

**ARTICLE 1.  
AGREEMENT**

- 1.1 This Agreement effective as of **July 1, 2019** by in between the City of Ecorse (here in after 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 and the IAFF shall share the cost providing 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 contract to all Supervision.
- 1.3 Copies of motion and special orders will be posted for all members to inspect for thirty (30) days, provided however, this section does not affect when said orders become effective. Furthermore, each member of the department shall have the individual responsibility to know and understand all existing general orders applicable to the department. Call issue concerning the meaning, applicability, or ambiguity shall be submitted to the Director of public safety.

**ARTICLE 2.  
PURPOSE AND INTENT**

- 2.1 The intent 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 the City of Ecorse 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 here too acknowledged by the parties that this responsibility because been extended by the virtue of the downriver mutual aid Pact, and encompasses same.
- 2.3 Both the employer and union recognize that the primary obligation is to serve the citizens. Furthermore, they are convinced that effective fire protection depends upon personnel who gives 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 and 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 may, at the City's discretion, be offered the opportunity to be cross-trained as police officers and police officers may be cross-trained as firefighters.

### ARTICLE 3. RECOGNITION

- 3.1 The City of Ecorse recognizes the Union as the sole and exclusive bargaining agent for all Firefighters working in City of Ecorse. Included as firefighters for the purpose of this agreement are all full-time firefighters. This City agrees to negotiate with the union items relating to rates of pay, wages, fringe benefits, hours and other conditions of employment for state law.
- 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 the bargaining units or public safety officers.

### 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 bases:
- 4.2 President, vice president, secretary, treasurer and sergeant of arms to be elected by the union.
- 4.3 Members of the Union executive board or an officer from the Union shall handle a grievance during the verbal step. Members of the union executive board may handle a grievance from the Public Safety Directors level on.
- 4.4 The union officers, during their working hours, without either loss of time to pay, may investigate and present grievances in accordance with the grievance procedures including attendance at special conferences, after notifications to their supervisors so that arrangements can be made for their release. Union personnel will make every

effort to conduct union business at time that does not interfere with the operation of the department. Fire and EMT services to the public are top priority.

- 4.5 The officers of the image from the following:
- A. Process and investigative reporter members' grievances.
  - B. Investigative 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 the regular rate for the time lost from work during the regular working hours while official union business in negotiation sessions with the employer and without requirement to make up said time (Not to exceed two (2) employees).
- 4.6 The employer shall meet for the purposes of collective bargaining with a committee selected by the Union of not more than two (2) members of the Union who shall be released from duty. The union may designate its spokesman.
- 4.7 In the event of the union and City are engaged in grievance arbitration and MERC proceedings (but excluding core 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 set 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 won't make no unilateral changes in wages, hours, are conditions of employment unless permitted by this collective bargaining agreement or state law or federal law.

**ARTICLE 6.  
MANAGEMENT RIGHTS**

- 6.1: Except as herein otherwise provided, the Management of the Department and the direction of the working forces, including the right to hire, promote, demote, layoff, suspend without pay, discharge for proper cause, transfer, determine the number of employees to be assigned to any job classification, and to determine the job classifications needed to operate the Employer's jurisdiction is vested exclusively in the Employer.

- 6.2 It is further agreed, except as herein otherwise provided that the responsibilities of Management include, but are not limited to those outlined in this Agreement. In addition to any specified herein, the Employer shall be responsible for fulfilling all normal managerial obligations, such as planning, changing or developing new methods of work performance, establishing necessary policies, organizations and procedures, assigning work and establishing work schedules and of applying appropriate means of administration and control. Provided, however, that the exercise of the foregoing rights by the City will not be used for the purpose of discrimination against any member of the Union or be contrary to any other specific provisions of this Agreement, and provided that nothing herein shall be construed to abrogate the provisions of the grievance provision.

**ARTICLE 7.  
DUES AND DEDUCTIONS**

- 7.1 The City will deduct in 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 who's 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 as such meeting will not interfere with the efficient operation of the Department.

**ARTICLE 9.  
CONVENTIONS**

- 9.1 The parties hereto further agree that two (2) members of the bargaining unit of local 684 IAFF, 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 for benefits and without cost to the City for any expense related thereto.

**ARTICLE 10.  
TRADING TIME**

- 10.1 The existing practice of trading time shall continue. Trading time will not be allowed if it causes overtime. When trade occurs, the time will be worked and not paid for. Prior approval on the Public Safety Director or his designee in his absence that of the commanding officer is required.

**ARTICLE 11.**

## PRIVATELY OWNED VEHICLES

- 11.1 If a member of the Ecorse fire department who works a 40/48 hour week is directed to use his privately owned vehicle for any fire department purpose or to transfer himself to and from school he is attending the direction of the City, he shall become a sitter 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. It shall be the responsibility of the IAFF to defend any grievance or litigation arising from enforcement of this provision by the City.

## ARTICLE 13. SCHOOLING

- 13.1 The City shall pay for any classes/ refresher courses which are required by law, regulation, and /for which the City directs employees to attend. When an employee is promoted before meeting the requirements for promotion, the City shall pay for employee's time, books and tuition for class is necessary to retain the promotion. This 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 Public Safety Director may approve the scheduling of classes, but only if the duties are specifically related to the duties and responsibilities of the employee's employment.
- 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 attention.
- 13.3 The City shall require each firefighter covered by this agreement to be scheduled within the first year to achieve certification requirements. In the event a newly hired firefighter fails to successfully complete the state certifications; such firefighter shall be suspended without pay and such failure to be deemed cause for dismissal from employment for failure to meet the necessary qualifications for continued employment. The union agrees to not file grievances, legal actions, etc. Contesting the City's decision to dismiss the individual from the City's employment and the decision of the City shall be final.

Training shall be an accredited certified school, i.e. Detroit or Macomb.

- 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 fire fighters in 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 firefighting division shall be twenty-four (24) hours per day and forty-eight (48) hours per week utilizing the two (2) platoon system. Pay will be based on 2,496 hours per year.
- 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 leaving from duty.

**ARTICLE 15.  
CALL IN TIME**

- 15.1 “Emergency Recall” shall be defined as a transmittal on the specific request of the Public Safety Director or his duty appointed subordinate to a fire fighter were in the firefighters asked returned to duty to assist the department in handling alarm.
- 15.2 “Recall” shall be defined as the summoning of a Firefighter by the Public Safety Director 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 paid at 1 ½ one and a half times rate of pay 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 a rate of 1 ½ times the hours worked in lieu of overtime pay at 1 ½ times the rate of pay. Compensatory time is allowed if it does not cause overtime.

**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 1 ½ times the employees hourly rate (based on 2,496 hours annually).
- 16.2 Overtime pay shall be paid employees of the fire prevention division for all work in excess of the regularly scheduled work day (8 hours) or work week (40 hours). Such overtime shall be paid at 1 ½ times the prevailing hourly rate.
- 16.3 The member of the Fire department may, at his option, request and received in lieu of overtime pay, compensatory time at the rate of one and one-half (1 ½) times the hours worked. Compensatory time is allowed. In case of emergency, approval is required of the shift officer or Public Safety Director. 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 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 firetrucks. A member can only accumulate the maximum bank of 216 hours of compensatory time.
- 16.6 In order to replace the members the bargaining unit on regularly scheduled vacation the Public Safety Director 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, vacation days, Union leave days, bereavement leave days and other leaves of absence. If a member was originally scheduled to work a holiday and the Public Safety Director 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 public safety director 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 who schedule is modified pursuant to this article. Modifications of work schedules of employees pursuant to this article shall be within the same unit only. The set employee shall be returned to his regular work schedule within thirty-one 31 days.

- 16.7 In the event the Public Safety Director alters or modifies the work schedule of a member of the bargaining unit so as 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 set employees 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 public safety director shall select employees to work on a day when not scheduled in accordance with the selection article 16 relating to equalization of overtime hours.
- 16.8 All computation of overtime and compensatory rates Shelby based upon the rate of pay indicated.
- 16.9 The City will call in one bargaining unit member on overtime whenever necessary to ensure that there is a bargaining unit member on duty at all times.

**ARTICLE 17.  
WAGES**

- 17.1 Effective **July 1, 2019** wages shall be shall be outlined in the attached hourly wage schedule as Appendix A.
- 17.2 Effective December 31, 2016 accumulated and unused compensatory, sick and vacation hours will be frozen and when paid out will be under the wages as Appendix B. Effective January 1, 2017 earned compensatory, sick and vacation days will be paid out in the attached wage schedule as Appendix A.

**ARTICLE 18.  
FOOD ALLOWANCE**

- 18.1 The City shall pay to each full-time member of 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.
- 18.2 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.
- 18.3 Any new full-time hire will receive a food allowance and a pro rata monthly basis.



**ARTICLE 19.  
CLEANING AND CLOTHING ALLOWANCE  
UNIFORM REQUIREMENT**

- 19.1 The City shall pay to each full-time member of the Ecorse fire department the amount of \$850.00 per year as a clothing and cleaning allowance. Payment of the clothing and cleaning allowance shall be made during the month of July.
- 19.2 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, and employee will be paid retroactively on a prorated basis during the first July of employment.
- 19.2 Newly hired fire fighters will be provided by the City, two 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 firefighter shall not be required to purchase a class A dress uniform during the first year of employment.

**ARTICLE 20.  
HOLIDAY PAY**

- 20.1 The City shall include in the biweekly salary of each member of the Ecorse fire department appropriate prorated pay for these following holidays:
1. New Year's Day
  2. Memorial day
  3. Independence Day
  4. Labor Day
  5. Thanksgiving day
  6. Christmas Eve
  7. Christmas day
  8. Easter
  9. Martin Luther King Jr. Day
  10. Veterans Day
- 20.2 Should any of the holidays listed above members regularly scheduled workday, the employee shall be compensated at the rate of 1 ½ times his hourly rate.
- 20.3 The public safety director shall determine whether or not a member in the Ecorse fire prevention division (who's on a 40 hour workweek) shall work any holiday listed in 20.1.

**ARTICLE 21.  
HOSPITAL INSURANCE**

- 21.1 Each full-time or eligible retiree on the Ecorse fire department hired before October 2011, and his family shall be covered by health alliance plan(HAP) including the drug writer with a \$5/\$25/\$50 provision. The insurance includes step therapy and prior authorization. Employees and retirees will be required to contribute 20% of the cost of the insurance.
- 21.2 The City will have the right to move to self-insurance, wraparound plans, and/or to change carriers which provide similar benefits.
- 21.3 Each eligible member of the Ecorse fire department and his spouse at retirement, after his retirement, shall be covered by health insurance with the health alliance plan (HAP), paper by the City, including the drug rider subject to the provisions below. Employees hired after January 1, 1994 will be required to continue to make the above cited copayments upon retirement.
- 21.4 Each eligible member of the Ecorse fire department and his family shall be covered by the Blue Cross group 67932 or the dental rider per family member, paid for by the City. Retirees do not receive dental insurance.
- 21.5 Health Care Opt-Out: employees to opt out of City office healthcare plans shall receive \$2500.00 reimbursement per year. This will be paid at a rate of \$625 dollars per quarter. Health care Opt-out is not available to employees who receive their medical coverage through the City.
- 21.6 To be eligible for a retiree health insurance, an individual must retire with 25 years of actual service (Including Service time credit purchase consistent with MERS regulations) with the City's Fire Department. However, bargaining unit members to retire due to the duty related injury or illness shall receive retiree health insurance to the fullest extent of his/her eligibility as if he/she had reach the 25 – year service. This City has agreed on a non– precedent-setting basis to grant Lieutenant Madrigal retiree health insurance equipment to the coverage for active members with a 50% retiree premium contribution. (See attached)
- 21.7 The Insurance provided under this paragraph shall be provided to the retirees and their spouses at the time of retirement only, provided that the retiree shall pay the same premium percentage as active employees.

21.8 Should hospitalization and medical care benefits provided to active employees as defined in this article changing this contract and future contracts as defined by this article changing this contract and future contracts, then hospitalization and medical care benefits provided for retirees who should also be changed to the same hospitalization and medical care benefits coverage provided to active employees. Should hospitalization and medical care benefits coverage provided to active employees cease for any reason, the insurance last covering the retirees will remain in effect.

21.9 All eligible retirees will be required to enroll in Medicare part A and B at their expense.

ARTICLE 22.  
LIFE INSURANCE

22.1 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 the acceptable proof of death. The benefits shall provide for double indemnity for accidental death, whether occurring on or off duty.

23.  
COURT TIME

23.1 Each member of the Ecorse Fire Department shall receive a minimum of three (3) hours pay at time and one half (1 ½) the regular rate of pay for all 25<sup>th</sup> district court appearances relating to incidents experienced by any such member during the course of such member's duties.

23.2 Each member of the Ecorse fire department shall receive a minimum of four (4) hours pay at time and one half (1 ½) the regular base rate of pay for all other court appearances which are related to our- duty incident for which such court appearances are necessary.

ARTICLE 24.  
VACATIONS

24.1 Each full-time member of the Ecorse Fire Department working a 48 hour schedule week shall receive vacations in accordance with the following the schedule:

1-7 years of service	7 vacation days
8-14 years of service	11 vacation days
After 14 years of service	13 vacation days

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

- 24.3 No more than one full-time employee maybe scheduled for vacation on any given day, when no other employees are pre-scheduled off that day. Vacation requests maybe denied when the public safety director or his designee determines it would be detrimental to the efficient operation of department. However, no previously approved vacation request maybe cancelled.

**ARTICLE 25.  
LONGEVITY**

- 25.1 All City employees who have completed twenty (20) or more years of service, shall be entitled to payment in the amount of \$500.00 as long as they remain in the service of the City. Example: (a) \$400.00 computed at \$20.00 per year, plus (b) \$100.00 base longevity pay for each City Employee.
- 25.2 All employees with less than twenty (20) years of service completed, shall be entitled to payment in the amount of \$20.00 per year for each year of completed service, plus a \$100.00 base longevity pay, payable annually on November 1, as long as they remain in the service of the City.
- 25.3 Under no circumstances shall any advance payments be made, nor shall an employee be entitled to more than one payment in any twelve (12) month period.
- 25.4 Seven or more months' service in the starting year of employment at full-time bases shall qualify that period for a full year of service.
- 25.5 On or after November 1, an employee must be on the payroll on that longevity pay date to be entitled to longevity payment, except in the case of death of the employee or those employees place on retirement list, in which cast they (or their beneficiaries) shall be entitled to payment if their completed work period is equal to seven (7) months or more.
- 25.6 Any employee on leave of absence without pay on November 1, shall be entitled to longevity pay in the amount of \$20.00 per year for each year of completed service, plus the \$100,00 base longevity pay during the fiscal year in which such leave of absence occurs, if he or she subsequently returns to the employ of the City, in which case the employee's accumulated service record shall show a deduction of the months that the employee is on a leave of absence.
- 25.7 For the purpose of computing longevity payments, all employees shall be given credit for all previous service even though such service was not continuous, provided that the length of service shall be reduced by the number of months during which the employee was not employed by the City.

25.8 Any offense such as Misfeasance, Malfeasance, Insubordination, or Dereliction of Duty by any employee which offense has resulted in dismissal previous to or during the inception of this plan shall automatically disqualify the employee from any longevity benefits payable after such dismissal.

ARTICLE 26.  
SICK DAYS

26.1 Each full-time member of the Ecorse Fire Department shall be allotted 5 – 24 hour days per year, not to accumulate more than 35, 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 five days per year allotment. One (1) sick day maybe used as a sick/flex day per year. It is understood that 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.

26.2 If after reporting to a duty, a 48 hour full-time employee takes any sick time for themselves or sickness in family, his sick time shall be computed as follows:

Leaving between the hours of 8 AM and 4 PM loss 24 hour sick day.

Leaving between the hours of 4 PM and 12 AM a.m. loss of 16 hour sick day.

Leaving between the hours of 12 AM and 8 AM Loss of eight hour sick day.

26.3 It is not the policy of the Department to require employees to provide excuses for use of sick leave of short duration unless abuse is suspected at which time a doctor's note is required. However, any employee who uses unexcused sick leave on five or more occasions within a 12-month period maybe subject to progressive discipline.

ARTICLE 27.  
PAYMENT FOR DUTY CONNECTED INJURY

27.1 In the event and employee is sick or injured in the performance of his duty as a firefighter and/or EMT, weather during scheduled hours or otherwise, he shall receive the difference between his full pay and his worker's compensation and/or for benefits received from the first responders presumed coverage fund for period of disability for up to two years. If the employee is permanently retired on disability through MERS or any other City provided pension plan, this provision will seize on the effective date of such disability retirement.

27.2 All present healthcare benefits shall be maintained for up to two years including Hospital, medical and dental benefits during which the employer's obligation to pay the City's share shall continue. Such benefits will terminate after two years. The firefighter is

responsible for continuing to pay their share of any premium costs and any deductibles on hospital, medical, prescription, and dental benefits for this period of time.

- 27.3 No sick days shall be deducted for a duty connected sickness or injury. Sickness must be duty related through physician documentation.
- 27.4 If a determination is made that any is duty connected, also days used due to the student connected injury shall be returned to the employee.
- 27.5 After two years, a member remaining on worker's compensation at his own expense remain in the City's health insurance plan.

**ARTICLE 28.  
BEREAVEMENT LEAVE**

- 28.1 Upon Application, leave of absence not exceeding five calendar days with pay will be allowed in case of death of a firefighter's spouse and any of the following relatives that either the firefighter or the firefighters spouse, beginning with date of death.

Child	Brother
Stepchild	Sister
Father	Grandparent
Stepfather	Grandchild
Mother	Stepmother

- 28.2 If death occurs over 300 Miles away or in unusual hardship case, additional two calendar days may be permitted with the permission of the public safety director or designee.
- 28.3 Should improvement occurred during period of vacations, any days that would have been working days shall be allowed such member over and above vacation time.

**ARTICLE 29.  
JOB VACANCIES, JOB ASSIGNMENTS AND SENIORITY**

- 29.1 There is no guaranteed rank structure. The City at its sole discretion may determine the number and rank of command officers needed to supervise the operations department. There shall be a one-time promotion effective July 1, 2019 of two (2) Sergeants to Captains and two (2) Sergeants to Lieutenants implemented under the revised Appendix A Wage Schedule.
- 29.2 Regardless of date of hire, in order to be eligible for promotion individual must meet the following minimum criteria, unless such data Michigan certification through the

Michigan firefighters training council should change the curriculum for certification requirements as recognized by the state of Michigan:

For Sergeant: FIRE OFFICER I  
For Lieutenant: FIRE OFFICER I & II  
For Captain: FIRE OFFICER I, II & III

- 29.3 Bargaining unit members agreed to cooperate fully and orientation of new full-time part-time, on-call, firefighters and public safety officers.
- 29.4 Whenever an employee covered by this agreement temporarily performs the duties of a job classification higher than his permanent job classification, under orders from or for the convenience of the City, such employee shall be compensated in the amount specified for that particular classification, on an hourly basis for all hours worked in the higher classification. The City agrees not to shift employees out of the higher classification for the sole purpose of avoiding payment at the higher rate for service in the higher job classification.
- 29.5 New employees shall be probationary employees for the first twelve (12) months of employment. The union shall represent full-time probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment excluding discipline and discharge.
- 29.6 Seniority will be calculated based on the first day which an employee is entered on the payroll as a full-time firefighter. If said date is applicable to more than one employee, it will be the employees first day of work as a full-time firefighter that determines seniority and will be applicable when employee's seniority is the determining factor. An employee shall lose their seniority for only the following reasons: (a) An employee quits or resigns, (b) An employee is discharged and the discharge is upheld if a grievance is filed, (c) An employee does not return to work when recalled from layoff due to cutback of personnel as set forth in the recall procedure.

#### ARTICLE 30. FIREFIGHTERS BILL OF RIGHTS

- 30.1 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 expedited and professional manner. Further, that the constitutional rights of those individuals involved shall be preserved.
- 30.2 Whenever a member of the bargaining unit is under investigation or subject to examination of questioning by 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.

- 30.3 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 become compensated for such time in accordance with the overtime provisions of the contract.
- 30.4 The member under questioning shall be informed prior to such questioning of the rank, name and commanding officer in charge of the investigation, the questioning of officers and all persons present during questioning. All questions directed to the member under questioning shall be asked by one person at a time.
- 30.5 The member under investigation shall be informed of the nature of the investigation and see written charges, accusations are letter of complaint and have time to discuss these with the union and/or attorney.
- 30.6 Where charges against the 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 to receipt of the written charges, accusations or letters of complaint. Failure to make such a statement may result in disciplinary action.
- 30.7 Questioning sessions shall be for a reasonable periods and shall be time to allow for personal necessities and rest periods that are reasonably necessary; provided that no period of continuous questioning shall exceed one hour with a ten 10 minute rest period, with the members consent.
- 30.8 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, address or photographs be given to the press or news media without his expressed consent.
- 30.9 If a tape-recording is made of the questioning, the member shall have access to the tape if any further proceedings are contemplated.
- 30.10 If the member about to be question is under arrest, or likely to be placed under arrest as result of the question, he shall be completely informed of all his constitutional rights prior to the commencement of any questioning.
- 30.11 Prior two 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.
- 30.12 No member this bargaining unit shall be subject to disciplinary action for appearing before the state or federal grand jury at which he presented testimony under oath has been sworn to secrecy.



- 30.13 If any employee is suspended or dismissed as a result of disciplinary action and/or trial board hearing, or because he's charged with the commission of a felony, the employer will continue to pay the employees contractual insurance premiums until the suspension is resolved through arbitration or court decision. If the employers 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 to the contractual insurance premiums which monies may be deducted from the employees accumulated sick leave, personal leave, vacation and compensatory time banks. The employer's obligation to pay the employees contractual insurance premiums shall be limited the amount of the monies available in the employees accumulated sick leave, personal leave, vacation and compensatory time banks.
- 30.14 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.
- 30.15 The employer will represent the 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, except for gross negligence or intentional act.
- 30.16 Any discussion or conversation occurring between a union representative and any member who has been charged with 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 and any arbitration or civil service hearing.
- 30.17 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 using any disciplinary matters, with the exception of any act resulting in the conviction of a misdemeanor or felony.
- 30.18 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 31.  
HOLD HARMLESS CLAUSE

- 31.1 The City of Ecorse agreed 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 result of action required to be taken by a member of the Ecorse Fire Department in the course of an 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 and federal law for 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 settlement, Insurance for 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.

- 31.2 A firefighter performing emergency medical technical services or ambulance driving services shall not be subject to departmental discipline for obedience to the directions of the physician, who undertake the management of a patient in an emergency at the scene of an 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 healthcare facility.
- 31.3 The City of Ecorse agrees to indemnify and hold harmless and come forth and defend 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 with respect to mandatory training and licensing of firefighting personnel and article 42 with respect to engineers.

## ARTICLE 32 GRIEVANCE PROCEDURE

- 32.1: 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 Public Safety Director or designee 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 or the date the Union became aware of the occurrence unless the Union and the City shall mutually agree in writing on an extension. The Public Safety Director or designee shall answer the grievance within ten (10) calendar days. The Public Safety Director's or designee 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 City Administrator/Manager or his designated representative within seven (7), calendar days after the step one (1) disposition is received. The City Administrator/Manager shall meet with the Union's

representative within seven (7) calendar days of receiving the grievance to discuss the circumstances giving rise to the dispute and to explore mutually acceptable resolutions. Within ten (10), days of receiving the grievance the City Administrator/Manager shall provide the Union with a written disposition of the grievance and the reasons for reaching his/her determination.

STEP 3. In the event the Union is not satisfied with the disposition of the dispute, it may within twenty (20) days, file the dispute with the American Arbitration Association for final and binding arbitration in accordance with current AAA rules. A panel of at least seven (7) Michigan-based arbitrators shall be requested and the parties shall alternate striking to select the arbitrator a coin flip shall determine which party strikes first.

- 32.2: All deadlines stated in this Article must be followed unless extended by mutual written agreement of the party's resolution. Any party missing a deadline at any step without securing an extension agrees to accept the resolution most recently proposed by the adverse party as the final resolution to the grievance.

#### ARTICLE 33 RESIDENCY

- 33.1 The City shall not require residency and the City of Ecorse as a condition of employment for any employee, however employees shall establish residency in United States within 20 miles of any border of the City of Ecorse.

#### ARTICLE 34 FIRE HYDRANTS

- 34.1 Between Labor Day and April 1 of each year, 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.
  2. The public safety director or designee chief of the fire department will assign the duties enumerated in the section without regard to rank, except the officer in charge maybe 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 use.

**ARTICLE 35  
PHYSICAL EXAMINATION**

- 35.1 All members in the fire department of the City of Ecorse shall receive a complete physical examination at the expense of the City, which shall include a chest x-ray and hearing test. The member shall be entitled to at least one such examination during a 24-month period.
- 35.2 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.

**ARTICLE 36  
SAFETY CLAUSE**

- 36.1 Only certified personnel will inspect and repair fire department vehicles and emergency equipment.
- 36.2 Each member of the bargaining unit will be furnished, for his own use of the cities expense, a M. S. A. breathing mask, or mutually agreed upon substitute, and a "Survivor" flashlight.
- 36.3 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 an expedited manner.

**ARTICLE 37  
JURY DUTY**

- 37.1 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.
- 37.2 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.
- 37.3 An employee shall be required to work on regularly scheduled workdays on which the employee is not required to serve as juror. Further, the employee shall be required to return to work following his release from jury duty if his schedule duty shift is still operative.
- 37.4 An employee shall return to work on a regular scheduled workday, three hours after completing his/her jury duty for that day, without any loss of pay.

- 37.5 An employee shall furnish proof of the jury service.
- 37.6 An employee schedule for jury service shall have the right to leave his place of employment two hours prior to the scheduled time of jury duty.
- 37.7 Employees who have lost the opportunity to work overtime as result of jury duty, should have each lost opportunity for overtime restored after the conclusion of assignment to jury duty. The restoration of each opportunity shall be accomplished by adding the employees name to the overtime list in addition to the regularly scheduled overtime rotations.

**ARTICLE 38**  
**PENSION TRUST RETIREMENT BENEFITS**

The parties acknowledge that there are currently retirees who retired with pension benefits available in a system other than the MERS plan contained herein and who's benefits are completely unaffected by the provisions of this agreement. If needed, provisions of those pension funds are available in earlier collective bargaining agreement between the parties.

- 38.1 All employees hired after January 1, 1980, and including those hired after the signing date of this agreement, shall come under the MERS Plan B-3, F50 (25 years), F55 (15 years), FAC-3, Contribution Program 5%, and earned benefits accordingly under that plan, as modified herein. The retirement earned percentage (multiplier) will be adjusted to 2.25% with 25 years regardless of age adjusting to said plan. Those individuals hired after the signing of this agreement can apply for the City of Ecorse Defined Contribution Program. The city will match the employee contribution to the Defined Contribution Program to a maximum 8%.
- 38.2 Employees may purchase upon approval of the City council a maximum a four-year's military service in the same manner as allowed in the cities MERS plan (MCLA 38.1509; MSA 5.4001 (9)). For the purpose 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 MERS four deposit and pension fund. The City and MERS shall adjust their records to reflect the member's purchase of military service upon receipt of authorization for such purchased by the City council and sent payment therefor.
- 38.3 The City and the union recognized that members of the Union and mechanics 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 reduction in retirement benefits to any member of the retirement system 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's not also member of the union shall be funded by the City in that year in addition to the funding required by the MERS rules.

#### 38.4 MERS MODIFICATION:

1. 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 5%, and the military service credit purchase option pursuant to MCLA 38.1509; MSA 5.4001 (9) shall be applied to all employees who are covered by this agreement and the MERS pension plan.
2. "Final Average Compensation" (F.A.C.) 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, off duty court time and deferred compensation amounts under eligible deferred compensation programs. Unused sick leave at retirement, cleaning and clothing and food allowances will not be included in F.A.C.
3. Membership service to which a member is entitled to have credited to the members individual service account shall include a members intervening layoff periods and can include military service per MCLA 38.1509; MSA 5.4001 (9) if purchase by the member. For the purposes of MCLA 38.1509(1); MSA 5.4001 (1) the City shall be deemed to have defined by resolution of its governing body that day of work includes a day of intervening layoff period.
4. There shall be no mandatory retirement age.
5. Benefit program F50 (25 Years) shall be applied without regard to age such that member shall be eligible for full retirement allowance upon attaining 25 years of credited service regardless of the members age.
6. The amount of a retirement allowance shall be determined in accordance with benefit program B-3 except that the multiplier shall be 2.25% such that the amount of the retirement alone under benefit program B-3 shall be 2.25% of the members 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 three-year period of the members credited service for which the members aggregate amount of compensation paid will be used to determine final average compensation by any consecutive three-year period as selected by the member.

- 38.5 The City will have the right to offer voluntary retirement incentive 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 39  
ENGINEER**

- 39.1 All members of the bargaining unit regardless of rank may be used as engineers. This shall not limit the ability of the City to assign non—bargaining unit members to City equipment.
- 39.2 In order to be assigned as an engineer, the employee being full-time or part-time must have completed the forty (40) hour pump operator class and be approved by the command officer.

**ARTICLE 40  
PART-TIME EMPLOYEES/VOLUNTEER EMPLOYEES/PUBLIC SAFETY OFFICER**

- 40.1 It is understood by the parties that the employer shall have the right to hire part-time and/or volunteer employees in that such individuals are not covered by the terms and conditions of this collective bargaining agreement. The City agrees that no new hire 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. This language is reinserted following deletion from the prior contract; furthermore, it does not include the entire deletion.
- 40.2 Should the City decide to subcontract, emerge, 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. Found decision is to be made by the City of Ecorse.
- 40.3 Except as provided in article 30, nothing in this agreement limits the City's ability to utilize PSO's.

**ARTICLE 41  
LAYOFFS**

- 41.1 Under this agreement, should lay off in the fire department be necessary, layoffs shall occur in the order of reverse seniority, beginning with part-time firefighters first. 30-days prior notice will be provided. Additionally, upon recall of members of local 684 from any layoff period the City agrees that the recall shall be made by a 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.

#### ARTICLE 42 DURATION

42.1 This agreement shall be effective on July 1, 2019 and shall continue in full force and effect through June 30, 2022. This agreement shall continue from day to day after June 30, 2022 and until superseded by a negotiated successor collective bargaining agreement and/or act 312 award.

#### ARTICLE 43 SPECIAL TEAMS

43.1 All members of this Bargaining Unit that participate in special teams, downriver mutual aid (DMA) or otherwise compensated at 1 ½ times during their hourly rate of pay for participation in these extra duties well 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 payer benefits. Special teams shall be defined as any DMA assistance with regard to hazmat, investigations, diving and any special teams that is provided by the DMA pact or as created by the employer. Additionally, the shall apply to any extra duties performed to assist the City of Ecorse Fire Administration such as HEMS or EMS administration assistance, training officers or any other extra duties above and beyond regular firefighting and EMS duties.

#### ARTICLE 44 PROGRESSIVE DISCIPLINE POLICY

- 44.1 The City agrees that it will use progressive discipline when appropriate when taking disciplinary actions against an employee. Progressive discipline is designed to be a system that establishes penalties increasing severity for repeat offenses of similar nature as a prerequisite to discharge.
- 44.2 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, violation of provisions in this contract proscribing misconduct unbecoming of a City employee while on duty or off duty while in uniform. Disciplinary actions consist of the following:
- a. oral reprimand
  - b. written reprimand
  - c. suspension without pay
  - d. discharge



- 44.3 The term "disciplinary action" shall further be defined as any action which would result in loss of wages, fringe benefits, seniority, or lowering in rank or change classification.
- 44.4 No employee shall be removed, discharged, reduced and rank of pay, suspended or otherwise disciplined except for just cause and the member shall be furnished with a written statement of the charges and the reason for such actions prior to taking any such action and after being afforded inability to respond to the charges and avail himself of the assistance of the Union.
- 44.5 The parties recognize that some misconduct may be so serious the application of progressive discipline shall be inappropriate to the circumstances and the employer may take action for immediate termination following applicable due process.

**ARTICLE 45.**  
**EMT PAY**

- 45.1 The City shall pay to each full-time member licensed as an Emergency Medical Technician (EMT) of the Ecorse fire department the amount of \$750.00 per year. Payment of the EMT stipend shall be made during the month of July.

**ARTICLE 46.**  
**SIGNING BONUS**

- 46.1 The City shall pay to each full-time member of the Ecorse fire department a one-time signing bonus in the amount of \$750.00 after the Union and City Council ratifies and executes a contract.

APPENDIX A  
WAGE SCHEDULE

<u>Rank</u>	<u>Hourly 7/1/2019</u>	<u>Hourly 7/1/2020</u>	<u>Hourly 7/1/2021</u>
Captain	24.82	25.32	25.83
Lieutenant	24.58	25.08	25.59
Sergeant	24.33	24.82	25.32
Pipeman (37-48 Mo.)	18.77	19.15	19.54
Pipeman (25-36 Mo.)	17.69	18.05	18.42
Pipeman (13-24 Mo.)	16.95	17.29	17.64
Pipeman (0-12 Mo.)	16.20	16.53	16.86
*Step-up Officer Pay for Pipeman is to Sergeant			

**APPENDIX B  
FROZEN COMPENSATORY, SICK AND VACATION SCHEDULE**

<b><u>Rank</u></b>	<b><u>Frozen Compensatory, Sick and Vacation Hourly 12/31/2016</u></b>
Captain	29.85
Lieutenant	28.84
Sergeant	27.51
Pipeman (61-72 Mo.)	19.61
Pipeman (49-60 Mo.)	18.79
Pipeman (37-48 Mo.)	17.96
Pipeman (25-36 Mo.)	17.14
Pipeman (13-24 Mo.)	16.33
Pipeman (7-12 Mo.)	15.89
Pipeman (0-6 Mo.)	15.49


SIGNATURE PAGE

**CITY OF ECORSE**

**IAFF LOCAL 684**



Lamar Tidwell, Mayor



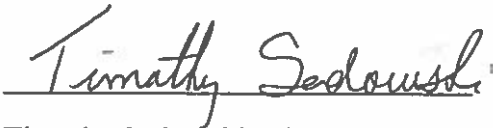
Mark Wilson, President



Richard Marsh, City Administrator



Robbin Champlin, Secretary



Timothy Sadowski, City Controller



Michael Moore, Public Safety Director



Verified by Dana Hughes, Ecorse City Clerk