1: This Agreement effective as of July 1, 2005, by and between the City of Ecorse (hereinafter referred to as the Employer) and Local 684 of the International Association of Firefighters AFL-CIO being the Ecorse Firefighters Union (hereinafter referred to as the Union).

1.2: That the City of Ecorse shall provide a copy of this Agreement to each member of the Union. In that the City is interested in having a Contract understood and followed by management, the City further agrees to furnish a contract to all Supervision.

1.3: Copies of all General and Special Orders will be posted for all members to inspect for no less than (30) thirty days, provided however, that this section does not affect when said orders become effective.

ARTICLE 2.  
PURPOSE AND INTENT

2.1: The intent of this Agreement is to set forth the terms and conditions of employment, which will promote orderly and peaceful labor relations for the mutual interest of Employer, its citizens, its employees and the Union.

2.2: The parties hereto acknowledge the responsibility of Employer and its Fire Department to provide for the safety, protection, and well being of all employees and the citizens of Ecorse and others who may be within the City limits. It is further hereto acknowledged by the parties that this responsibility has been extended by virtue of the Downriver Mutual Aid Pact and encompasses same.

2.3: Both the Employer and the Union recognize that the primary obligation of the Fire Department is to serve the citizens. Furthermore, they are convinced that effective fire protection depends upon personnel who give good service under good employment conditions, which conditions include but are not limited to rates of pay, hours of employment and other conditions of employment.

2.4: To these ends the City and the Union encourage, to the fullest degree, friendly and cooperative relations between the representative of the City, the Union and the employees.

2.5: Firefighters will not be cross-trained as police officers.

ARTICLE 3.  
RECOGNITION

3.1: The City of Ecorse recognizes the Union as the sole and exclusive bargaining agent for all firefighters working in the City of Ecorse. Included as firefighters for the purpose of the Agreement are all full time firefighters up to the rank of Fire Marshall and the Assistant Fire Marshall. The City agrees to negotiate with the Union on items relating to rates of pay, wages, fringe benefits, hours and other conditions of employment.

3.2: Employees, through the Union and its representatives, shall have the right to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection, to express or communicate any view, grievance, complaint or opinion related to the conditions or compensation of public employment for their betterment, such activities free from any and all restraint, interference, coercion, discrimination or reprisal.

3.3: Section 3.1 and 3.2 of this contract shall not apply to persons employed as part-time firefighters employed by the City of Ecorse in a firefighter position or persons promoted outside of the Bargaining Unit.

ARTICLE 4.  
REPRESENTATION

4.1: It is mutually agreed that in the interest of establishing an orderly procedure for the implementation of the provisions of the Agreement, employees in the bargaining unit shall be entitled to Union representation of the following basis:

4.2: President, Vice-President, Secretary, Treasurer and Sergeant of Arms to be elected by the Union.

4.3: A grievance man or an officer from the Union shall handle a grievance during the verbal step. The Union or any officer of the Union may handle a grievance from the Chief's level on.

4.4: The Union officers, during their working hours, without either loss of time or pay, may investigate and present grievances in accordance with Grievance Procedures including attendance at special conferences, after notification to their supervisors so that arrangements can be made for their release.

4.5: The officers of the Union may perform the following:

- A. Process and investigate reported members' grievances.
- B. Investigate differences concerning the intent and application of the provisions of this agreement.
- C. Represent members at hearings or proceedings affecting rights and/or benefits provided by this Agreement.



- D. Confer with officers and/or members when necessary.
- E. Officers and members covered by this Agreement who have been elected or appointed by the Union shall be compensated at their regular rate for the time lost from work during their regular working hours while on official Union business in negotiation sessions with the Employer and without requirement to make up said time (not to exceed three (3) employees).

4.6: The Employer shall meet for the purposes of collective bargaining with a committee selected by the Union of not more than three (3) members of the Union who shall be released from duty. The Union may designate its spokesman.

4.7: If negotiations take place during the time a member of the Union's bargaining committee would normally be working, he shall be compensated at his regular wage rate for such time. Provided the provisions of sub-section 4 shall apply hereto.

4.8: When Union officers are requested by the Chief or the Deputy Chief or his designee, to meet with them concerning Union Business, outside of duty hours, those Union officers shall be paid for the time involved as call-in time and be compensated for all incurred mileage to and from location at the prevailing IRS rate.

4.9: In the event that the Union and the City are engaged in grievance arbitration and MERC proceedings (but excluding court litigation), two (2) officers or other representatives of the Union shall be afforded reasonable time during working hours without loss of pay to fulfill their Union responsibilities in relation to said proceedings. In the event that additional Union officers desire to attend such proceedings, such officers and /or representatives shall be permitted to trade days and shifts to arrange such attendance.

## ARTICLE 5. MAINTENANCE OF CONDITIONS

5.1: The City agrees that it will make no unilateral changes in wages, hours, or conditions of employment unless permitted by this collective bargaining agreement.

## ARTICLE 6. MANAGEMENT RIGHTS

6.1: Except as restricted by the terms of this Agreement, all rights to manage the affairs of the City and Fire Department are reserved to the Employer.

6.2: The City, in the course of its exercise of its sole right to manage the affairs of the City, may from time to time, make reasonable rules and regulations not in conflict with the Collective Bargaining Agreement, which are for the purpose of efficiency, safety and discipline. The City further agrees that it is required to consult with the Union and

the Union shall have thirty (30) days in which to grieve rules that it considers a violation of the Agreement.

#### ARTICLE 7. DUES AND DEDUCTIONS

7.1: The City will deduct from the pay of each employee the required amount for the payment of Union Dues, fees and assessments, upon receipt of proper authorization from the Union. Such sums, accompanied by the list of employees from whose pay they have been deducted and the amount deducted from each, will be forwarded to the Union office within thirty (30) days after such collections have been made.

#### ARTICLE 8. UNION MEETINGS

8.1: The Union may schedule meetings on Fire Department property insofar as such meeting will not interfere with the efficient operation of the Department.

8.2: The City shall not unreasonably deny the use of City equipment for the use of Union business.

#### ARTICLE 9. CONVENTIONS

9.1: The parties hereto further agree that three (3), up to a maximum of 25% of the bargaining unit of Local 684 I.A.F.F., jointly and severally, may attend one state convention and one national convention each year during the term of this Agreement without loss of pay or other compensation or benefits and without cost to the City for any expense related thereto.

#### ARTICLE 10. TRADING TIME

10.1: Continue existing practice, except that trading time will not be allowed if it causes overtime and when trade occurs, the time will be worked and not paid for. Prior approval of the Chief, or in his absence, that of the commanding Officer is required.

#### ARTICLE 11. PRIVATELY OWNED VEHICLES

11.1: If a member of the Feorse Fire Department who works a forty/forty eight (40) (48) hour week is directed to use his privately owned vehicle for any Fire

Department purpose or to transport himself to and from a school he is attending at the direction of the City, he shall be compensated for mileage at the prevailing IRS rates, and IRS rules and regulations by the City. If a member of the Ecorse Fire Department who works a forty (40) hour week is directed to use his privately owned vehicle for any Fire Department purpose or to transport himself to and from a school he is attending at the direction of the City, he shall be compensated for mileage at the prevailing IRS rates, and IRS rules and regulations by the City.

#### ARTICLE 12. AGENCY SHOP

12.1: All firefighters currently members of the Union shall be required, as a condition of continued employment, to remain a member of the Union for the duration of this Agreement or in lieu of membership, shall pay to the Union the equivalent of Union initiation fees, dues and assessments as a service fee. The City shall, upon written notification from the Union, terminate any firefighter not in conformance with this section.

#### ARTICLE 13. SCHOOLING

13.1: The City shall pay for any classes/refresher courses which are required by law or regulation, and/or which the City directs employees to attend. When an employee is promoted before meeting the requirements for promotion, the City shall pay for the employee's time, books and tuition for classes necessary to retain the promotion. The City is not obligated to pay for classes voluntarily taken by employees, but it may pay for time, books and tuition if it decides to do so. The Chief will approve the scheduling of classes.

13.2: The Department will make every effort, including the posting of notices, to inform all members of the bargaining unit of any Schools and seminars related to Fire Department service which come to the Department's attention.

13.3: The City shall require each firefighter covered by this agreement to be certified by the State of Michigan as a basic Emergency Medical Technician (EMT) and to be a state certified firefighter. The City shall make every reasonable effort to afford each firefighter the opportunity to obtain such certification and training.

Each newly hired full-time firefighter covered by this agreement shall be scheduled within the first year to achieve the certification requirements. In the event a newly hired firefighter fails to successfully complete the state certifications, such firefighters shall be suspended without pay and such failure to be deemed cause for dismissal from employment for failure to present the necessary qualifications for continued employment.

Training shall be accredited certified schools, i.e. Detroit or Macomb - not from City of Ecorse. Firefighters who fail to maintain their state basic EMT shall not be entitled to the EMT pay as explained in Article 18.

13.4: Attendance at any employer-required courses shall be considered on-duty time.

13.5: The City may provide training to those individuals hired as part-time or volunteer firefighters and full-time firefighters may participate in said training at their option.

#### ARTICLE 14. HOURS OF EMPLOYMENT

14.1: The normal work schedule for all members of the fire fighting division shall be twenty-four (24) hours per day and forty-eight (48) hours per week utilizing the two (2) platoon system.

14.2: The normal work schedule for the Fire Prevention Division shall be eight (8) hours per day and forty (40) hours per week.

14.3: Firefighters shall not be required to punch in and out when reporting to our leaving from duty.

#### ARTICLE 15. CALL IN TIME

15.1: "Emergency Recall" shall be defined as the transmittal of a specific request of the Chief or his duly appointed subordinate to a firefighter wherein the firefighter is asked to return to duty to assist the Department in handling of an alarm.

15.2: "Recall" shall be defined as the summoning of a firefighter to duty for any reason not classified as an emergency recall, after the firefighter has completed his regular eight (8) or twenty-four (24) hour tour of duty.

15.3: Each member of the Fire Department shall receive a minimum of three hours pay at 1 ½ times rate of pay indicated in Appendix. 1 through 6, for all recalls.

15.4: Each Fire Department employee covered by this contract shall be given one (1) hour grace period from the time of the call-in for work of twelve (12) hours or more. If, however, said employee reports after the one (1) hour grace period, the pay for the excess work shall begin at the time the employee reports on the job.

15.5: Members may elect to receive compensatory time at the rate of 1½ times the hours worked in lieu of overtime pay at 1½ times the rate of pay indicated in Appendix, 1 through 6. Compensatory time is allowed if it does not cause overtime. In case of emergency, approval is required by the shift officer or Chief.

## ARTICLE 16. OVERTIME

16.1: Overtime pay shall be paid for employees of the Firefighting Division for all work in excess of their regularly scheduled work day (24 consecutive hours) or work week, (see Article 14). Such overtime shall be paid at one and one half (1½) times the employees prevailing hourly rate indicated in Appendix A, 1 through 6.

16.2: Overtime pay shall be paid employees of the Fire Prevention Division for all work in excess of their regularly scheduled work day (8 hours) or work week (40 hours). Such overtime shall be paid at one and one half (1 ½) times the prevailing hourly rate.

16.3: The member of the Fire Department may, at his option, request and receive in lieu of overtime pay, compensatory time at the rate of one and one-half (1½) times the hours worked. Compensatory time is allowed if it does not cause overtime. In case of emergency, approval is required of the shift officer or Chief. Compensatory time may be taken by members of the bargaining unit with thirty -six (36) hours notice to the Department.

16.4: Overtime work shall be distributed to qualified employees of this Bargaining Unit. The City will make an earnest effort to equalize overtime hours among employees of this Bargaining Unit.

16.5: A record of overtime hours worked and the compensatory time banked by each employee shall be made available on a monthly basis (once per month) at the request of the Union and shall be kept and posted on a monthly basis at the Fire Station and in the fire trucks.

16.6: In order to replace a member of the bargaining unit on a regularly scheduled vacation, the Chief of the Fire Department may alter or modify the work schedule of another member of the bargaining unit so as to require said employee to work on a day originally scheduled as a day off. The work schedule of said employee shall be modified so as to afford said employee the same number of days off per year, exclusive of sick days, leave days, vacations days, Union leave days, bereavement leave days and other leaves of absence. If a member was originally scheduled to work a holiday and the Chief modifies the member's schedule pursuant to this section, so that the holiday is not worked, the member shall be paid for the substituted regular days as though it were a holiday. The Chief of the Department shall, when possible, select employees of the same rank when modifying an employee's schedule to fill in for another member of the Fire Department. One (1) month notice shall be given to any employee whose schedule is

modified pursuant to this Article. Modifications of work schedules of employees pursuant to the Article shall be within the same unit only. The said employee shall be returned to his regular work schedule within thirty-one (31) days.

16.7: In the event the Chief of the Fire Department alters or modifies the work schedule of a member of the bargaining unit so as to require said employee to work on a day originally scheduled as a day off, the work schedule of said employees shall be modified so as to afford said employee the same number of days off per year, exclusive of sick days, leave days, vacation days, union leave days, bereavement leave days and other leaves of absence and said employee shall be compensated for the time worked when said employee was originally scheduled to be off duty at one and one-half (1 ½) his base rate of pay. The Chief of the Department shall select employees to work on a day when not scheduled in accordance with the selection of Article 16 relating to equalization of overtime hours.

16.8: All computation of overtime and compensatory rates shall be based upon the rates of pay indicated in Appendix, 1 through 6 for the time periods set forth therein.

16.9: It is agreed by the Employer that should it not be able to secure a compliment of five (5) Fire Fighters, as described in Article 46.1, the Employer shall call-in Full-Time Fire Fighters covered by the Collective Bargaining Agreement so that the minimum guarantee of five (5) Fire Fighters, as described in Article 46.1, is maintained. The City of Ecorse agrees that Fire Fighters will not be required to forfeit their safety due to insufficient manpower and that it will staff the Fire Department so as not to place Ecorse Fire Fighters in situations that would compromise their safety.

## ARTICLE 17. WAGES

17.1: Effective July 1, 2005, wages shall be as outlined in the attached wage schedules (Appendix, 1 through 6). The economic package agreed upon is as follows:  
Pipemen: 2%, 2%, 2%, 3%, 3%, 3%  
Officers: 1%, 1%, 1%, 2%, 2%, 2%  
Representing July 1, 2005 through July 1, 2010 respectively.

17.2: Because firefighters provide a valuable service to the community and because the City has in the past agreed and recognized that Firefighters wages were based upon wage parity with police officers, call-in time, overtime, compensatory time, premium pay, holiday pay, court time, jury day pay, and unused sick day payout shall be based upon the hourly equivalent of the rates contained in Appendix A. 1 through 6, which hourly rates shall be calculated on the basis of a 40 hour work week, i.e., a 2080 work year.

17.3: All economic changes required by this contract shall be effective the dates they are indicated to commence with all retroactive adjustments. Bonus pay to each

current Member of the Bargaining Unit in lieu of retroactive pay in the amount of \$3,000.00 to be paid on or before March 30, 2009.

**ARTICLE 18.  
EMT PAY**

18.1: In addition to firefighter's regular yearly compensation set forth in Article 17, any member of the bargaining unit who is certified by the State as an Emergency Medical Technician shall receive \$1,500.00 per member per year to be paid in July for that fiscal year.

EMT duty hours shall be distributed as equally as is practical among all qualified members of the department without regard to rank.

**ARTICLE 19.  
AMBULANCE SERVICE**

19.1: The employer shall at its option be permitted to terminate the Fire Department ambulance service after having had a full discussion on the matter with the Union concerning such proposed action.

19.2: The City agrees that it shall not unilaterally change, alter or eliminate the Fire Department's ambulance transportation service without first meeting with the Union to discuss changes in accordance with the Collective Bargaining Agreement.

19.3: The City agrees that the Fire Department shall be staffed properly with qualified personnel to allow such service to be rendered.

**ARTICLE 20.  
FOOD ALLOWANCE**

20.1: The City shall pay to each member of the Ecorse Fire Department the amount of \$900.00 per year as a food allowance. Payment of the food allowance shall be made during the month of July.

20.2: The Food Allowance payable pursuant to Article 20 which is payable in July of each year shall be applicable to the prospective twelve (12) month period. In the event of termination of employment (including resignation, but excluding retirement), the employee shall reimburse the City on a pro rata monthly basis.

20.3: Any new hire will receive a food allowance on a pro rata monthly basis.

ARTICLE 21.  
CLEANING AND CLOTHING ALLOWANCE  
UNIFORM REQUIREMENT

21.1: The City shall pay to each member of the Ecorse Fire Department the amount of \$850.00 per year as clothing and cleaning allowance. Payment of the clothing and cleaning allowance shall be made during the month of July.

21.2: The Cleaning and Clothing allowance payable pursuant to Article 21, which is payable in July of each year, shall be applicable to the prospective twelve (12) month period. In the event of termination of employment (including resignation, but excluding retirement), the employee shall reimburse the City on a pro rata monthly basis. With respect to the first year of employment, an employee will be paid retroactively on a pro rata basis during the first July of employment.

21.3: Newly hired firefighters will be provided by the City, with two (2) work type uniforms and work shoes upon beginning of employment. After the newly hired firefighter has been employed ninety (90) days, two (2) additional work type uniforms will be provided by the City. Newly hired firefighters shall not be required to purchase a Class A Dress Uniform during the first year of employment.

ARTICLE 22.  
HOLIDAY PAY

22.1: The City shall include in the bi-weekly salary of each member of the Ecorse Fire Department the appropriate prorated pay for thirteen (13) holidays per year, consisting of:

- |                         |                            |
|-------------------------|----------------------------|
| 1. New Year's Day       | 8. Christmas Eve Day       |
| 2. President's Day      | 9. Christmas Day           |
| 3. General Election Day | 10. Columbus Day           |
| 4. Memorial Day         | 11. Veteran's Day          |
| 5. Independence Day     | 12. Easter                 |
| 6. Labor Day            | 13. Martin Luther King Day |
| 7. Thanksgiving Day     |                            |

It is understood and agreed by and between the parties that in years in which a general election is scheduled, the City will also include for that year an additional holiday being the General Election Day for a total of thirteen (13) holidays in said years.

22.2: Should any of the holidays listed above fall on a member's regularly scheduled work day, the member shall be compensated at the rate of 1 ½ his hourly rate, as indicated in Appendix, 1 through 6 added as addendums to this agreement.



22.3: The Chief of the department shall determine whether or not a member in the Fire Prevention Division (who is on a 40 hour work week) shall work any holiday listed in 22.1.

ARTICLE 23.  
HOSPITAL INSURANCE

23.1: Each member of the Ecorse Fire Department, hired into this bargaining unit prior to January 1, 1994, and his family shall be covered by no less than Health Alliance Plan (HAP), including the drug rider with a two (\$2.00) dollar deductible. Employees hired into this bargaining unit on or after January 1, 1994 shall be covered by Health Alliance Plan (HAP) and will be required to contribute to the cost of the insurance as follows:

Single person coverage	\$25.00 Bi-weekly
Two person coverage	\$40.00 Bi-weekly
Family coverage	\$45.00 Bi-weekly

These rates shall be increased/decreased by the same percentages that the overall cost increase or decrease for this plan.

23.2: Each member of the Ecorse Fire Department and his family, after his retirement, shall be covered by no less than the Health Alliance Plan (HAP), paid for by the City, including the drug rider with a two (\$2.00) Dollar deductible. Employees hired after January 1, 1994 will be required to continue to make the above-cited co-payments upon retirement.

23.3: Each member of the Ecorse Fire Department and his family shall be covered by the Blue Cross Group 67932 or equivalent dental rider per family member, paid for by the City.

23.4: The City of Ecorse may offer to employees alternative hospitalization plans including Blue Cross-Blue Shield MVF-2 and/or Health Care Network, which employees shall have the option of selecting and shall be required to pay the difference from HAP. Specific details of coverage may be obtained by contacting the controller's office. No employee shall be required to change the insurance coverage which he/she is entitled to receive under Article 23.1 to any alternative plan which the City may offer. These rates shall be increased/decreased by the same percentage that the overall costs increase or decrease for the plan in which the employee is enrolled.

23.5: Health Care Opt-out: Employees who opt-out of any City offered health care plan shall receive \$1,500.00 reimbursement per year.

23.6: To assist the City in its efforts to control health care costs, it is agreed that the City will explore the possibility of consolidating all of the currently offered health care packages into one plan to be administered by one carrier. It is further agreed that the

City shall not enter into any agreement with a new carrier or one of the carriers currently utilized to provide such consolidated benefits to Bargaining Unit Members without first securing the written agreement of the Union after disclosing the complete details of the said plan.

ARTICLE 24.  
LIFE INSURANCE

24.1: The City shall provide each member of the Ecorse Fire Department with a death benefit of twenty five thousand (\$25,000.00) Dollars on or off the job, for employee, paid within 90 days of the date the City receives acceptable proof of death. The benefit shall provide for double indemnity for accidental death, whether occurring on or off duty. Additionally the City Shall provide the employees spouse with a death benefit of Two Thousand (\$2000.00) Dollars and the employees dependant children with a death benefit of One Thousand (\$1000.00) Dollars (under 6 months \$100.00). Retired Department members shall have a death benefit furnished by the city in the amount of Five Thousand (\$5000.00) Dollars. Retired Department members spouse and children shall have no death benefit.

ARTICLE 25.  
COURT TIME

25.1: Each member of the Ecorse Fire Department shall receive a minimum of three (3) hours pay at time and one-half the regular rate of pay for all (District 26-2<sup>nd</sup> Division) Court appearances relating to incidents experienced by any such member during the course of such member's duties.

25.2: Each member of the Ecorse Fire Department shall receive a minimum of four (4) hours pay at time and one-half the regular base rate of pay for all other court appearances which are related to on-duty incidents for which such court appearances are necessary.

ARTICLE 26.  
VACATIONS

26.1: Each member of the Ecorse Fire Department working a 48 hour scheduled week shall receive vacations in accordance with the following schedule:

15 years or more	1-6 day and 1-7 day paid vacation per year
8-14 years of service	2-6 day paid vacations per year
0-7 years of service	2-5 day paid vacations per year

26.2: Vacations will be taken in accordance with seniority and will not include SK, K, sick days, duty or non-duty injury leave days, compensation time days, or any other leave day not listed.

26.3: No more than two (2) employees may be scheduled for vacation on any given day, even if no other employees are pre-scheduled off that day.

26.4: Each member of the Ecorse Fire Department working a 40 hour scheduled week shall receive 2-12 day paid vacations excluding weekends for a total of 24 paid days of vacation per year. Each member of the Ecorse Fire Department working a 40 hour scheduled work week who has 15 years of service within the Department shall be entitled to one additional vacation day per year of service with a maximum of 34 paid vacation days per year.

26.5: Pre-Scheduled Days off: No more than three (3) employees may be pre-scheduled off on any given day for vacations, sick/flex days, school, conventions, comp-time or super Kelly; however, no more than two (2) employees may be off on a super Kelly, even if no other employees are pre-scheduled off that day. These restrictions do not include regularly scheduled days off (Kelly days). \*\*\*\*\*The City agrees that it shall not force Bargaining Unit Members to use leave days of any kind when they are scheduled to work.

#### ARTICLE 27. SICK DAYS

27.1: Each member of the Ecorse Fire Department shall be allotted 6-24 hour days per year, not to accumulate more than 40, for the purpose of sick leave commencing at the beginning of each contract year. The current sick leave bank shall be frozen and used only in the event that an employee has already utilized his 6-day per year allotment. One (1) sick day may be used as a sick/flex day per year. It is understood that twenty-four (24) hour notice will be given when taking a sick/flex day for other than sickness. Management may require proof of illness when a flex day is used without 24 hours notice.

27.2: The City shall pay 1/10 of the bank remaining each year to each employee until through use and/or payments the bank has been reduced to 40 days. All payments under this section shall be made in July of each fiscal year.

27.3: If after reporting to duty, a forty-eight (48) hour employee takes any sick time in accordance with past practice (e.g., sickness in family), his sick time shall be computed as follows:  
Leaving between the hours of 8A.M. and 4P.M. Loss of twenty four (24) hour sick day.  
Leaving between the hours of 4P.M. and 12A.M. Loss of sixteen (16) hours sick day.  
Leaving between the hours of 12A.M. and 8A.M. Loss of eight (8) hours sick day.

27.4: It is not the policy of the Department to require employees to provide excuses for use of sick leave of short duration. However, any employee who uses unexcused sick leave on five (5) or more occasions within a twelve (12) month period may be subject to progressive discipline.

ARTICLE 28.  
PAYMENT FOR DUTY CONNECTED INJURY

28.1: In the event any employee is sick or injured in the performance of his duty as a firefighter and/or EMT, whether during scheduled hours or otherwise, he shall receive the difference between his full pay and his Worker's compensation for the period of his disability, in accordance with established procedures and the City Charter for up to two years.

28.2: All present benefits shall be maintained with the exception of hospital, medical and dental benefits where the employer's obligation to pay such benefits will terminate after two years.

28.3: No sick days shall be deducted for a duty-connected sickness or injury.

28.4: If a determination is made that any sickness or injury is duty connected, all sick days used shall be returned to the employee.

28.5: After two years, a member remaining on worker's compensation may at his own expense remain in the City's Health Insurance Plan.

ARTICLE 29.  
BEREAVEMENT LEAVE

29.1: Upon application, leave of absence not exceeding five (5) calendar days with pay will be allowed in case of death of a firefighter's spouse and any of the following relatives of either the firefighter or the firefighter's spouse:

Child	Brother
Stepchild	Sister
Father	Grandparent
Stepfather	Grandchild
Mother	Stepmother

29.2: If death occurs over three hundred (300) miles away or in an unusual hardship case, an additional two (2) calendar days may be granted with the permission of the Chief of Fire.

29.3: Should that bereavement occur during period of vacations, any days that would have been working days shall be allowed such member over and above vacation time.

ARTICLE 30.  
JOB VACANCIES AND JOB ASSIGNMENTS

30.1: All individuals who become members of the full-time Firefighters Bargaining Unit prior to July 1, 1988 and who are holding a rank such as Captain, Lieutenant or Sergeant by way of example, shall continue to hold said rank and will not be demoted. Moreover the City will promote these same firefighters to fill all vacancies occurring in the rank structure of the department, whether by retirement, discharge, injury or otherwise. There shall be a guaranteed rank structure of no less than the following at the command level: Two (2) Captains; Two (2) Lieutenants; Four (4) Sergeants.

30.2: Regardless of date of hire, in order to be eligible for promotion an individual must meet the following minimum criteria, unless such State of Michigan certification through the Michigan Fire Fighters Training Council should change the curriculum or certification requirements as recognized by the State of Michigan:

For Sergeant:	EMT AND FIRE OFFICER I
For Lieutenant:	EMT AND FIRE OFFICER I & II
For Captain:	EMT AND FIRE OFFICER I & II

(Note that employees who do not meet these minimum standards will still be eligible for promotion if they can meet these minimum standards within twelve months of the effective date of their promotion. The City may consider granting extensions to this twelve-month period for good cause shown.)  
With these caveats, promotions shall continue to be made upon the basis of seniority.

30.3: No individual will be hired into this Bargaining Unit after February 1, 1994 unless that individual has first passed an entrance examination given to all such applicants. The City retains the right to decide which individual to hire from among those who passed the entrance examination.

30.4: Bargaining Unit members agree to cooperate fully in orientation of part-time firefighters.

ARTICLE 31.  
NON-ECONOMIC NEGOTIATIONS

31.1: The Union may negotiate non-economic items with the appropriate City agency.

ARTICLE 32.  
FIREFIGHTERS BILL OF RIGHTS

32.1: It is recognized that the citizens' complaints against firefighters must be investigated in order to preserve the integrity of the profession. This investigation shall be carried out in an expeditious and professional manner. Further, that the Constitutional Rights of those individuals involved shall be preserved.

32.2: Whenever a member of the bargaining unit is under investigation or subject to examination or questioning by a commanding and/or the appropriate bureau or unit for any reason which could lead to disciplinary action, transfer or charges, such investigation or questioning shall be conducted under the following conditions.

32.3: The questioning shall be conducted at a reasonable hour, preferably at a time when the member is on duty. If such questioning does occur during off time of the member being questioned, he shall be compensated for such time in accordance with the overtime provisions of the contract.

32.4: The member under questioning shall be informed prior to such questioning of the rank, name and command of the officer in charge of the investigation, the questioning officers and all persons present during the questioning. All questions directed to the member under questioning shall be asked by one person at a time.

32.5: The member under investigation shall be informed of the nature of the investigation and see written charges, accusations or letter of complaint and have time to discuss these with Union and/or attorney.

32.6: Where charges against a member do not involve a possible violation of the criminal Law, the member if ordered to do so, shall make a written statement in response within twenty-four (24) hours of the receipt of the written charges, accusations or letters of complaint. Failure to make such a statement may result in disciplinary action.

32.7: Questioning sessions shall be for reasonable periods and shall be timed to allow for personal necessities and rest periods and shall be timed to allow for personal necessities and rest periods as are reasonably necessary; provided that no period of continuous questioning shall exceed one hour without a ten (10) minute rest period, with the member's consent.

32.8: The member under questioning shall not be subject to abusive Language. No promise of reward shall be made as an inducement to answering any questions, nor shall his name, home address or photographs be given to the press or news media without his expressed consent.

32.9: If a tape recording is made of the questioning, the member shall have access to the tape if any further proceedings are contemplated.

32.10: If the member about to be questioned is under arrest, or likely to be placed under arrest as a result of the questioning, he shall be completely informed of all of his constitutional rights prior to the commencement of any questioning.

32.11: Prior to any conversation pertaining to actions of members that may result in disciplinary action to any member of this bargaining unit, the Union shall be present. Furthermore, if the member so requests, the Union shall represent the member.

32.12: A member of the bargaining unit may be requested or required to subject himself to a polygraph examination. A member shall not be subject to disciplinary action for refusal to submit to a polygraph examination, nor shall any said refusal reflect a presumption of guilt or innocence.

32.13: No member of this bargaining unit shall be subject to disciplinary action for appearing before a State or Federal Grand Jury at which he presented testimony under oath and has been sworn to secrecy.

32.14: If any employee is suspended or dismissed as the result of disciplinary action and/or trial board hearing, or because he is charged with the commission of a felony, the Employee will continue to pay the employee's contractual insurance premiums until the suspension is resolved through arbitration or court decision. If the Employer's action is upheld or the employee is found guilty of the charges alleged against him, then the employee shall repay the City the money expended for the contractual insurance premiums which monies may be deducted from the employee's accumulated sick leave, personal leave, vacation and compensatory time banks. The Employer's obligation to pay the employee's contractual insurance premiums shall be limited to the amount of the monies available in the employee's accumulated sick leave, personal leave, vacation and compensatory time banks.

32.15: No member of this bargaining unit will be subject to disciplinary action for taking part in political activity when not on duty and out of uniform.

32.16: The employer will represent a member against who a claim or civil suit is brought for any act, action or omission arising out of and in the course of his employment.

32.17: Any discussion or conversation occurring between a Union Representative and any member who has been charged with a violation of the Rules and Regulations or charged with any contract violation, shall be privileged to the extent that the Union officer shall not be called to testify as to said conversations in any arbitration or civil service hearing.

32.18: The parties agree that audio surveillance equipment shall not be used in any area of the Fire Station and Fire Department vehicles. Video surveillance equipment shall not be used in any disciplinary matters, with the exception of any act resulting in the conviction of a misdemeanor or felony.

32.19: The parties agree that no audio or video surveillance equipment shall be installed in the following areas of the Fire Station: 1) Recreation/TV room. 2) Dormitory. 3) Bathroom. 4) Locker room. 5) Kitchen.

ARTICLE 33.  
HOLD HARMLESS CLAUSE

33.1: The City of Ecorse agrees to indemnify and hold harmless all members of the bargaining unit from and against all claims or suits based on negligence or fact, damages, costs, losses and expenses arising out of the defense of each and every action taken by a firefighter and/or Emergency Medical Technician in the course of and in the performance of their official duties in accordance with established departmental rules, regulations and procedures. Said indemnification shall include destruction of property, negligence or any other cause of action which is a result of action required to be taken by a member of the Ecorse Fire Department in the course of and arising out of performance of his duties as a member of the Department, provided that said member has conducted himself in accordance with established state law or departmental rules, regulations and procedures. Said indemnification shall either take the form of insurance coverage, including defense and payment of judgment of settlements, or by providing of legal counsel and payment of judgment or settlements, or by providing of legal counsel and payment of judgments or settlements, insurance or self-insurance being with the sole discretion of the City. This provision shall not apply to any claims or suits resulting from intentional wrongdoing or gross negligence on the part of a member of the Ecorse Fire Department.

33.2: A firefighter performing Emergency Medical Technical services or ambulance driving services shall not be subject to departmental discipline for obedience to the directions of a physician, who undertakes the management of a patient in an emergency at the scene of the emergency. Such management of the scene of the emergency contemplates the inclusion by way of illustration and not limitation, directions as to treatment and/or transportation of the patient to a medical health care facility.

33.3: The City of Ecorse agrees to indemnify and hold harmless and come forth and defend all members of the bargaining unit and the Union and its officers from and against all claims or suits brought against it by reason of the execution of this contract and particularly the provisions contained in Article 13.2 with respect to mandatory training and licensing of firefighting personnel and Article 42 with respect to engineers.

ARTICLE 34.  
GRIEVANCE PROCEDURE

34.1: Whenever a member of the Ecorse Fire Department has a complaint or grievance, he shall take it up first with the Union.

STEP 1. The Union on the employee's behalf, may file the grievance with the Fire Chief in an attempt to settle the dispute. No grievance shall be considered which is presented later than ten (10) calendar days after the occurrence giving rise to the grievance. The Chief shall answer the grievance within ten (10) calendar days. The Chief's disposition shall be in writing, setting forth all the facts relied upon in support of his disposition.



STEP 2. If the grievance is not satisfactorily settled in accordance with step 1 above, it shall be presented in writing by the Union to the Mayor or his designated representative within fifteen (15) calendar days after the step one (1) disposition is received.

STEP 3. In the event the Union is not satisfied with the disposition of the dispute, it may within fifteen (15) days, file the dispute with the American Arbitration Association for final and binding arbitration in accordance with AAA rules.

#### ARTICLE 35. RESIDENCY

35.1: The City shall not require residency in the City of Ecorse as a condition of employment for any employee, however employees shall establish residency in the United States within twenty (20) miles of any border of the City of Ecorse.

#### ARTICLE 36. FIRE HYDRANTS

36.1: Between Labor Day and April 1st, it shall be the responsibility of the members of the bargaining unit to perform the following duties:

1. All hydrants will be inspected twice during this time, and if necessary, pumped dry or flushed. Reasonable cleanup time shall be permitted.
2. The Chief of the Fire Department will assign the duties enumerated in this section without regard to rank, except the officer in charge may be excluded, and shall distribute the duties equally and not as a disciplinary measure.
3. The duties enumerated above shall not be assigned for weekends or holidays.
4. If a hydrant is used by the Fire Department, it will be pumped dry and inspected as soon as possible after the use.

#### ARTICLE 37. PHYSICAL EXAMINATIONS

37.1: All members of the Fire Department of the City of Ecorse shall receive a complete physical examination at the expense of the City. The member shall be entitled to at least one such examination during a twenty-four (24) month period.

37.2: The results and/or diagnosis of such a medical examination shall be utilized by the parties hereto in accordance with the Rules and Regulations of the Department.

37.3: Testing: If there is reasonable cause, employees may be tested for drug, alcohol and psychological fitness for duty. Two (2) Officers on duty must agree that there is cause, one of which may be the Chief; if there is only one Officer on duty, that Officer may determine if there is reasonable cause.

37.4: The City and the Union agree to be bound by the psychological fitness testing language as delineated in Article 37.3. The parties further agree that, at any time any referral is made, each of the referring Officers shall make an official written record stating the basis for the reasonable cause required to refer an employee for testing.

#### ARTICLE 38. SAFETY CLAUSE

38.1: Only certified personnel will inspect and repair Fire Department vehicles and emergency equipment.

38.2: Each member of the bargaining unit will be furnished, for his own use at the City's expense, a M.S.A. breathing mask, or mutually agreed upon substitute, and a "Survivor" flashlight.

38.3: The City of Ecorse will provide and maintain clean, sanitary, and safe buildings and equipment. The City further agrees to repair unsafe work facilities and equipment in the expeditious manner.

#### ARTICLE 39. JURY DUTY

39.1: Any employee who is required to appear for jury duty shall be granted leave without loss of pay, which shall not include overtime for the period of the employee's jury duty. Jury duty pay received by an employee shall be remitted to the Employer.

39.2: For those days an employee is required to serve as a juror and is regularly scheduled to work, the pay rate of an employee during such time off shall not be interrupted. Jury duty pay received by an employee shall be remitted to the Employer.

39.3: An employee shall be required to work on regularly scheduled workdays on which the employee is not required to serve as juror.

39.4: An employee shall return to work on a regular scheduled workday, three (3) hours after completing his jury duty for that day, without loss of any pay.

39.5: An employee shall furnish proof of the jury service.

39.6: An employee scheduled for jury service shall have the right to leave his place of employment two (2) hours prior to the scheduled time of jury duty.

39.7: That employees who have lost the opportunity to work overtime as a result of jury duty, shall have each lost opportunity for overtime restored after the conclusion of assignment to jury duty. The restoration of each such opportunity shall be accomplished

by adding the employee's name to the overtime list in addition to the regularly scheduled overtime rotations.

**ARTICLE 40.  
GROOMING CODE**

40.1: The hair at the back of the neck shall not be lower than the top of the uniform collar.

40.2: Side burns shall not be lower than one (1) inch below the tip of the ear lobe.

40.3: Mustache shall not protrude farther than one and one half (1 ½) inches beyond the outer edge of the mouth and not more than two (2) inches below the lower lip.

40.4: Hair should not cover ears by more than one-half (1/2) of the ear.

**ARTICLE 41.  
PENSION TRUST RETIREMENT BENEFITS**

41.1: The parties adopt (but only to the extent not superseded herein) by reference, the provisions of Chapter XV, the City of Ecorse Charter, titled Pension and Disability Benefits for Policeman and Fireman provisions, subject to the following additions and/or modifications, it being understood and agreed that no employee covered under the terms and conditions of this Collective Bargaining Agreement shall receive a reduction in any pension amount by reason of any of the terms and conditions set out in this article of this Collective Bargaining Agreement, and it being understood and agreed that to the extent of any conflict between the pension provisions of the Charter and this Collective Bargaining Agreement shall be controlling and shall supersede the Charter provisions.

41.2: All pension benefits shall be fully vested in each employee after ten (10) years of service with the City of Ecorse. An employee who has less than ten (10) years of actual service, whose employment is terminated, voluntarily or involuntarily, through other than a disability injury, shall be entitled to return of all contributions made by that employee under the pension plan. Benefit entitlement shall commence at age sixty (60) years, and the same shall not inure to other persons.

41.3: 1. The pension trust fund shall be under the supervision and management of the Board of Trustees of the Ecorse Police and Fire Pension Fund which shall have the authority and duty to manage and administer the pension trust fund in accordance with the powers, duties and limitations as set forth in Public Act 314 of 1965, as amended (MCLA 38.1132 et seq., MSA 3.981 (112) et seq.), other applicable Law and as set forth herein. The Board of Trustees shall be vested with the general administration, management and responsibility for the proper operation of the pension trust fund.

2. The monies and investments of the pension fund shall be used for no purpose other than payment of the benefits under the pension system and the payment of expenses for maintaining and investing the funds of the system and properly managing and operating the system in accordance with applicable Law.

3. In addition to the authority, duties and responsibilities set forth above, the Board of Trustees shall: (1) calculate and certify the annual pension benefits due any eligible retiree from the Police and Fire Pension Fund, consistent with applicable Law and applicable collective bargaining agreements; (2) Make rules and regulations necessary to the proper conduct of the business of the pension trust fund; (3) Retain Legal, medical, actuarial, clerical or other services as may be necessary for the conduct of the affairs of the pension trust fund and make compensations for the services retained; (4) Certify to the City Council, the amount to be contributed by the City, as provided by applicable Law; (5) Keep and maintain accurate records or correspondence, investments and other business transacted by the Pension Fund Board, and copies of such records will be filed with the City Clerk; (6) Hold meetings at least once a month and conduct meeting in accordance with the Open Meetings Act of the State of Michigan; (7) Disburse the pensions and other benefits payable under this act; (8) Provide or cause to be provided actuarial reports, investments reports and copies of the minutes of meeting of the Board of Trustees to the City Clerk.

41.4: The Pension Board has received a determination letter from the Internal Revenue Service which provides that the pension system is a qualified plan pursuant to applicable sections of the Internal Revenue Code. The Pension Board and the City shall do all that is necessary and required to maintain said qualified status of the plan.

**41.5: Prohibition Against Reversion of Funds to the City:**

It is agreed by the City and the Association that this pension plan and trust has been created for the exclusive benefit of the members and beneficiaries as set forth herein. The funds thereof have been established for the benefit of the members and for the operation of the pension system. No part of the principal and income of any of the funds of this plan and trust shall revert to or be returned to the City prior to the satisfaction of all liabilities hereunder to all members, beneficiaries and anyone claiming by or through them.

41.6: Employees covered under the terms and conditions of this Collective Bargaining Agreement who have accrued 25 years of service with the City may retire with full pension benefits regardless of age.

41.7: The parties are aware of the Legal requirements applicable to the funding of public employee retirement systems. The Board of Trustees shall retain an actuary and arrange for actuarial valuations annually or as determined by the Board of Trustees. Such actuarial valuations shall determine what amounts, if any, would be necessary to pay into the pension plan in accordance with section 41.13 hereof, the State constitution (Article 9, Section 24) and any other applicable federal, state or local Law. The City shall then continue to pay, from its general fund or otherwise, any amounts necessary to cause the pension plan to become actuarially sound. An actuarial report shall be made yearly.

**41.8: Appointment of Pension Board:**

1. On the third Tuesday in November of each year, a Board of Trustees of three members shall be chosen as follows: One appointed by the Mayor, with the consent of the Council; One elected from and by the active fire fighters and one elected from and by the active police officers, who are members of the Ecorse Police and Fire Retirement System.
2. Upon the separation from service of the last active firefighter who is a member of the Ecorse Police and Fire Retirement System, the first firefighters representative to the Board of Trustees shall be elected from and by the firefighters retirees receiving benefits from the Ecorse Police and Fire Pension Fund.
3. Upon the death of the last firefighter retiree receiving benefits from the Ecorse Police and Fire Pension Fund, the firefighter's representative to the Board of Trustees shall be elected from and by the beneficiaries of such firefighters retirees receiving benefits from the Ecorse Police and Fire Pension Fund.
4. All members of the Board of Trustees shall continue to serve in their respective capacities until their successor is duly appointed or elected and certified to the Board of Trustees by the City Clerk.

**41.9: 1. Total Disability Defined:**

The term "totally disabled" herein used shall be construed to mean physically unable from any cause, either violent, accidental or natural, to perform his official duties. A person totally disabled shall be considered to have a total disability.

**2. Medical Director:**

- (A) The Board of Trustees shall appoint a physician to serve as Medical Director of the Retirement System who shall serve at the pleasure of the Board of Trustees.
- (B) The Medical Director shall arrange for and pass upon all medical examinations required, shall investigate all essential statements and certificates by or on behalf of a member in connection with application for disability retirement, and shall report in writing to the Board of Trustees his conclusions, medical findings and recommendations on matters referred to him.

**3. Application for Benefits:**

Application for pensions shall be made to the Board of Trustees with an informational copy filed with the City Clerk for transmittal to the City Council. The application for pension shall be made on a form approved by the Board of Trustees and such application shall name medical persons and facilities having medical information regarding the applicant. Such application form shall include medical authorizations and releases to be signed by the applicant enabling the Board of Trustees to obtain medical reports to be submitted to the Board, which will become part of the pension file of the applicant. The applicant shall submit to

a medical examination by the Medical Director as scheduled by the Medical Director. The Board shall request the Fire Department to provide all available applicable medical records which shall be added to the member's pension file. The pension file with the medical history shall be submitted to the Medical Director who shall review such pension file, examine the applicant and report his medical findings, conclusions and recommendations to the Board of Trustees. The Board of Trustees shall grant or deny the application for disability benefits after the Board's review of the written report of the Medical Director.

4. Medical Board of Review:

- (A) If the Board of Trustees, the disability applicant, or any beneficiary shall disagree with the medical findings of the Medical Director, the Board of Trustees on its own motion may or on petition of any such disability applicant or beneficiary shall refer the matter in dispute to a Medical Board of Review consisting of three (3) physicians or surgeons, of whom one (1) shall be named by the Board of Trustees, one (1) by the affected disability applicant or beneficiary and the third by the two physicians so named. Any referral to a Medical Board of Review shall be made within thirty-five (35) days of the Board's grant or denial of disability benefits. The Medical Director shall in no case be a member of the Board of Review. The two (2) members of the Board of Review named by the Board of Trustees and the disability applicant shall be named within thirty-five (35) days after the filing of such petition. The two (2) physicians shall promptly mutually agree to the selection of the third member of the Medical Board of Review. The Board of Review shall promptly examine the medical findings in dispute, may examine the member and shall within sixty (60) days from its appointment file with the Board of Trustees a written report of its findings, which shall be final and binding as to the medical findings. The reasonable expense of such Board of Review as determined by the Board of Trustees shall be paid from investment earnings of the Retirement System.
- (B) As to all applications under this Article, the medical findings of the Medical Board of Review shall be binding on all parties.

5. Total Disability Pension:

If a member shall become totally disabled for duty as a firefighter by reason of injury, illness or disease resulting from any cause, on written application to the Board of Trustees by or on behalf of such member or by the head of his Department, such member shall be retired; provided (1) the Medical Director, after examination of such member, makes medical findings supporting the member's total incapacity and recommends to the Board of Trustees that the member be retired on disability; (2) no Medical Board of Review is requested seeking review of the findings of the Medical Director and (3) in the case a Medical Board of Review is requested, the Medical Board of Review makes medical findings

supporting the member's total incapacity and recommends to the Board of Trustees that the member be retired on disability.

6. Total disability Benefits:

Any firefighter subject to retirement as set forth in this section shall upon his own application and may upon the application of the Department Head be retired on an annual pension of sixty-two and one-half (62.5 %) percent of his annual total earnings determined over the period of three (3) years preceding the date of his total disability provided that if he is determined to be totally disabled before he has served a period of three (3) years, said pension of sixty-two and one half (62.5%) percent of his average annual total earnings shall be determined over the full period of his employment.

7. Termination of Disability:

Any firefighter whose retirement for disability has been effectuated or terminated shall at any time upon the request of himself or the Board of Trustees, be re-examined by the Medical Director who shall report his findings, conclusions and recommendations to the Board of Trustees. If the Board of Trustees, after receiving the report of the Medical Director, shall find that said total disability has ceased, then such firefighter shall be returned to duty at full pay, provided however, that such former employee has not waived his rights to re-employment by the City of Ecorse via written agreement as part of a redemption settlement or otherwise between such firefighter and the City.

8. Partial Disability-Definition/Benefits:

No benefits shall be paid from the Retirement System for partial disability. A member who is disabled shall be entitled to apply for Worker's Compensation benefits.

9. Records:

The Board of Trustees shall keep a record of all its proceedings, including a complete history and record of the action of its Board in granting or denying pension benefits and shall provide such information to the City Clerk.

10. Burial Expense:

If death results to a member before his retirement because of the contracting of any disease or illness or the suffering of any injury as a result of occupation while in the performance of duty, there shall be paid from the Pension Fund in addition to the benefits hereinbefore provided, One Thousand Five Hundred (\$1,500.00) Dollars toward the expense of his burial.

11. Survivor's Benefits:

If any firefighter of the City of Ecorse shall die from any cause, either before or after any retirement, a pension in the same amount provided by this Agreement shall be paid to the surviving spouse or children as additional payments for services rendered as follows:

- (A) If such firefighter leaves a surviving spouse, then to said surviving spouse until death.
- (B) If such firefighter leaves no surviving spouse, or if such surviving spouse shall later die, then his surviving children under eighteen (18) years of age, each to share equally, until he or she attains the age of eighteen (18) years or dies, which ever occurs first, including posthumous children if such person dies before retirement and excluding any children born after retirement. As used herein, "spouse" means the person to whom the retiree was legally married on both the effective date of retirement and the date of the retiree's death, or in the case of the death of an active member, the person to whom the member was legally married on the date of the member's death. In the case of the death of an active member, survivor's benefits in the same amount provided by section 41.9 (6) hereof shall be paid. In the case of the death of a retiree, survivor benefits in the same amount as previously being paid to the retiree shall be paid. In the case of an inactive vested former member, survivor benefits in the same amount and at the same time as provided to the vested former member by this Agreement shall be paid. Benefits shall not be paid under this subsection on account of the death of a retiree if the retiree elected to receive his or her pension under either Option I or II provided for in section 41.14 (2) hereof.

12. Re-Examination of Disability Retirees:

- A) Once each year during the first five (5) years following retirement of a member on a disability pension or a disability retirement allowance and at least once in every three (3) year period thereafter the Board of Trustees may, and upon his application, shall require any disability retiree, if he would not then be eligible for a full retirement allowance had he remained in active service, to undergo a medical examination; such examination shall be made by, or under the direction of the Medical Director at a place to be fixed by the Board of Trustees. Should such disability retiree refuse to submit to such examination, his disability pension or disability retirement allowance may be discontinued until he shall submit to such examination and should such refusal continue for sixty (60) days, all his rights in and to a pension may be revoked by the Board of Trustees. If on medical examination of the beneficiary, the Medical Director reports, and the report is concurred in by the Board of Trustees, that the beneficiary is physically able and capable of resuming active duty as a firefighter, he shall be restored to such duty and his disability pension shall cease.



Such member so restored to active duty shall be returned to duty in a rank or grade equivalent to or higher than the rank or grade in which he was serving at the time of his last retirement and his compensation shall be that provided for the rank or grade in which he is restored to service. It shall be the duty of the City to restore such member to duty forthwith, provided however, that such member has not waived his rights to re-employment by the City via written agreement between such member and the City.

- B) If the Board of Trustees shall find that a disability retiree, prior to full retirement, is engaged in a gainful occupation, paying more than the difference between his last compensation as an active employee and his disability pension, the amount of his pension shall be reduced to an amount, which together with the amount earned by him, shall equal the amount of his last compensation. Should his earnings later change, the amount of his pension may be further modified in like manner.
- C) A disability retiree, who shall be reinstated to active service, as provided in this section, shall from the date of such restoration again become a member of the pension fund and he shall contribute to the Fund thereafter in the same manner and at the same rate as then in effect. Any prior service on the basis of which his services were computed at the time of his retirement shall be restored to full force and effect, and he shall be given service credit for the period of time he was in retirement and in receipt of worker's compensation benefits due to such disability.

### 13. Disability Pension Offset by Compensation Benefits:

Any amounts which may be paid under the provisions of any workmen's compensation, or pension, or similar Law, excluding federal social security disability benefits, to a member, or to the dependants of a member on account of any disability or death, shall be offset against and payable in lieu of any benefits payable out of funds provided by the pension trust fund under the provisions of the pension trust fund on account of the same disability or death.

41.10: The City acknowledges that trustees have a legal duty to meet their fiduciary obligations to the trust fund, its members and beneficiaries and from time to time will attend court hearings, other meetings relative to business of the pension trust fund and educational conferences and seminars. The City agrees that should such meeting and/or hearing dates occur on days that a trustee is scheduled to perform his duties as firefighter, such trustee shall be excused with pay to perform his duties as pension fund trustee. It is agreed, however, that attendance at pension educational conferences and seminars shall not exceed six (6) paid working days per year for the firefighter's trustee.

41.11: Effective July 1, 1991, the Board of Trustees of the pension trust fund shall use a formula whereby the Board utilizes total earnings for the consecutive 36-month period of employment selected by the Employee (excluding any lump sum payments

which are not applicable to that period and excluding excess sick bank reduction payments pursuant to section 27.2 hereof), divided by three, multiplied by 2.5% multiplied by years of service, divided by 12, determines the monthly pension benefit. The retiring employee shall receive annual pension benefits payable monthly in said monthly amount subject to a maximum annual limitation of 65% of such average annual total earnings. As used herein "total earnings" shall include base wages paid (which encompasses payments for holidays, vacation days, sick days, flex day and compensatory time used) EMT pay, overtime, call-in time, longevity, food allowance, clothing and cleaning allowance, off-duty court time and deferred compensation amounts applicable to and earned during the 36<sup>th</sup> month period of employment selected by the employee for pension purposes. In addition, "total earnings" shall also include up to 25 days of vacation bank payoff at retirement, up to 40 days of sick bank payoff at retirement and the value of the compensatory time payoff at retirement. "Total earnings" shall include no other items.

41.12: The value of any unused sick leave amount, vacation time, compensatory time, shall be paid in cash to the retiree by the City from City general funds within 30 days of the effective date of retirement.

41.13: Effective July 1, 1988, the plan shall become a non-contributory plan and the employees shall not be required to make any contribution. The employer shall fund the plan as provided by the circuit Court Judgment Levy until such time as the Judgment Levy is satisfied at which time the provisions of section 41.07 will be in effect. The City recognizes that the Judgment Levy only provides funding for the Pension Fund's benefit liabilities based upon the plan provisions in effect on December 31, 1988. Therefore, the City agrees to fund any plan benefit increases granted subsequent to December 31, 1988, including those contained in section 41.11 (increasing the multiplier from 2.4% per year and maximum pension from 60% to 2.5% and 65%, respectively) and section 41.19 (allowing the purchase of military service credit) hereof, in addition to the annual amounts required by the Judgment Levy, in accordance with the provisions of section 41.07 based upon a 20 year amortization of the unfunded accrued liabilities created by such benefit increases.

41.14: Full Retirement and Benefits:

1. A full retirement is an employee with at least 25 years of service (which includes a member's intervening lay-off periods and can include military service per section 41.19 if purchased) or disability retirement at the time the disability retiree would have attained 25 years of service had the disability retirement not occurred. The formula for a full retirement is explained in section 41.11. All employees with at least 20 years of service (which includes a member's intervening lay-off periods and can include military service per section 41.19 if purchased) but not yet 25 years of service may take an early retirement. This retirement will be reduced by 2.5% or the fraction thereof for each year short their full retirement. For example, an employee on his 20<sup>th</sup> year anniversary would select his 36 consecutive month period of total earnings, divided by 3, multiplied by 50%, divided by 12, determined his monthly pension benefit.

2. Before the effective date of the member's retirement or conversion from a disability retirement to a full retirement as provided in this section, but not thereafter, a member may elect to receive his or her benefit in a pension payable throughout the member's life, called a full or early retirement pension, as the case may be, or the member may elect to receive the actuarial equivalent computed as of the effective date of retirement, of the member's full or early retirement pension in a reduced retirement pension payable throughout the member's life and nominate a survivor beneficiary in accordance with option I or II as provided in this subsection. Except as otherwise provided in this article, if a member fails to elect an option before the effective date of retirement, then the pension shall be paid as the applicable full or early retirement pension. The retirement option may be selected at any time by the employee.

**OPTION I.** Upon the death of a retired member, his or her reduced retirement pension shall be continued throughout the life of and paid to the person, having an insurable interest in the retired member's life, the member nominated by written designation duly executed and filed with the Board of Trustees before the effective date of the member's retirement.

**OPTION II.** Upon the death of a retired member, one-half of his or her reduced retirement pension shall be continued throughout the life of and paid to the person, having an insurable interest in the retired member's life, the member nominated by written designation duly executed and filed with the Board of Trustees before the effective date of the member's retirement.

**41.15:** All employees who are covered under these terms and conditions of this Agreement, and who either retire at full pension benefits or an early retirement benefit shall receive both health and life insurance as described in this Agreement and provided by the City from City funds.

**41.16:** Application for either full or any early retirement, shall be made to the Board of Trustees with an information copy filed with the City Clerk for transmittal to the City Council.

**41.17:** All employees hired after January 1, 1980, and including those hired after the signing date of this Agreement, shall come under the MMERS Plan B-3, F50 (25 years), F55 (15 years), FAC-3, Contribution Program 0%, and earn benefits accordingly under that plan, as modified herein. The retirement earned percentage will be adjusted to 2.35% with 25 years regardless of age adjusting said plan.

**41.18:** Employees may elect to transfer to MMERS Pension Plan B-3, FAC-3, F50 (25 years), Contribution Program 0%, and earned benefits accordingly under that plan, as modified herein, and have all past employee contributions to the Ecorse Police & Fire pension plan refunded to employees by the Ecorse Police & Fire Pension System. The retirement earned percentage will be adjusted to 2.35% with 25 years regardless of age adjusting said plan.

**41.19:** Employees may purchase upon approval of the City Council a maximum of four (4) years military service in the same manner as allowed in the City's MMERS plan

(MCLA 38.1509; MSA 5.4001 (9)). For the purposes of this section, "compensation" as used in MCLA 38.1509; MSA 5.4001 (9) shall mean "total earnings" as used in this Article. All payments for purchases of military service hereunder shall be promptly transmitted to the Board of Trustees for deposit in the Pension Fund. The Board of Trustees shall adjust its records to reflect a member's purchase of military service upon receipt of authorization for such purchase by the City Council and said payment therefor.

41.20: The city and the Union recognize that members of the Union and Retirement System may be promoted into positions not included in the membership of the Union. Therefore, the City and the Union agree that provisions of this Article, including any future changes and benefit increases, shall apply to all members of the Retirement System; provided, however, that nothing contained in this Article or any future changes herein shall cause a reduction in retirement benefits to any member of the Retirement System who is not also a member of the Union. The additional annual actuarial liability created by any retirement benefit increase granted to any member of the Retirement System who is not also a member of the Union shall be funded by the City in that year in addition to the funding required by sections 41.7 and 41.13 hereof.

**41.21: Benefit Limitations:**

1. Notwithstanding any other provisions of the retirement system, a member's projected annual pension benefit under the retirement system and all other defined benefit plans maintained by the City, as of the end of any calendar year, may not exceed an amount which is actuarially equivalent to an annual pension payable for life only (not taking into account that portion of any joint and survivor pension which constitutes a qualified joint and survivor annuity under section 417(B) of the Internal Revenue Code and not taking into account any ancillary benefit which is not directly related to retirement income as provided in section 415(b) (2) (B) of the Internal Revenue Code) equal to the lesser of:
  - A. \$90,000.00 (or such greater amount as may be determined by Commissioner of Internal Revenue), or
  - B. 100% of the member's average annual compensation from City as reflected on his W-2 during that period of the three consecutive calendar years in which he actively participated in the retirement system and had the greatest aggregate compensation from his/her employer.

If a member in this system also is or becomes a participant in any defined contribution plan maintained by the City, the aggregate benefits payable to, or on account of, him/her under both plans will be determined in a manner consistent with section 415 of the Internal Revenue Code of 1986 and section 235 of the tax equity and responsibility act of 1982. Accordingly, there will be determined with respect to the member a defined contribution plan fraction and a defined benefit fraction in accordance with said sections 415 and 235.

If a member is, or was, covered under a defined benefit plan and defined contribution plan maintained by the employer, the sum of the participant's defined benefit plan fraction and defined contributions fraction may not exceed 1.0 in any limitation year.

2. If the retirement income benefit begins before age 62 years, the determination as to whether the \$90,000.00 limitation has been satisfied shall be made in accordance with regulations prescribed by the Secretary of Treasury, by reducing the limitation so that such limitation (as so valued) equals an annual benefit (beginning when such retirement income benefit begins) which is equivalent to a \$90,000.00 annual benefit beginning at age 62 years.

3. Such limitation shall not be reduced below (a) \$75,000.00 if the benefit begins at or after age 55 years, or (b) if the benefit begins before age 55 years, the equivalent of the \$75,000.00 limitation for age 55 years.

4. If the retirement income benefit under the plan begins after age 65 years, the determination as to whether the \$90,000.00 limitation has been satisfied shall be made in accordance with regulations prescribed by the Secretary of the Treasury, by increasing the limitations of paragraph 41.20(1) above so that such limitation (as so increased) equals an annual benefit (beginning when such retirement income benefit begins) which is equivalent to a \$90,000.00 annual benefit beginning at age 65 years.

5. For purposes of adjusting any limitations in this section, the interest rate assumption shall be 5%.

6. No adjustments for cost of living shall be taken into account before the year for which such adjustments first take effect.

7. This section is further subject to all of the applicable provisions of section 415 of the Internal Revenue Code.

8. The employer, with the consent of the Union, elected prior to June 30, 1991, the close of the first plan year beginning after December 31, 1989, to come under the "grandfather" provision of the Internal Revenue section 415 (b) (10) (C). Therefore, benefits for employees hired on or after January 1, 1990 shall not exceed the section 415 benefit limits otherwise applicable to firefighters and police officers notwithstanding any other plan provision to the contrary and in the event new benefit improvements become part of the plan after October 14, 1987, the benefits of all members retiring subsequent to the effective date of such benefit improvements shall not exceed the section 415 benefit limits otherwise applicable to firefighters and police officers notwithstanding any other plan provision to the contrary.

#### 41.22: Top Heavy Provision:

In the case of a top heavy plan that does not meet the requirements of section 416(h)(2) of the Internal Revenue Code, the denominators of the defined benefit and defined contribution fractions (as described in section 415(e)(1) are computed by substituting a factor of 1.0 for 1.25.

#### 41.23: Actuarial Assumptions:

The actuary calculated the contribution requirements and benefits values of the Fund by applying actuarial assumptions to the benefit provisions and information furnished. From time to time it becomes necessary and appropriate for the Board of

Trustees to modify one or more of the assumptions to reflect experience trends (but not random year to year fluctuations). The following are the currently utilized actuarial assumptions:

- A) The rate of investment return is 8.0% per year, compounded annually. This assumption is used to make money payable at one point in time equal in value to a different amount of money payable at another point in time. This rate is not the assumed real return, which is the rate of return in excess of the inflation rate.
- B) The mortality table currently utilized is the 1971 Group Annuity Mortality Table projected to 1991 and set back 0 years for men and 5 years for women. This assumption is used to measure the probabilities of members dying before retirement and the probabilities of each benefit payment being made after retirement.

**41.24: Termination or Partial Termination:**

In the event of termination or partial termination of this plan, a member's interest under the plan as of such date is nonforfeitable to the extent funded in conformity with section 411(d)(3) of the Internal Revenue Code and Treasury Regulations section 1.411(d)-2.

**41.25: Merger, consolidation or Transfer:**

In conformity with section 414(1) of the Internal Revenue Code, in case of any transfer of assets or liabilities of this plan to any other plan, or any merger or consolidation with any other plan, each participant in the plan would (if the plan then terminated) receive a benefit immediately after the transfer that is equal to or greater than the benefit the participant would have been entitled to receive immediately before the transfer (if the plan had then terminated).

**41.26: MMERS Modification:**

1. Except as modified herein, the provisions of the Municipal Employees Retirement Act of 1984 with Benefit Programs B-3, F50 (25 years), F55 (15 years), Fac-3, Contribution Program 0 % and the military service credit purchase option pursuant to MCLA 38.1509, MSA 5.4001 (9) shall apply to all employees who are covered by this Agreement and the MMERS pension plan pursuant to sections 54.17 and/or 54.18 hereof.
2. "Compensation" shall include base wages paid (which encompasses payments for holidays, vacation days, sick days, flex days, and compensatory time used), EMT pay, overtime, call-in time, longevity, food allowance, clothing and cleaning allowance, off-duty court time and deferred compensation amounts applicable to and earned during the consecutive 3 year period of employment selected by the employee for pension purposes. In addition, "compensation" shall also include up to 25 days of vacation bank payoff at retirement, up to 40 days of sick bank payoff at retirement and value of the compensatory time payoff at retirement. "Compensation" shall include no other items. "Compensation" shall not include any lump sum payments, which are not applicable to the consecutive 3-year period of employment selected by the employee, and shall not include excess sick bank reduction payments.
3. Membership service to which a member is entitled to have credited to the member's individual service account shall include a member's intervening lay-off periods

and can include military service per MCLA 38.1509; MSA 5.4001(9) if purchased by the member. For the purposes of MCLA 38.1503(1); MSA 5.4001(3)(1) the City shall be deemed to have defined by resolution of its governing body that a day of work includes a day of intervening lay-off period.

4. There shall be no mandatory retirement age.

5. Benefit Program F50 (25 years) shall be applied without regard to age such that a member shall be eligible for a full retirement allowance upon attaining 25 years of credited service regardless of the member's age.

6. The amount of a retirement allowance shall be determined in accordance with Benefit Program B-3 except that the multiplier shall be 2.35% such that the amount of a retirement allowance under Benefit Program B-3 shall be 2.35% of the member's final average compensation multiplied by the member's credited service, subject to the maximum stated in MCLA 38.1516a(2); MSA 5.4001(16a)(2).

7. Benefit Program FAC-3 shall be applied such that the consecutive 3 year period of a member's credited service for which the member's aggregate amount of compensation paid will be used to determine final average compensation may be any consecutive 3 year period as selected by the member.

41.27: Ecorse Police and Fire Pension Fund transfer to MERS: The Ecorse Police and Fire Pension Fund shall be transferred over to the Municipal Employees' Retirement System of Michigan (MERS) and shall be subject to the provisions in Articles 41.24 and 41.25 regarding Termination, Partial Termination, Merger, Consolidation or Transfer. MERS shall assume all administration and related responsibilities in conformance with Article 41 of this Collective Bargaining Agreement, Public Act 312 Award of August 17, 2002, applicable laws, standards and statutes.

41.28: The City will have the right to offer voluntary retirement incentives to certain Members of this Bargaining Unit in order to entice them to voluntarily retire. In addition, the City will offer Bargaining Unit employees a buyout on the same terms and conditions that are offered to any of the other Unions that represent City employees.

## ARTICLE 42. ENGINEER

42.1: All members of the bargaining unit regardless of rank may be used as engineers.

42.2: Part time firefighters and/or any firefighters who are not Members of local 684 shall not be used as Engineers.

ARTICLE 43.  
PART-TIME EMPLOYEES/VOLUNTEER EMPLOYEES

43.1: It is understood by the parties that the employer shall have the right to hire part-time and/or volunteer employees and that such individuals are not covered by the terms and conditions of this collective bargaining agreement. The City agrees that no newly hired Part-Time personnel shall be utilized as manpower on a shift until he/she has been properly trained and oriented to the operations of the Ecorse Fire Department. The parties further agree to discuss, create and implement a training and orientation program to set a minimum standard that shall be met by new hires prior to being used as part of the five (5) Fire Fighter minimum as agreed to in Article 46 of this Collective Bargaining Agreement.

43.2: Part-Time Employees shall not work in excess of twenty-five (25) hours per week.

ARTICLE 44.  
LAY-OFFS

44.1: Individuals who became members of the full time firefighters Bargaining Unit prior to July 1, 1988 shall not be laid off for the remainder of their careers.

44.2: Should layoffs in the Fire Department be necessary, layoffs shall occur in the order of reverse seniority, beginning with part time firefighters and other Fire Department personnel not covered by this Agreement (i.e. Last hired, first fired.). Additionally, upon recall of Members of Local 684 from any layoff period the City agrees that the recall shall be made by last fired, first hired and shall adjust said members seniority within the intervening layoff period (i.e. No loss of time.). Exception: Administrative secretary shall not be included for this article.

44.3: At no time shall the City hire within the Ecorse Fire Department prior to the return of all Bargaining Unit Members that are currently on layoff and shall only hire after each Member of the Bargaining Unit has returned to full duty.

ARTICLE 45.  
DURATION

45.1: This agreement shall be effective on July 1, 2005 and shall continue in full force and effect through June 30, 2011. This agreement shall continue from day to day after June 30, 2011 and until superseded by a negotiated successor collective bargaining agreement and/or Act 312 award.

45.2: Notwithstanding Section 45.1, above, there shall be a wage re-opener of this Labor Agreement only after the following:

1. A receivership is appointed.



2. The City declares Chapter 11.

Either party may invoke Act 312 proceedings.

#### ARTICLE 46 MINIMUM MANNING

46.1: The parties agree that at no time shall a working shift be pre-scheduled with less than five (5) Fire Fighters, at least three (3) of whom shall be Members of the IAFF Full-Time Fire Fighters Bargaining Unit. This section shall be subject to Article 16.9 "Over-Time Call-In" provision.

46.2: As long as the City continues to operate a Fire Department it will guarantee to employ no less than thirteen (13) Full-Time Fire Fighters, who are Members of this Bargaining Unit. Neither party is prejudicing its rights, for the future, with respect to whether the Fire Department must continue to exist.

#### ARTICLE 47 SPECIAL TEAMS

47.1: All Member of this Bargaining Unit that participate in Special Teams, Downriver Mutual Aid (DMA) or otherwise shall be compensated at one and one half (1-1/2) times their hourly rate of pay for participation in these extra duties while not on duty and shall not be forced to participate if Members choose not to do so. DMA members who are on duty shall be granted release time for these activities without loss of pay or benefits. Special Teams shall be defined as any DMA assistance with regard to Hazmat, Investigations, Diving and any other Special Teams that is provided by the DMA pact or as created by the Employer. Additionally, this shall apply to any extra duties performed to assist the City of Ecorse Fire Administration such as HEMS or EMS administration assistance, Training Officer/s or any other extra duties above and beyond regular Firefighting and EMS duties.

#### ARTICLE 48 PROGRESSIVE DISCIPLINE POLICY

48.1: The City agrees that it will use progressive discipline when taking disciplinary actions against an employee. Progressive discipline is designed to be a system that establishes penalties of increasing severity for repeated offenses of a similar nature as a prerequisite to discharge.

48.2: Disciplinary action shall be defined as any action taken by the City against an employee for misconduct, including, but not limited to, violation of department rules and regulations, violations of provisions in this contract proscribing misconduct and conduct unbecoming a city employee while on duty or off duty while in uniform. Disciplinary actions consist of the following:

- a. Oral reprimand

## APPENDIX 6 WAGE SCHEDULE

Wage schedule as of **July 1, 2010**. To reflect Officers 2% increase and Pipeman 3% increase. Based on hourly rates of pay with annual rates based on 2080 hours per year.

<u>Rank</u>	<u>Reg. Rate</u>	<u>Premium rate</u>	<u>Annual rate</u>
Captain	\$30.85	\$46.28	\$64,168.00
Lieutenant	\$29.84	\$44.76	\$62,067.20
Sergeant	\$28.51	\$42.77	\$59,300.80
Pipeman (61-72 Mo.)	\$20.61	\$30.92	\$42,868.80
Pipeman (49-60 Mo.)	\$19.79	\$29.69	\$41,163.20
Pipeman (37-48 Mo.)	\$18.96	\$28.44	\$39,436.80
Pipeman (25-36 Mo.)	\$18.14	\$27.21	\$37,731.20
Pipeman (13-24 Mo.)	\$17.33	\$26.00	\$36,046.40
Pipeman (7-12 Mo.)	\$16.89	\$25.34	\$35,131.20
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## APPENDIX 6 WAGE SCHEDULE

Wage schedule as of July 1, 2010. To reflect Officers 2% increase and Pipeman 3% increase. Based on hourly rates of pay with annual rates based on 2080 hours per year.

<u>Rank</u>	<u>Reg. Rate</u>	<u>Premium rate</u>	<u>Annual rate</u>
Captain	\$30.85	\$46.28.	\$64,168.00
Lieutenant	\$29.84	\$44.76	\$62,067.20
Sergeant	\$28.51	\$42.77	\$59,300.80
Pipeman (61-72 Mo.)	\$20.61	\$30.92	\$42,868.80
Pipeman (49-60 Mo.)	\$19.79	\$29.69	\$41,163.20
Pipeman (37-48 Mo.)	\$18.96	\$28.44	\$39,436.80
Pipeman (25-36 Mo.)	\$18.14	\$27.21	\$37,731.20
Pipeman (13-24 Mo.)	\$17.33	\$26.00	\$36,046.40
Pipeman (7-12 Mo.)	\$16.89	\$25.34	\$35,131.20
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