



**WALLED LAKE
PAID ON CALL & PART-TIME
FIRE FIGHTERS**

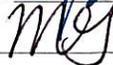
Collective Bargaining Agreement

July 1, 2023 – June 30, 2027

**Michigan Association of Fire Fighters
(MAFF)**

TABLE OF CONTENTS

ARTICLE 1	RECOGNITION	3
ARTICLE 2	NO-DISCRIMINATION	3
ARTICLE 3	MANAGEMENT RIGHTS & RESPONSIBILITIES	4
ARTICLE 4	SENIORITY	4
ARTICLE 5	PROBATIONARY PERIOD	6
ARTICLE 6	DUES CHECK-OFF	6
ARTICLE 7	BASIS OF REPRESENTATION	8
ARTICLE 8	DISCIPLINARY PROCEDURE	8
ARTICLE 9	GRIEVANCE PROCEDURE	10
ARTICLE 10	GENERAL CONDITIONS	12
ARTICLE 11	LAYOFF, RECALL AND TRANSFER	15
ARTICLE 12	LEAVES OF ABSENCE	16
ARTICLE 13	COMPENSATION	17
ARTICLE 14	LIFE/DISABILITY INSURANCE	19
ARTICLE 15	UNIFORMS	19
ARTICLE 16	MILEAGE	19
ARTICLE 17	PROMOTIONS	20
ARTICLE 18	RESIDENCY	20
ARTICLE 19	SCOPE OF AGREEMENT	20
ARTICLE 20	NO-STRIKE/NO-LOCKOUT	21
ARTICLE 21	MAINTENANCE OF CONDITIONS	21
ARTICLE 22	DURATION AND TERMINATION	21
APPENDIX A	VOLUNTEER INSURANCE	23

This Agreement is made and entered into on the 23 day of August, 2023 and shall be in effect for years commencing July 1, 2023 to and including June 30, 2027, by and between the City of Walled Lake, hereinafter referred to collectively as the “Employer”, and the Walled Lake Paid On-Call Fire Fighters Union and Michigan Association of Firefighters, hereinafter referred to as the “Union”. It is the desire of both parties to this Agreement to continue to work harmoniously and to promote and maintain high standards between the Employer and employees which will best serve the citizens of the City of Walled Lake.

ARTICLE 1 **RECOGNITION**

Section 1.1 The Employer recognizes the Union as the exclusive representative of all Paid On-Call Fire Fighters & Part-time Fire Fighters (Reserves) excluding the full-time members of the Fire Service, Department Head and all other employees of the City of Walled Lake for the purpose of collective bargaining with respect to rates of pay, salaries, hours of employment for which it has been certified and in which the Union is recognized as collective bargaining representative, subject to and in accordance with, the provisions of Act 336 of the Public Acts of 1947, as amended.

It shall be considered a violation of this Agreement for any bargaining unit member(s) or anyone acting in their behalf to approach the seven (7) member City Council, except as set forth in this Agreement, concerning any matter which is a subject of the collective bargaining agreement between the City and the Union, or which is a grievance under the grievance and arbitration procedure.

ARTICLE 2 **NO-DISCRIMINATION**

Section 2.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation or disability. The Union shall share equally with the City, the responsibility for applying the provisions of this Agreement.




Any matter in which a civil remedy is pursued by a grievant, at law or in equity, in any state or federal court, or administrative agency, involving issues claimed or raised in a grievance shall not be subject to arbitration unless a court of competent jurisdiction rules that the grievant must first exhaust his/her administrative remedies.

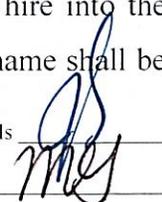
ARTICLE 3
MANAGEMENT RIGHTS AND RESPONSIBILITY

Section 3.1 The right to hire, promote, discharge, or discipline, and to maintain discipline and efficiency of employees is the sole responsibility of the Employer, except that the Union members shall not be discriminated against as such. In addition, the work schedules, methods and means of operations are solely and exclusively the responsibility of the Employer, subject, however, to the provisions of this Agreement. All rights and responsibilities of the Employer are subject to the rights provided to the Union and employees which emanate from the language of this Agreement.

The City shall continue to have the right to establish, adopt, change, amend and enforce reasonable City Rules and Regulations not in conflict with the terms of this Agreement, governing discipline, health and safety duties, rules of conduct and work rules, including, but not limited to, a fair and reasonable drug testing policy applicable to all persons covered by this Agreement, with such tests based upon reasonable suspicion. Such a drug testing policy will be consistent with current standards as established by the Michigan Commission on Law Enforcement Standards.

ARTICLE 4
SENIORITY

Section 4.1 New Employees. New employees may acquire seniority by completing the initial probationary period set forth in Article 5. Upon completion of the probationary period the employee's seniority will date back to the date of most recent hire into the Walled Lake Fire Service. When the employee acquires seniority, his/her name shall be

Handwritten initials in blue ink, appearing to be 'MS' for the Union representative and 'ME' for the City representative, written over the signature lines.

placed on the seniority list in the order of his/her seniority date. An up-to-date seniority list shall be furnished to the Union upon request. Past practice notwithstanding seniority shall be defined as years of continuous service with the City of Walled Lake.

Section 4.2 Loss of Seniority. An employee shall be terminated and lose his/her seniority for the following reasons:

- A. If the employee resigns or retires.
- B. If the employee is discharged and not reinstated.
- C. If the employee fails to respond to any emergency call or fails to participate in any Fire Service required training for a period of thirty (30) days, unless such failure has been approved.
- D. If the employee does not return to work at the end of an approved leave.
- E. If the employee does not return to work when recalled from a layoff.
- F. If laid off for a period of more than six (6) months.
- G. If the employee falsifies any document submitted to the City during employment or during the course of the pre-employment process.
- H. If the employee fails in any two (2) calendar quarters to attend four (4) of the required training drills. Termination under this provision is conditional upon the Employer having given written notice to the employee after the first two weeks of the calendar quarter in which the employee fails to attend four (4) of the required training drills. The written notice shall apprise the employee of his/her deficiency in this regard. At the beginning of each calendar year, a minimum of six (6) training drill dates per quarter for that calendar year will be posted. A failure to attend a training drill will not include an absence that occurs because the employee was attending other approved training, said approval to be at the discretion of the department head or his/her designee. Any Employee who fails to attend the minimum of 4 trainings in a quarter shall not be eligible for top responder under Section 13.3.

Handwritten signatures in blue ink. The top signature is for the Union Representative and the bottom signature is for the City Representative. Both are written over horizontal lines.

- I. If the employee fails to score a minimum of hundred (100) points in a calendar year quarter based on the following scale:

Incident Call Back	4 Points
Scheduled Duty Hours	.75 Points per hour
Events	2 Points

ARTICLE 5

PROBATIONARY PERIOD

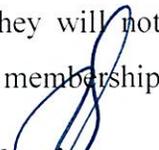
Section 5.1 Seniority. New employees will serve a probationary period of eighteen (18) continuous months of service, subject to the extension of the probationary period as set forth in Section 2 of this Article. All employees who have completed the initial probationary period of eighteen (18) continuous months (or additional continuous months if extended) shall become permanent employees. Employees who have not completed their initial probationary period of eighteen (18) continuous months (or additional continuous months if extended) shall have no seniority right during such probationary period, but shall be subject to all other clauses of this Agreement, unless specifically excluded. The City shall have the right to terminate without compliance with the terms of this Agreement, the employment of any probationary employee.

Section 5.2 Probationary Period Extension. No later than fifteen (15) days prior to the expiration of the first probationary period of eighteen (18) continuous months, the employee will be evaluated by the Department Head on a form prepared by the City. The Department Head may extend the probationary period up to two (2), three (3) month time frames.

ARTICLE 6

DUES CHECK-OFF

Section 6.1 Non Discrimination The Employer and the Union agree they will not discriminate against any employee based on the employee's choice of union membership




or to otherwise pay fees to the Union for bargaining and defending the Collective Bargaining Agreement; nor will the Employer or the Union discriminate against any Employee who chooses not to be a member of, or elects not to pay dues/fee to the Union.

Section 6.2 Option to Join Upon being hired, a new member of the bargaining unit will be offered the choice to join or not join, the Union. If an Employee voluntarily submits a dues/fees deduction form, the Employer agrees to deduct Union dues/fees in accordance with this Article, following the Employee's completion and submission of the dues' s authorization form. If an employee chooses to opt-out of the Union, he/she shall submit to the Union a signed opt-out form with the original to MAFF and a copy to the Employer.

Section 6.3 Authorization: All dues authorization forms shall comply with respective State and Federal Laws and shall be filed with the Employer, who may return an incomplete or incorrectly completed form to the Employee for correction prior to any deductions until such deficiency is corrected.

Section 6.4 Dues Withdrawal If the Employee chooses to withdraw his/her dues authorization, the Employee shall notify the Employer and the Michigan Association of Fire Fighters in writing on the form provided by the MAFF. No deduction shall be made commencing with the first full pay-period after the authorization was withdrawn by the Employee.

Section 6.5 Return to Membership Should an Employee opt-out of Union membership, his/her return to Union membership shall be at the sole discretion of the Michigan Association of Fire Fighters.

Section 6.6 Payroll Deduction The Employer agrees to deduct the Union membership initiation fees and dues, once each month, from the second pay of the month from those Employees who individually authorize in writing that such deduction shall be made. All authorizations delivered to the Employer prior to the first of the month shall become effective during the succeeding month. Check-off shall be remitted together with

[Handwritten initials]
[Handwritten initials]

an itemized statement to MAFF, within fourteen (14) days after deductions have been made.

Section 6.7 Employer Hold Harmless The Employer shall not be liable to the Union by reason of requirements of the Article for remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees. The Union will protect and save harmless the Employer from any and all claims, demand, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose for complying with this Article. All claims made against the City for errors committed by the City must be submitted to the City Manager within fifteen (15) working days or the error will stand.

ARTICLE 7

BASIS OF REPRESENTATION

Section 7.1 The Union will provide the City with the names of one Union Steward and one Alternate Steward. The Alternate Steward may act as Steward only in the absence of the Steward.

ARTICLE 8

DISCIPLINARY PROCEDURE

If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 8.1 Cause. No member of this bargaining unit shall be disciplined or discharged except for just cause. Discharge and/or discipline shall be the responsibility of the Department Head or his/her designee.

Section 8.2 Past Infractions. In imposing any discipline on a current charge, the City will not take into account any prior infractions which occurred more than four (4) years previously, unless such prior infractions would have justified suspension of the employee at the time or unless the discipline imposed at the time involved a period of probation extending more than a period of two (2) years.

Handwritten initials for the Union Representative and City Representative. The Union Representative's initials are 'JES' and the City Representative's initials are 'MES'. Both are written in blue ink over horizontal lines.

Section 8.3 Employee Rights. The discharged or disciplined employee will be allowed to discuss the discharge or suspension with the Steward within five (5) working days after the effective date of such action taken and the City will make available an area where he may do so before he is required to leave the property of the City. Upon request, the Department Head will discuss the discharge or discipline with the employee and the Steward.

Section 8.4 Appeal Process. Past practice notwithstanding, should the discharged or disciplined employee or the Union consider the discharge or discipline to be improper, a complaint shall be presented in writing, through the Steward, to the Department Head within fifteen (15) regularly scheduled working days after receipt of discharge or discipline. The Department Head will review the discharge or discipline and answer the complaint in writing within fifteen (15) regularly scheduled working days after receiving the complaint. If the Union does not agree with the decision, the question of discharge or discipline may be appealed within fifteen (15) regularly scheduled working days thereafter, to the City Manager, who shall, within fifteen (15) regularly scheduled working days thereafter, grant a hearing to the Union, review the complaint and answer thereto, hear such other testimony, or examine other evidence which is relevant to the discharge or discipline, and within thirty (30) working days after the hearing, shall uphold, reverse, or modify the discharge or discipline in writing. This step is not optional and if the union fails to acknowledge this step in the process it shall void the grievance. Both the Union and Employer agree that use of a mediator prior to Arbitration is beneficial.

Section 8.5 Arbitration. Past practice notwithstanding, if the Union disagrees with the decision of the City Manager on the question of the discharge or discipline, within thirty (30) days thereafter, the Union may demand arbitration in accordance with Article 9 of this Agreement. In reviewing the discharge or discipline, the Arbitrator shall apply the principles set forth in Article 9 and may make findings of fact and may issue a proposed order reversing or modifying the discharge or discipline only if the facts show that the discharge or discipline was not imposed in accordance with such principles.

Handwritten initials for the Union Representative and City Representative. The Union Representative's initials are 'MS' and the City Representative's initials are 'MEY'. Both are written in blue ink over horizontal lines.

Section 8.6 Extensions of Deadlines. The time limits set forth in this Article may be extended by mutual agreement, in writing, by the City and the Union.

ARTICLE 9

GRIEVANCE PROCEDURE

Every reasonable effort shall be made by the parties involved to arrive at a fair and equitable settlement of every grievance without resorting to the Grievance Procedure.

If that is found to be impossible, the matter may be submitted to the Grievance Procedure in accordance with the terms of this Agreement.

Section 9.1 Savings Clause. Nothing in this article shall prevent any individual employee of the Union from exercising the rights granted in Act 336 of the Public Acts of 1947, as amended.

Section 9.2 Definition. For the purpose of this Agreement, a grievance is defined as an alleged violation of this Agreement. Grievances involving the discharge or discipline of an employee shall be processed under Article 8 of this Agreement.

Section 9.3 Procedure. The Employer and the Union support and subscribe to an orderly method of adjusting grievances. To this end, the Employer and the Union agree that an employee should first bring his/her problem to the attention of his/her immediate supervisor, with or without his/her Union Steward, who shall attempt to resolve the grievance informally.

Past practice notwithstanding, the following procedure shall be allowed to present a grievance to the City:

- A. The employee or the Union shall present the grievance in writing to the Department Head within fifteen (15) regularly scheduled working days of the event, or knowledge of the event, which gave rise to the grievance.

Handwritten initials for the Union Representative and City Representative. The Union Representative's initials are 'MS' and the City Representative's initials are 'MS'. Both are written in blue ink over horizontal lines.

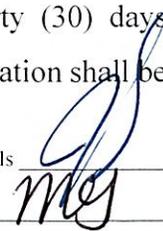
- B. A grievance shall be answered in writing by the appropriate Department Head or his/her delegate within fifteen (15) regularly scheduled working days after the grievance is presented to the Department Head.
- C. If no further action is taken within fifteen (15) days after service of the written answer upon the employee or Steward, the answer will be considered accepted and no further action may be taken upon the grievance.
- D. If the Union disagrees with the decision, a hearing before the City Manager may be requested within fifteen (15) regularly scheduled working days thereafter, by written notice to the City Manager, who shall, within fifteen (15) regularly scheduled working days thereafter, grant a hearing to the employee, review the grievance and answer thereto, hear such other testimony or examine other evidence which is relevant, and within thirty (30) regularly scheduled working days after the hearing, shall uphold, reverse, or modify the City's answer to the grievance in writing. This step is not optional and if the union fails to acknowledge this step in the process it shall void the grievance.

Section 9.4 Withdrawal. A grievance may be withdrawn by the employee or the Union Steward, but if withdrawn, it shall not be reinstated. The notice of grievance withdrawal shall be submitted to the Department Head in writing.

Section 9.5 Adherence to Time Limits. Any grievance not submitted in writing within the time periods provided for shall be considered waived or, if not re-submitted after one of the answers provided for, shall be considered resolved by the answer.

Section 9.6 Back Wages. No claim for back wages involved in any grievance shall exceed the amount of wages the employee would have otherwise earned.

Section 9.7 Arbitration. If the matter cannot be resolved by the parties as set forth in Section 3 above, the matter may be submitted to arbitration within thirty (30) days thereafter. This time limit may be extended by mutual agreement. The arbitration shall be

Handwritten signatures for the Union and City Representatives. The Union Representative's signature is a large, stylized 'S' or 'J' shape. The City Representative's signature is a smaller, more compact signature.

conducted in accordance with the rules, regulations and procedures of the American Arbitration Association.

The arbitrator may not add to, subtract from, change or amend any terms of this Agreement and shall only concern himself with the interpretation and application of the terms of this Agreement. The decision of the arbitrator, within his/her authority, shall be final and binding upon all parties. The expense of the arbitrator shall be borne equally by the parties to this Agreement.

Section 9.8 Regular Workdays Defined. The following are to be considered regularly working days for grievance processing: Monday through and including Friday. Saturday, Sunday and Holidays are not to be considered regular working days for grievance processing.

Section 9.9 Sole Remedy. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder will be pursuant to the Grievance Procedure; provided, that is an employee elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.

ARTICLE 10

GENERAL CONDITIONS

Section 10.1 Re-Employment Rights. The re-employment rights of employees and probationary employees who are veterans will be limited by applicable laws and regulations.

Section 10.2 Position Classifications. Classifications are determined by the method of activating the employee to firefighting duties. A single employee can work in either classification based on their activation.

Handwritten initials in blue ink. The top signature is large and stylized, appearing to be 'd'. Below it, the initials 'mej' are written in a smaller, cursive script.

Paid On-Call Firefighter work is activated by responding to an alarm at the time of the emergency.

Shift Firefighter work is activated by working a scheduled shift with pre-determined hours.

Shift work does not have a residency requirement.

Section 10.3 Establishment of Job Classifications. When a new job is placed into existence which cannot be properly placed in the existing classification and rate structure, or a new classification is established, or an existing classification is changed or combined with another classification, or job duties or responsibilities are changed, to an extent that materially different skills and responsibilities are required, the Union will be notified in writing. The City will, after written notice to the Union, establish a rate of pay for the new classification, which shall be considered temporary for a period of 30 days following notification to the Union. During this period, the Union may request, in writing, a meeting with the City to negotiate on the matter. If a new rate is agreed upon, it shall be applied retroactively to the first day the employee began work on the job unless otherwise agreed to. If no written request is filed by the Union within 30 days, the rate shall become permanent at the end of such period. In the event the parties are unable to agree upon the new salary rate, the matter may be submitted as a grievance under the Grievance Procedure within 45 days after the date on which the City notified the Union.

Section 10.4 Bulletin Board. The Employer shall assign a bulletin board which shall be used by the Union for posting notices.

- A. Notices of Union recreational and social affairs
- B. Notices of Union elections
- C. Notices of Union appointments and results of the Union elections
- D. Notices of Union meetings



The image shows two sets of handwritten initials on horizontal lines. The top set of initials is written in blue ink and appears to be 'MS'. The bottom set of initials is written in black ink and appears to be 'MEY'.

- E. Other notices of bona fide Union affairs, which are not political or libelous in nature.

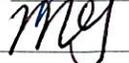
Section 10.5 License Suspended or Revoked. It is agreed that employees may be summarily suspended without pay if such members' right to operate a motor vehicle in the State of Michigan is suspended, revoked, or renewal is denied by the Secretary of State. Past practice notwithstanding, any employee whose license is suspended for longer than 30 days shall be suspended without pay for up to six (6) months. Should the employee fail to regain the right to operate a motor vehicle in the State of Michigan at the end of the six (6) month suspension, said employee will be automatically removed from their position and shall be considered immediately terminated from employment with the city.

Section 10.6 Reference to Employees to Mean Both Sexes. All references to employees in this Agreement designate both sexes and whenever the male gender is used, it shall be construed to include male and female employees.

Section 10.7 Safety Clauses. Under no circumstances will an employee be required or be assigned to engage in any activity involving dangerous conditions of equipment. Employees shall as soon as practicable, report all defects in equipment in writing on a form supplied by the Department Head and employees shall not be required to use the equipment until the same has been approved as being safe by the Department Head.

When the occasion arises where an employee gives a written report on forms supplied by the employer of the equipment being in unsafe operating condition, and receives no consideration from the employer, he shall take the matter up with representatives of the Union who will take the matter up with the employer.

An employee not so notifying the Department Head of the occurrence of damage to the any vehicles, equipment, and fire apparatus or malfunctioning of the apparatus shall be subject to disciplinary action by the employer.

Union Rep. Initials 
City Rep. Initials 

The City agrees to provide at least one (1) complete set of Personal Protection Equipment and at least one (1) S.C.B.A. Face Piece for each Fire Fighter requiring a face piece size other than the size provided on the apparatus. If a Fire Fighter does not have a complete set of personal protection equipment because the equipment is being repaired or cleaned by the department, the Fire Fighter may respond to the Fire Station and shall be compensated as if the Fire Fighter responded to the incident.

Section 10.8 Health Examinations. The City may require the employee to submit to physical and mental tests and examinations by the City-appointed doctors when such tests and examinations are considered to be of value to the City in maintaining a capable workforce, employee health and safety, etc., provided, however, that the City will pay for the costs of such tests, examinations and pay the employee for their hourly rate for time spent at the required annual physical/health examination.

Section 10.9 Reimbursement of Optional Training Programs. In the event the City approves and pays for City-approved (but not City-required) training or course work for bargaining unit employees, the employee shall agree in writing prior to receiving such payment, to reimburse the City for the payments if the employee terminates employment within two (2) years after the date on which the payment was made.

Section 10.10 Contact Information. It shall be the responsibility of each employee to notify the Department Head of any change of address or telephone number within five (5) calendar days. The employee's address and telephone number as it appears on the City's records shall be conclusive when used in connection with layoffs, recalls, or other notices to the employee.

ARTICLE 11

LAYOFF, RECALL AND TRANSFER

Section 11.1 Layoff by Classification and Seniority. The word "layoff" shall mean a reduction in the working force. In all cases of layoff within each classification/rank, the principal of straight seniority shall be observed, and length of service shall govern. When

Handwritten signatures in blue ink. The top signature is for the Union Representative and the bottom signature is for the City Representative.

possible, the Employer will give at least fifteen (15) days (calendar) notice prior to layoff to the employees affected, together with a list of the names of said employees to the Union.

Section 11.2 Recall. Employees will be recalled in the reverse order of the layoff, providing the employee can perform the available work. Notice of recall shall be sent to the employee at last known address by registered or certified mail. If an employee fails to contact the Department Head within ten (10) calendar days from the date of mailing of the notice of recall, he shall be considered to have voluntarily left the employment of the City and shall be terminated.

Section 11.3 Transfer. If and when an employee is permanently transferred, the Union Steward shall be notified of said transfer by the Department Head.

ARTICLE 12

LEAVES OF ABSENCE

Section 12.1 Temporary Discretionary Leave. The City Manager, in his sole discretion, may grant a temporary written leave of absence to employees for periods up to thirty (30) calendar days. A written request for such leave must be submitted to the City Manager and approved by him in writing, prior to the start of the leave. Such leave may be extended upon written approval of the City Manager.

Section 12.2 Military Leave. A Member on military leave for service in the Armed Forces of the United States shall be reinstated upon completion of such service in accordance with the requirement of the applicable laws of the United States.

Section 12.3 Illness or Disability Leave. An employee who is unable to perform his/her assigned duties because of personal illness or disability, shall at the written recommendation of a physician certifying the Member's inability to perform his/her duties, be granted a health leave of absence without pay or fringe benefits for up to six (6) months. Extensions may be granted by the City Manager. A written request for such a leave must be submitted to the City Manager prior to the start of the leave. At least thirty (30) days

prior to the expiration of the leave, the Member shall notify the City in writing of his/her intent to return to work accompanied by a written statement from a physician, selected by the Employer, certifying the physical and mental fitness of the Member to fulfill his/her duties. Upon expiration of the leave, the Member will be returned to his/her former classification, provided his/her seniority so entitles him/her and he/she can perform the available work. Upon expiration of the leave, the employee will be returned to his/her former classification, provided his/her seniority so entitles him and he can perform the available work. Upon return, the employee will be placed on the same position of the current salary schedule that was held at the start of the leave.

Section 12.4 Compensation and Benefits While on Leave. All leaves are granted without pay or fringe benefits. Provided that, if permitted by the applicable insurance carrier, the Member will be allowed to pay the insurance premiums by prepaying the premium in advance by depositing the amount each month with the City Treasurer. Seniority shall accumulate for up to thirty (30) calendar days. Members on leave must report for work not later than the first working day following the expiration of their leave.

Section 12.5 Written Requirement for Leaves. All leaves shall be in writing signed by the City Manager and the employee receiving same.

ARTICLE 13
COMPENSATION

Section 13.1 Hourly Rate. The following hourly rates shall be applicable, and payable in 15-minute increments:

CLASSIFICATION	7/1/2023	7/1/2024	7/1/2025	7/1/2026
No Certifications/Partial Cert	\$15.00	\$15.38	\$15.76	\$16.15
FF 1& 2, EMT Certifications	\$18.00	\$18.45	\$18.91	\$19.38
Driver & Engineer	\$22.28	\$22.84	\$23.41	\$23.99
Lieutenant	\$26.75	\$27.42	\$28.10	\$28.81

Section 13.2 Minimum Payment. A minimum of one (1) hour shall be paid to each member of the bargaining unit responding to an emergency run but shall not apply to an employee who responds to an emergency run while already on duty.

Section 13.3 Top Responders. At the conclusion of each calendar quarter, any employee achieving 200 points shall receive a stipend of \$250.00. In addition to the foregoing, any employee who achieves 200 points in all four (4) quarters of the calendar year shall receive a stipend of \$600.00.

Section 13.4 Court Appearance Employees will be paid solely their applicable hourly rate for court appearances.

Section 13.5 EMS Certification Stipends. Full Certification is defined as having a Fire Fighter I & II certification that is recognized and accepted by the Walled Lake Fire Service. In addition, each employee must have a current Emergency Medical Technician Basic (EMT-B) license that is recognized and accepted by the Walled Lake Fire Service. Any employee who receives their EMT certification after hire and after the effective date of this agreement shall receive a one-time stipend of \$450.00. Any employee who obtains a Fire Instructor, Company Officer III or EMS Instructor Coordinator certification shall receive on the first pay in January each year a \$300 bonus for any one of the above stated certifications.

Section 13.6 Pay Dates. Employees shall be paid every two (2) weeks in accordance with the regular pay periods and pay dates of full-time employees.

Section 13.7 Holidays. The following holidays will be observed and compensated at an hourly rate equal to one and one-half (1-1/2) times the hourly rate provided the firefighters are in good standing defined as having met the minimum training and call response criteria in the last four (4) quarters.

New Years Day

Thanksgiving Day

Handwritten signatures for the Union and City Representatives. The Union Representative's signature is a large, stylized 'J' or 'S' shape. The City Representative's signature is a smaller, more cursive signature.

Memorial Day	Day after Thanksgiving
Fourth of July	Christmas Eve
Labor Day	Christmas Day
Veteran's Day	December 31 st
Good Friday	

Section 13.8 Right of City Manager. With the approval of the City Manager, an employee may start at any step of the applicable salary schedule.

ARTICLE 14 **LIFE/DISABILITY INSURANCE**

Section 14.1 Subject to the terms and conditions of the applicable policy, the City will, as soon as practicable after ratification of this Agreement, make all premium payments necessary to provide life/disability insurance to all eligible employees, which insurance shall provide for the benefits set forth in Appendix A.

ARTICLE 15 **UNIFORMS**

Section 15.1 The City will provide all uniforms that it requires members of the bargaining unit to wear including duty boots from a City vendor with approval from the Department Head. All uniforms and equipment must be turned in to the City at the time of termination of employment. The City may deduct the cost of uniforms/equipment not so returned to the City from the employee's final paycheck.

ARTICLE 16 **MILEAGE**

Section 16.1 In the event that the use of an employee's vehicle on City business is approved in advance by the City, the employee will receive mileage reimbursement under applicable City policy.



ARTICLE 17
PROMOTIONS

Section 17.1 In the event that a member of the bargaining unit applies for the position of full-time Fire Officer or Fire Fighter with the City, and in the event that testing is conducted for said position, the member of the bargaining unit shall have added to his or her total test score a number of points equal to 0.5% of the total available score for each complete year of service as a paid On-Call Fire Fighter with the City, to a maximum of ten (10) years of service.

ARTICLE 18
RESIDENCY

Section 18.1 Unless the manager approves residency outside the following boundaries, all paid-on-call members of the bargaining unit must reside in the following geographical area:

East Boundary:	Farmington Road
West Boundary:	Milford Road
North Boundary:	Cooley Lake Road
South Boundary:	Ten Mile Road

ARTICLE 19
SCOPE OF AGREEMENT

Section 19.1 This Agreement represents the entire agreement between the Union and the City of Walled Lake and is not subject to any prior agreements or understanding between the parties and may be amended only in writing signed by both of the parties hereto. In the event of any of the provisions in this Agreement are found to be contrary to the provisions of any applicable provisions of law, such applicable provisions of law shall control, and



The image shows two sets of handwritten initials on horizontal lines. The top set, under 'Union Rep. Initials', contains the initials 'JF'. The bottom set, under 'City Rep. Initials', contains the initials 'MEJ'.

the remaining provisions of this Agreement shall not be affected thereby. The four corners of this Agreement encompasses the entire agreement and understanding of the Parties.

ARTICLE 20
NO-STRIKE NO-LOCKOUT

Section 20.1 Under no conditions will the Union cause or authorize or permit its members to cause, nor will any member of the Bargaining Unit take part in any strike, sit down or stay-in, slowdown, or any violation of any State Law. In the event of a work stoppage or other curtailment, the Union shall immediately instruct the involved employee in writing that their conduct is in violation of the Agreement, and that all such persons shall immediately cease the offending conduct.

ARTICLE 21
MAINTENANCE OF CONDITIONS

Section 21.1 The City shall make no changes that are contrary to the provisions of this Agreement in salaries, hours, or conditions of employment. This Agreement shall supersede any rules and regulations governing the appropriate operations which are in conflict with the provisions of this Agreement.

ARTICLE 22
DURATION AND TERMINATION

Section 22.1 This Agreement shall remain in full force and effect until 11:59, June 30, 2027. Should either party desire to modify the agreement a 90 day notice will be delivered to the other party. In the event that a notice of modification is given, negotiations shall begin soon after the receipt of the ninety (90) day notice. This Agreement shall remain in full force and be effective during the period of negotiations or until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

Handwritten initials for the Union representative (top) and the City representative (bottom) are written over horizontal lines. The Union initials are stylized and appear to be 'JL'. The City initials are also stylized and appear to be 'MEY'.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the termination date set forth in the preceding paragraph.

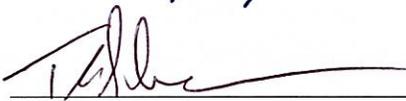
It is agreed and understood that the provisions contained herein shall remain in full force and effect so long as they are not in violation of applicable statutes and ordinances and remain within the jurisdiction of the City of Walled Lake.

ACCEPTED BY:

MICHIGAN ASSOCIATION OF
FIRE FIGHTERS UNION


James Steffes, MAFF Representative

Dated: 08/23/23


Theodore Dearing, Union Steward

Dated: 8-23-23

ACCEPTED BY:

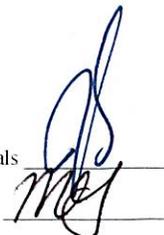
CITY OF WALLED LAKE


L. Dennis Whitt, City Manager

Dated: AUG 23 2023


Miranda Gross, Human Resources
Director

Dated: 8/23/23



APPENDIX A

Volunteer Basic Benefits

Limit

Loss of Life Benefits

Accidental Death Benefits

Accidental Death Indemnity Benefit	Principal Sum	\$100,000
Seat Belt Benefit Amount		\$25,000
Illness Loss of Life Benefit	Principal Sum	\$100,000
Dependent Benefit Amount	Per Dependent Child	\$10,000
Spousal Support Benefit Amount		\$5,000
Memorial Benefit Amount		\$2,000

Lump Sum Living Benefits

Accidental Dismemberment	Maximum Amount	\$100,000
Vision Impairment Benefit	Maximum Amount	\$100,000
Permanent Physical Impairment-Injury Only	Maximum Amount	\$100,000
Cosmetic Disfigurement Resulting from Burns	Maximum Amount	\$100,000
HIV Positive Benefit	Principal Sum	\$100,000

Weekly Income Benefits

Total Disability Benefits

Weekly Income Benefit (first 28 days)	\$300
Maximum Weekly Amount (after 28 days)	\$900
Minimum Weekly Amount	\$75

Partial Disability Benefits

Weekly Income Benefit (first 28 days)	\$150
Maximum Weekly Amount (after 28 days)	\$450
Minimum Weekly Amount	\$38



Occupational Retraining Benefit	Maximum Amount	\$20,000
Weekly Permanent Physical Impair.	BenefitMax Wkly Amount	\$900

Medical Expense Benefits

Benefits Paid: Excess of Worker's Comp

Medical Expense	Maximum Amount	\$5,000
Cosmetic/Plastic Surgery	Maximum Amount	\$10,000
Post Traumatic Stress Disorder (Per Person)	Maximum Amount	\$10,000
Critical Incident Stress Management (Per covered activity)	Maximum Amount	\$2,500
Family Expense Benefit	Per Day	\$100

Continuation of Health Insurance Premium	Maximum Amount	\$12,000
Home Alteration & Vehicle Modification	Maximum Amount	\$15,000