

AGREEMENT

THIS AGREEMENT, entered into this 16th day of June, 2014, by and between the City of Adrian, a Michigan Municipal Corporation, hereinafter referred to as the "City," and Local 1511, International Association of Fire Fighters (I.A.F.F.), hereinafter referred to as the "Association."

PURPOSE AND INTENT: The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the City, employees and Association.

The parties mutually recognize that the responsibilities of both the employees and the City to the public require that any disputes arising between the employees and the City be adjusted and settled in an orderly manner without interruption of service to the public as is provided by law.

The Association further recognizes the essential public service here involved and the general health, welfare and safety of the community and agrees to work with the City to encourage increased efficiency on the part of its members.

To these ends, the City and the Association encourage, to the fullest degree, friendly and cooperative relations between the respective representatives of all levels and among all employees.

NOW, THEREFORE, for and in consideration of the premises and agreements hereinafter contained, it is agreed that:

ARTICLE I - RECOGNITION

Section A. Bargaining Unit. Pursuant to and in accordance with all applicable provisions of P.A. 336 of the Public Acts of Michigan, 1947, as amended, the City does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of

employment and other conditions of employment for the terms of this Agreement for the employees of the City included in the bargaining unit as described below:

Firefighters, Lieutenants and Captains

Section B. Excluded from the above unit will be the Fire Chief, clerical or other non-fire personnel.

ARTICLE II - MAINTENANCE OF MEMBERSHIP-AGENCY SHOP

Section A. All regular, full-time employees covered by this Agreement who are members of the bargaining unit, but who are not members of the Association and who desire membership in the Association shall confirm their desire to join for the duration of this Agreement by initiating their Association application form and dues deduction authorization forms.

Section B. Membership in the Association is not compulsory for regular, full-time employees of the bargaining unit, but those who do not desire to join the Association must authorize the City to deduct from their pay an amount equal to the initiation fees required of all members of the Association and an amount equal to regular periodic monthly dues required of all members as agency shop contributions.

Section C. Any member of the bargaining unit, who fails to join the Association and does not authorize the deductions set forth above, shall be discharged.

Section D. New probationary employees on completion of their probationary period shall be required as a condition of continued employment authorize the deductions as set forth above.

Section E. No employee shall be separated under this provision, however, unless the Association has notified the employee member by letter addressed to the employee at the address last known to the Association, concerning the employee's delinquency in not tendering the periodic dues and initiation fees

required uniformly of all members, or agency shop contributions and warning the employees that unless the employee's dues and/or fees are tendered within ten (10) days the employee will be reported to the City for termination from employment as provided herein; and

Section F. The Association has furnished the City with written certification that the foregoing procedure has been followed, but the employee has not complied.

Section G. It is further specifically agreed that this section shall be deemed to be of no force and effect in the event the continuation of this Maintenance of Membership or Agency Shop clause contravene the laws of the State of Michigan as presently existing or as they may exist in the future.

Section H. The Association agrees to hold the City harmless from all clauses, action or damages which may result if in the event it complies with this contractual provision of the written request of the Association.

ARTICLE III - CHECKOFF

Section A. Association Initiation Fees, Dues and Agency Shop Contributions: Employees may tender the initiation fee and monthly membership dues and agency shop contributions by signing the Authorization for Check-Off of Dues form, or may pay the same directly to the Association.

During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-Off Dues and agency shop contributions hereinafter set forth, and to the extent the laws of the State of Michigan permit, the City agrees to deduct the regular periodic Association membership dues levied and agency shop contributions in accordance with the constitution and bylaws of the Association from the pay of each employee who executes or has executed and delivered to the City the Authorization for Check-Off of Dues and Agency Shop Contributions form agreed to by the City.

Section B. Deductions shall be made only in accordance with the provisions of said Authorizations submitted, together with the provisions of this Agreement. The City shall have no responsibility for the collection of any deductions not in accordance with this provision.

Section C. A properly executed copy of each authorization for each employee for whom check-off is authorized shall be delivered to the City before any payroll deductions are made. Deductions shall be made thereafter only under authorizations which have been properly executed and are in effect. Any authorization form which is incomplete or in error will be returned to the Association Financial Secretary by the City.

Section D. Check-off deductions under all, properly executed authorization forms shall become effective at the time the application is tendered to the City and shall be deducted from the first (1st) pay of the month and each month thereafter.

Section E. In cases where a deduction is made that duplicates a payment that an employee already has made to the Association, or where a deduction is not in conformity with the Provisions of the Association Constitution and By-Laws, refunds to the employee will be made by the Association.

Section F. Deductions for any calendar month shall be remitted to the designated financial officer of the Association as soon as possible following the tenth (10th) day of the following month.

Section G. An employee shall cease to be subject to check-off beginning with the month immediately following the month in which the employee is terminated. The Association will be notified by the City of the names of such employees following the end of the month in which the employee is terminated. The Association will be notified by the City of the names of such employees following the end of the month in which the termination occurred. Any employee may voluntarily cancel or revoke the authorizations upon thirty (30) days written notice to the Association and the City.

Section H. The City shall not be liable to the Association by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

The Association will protect and save harmless the City from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the City for the purpose of complying with this Agreement.

ARTICLE IV - ASSOCIATION ACTIVITIES

Section A. **Bulletin Boards.** The City agrees to furnish one full-size bulletin board for the use of the Association. The space may be used for only material related to the Association. The Association President shall be responsible for all material on the board.

Section B. **Meeting Place.** The Association may schedule meetings on Fire Department property insofar as such meetings are not disruptive of the duties of the employees or the efficient operation of the department.

Section C. **City Charter and Code.** The City shall provide and make available to the Association, a complete, current and up-to-date copy of the City Charter and all appropriate code provisions and ordinances, at the sole expense of the City; and further the City shall maintain said Charter, Code and Ordinances in a current and up-to-date manner throughout the life of the Agreement. The Association and its members agree to abide by such applicable provisions.

Section D. **Association Business.** Authorized committee members shall be paid for time lost during working hours in attending grievance, negotiation or other meetings with the City. The City Administrator or the designated representative will notify supervisory personnel of scheduled meetings for this purpose. The City agrees to allow Association members to perform Association business during duty hours, excluding

holidays and weekends, but not prior to 4:30 p.m. insofar as such business is not disruptive of the duties of the employees or the efficient operation of the department.

Section E. **Financial.** The City agrees to provide to the Association, on a loan basis, one copy of each years' City Budget and one copy of each City Audit.

ARTICLE V - DEFINITIONS

For the purpose of this Agreement, definitions shall be as follows:

"Employees" shall mean only those employees of the Fire Department of the City of Adrian below the rank of Fire Chief who are subject to the provisions of Article I Bargaining Unit, of this Agreement.

"Probationary Employee." A new employee shall be probationary without seniority until the employee has been employed and actively at work for twelve (12) months, excluding absences which exceed fifteen (15) consecutive days, at the end of which period he or she shall be entered on the department seniority list as of the first day of employment, or such date not to exceed twelve (12) months prior to the date of completion of the probationary period allowing for absences of breaks in employment exceeding fifteen (15) consecutive days. A probationary employee may be laid off, disciplined or terminated at the discretion of the City without recourse to the grievance procedure contained herein.

"Regular, Full-Time Employee." A regular, full-time employee is an employee who has completed the probationary period and has been certified by the Fire Chief and the City Administrator for status as a permanent employee.

"Temporary Employee." A temporary employee is an individual employed for special events or an individual employed to serve for a period not to exceed six (6) months.

“Committee Member.” The Collective Bargaining Committee of the Association as recognized in Article IX of this Agreement shall mean “Committee.”

“City” shall mean the City of Adrian, Lenawee County, Michigan.

“Association” shall mean Local 1511 of the International Association of Fire Fighters (I.A.F.F.).

“Management” shall mean such members of the administrative staff as designated by the City Administrator.

“Department” shall mean the Fire Department of the City of Adrian, Lenawee County, Michigan.

“Working Days” as referred to in the grievance procedure shall be Monday, Tuesday, Wednesday, Thursday and Friday, excluding observed holidays.

“Regular Hourly Rate” shall be the hourly rate arrived at by dividing the annual salary by the number of annual duty hours scheduled for the employee.

“Overtime Hourly Rate” shall be the hourly rate arrived at by dividing the sum of the annual salary, annual education premium and the annual longevity pay by the number of annual duty hours scheduled for the employee.

“M.E.R.S.” is the Municipal Employees Retirement System.

“Duty Day” shall be defined as one regularly assigned or scheduled 24-hour shift.

ARTICLE VI - JOINT RESPONSIBILITIES

Section A. The Association agrees that there shall be no strikes, slowdowns, or other interruption of work or restriction of operations of the City by any of its members during the term of this Agreement. It is the intent of the parties that all grievances and disputes shall be processed through the grievance procedure of this Agreement in a timely manner. The City agrees that there shall be no lockout during the term of this Agreement.

ARTICLE VII - NO DISCRIMINATION

The City and/or the Association shall not discriminate against any employee because of age, sex, race, color, creed, nationality or religious belief.

ARTICLE VIII - MANAGEMENT RESPONSIBILITIES

Section A. It is recognized that the Government and management of the City, the control and management of its properties and the maintenance of municipal functions and operations are reserved to the City, and that all lawful prerogatives of the City shall remain and be solely the City's right and responsibility, except as limited by applicable law. Such rights and responsibilities belonging solely to the City are hereby recognized, prominent among which, but by no means wholly inclusive are: all rights involving public policy, the rights to decide the number and location of fire stations, maintenance of a regular or minor type not requiring the skills of a professional or journeyman, schedules of work, the right to hire, promote, discharge or discipline for just cause and to maintain discipline and efficiency of employees.

Section B. It is further recognized that the City may, in lieu of laying off personnel, reassign employees to a different classification, and that the City reserves the right to eliminate a position created by a vacancy and to not fill vacancies for authorized positions and/or classifications, provided that any employee laid off, or involuntarily transferred, shall be reassigned to his prior position when such position is next filled.

Section C. It is agreed that the foregoing sections which are vested exclusively in the City are subject only to the express provisions of this Agreement as herein set forth.

ARTICLE IX - REPRESENTATION

The employees covered by this Agreement shall be represented by a committee of no more than four (4) members, one of whom shall be the Chairperson who shall be elected in any manner determined by the members of the Association.

The Association and the City shall provide to each other a written list of names and titles of their respective representatives and shall provide prompt notice of any changes thereto.

ARTICLE X - GRIEVANCE PROCEDURE

Section A. It is the intent of the parties that the Grievance Procedure set forth herein shall serve as a means for peaceful settlement of disputes that may arise as to the application and interpretation of this agreement. If any such grievance arises during the term of this agreement, it shall be settled in accordance with the procedure set forth below.

Section B.

Step 1. If an employee feels he has a grievance, he shall, within ten (10) working days of the time the grievance arises, discuss the grievance with his immediate supervisor or other designated supervisor as the case may be. The employee may request the presence of a Steward.

Step 2. If the grievance is not resolved in step 1, the employee or the Steward shall reduce the grievance to writing on a grievance form provided by the City and present the grievance to the Chief. Said written grievance must be filed in writing at step 2 within ten (10) working days of the Step 1 discussion. It shall

name the employees involved, state the facts giving rise to the grievance, identify all the provisions of this agreement alleged to have been violated by appropriate reference, state the contention of the employee and of the union with respect to these provisions, indicate the relief requested, and be signed by the employee. The Chief or his designee shall answer the written grievance within ten (10) working days or she shall arrange a meeting between the Chief and Human Resources Director, or other designated city representative, and the grievant and the union steward. If a meeting is held, the city shall answer the grievance in writing no later than ten (10) working days after the meeting with a copy to the steward.

Step 3. If the grievance is not resolved in step 2, the union may, within five (5) working days after the answer in step 2, submit a written appeal and request to the City Administrator for a meeting between a representative of the union and representatives of the city in an attempt to resolve the grievance. The meeting shall take place within twenty (20) working days. Additional time may be allowed by mutual written agreement of the city and the union. The City Administrator shall answer the grievance within ten (10) working days of the step 3 meeting.

Section C. Any grievances not filed within the prescribed time limit or not advanced to the next step by the employee or the union within the time limit in that step shall be deemed abandoned. Time limits may be extended by mutual written agreement; then the new date shall prevail.

Section D. Any grievance not answered by the city within the applicable time periods shall be automatically referred to the next step.

Section E. The city shall not be required to pay back wages prior to thirty (30) days prior to the date a written grievance is filed.

1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned at their regular rate, less any unemployment or other additional earned compensation

that they may have received from any source during the period of back pay (i.e., any outside income over and above that which the employee may have been receiving prior to the disciplinary action in question).

Section F. Any grievance occurring during the period between the termination date of this agreement and the effective date of a new agreement shall not be subject to the provisions of ARTICLE VIII (Arbitration), however, it shall be a proper subject for negotiations. Unless otherwise agreed in writing, any grievance which arose prior to the effective date of this agreement shall not be processed under this agreement.

Section G. Any agreement reached between management, and the union representatives, is binding on all employees affected and cannot be changed by any individual.

Section H. The sole remedy available to any employee for any alleged breach of this agreement shall be pursuant to the grievance procedure, provided, however, that nothing herein shall prevent an employee from election to pursue a legal or statutory remedy providing such election shall bar any further or subsequent proceedings for relief under the grievance procedure.

ARBITRATION

Section A. If a grievance is not resolved in step 3 of the grievance procedure and if it involves an alleged violation of a specific article and section of this agreement which is subject to arbitration, either party may, at its option, submit the grievance to arbitration by written notice delivered to the City Clerk or Union Steward, as the case may be, ten (10) days after receipt of the city's answer in step 3. The written notice shall identify the issue involved, and the relief requested. If no such notice is given within the ten (10) day period or if the matter is not subject to arbitration, the grievance shall be deemed abandoned.

Section B. Following receipt of the notice to arbitrate, the union and the city will confer to see if a mutually agreeable arbitrator can be selected from the panel listed below. Absent mutual agreement, the parties will

select one of the arbitrators from the panel by blind draw. The arbitration hearing shall be conducted in accordance with the rules of the American Arbitration Association. The panel shall be:

Mario Chiesa

Mark Glazer

Peter Jason

Section C. The jurisdiction of the arbitrator shall be limited to the determination of grievances which involve an alleged violation of a specific article and section of this agreement. If either party shall claim before the arbitrator that a particular grievance fails to meet the test of arbitrability, the arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits unless otherwise agreed to by the parties. If the grievance concerns matters not subject to arbitration, the arbitrator shall return the grievance and all documents relating thereto, to the parties without decision.

Section D. Powers of the arbitrator. The arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of this agreement or any of the functions or responsibilities of the parties to this agreement. He shall have no power to establish wage scales or change any wages except as provided in the agreement.

He shall have no power to change any practice, policy, or rule of the city, or to substitute his judgment for that of the city unless such policy, practice, or rule is in violation of a specific Article and Section of this agreement. His powers shall be limited to deciding whether the city has violated the express Articles and Sections of this agreement.

It is further specifically understood that the Arbitrator:

1. Shall have no power to substitute his discretion for the city's discretion in cases where the city if given discretion by the agreement.

Section E. At the time of the arbitration hearing, both the city and the union shall have the right to examine and cross-examine witnesses. Upon request of either the city or the union, or the arbitrator, a transcript of the hearing shall be made and furnished the arbitrator with the city and the union having an opportunity to purchase their own copy. At the close of the hearing, the arbitrator shall afford the city and the union a reasonable opportunity to furnish briefs. The hearing will be conducted in accordance with the American Arbitration Association Rules and Regulations.

Section F. The fee of the arbitrator, his travel expense, and the cost of any room or facilities and the expenses of the arbitration, including the expense of a transcript, if any, shall be borne equally by the parties. The fees and wages of representatives, counsel, witnesses, or other persons attending the hearing on behalf of a party and all other expenses shall be borne by the party incurring the same, provided, however, if the grievant is required to testify at the hearing, he/she shall be compensated by the city for any lost work time at said hearing. All filing fees of the American Arbitration Association shall be paid by the party filing for arbitration.

Section G. The arbitrator's decision, when made in accordance with his jurisdiction and authority, established by his agreement shall be final and binding upon the union, the employee or employees involved, and the city.

ARTICLE XI - SENIORITY

Section A. When an employee finishes the probationary period of one (1) year of continuous, full-time employment, he shall be placed on the department seniority list and his seniority shall date from his date of employment. It is understood, however, that insurance benefits, holiday pay and bereavement leave under Article XXIII, Section B and military reserve leave shall become effective after twelve (12) work weeks.

Section B. When there is a reduction of the working forces in the department, the following procedure shall govern in making layoffs:

1. Probationary and/or temporary employees shall be laid off first in any order.

2. Regular, full-time employees shall be laid off next in the order of seniority, provided the employees desiring to exercise their seniority to continue working must be fully able and qualified to perform the work required. Employees who feel they are fully able and qualified and are laid off shall have recourse through the grievance procedure.

3. Regular, full-time employees shall be given at least two (2) weeks advance notice prior to being laid off. Copies of the notice shall be given to the Committee.

Section C. An employee shall be terminated and lose his or her seniority rights if the employee:

1. Quits or retires.

2. Is discharged for just cause.

3. Is absent without leave contrary to the published Rules and Regulations of the department.

4. Gives false reason to obtain a leave or fails to return to work at the termination of his or her leave, without justifiable reason.
5. Is laid off for a period equal to his or her seniority at the time of layoff or three (3) years, whichever is the lesser.

Section D. Recalls shall be in the reverse order of layoffs, provided the employee is fully able and qualified to perform the work required. Employees recalled to work shall be given five (5) calendar days advance notice in which to report to work. Copy of notices shall be given to the Committee. Employees failing to report within five (5) calendar days after being notified, or failing to give reasons satisfactory to the City for not reporting, shall be considered as having voluntarily quit.

Section E. The City shall maintain a true seniority list of all department employees having seniority rights, copies of which shall be posted in the department.

Section F. Employees shall notify the City of their proper post office address and phone number or change of address or phone number. The City shall be entitled to rely upon the address shown upon its records for all purposes.

Section G. Any employee who is promoted or transferred out of the bargaining unit, but who continues as an employee of the City, shall retain his or her department seniority, but shall not accumulate seniority until such time as he or she may be returned by the City to the department.

Section H. Seniority shall in all cases accumulate while an employee is on an approved leave and for any approved extensions thereof except as may be specifically excluded elsewhere in this Agreement.

Section I. The Selective Service Act, as presently existing or as may be amended from time to time, shall govern the reemployment rights of employees called to the service.

Section J. Employees permanently or partially incapacitated by occupational injury or illness arising out of and in the course of their employment with the City may be assigned other work, which in the judgment of Management they are capable of performing, without regard to any seniority provisions of this Agreement. This provision shall not accord employees' super-seniority beyond their seniority date to provide continuous work.

Employees so assigned shall be paid the regular rate of pay of the job to which they are assigned. This provision shall not be construed as a guarantee of employment or an obligation of the City to create work not normally available. This provision shall be without prejudice to any rights which may accrue to such employees under the applicable Workers' Compensation Act.

Section K. In assigning employees covered by this Agreement to duties within the bargaining unit, seniority will govern whenever qualifications and abilities being considered are equal in the opinion of the Chief. An employee awarded a new assignment shall have sixty (60) days to qualify for such assignment.

Section L. For eligibility lists created after July 1, 1996, an otherwise qualified candidate who achieves a standard score of 85 or higher for applicant's testing for the City of Adrian Fire Fighter position, as certified by an outside testing agency shall be placed on the eligibility list.

The City shall have the right to hire anyone whose name appears on the eligibility list. Said list shall remain in effect for one year. It may be extended for up to two periods of six (6) months by action of the Personnel Director.

ARTICLE XII - HOURS OF WORK

Section A. Bargaining unit employees shall have work periods of at least seven (7) but less than twenty-eight (28) consecutive days with tours of duty not to exceed twenty-four (24) hours in a forty-eight (48) hour period as prescribed by P.A. 125 of 1925 as amended and P.A. 115 of 1965 M.S.A. 5.3331, as amended of the Public Acts of Michigan. The work days shall commence at 7:00 a.m. and work cycles shall consist of 24 hours on duty, 24 hours off duty, 24 hours on-duty, 24 hours off-duty, 24 hours on-duty, 96 hours off-duty, then repeat the schedule until the 28-day cycle is completed.

Section B. Overtime pay shall be paid to employees at one and one-half (1 ½) times their overtime base rate of pay (hourly rate + education premium + longevity), in accordance with the formula below:

$$\frac{\text{BASE ANNUAL SALARY}}{2808 \text{ HOURS}} = \text{HOURLY RATE}$$

$$\text{BASE ANNUAL SALARY} + \text{ED PREMIUM} + \text{LONGEVITY} = \text{SALARY}$$

$$\frac{\text{SALARY}}{2808} = \text{OVERTIME BASE RATE}$$

$$\text{OVERTIME BASE RATE} * 1.5 = \text{OVERTIME RATE OF PAY}$$

Holiday pay shall be paid to employees at one and one-half (1 ½) times their hourly base rate of pay (excluding education premium and longevity).

Overtime will be paid for the following circumstances:

1. For work performed in excess of the aggregate number of hours allowed at their regular hourly rate of pay within a work period.
2. For extended time (minimum of one (1) hour) of duty beyond the employee's assigned tour of duty.
3. When called in to maintain shift strength level of personnel.
4. Holiday work performed on their regular assigned duty tour.
5. When Fire Officers attend mandatory staff meetings.
6. When employees attend mandatory training/education sessions as determined by the Fire Chief.

Section C. Employees called in to perform work at times other than the beginning of their regularly scheduled reporting time shall be paid at a rate of one and one half (1-1/2) times their overtime hourly rate of pay for a minimum period of two (2) hours as follows:

1. To perform work on a holiday.
2. To perform work in situations demanding personnel beyond the authorized shift personnel strength.
3. To maintain personnel strength as determined by the Chief for unusual circumstances.
4. To maintain shift strength due to mutual aid calls, i.e., engine assist, tower assist, MCI incident, technical rescue incident (including Confined Space, Building Collapse, Trench Rescue, Ice Rescue), county air truck assist, or other equipment that should be located at the Adrian Fire Department for the purpose of emergency response.

Section D. For extended time of duty beyond the employee's assigned tour of duty while at the scene of an emergency, the employee shall be paid at a rate of one and a half (1-1/2) their overtime hourly rate of pay for a minimum of one (1) hour.

Section E. Overtime pay shall be paid to employees no later than the next scheduled pay period in which the overtime pay is earned unless the employee indicates on the form provided by the City a preference for compensatory time off.

Section F. In lieu of overtime pay, employees may be allowed compensatory time off in an amount equal to their overtime rate of pay. In no instance shall compensatory time accumulate beyond 96 hours.

Section G. Employees called to testify in court, on behalf of the City, or for actions resulting from incidents occurring while on duty, shall be paid as specified under Section C of this article or in lieu of overtime pay be allowed compensatory time off as provided for under Section E of this article.

Section H. Payment and/or compensatory time shall be calculated from time of tone-out until time of sign out, provided employee signs in within 15 minutes of being called, for a minimum of two (2) hours. Personnel called in for emergency duty one (1) hour or less prior to their regularly assigned shift shall be given one (1) hour of overtime pay. Otherwise, payment shall be from time of sign in for a minimum of two (2) hours.

Section I. Employees called in to perform work while their assigned shift is on duty, who have scheduled vacation or holiday leave shall not be eligible for overtime or compensatory time off, i.e. double time and a half. Hours worked for the time spent during the call-in shall not be deducted from their accrued vacation or holiday time.

ARTICLE XIII - TRADING TIME

Employees who for personal reasons require time off and who are unable to obtain time off due to shift demands, may arrange to trade shift duty with another employee provided:

1. Another employee voluntarily agrees to the shift trade, and is capable of performing the assigned duties.
2. Prior approval of the officer in charge of the shift on which the trading of time is to take place is required before the trade may take place. Written prior approval of the Chief is required if trading for more than three (3) consecutive working days (72 hours).
3. A temporary employee may not work for another employee. A probationary employee may work for another employee after the completion of twelve (12) work weeks of duty.
4. A regular, full-time employee may work for a probationary employee.
5. The City assumes no liability in the event that traded time is not paid back and is not required to keep records of traded time.
6. The employee requesting the trade is required to make-up training missed because of the trading of time.

ARTICLE XIV - STAFFING

Section A. The Fire Chief shall establish, modify or amend an appropriate Table of Organization and level of personnel strength as directed by the City Administrator. The Association shall be notified by the Fire Chief of the effective dates of department strength changes.

Section B. For purposes of meeting personnel requirements to maintain the required manpower strength as directed by the City, the following procedure will be followed:

1. Members of the Association will have opportunity to affix their names to a sign-up sheet for overtime work.
2. When the strength of any shift falls below the minimum number specified by the City, the Chief or his or her designee shall call-in the necessary manpower to meet this requirement.
3. Any member of the Association called and who agrees to report for duty to satisfy staffing needs, shall be paid at an overtime rate as provided under Article XII of this Agreement.
4. At any time a firefighter is required to perform duties of a fire officer (Fire Lieutenant or Fire Captain), due to their absence, he shall be compensated at the rate equal to the base salary of a Lieutenant.

Any time a Fire Lieutenant is named as an "acting" Fire Captain and is required to perform duties of a Fire Captain (when a temporary firefighter is hired), he shall be compensated at the rate equal to the salary of a Captain.

Section C. The City shall allow up to two (2) firefighters to be off-duty at any one time.

ARTICLE XV - SAFETY AND SANITARY CONDITIONS

Section A. Safety rules and regulations issued by the City, State and Federal governments for the health and safety of employees and the public shall be strictly adhered to. The Association and the City shall cooperate in enforcing all such measures.

Section B. The City shall provide a sufficient supply of the specific devices and equipment and adopt such rules and practices as are required to insure that all reasonable provisions are made for the safety and health of its employees.

Section C. The employees shall use and make every effort to preserve and maintain the devices and equipment provided for their safety and shall observe the rules and practices applicable to the work.

Section D. The Association shall designate one (1) of its members to serve as a Safety Representative on the City Safety Council for the purpose of participating in safety discussions and assisting in promulgating safety regulations with the understanding that the City has the ultimate responsibility and shall make the final determination on all matters of safety and safety rules. Employees should report any unsafe practice or condition to their immediate supervisor. If the matter is not resolved, the employee may file a complaint with the safety council member and the matter will be referred to the Safety Council. If the matter is not resolved by the Safety Council within ten (10) working days following presentation to the Council, there shall be recourse to the grievance procedure or other remedies as provided by law if desired by the Association. Safety grievances shall not become part of the Association's Safety Representative's personnel file.

It is the desire of the City and the Association to maintain the highest standards of safety and health in the Fire Department in order to eliminate as much as possible accidents, death, injuries, or illness in the fire service.

Protective devices, wearing apparel and other equipment necessary to properly protect firefighters shall be provided by the City. These devices, apparel and equipment may be inspected by the Association's representative to the City Safety Council on a periodical basis to insure proper maintenance and replacement.

The City shall permit the Association's Safety Council representative to enter any fire department facility when investigating health or safety conditions as a mutually agreeable time consistent with efficient department operation.

The Association Safety Council Representative may:

1. Inspect the Fire Department facilities to detect hazardous physical conditions or unsafe work methods, including training procedures.
2. Recommend changes or additions to protective equipment, protective apparel or devices for the elimination of hazards of firefighting.
3. Promote safety and first aid training for firefighters
4. Participate in promoting and selling safety and safety programs to employees.
5. Review and analyze any reports of accidents, deaths, injuries, or illnesses and recommend rules and procedures for the promotion of health and safety of the firefighters.

The representative may accompany the state inspector on tour of the fire department facilities, subject to the inspector's consent.

The representative on duty on the day the City holds Safety Meetings at City Hall shall be in attendance, regardless of manpower strength at the station.

Section E. An employee involved in an accident on duty shall immediately report said accident and any physical injury sustained. An employee shall make out an accident report in writing on forms furnished by

the City and shall turn in all available names and addresses of witnesses to any accident. Failure to comply with this provision shall subject the employee to disciplinary action by the City.

Section F. It is the duty of the employee and he or she shall immediately or at the end of his or her shift, report all defects of equipment to his or her immediate supervisor. Such reports shall be made on a suitable form furnished by the City and shall be made in multiple copies, one copy to be retained by the employee. In the event continued defects of equipment are experienced, a written complaint may be filed with the Chief, with a copy to the City Administrator.

Section G. An employee who is injured while on the job and is required to leave the job because of such injury and is required to remain off the job by medical authority will be paid for that whole shift.

Section H. The City agrees to form a committee to review safety standards and equipment within the department and any other fire department related matter. This committee shall meet on not less than a quarterly basis. Grievances shall not be a topic of the committee.

ARTICLE XVI - LONGEVITY PAY

Section A. In addition to an employee's base pay, longevity pay shall be computed and paid for by the City subject to the terms and conditions as set forth below:

1. Said employees who have been continuously employed by the City for more than five (5) years and for less than ten (10) years shall be granted longevity pay in an amount of \$250.00.
2. Said employees who have been continuously employed by the City for more than ten (10) and for less than fifteen (15) years shall be granted longevity pay in an amount equal to \$500.00.

3. Said employees who have been continuously employed by the City for more than fifteen (15) years and for less than twenty (20) years shall be granted longevity pay in an amount equal to \$750.00
4. Employees who have been continuously employed by the City for twenty (20) years or more shall be granted longevity pay in an amount equal to \$1,000.00.

Provided, however, eligible employees hired prior to July 1, 1987, shall continue to receive longevity based on the schedule shown below. It shall be capped at the base salary of \$25,000 for Firefighter, \$26,000 for Lieutenants and \$27,000 for Captains.

1. Employees who have been continuously employed by the City for more than five (5) years and for less than ten (10) years shall be granted longevity pay in an amount equal to two and one-half (2-1/2) percent of their base pay.
2. Employees who have been continuously employed by the City for ten (10) years or more, but less than fifteen (15) years shall be granted longevity pay in an amount equal to five (5) percent of their base pay.
3. Employees who have been continuously employed by the City for fifteen (15) years or more, but less than twenty (20) years shall be granted longevity pay in an amount equal to seven and one-half (7-1/2) percent of their base pay.
4. Employees who have been continuously employed by the City for twenty (20) years or more shall be granted longevity pay in an amount equal to ten (10) percent of their base pay.

Section B. An employee's length of service with the City for longevity pay purposes shall be computed and determined according to the number of years the employee has been continuously employed by the City as of July 1st of each calendar year.

Section C. Longevity pay, as provided herein, shall be paid on the second payday in November of each year based upon the annual salary in effect at that time.

Section D. The lump sum longevity payment as set forth above is for the twelve (12) month period commencing July of each year in which it is paid. In the event of retirement or separation for any reason, longevity pay shall be prorated from the first day of July preceding retirement or separation to the date of such retirement or separation. If retirement or separation occurs after the lump sum payment has been made for the twelve month period set forth herein, the employee shall reimburse the City for the prorate amount applicable to that portion of the period following retirement or separation.

ARTICLE XVII - COMPENSATORY TIME

Section A. Employees covered by this Agreement may accumulate and be granted compensatory time off subject to the following terms and conditions:

1. Hours worked in excess of those hours permitted by statute for fire service work periods, provided time off can be granted and used as provided under Article XII, Section F.
2. Time accumulated for holidays worked as provided under Article XX, Holidays.

Section B. An employee may request, and the officer in charge of the shift may grant, compensatory time off, at any time subject to manpower requirements.

Section C. The employee's name and date granted for compensatory time off will be posted by the officer in charge of the employee's shift.

ARTICLE XVIII – INSURANCE

Section A. The City shall provide life insurance for each permanent employee enrolling in the plan in the amount of \$20,000. Effective February 1, 2007, life insurance shall be one times base annual salary. Base annual salary shall be determined on January 1st of each year based on the annual wages set forth in Schedule A in Section 2. The policy shall contain a clause providing double indemnity in the event of accidental death.

Section B. The City shall purchase health insurance from a competent carrier of its choice.

- I. If increases occur or the city imposes healthcare changes for non-union employees, it is agreed that the union would accept such changes and the city would honor any cost-sharing arrangement with non-union employees with regard to increases in premium.

If the union wishes to purchase an alternative healthcare plan, they agree to pay the difference in premium between the plan they purchase and the non-union healthcare plan in effect at the time of open enrollment to maintain such coverage. Coverage is subject to approval from Blue Cross Blue Shield.

- II. City agrees to offer an employee paid, optional disability insurance plan (ie: AFLAC) to members following ratification as long as plan requirements are met and maintained.
- III. City agrees to offer a voluntary employee-paid vision program chosen by the IAFF as long as the plan requirements are met and maintained.
- IV. The City shall provide a \$50 per month cash buyout in lieu of insurance, said buyout to be payable in December for the calendar year.

V. In lieu of specific language in the Collective Bargaining Agreement pertaining to the healthcare plan, the City will provide outlines of the plans available at open enrollment to be voted on by the union.

Section C. The City shall carry insurance which will provide compensation for any employee who suffers an injury or illness determined to be sustained in the course of employment with the City.

Section D. Eligible, full-time employees who elect the City healthcare plan shall become insured the first day of the month on or following sixty (60) days of employment. If away from work due to disability, leave of absence, etc., on the date the insurance is effective, said employee will be insured upon return to active service.

Section E. The insurance coverage listed above shall be discontinued on the day the employee's services are terminated (including quit, retirement, etc.) or the end of the month if the employee is laid off or going on leave of absence as outlined under Section E, Article XXIII-Special Leave, of this Agreement.

ARTICLE XIX - RETIREMENT

Section A. Retirement benefits shall be provided in accordance with the provisions of the Michigan Municipal Employees Retirement System Plan B-4 with Benefit Programs E-2, RS-50, FAC of 3 and F-55 with 25 years of service as subsequently amended from time to time, provided, however, any matters involving pensions shall not be subject to the grievance procedure or arbitration. Effective July 1, 2007, change the pension from F-55 with 25 years to F-50 with 25 years (in lieu of an increase in the retiree health savings plan).

For those employees hired after July 1, 2014, Local 1511 shall choose a new MERS pension plan for such employees, which shall include the following:

1. Final Average Compensation shall not include payments for overtime, accumulated sick time and accumulated vacation time, paid to a member.
2. Employer contribution rate shall not exceed 10% of base salary for the normal cost of the pension plan and 13% of the base salary for the total required cost of the pension plan, with all additional cost of the pension plan paid by these employees by payroll deduction.

Section B. Employees shall be automatically retired at the end of the month in which they reach sixty-five (65) years of age.

Section C. Employees who are no longer able to perform the duties of their position may be eligible for disability retirement.

Section D. In addition, to address concerns regarding pensions and retiree health care, the City will contribute to the ICMA for each pay period \$1.50 for every \$3.00 deferred by the employee to a maximum City contribution of one and one-half percent (1-1/2%) of the employee's regular pay (i.e., excluding special pays) for that pay period.

Section E. The City agrees to administer a 457 Deferred Compensation plan provided by Nationwide Insurance and endorsed by the IAFF, provided there are no administration costs to the City, or guidelines within our current ICMA plan prohibiting such action. The City will require minimum participation of 5 employees in order to administer the plan.

Section F. The parties agree to re-open negotiations between July 1, 2011 and June 30, 2014 to discuss a hybrid pension program for new hires if a decision is made by the City Commission to institute such a plan city-wide.

ARTICLE XX - HOLIDAYS

Section A. The following calendar days, or the calendar days customarily celebrated in lieu thereof, shall be deemed holidays for the purpose of this Agreement:

New Year's Day	Thanksgiving
Memorial Day	Christmas
Independence Day	Personal Business Day (to be selected
Labor Day	by the employee)

Section B. Only regular, full-time employees are entitled to holiday pay for the above listed days. To be eligible for holiday pay, regular, full-time employees must have worked for the City on the last scheduled work day preceding, the holiday and the first scheduled work day following the holiday unless on an authorized leave in advance. Should injury, illness or death in the family, or unforeseen circumstances make it impossible to notify in advance, employees must show proof their absence was unavoidable.

Section C. If a holiday falls within employees' vacation periods, such holiday shall not be considered as part of vacation periods and employee shall receive their full vacation in addition to holiday pay.

Section D. Employees shall have the option within each annual period commencing January 1st of any given year and ending December 31st of the year immediately following of receiving, holiday compensation for that period as provided below:

1. Compensatory time off at a time mutually agreeable to the employee and the City, equivalent to the number of holiday hours earned.
2. A lump sum payment at the employee's regular hourly rate equivalent to the number of holiday hours earned.

Section E. Holiday time may not be accrued beyond the annual period in which it is earned. Employees who elect compensatory time off for time worked on any of the above holidays during any annual period as stated above must have done so prior to January 1st of each year. Employees shall be paid a lump sum in the last pay period in January, at their regular hourly rate as of December 31st of the year in which the holiday occurred, for all holiday time earned within the preceding annual period not previously compensated for. An employee who elects and uses compensatory time off shall not be entitled to compensation for the same period.

Section F. All work performed on any of the above named holidays shall be paid for as prescribed under Section B, Article XII, Hours of Work in addition to the provisions of Section D of this article.

ARTICLE XXI - VACATION

Section A. All regular, full-time employees shall be granted an annual vacation with pay, subject to the terms and conditions as set forth below. The vacation year is the calendar year and shall accrue on January 1 of each year. All regular, full-time employees shall earn one-twelfth (1/12th) of their annual amount of vacation for each month of the previous calendar year that the employee worked for the City.

Section B. All vacation time shall be scheduled by the Fire Chief with consideration for the desires of the employee concerned, consistent with efficient department operations and the availability of relief personnel. On approval of the Fire Chief, employees may use any of their accumulated compensatory time to supplement their vacation time.

Section C. Regular, full-time employees who have been employed by the City for less than one (1) full year of service may be granted a prorated vacation for up to a maximum of three (3) working days (72 hours) during their first year of employment by the Fire Chief.

Section D. Up to a maximum of seven (7) working days (168 hours) off for vacation shall be granted to employees who have been continuously employed by the City for one (1) year, but less than ten (10) years.

Section E. Up to a maximum of eleven (11) working days (264 Hours) off for vacation shall be granted employees who have been continuously employed by the City for ten (10) or more years.

Section F. Up to a maximum of eleven (11) working days (264 hours) may be accumulated for vacation purposes by employees employed by the City for less than ten (10) consecutive years and up to a maximum of sixteen (16) working days (384 hours) may be accrued by employees employed by the City for ten (10) or more consecutive years. The granting of more than eleven (11) working days (264 hours) off for vacation purposes is at the discretion of the Fire Chief, subject to the approval of the City Administrator.

Section G. Vacation payment may be made on the last pay day prior to the commencement of the employee's vacation; provided an approved request is submitted to the Finance Department one week prior to the desired pay day.

Section H. Employees leaving the employment of the City are entitled to receive reimbursement for accumulated vacation, pro-rated for their length of employment; except if the following applies:

1. If employees separate themselves from employment with the City by reasons of absence without leave.
2. If employees fail to give at least fourteen (14) calendar days notice in advance of termination date.
3. If probationary employees separate themselves from employment by the City prior to completion their probationary periods of employment.
4. If employees are discharged for theft, insubordination or willful misconduct and are not reinstated.

The amount of vacation pay that can be included in an employee's Final Average Compensation is 384 hours (i.e., the 16 day maximum accumulation x 24 hours).

Section I. Time paid for vacation, sick leave, or special leave will be included as time worked for purposes of computing vacations.

Section J. Employees eligible to receive eleven (11) days off (264 hours) for vacation purposes may be permitted seven (7) consecutive working days off in one period and the remaining four (4) days off (96 hours) at a number of consecutive working days desired by the employee, manpower permitting.

Section K. The Fire Chief will continue the current practice of granting vacation time-off in increments less than 24 hours (1 working day) in the event that the employee's total bank contains a balance not divisible by 24 hours. Such time may be used in order to return the bank to a balance of full 24-hour working days. Approval of such time-off is subject to current guidelines. Employees shall have the ability to use accrued vacation time in twelve (12) hour increments.

ARTICLE XXII - SICK LEAVE

Section A. Each employee shall be granted up to a maximum of seven working days per year of sick leave, provided that no employees may accumulate more than 64 days (1536 hours) of sick leave.

Section B. Sick leave will be computed as of January 1st of each year. The computation shall be made on the basis of one-twelfth of the applicable annual sick leave for each month of the previous calendar year that the employee worked for the City.

Section C. Employees who have accumulated the maximum number of sick leave days set forth above may either transfer to vacation or be paid in cash at 100% of the regular hourly rate of pay on December 31st preceding the January payment date for each day the employee is not permitted to accumulate.

Section D. The computation and payment and/or transfer of excess sick leave days will be made in the second pay period in January of each year. Employees electing to receive payment for those sick leave days which cannot be accumulated shall receive a lump sum payment.

Section E. Employees injured on the job that is compensable under Workers Compensation Law will be permitted to receive full pay for the first thirty (30) calendar days following the day of injury without loss of accumulated sick leave. In doing so, the City shall pay the difference between Workers Compensation checks received by the employee and the employee's regular full pay. After the first thirty (30) days have passed, employees desiring full pay shall surrender an amount of their accrued sick leave equal to the difference between the Workers Compensation checks received by the employee and the employee's regular full pay. Employees who use up their accumulation of sick leave may draw upon their accumulated vacation time. On expiration of all leave time, employees will retain their compensation checks and will be carried as on leave without pay.

Section F. The City shall have the right to request a doctor's certificate for any employee who is or who has received sick leave time. If the City shall request a doctor's certificate and no certificate is furnished, then sick leave will not be granted for that period and the employee shall not be paid for that period.

Section G. Employees injured on any other gainful employment outside of City employment shall be eligible for sick leave up to the amount they have accumulated for absences arising out of such injury in an amount which when combined with the compensation, they will receive for such injury from any source, does not exceed that amount they would normally receive from the City if the injury had not occurred.

Section H. In case of disability due to intoxication or misuse of stimulates or narcotics or willful misconduct, no rights to benefits hereunder shall exist.

Section I. The purpose of sick leave is to insure an employee's income during the period when he or she is unable to work due to his or her illness or injury, therefore, on termination of his or her employment with the City, all benefits under this section are null and void and the employee will not be reimbursed for any accumulated sick leave, except as provided under Section J of this article.

Section J. At such time as an employee retires and is eligible for retirement benefits under MERS, he or she shall be entitled to be paid for unused accumulated sick leave under the following formula:

For the first 1,296 hours of sick leave	--	100%
For the next 240 hours of sick leave	--	50%

It is understood that pay for unused sick leave is not part of the final average compensation for pension purposes. If the employee has not yet retired, but dies leaving a widow or other beneficiary who is entitled to a survivor retirement allowance under M.E.R.S., Plan B-4, the widow or other beneficiary shall be entitled to receive the unused accumulated sick leave. Unused accumulated sick leave shall be paid in one lump sum or in the least number of successive installments as possible at the regular rate of pay of the employee at the time of retirement. This settlement shall be made to the employee or employee's widow or other beneficiary.

Section K. Employees shall be granted sick leave in periods of no less than one hour, to be used for doctor, dental, optical or hospital appointment.

ARTICLE XXIII - SPECIAL LEAVE

The City may Grant leaves for special circumstances:

Section A. Leave with no loss in pay may be granted employees while attending conferences or training sessions which have been approved by the City Administrator and are mutually beneficial to the City and the employee.

Section B. In the event of a death in an employee's immediate family, the city provides up to 3 duty days (72 hours) of paid bereavement leave. Immediate family includes spouse, child, parent, grandchild, grandparent, brother, sister, half-brother, half-sister, or the spouses of any of them, and includes all such relationships established by marriage (i.e. "step, "in-law") or arising from adoption or other legal arrangement such as guardianship.

An employee may use accrued paid time off to extend bereavement leaves or to attend funeral services for individuals not covered within this policy, or an employee may request an unpaid day(s).

In special circumstances, the City Administrator may grant additional bereavement leave with or without pay.

A duty day shall be defined as one regularly assigned or scheduled 24-hour shift.

Section C. For employees who serve on a jury, the City will reimburse the difference between their jury fees and their regular was actually lost, provided they must report to work on their regularly scheduled days to work when released from court duty.

Section D. Employees who are elected or appointed delegates to attend Association conventions and/or conferences may be granted leave without pay to attend, provided reasonable advance notice is furnished to the City.

Section E. An employee taking a leave without pay shall have all fringe benefits frozen as of the start of said leave. For employees who have exhausted all paid leave time because of being disabled by sickness or job injury as provided under Article XXII, Section E of this Agreement, the City shall, following this exhaustion, continue to pay the premiums on the employee's Blue Cross and Blue Shield and life insurance policy to the extent permitted by the carriers of such policies for one month for each year of the employee's seniority up to a maximum of twelve (12) months. The employee's seniority shall continue during this period. Leave without pay in case of emergency may be granted by the Fire Chief, subject to approval by the City Administrator.

Section F. The leaves provided for in this Agreement may be temporarily suspended, by notification to the employee, during any period of emergency declared by the City.

Section G. Probationary employees may be granted time off without pay for emergency or bereavement purposes as outlined under Section B of this article by the Fire Chief subject to approval of the City Administrator.

Section H. **Family and Medical Leave Act.**

In accordance with the Family and Medical Leave Act (FMLA) of 1993, a medical or personal leave is an FMLA leave if the leave is for one or more of the following:

1. Because of the birth of a son or daughter of the employee, or in order to care for such son or daughter;
2. Because of the placement of a son or daughter with the employee for adoption or foster care;

3. To care for the employee's spouse, son or daughter, or parent who has a "serious health condition;"
or
4. The employee is unable to perform the essential job functions because of a "serious health condition."

FMLA leaves are only available to employees who have been employed by the City for at least twelve (12) months and have worked 1,250 hours during the previous twelve (12) month period.

Such leaves are counted against an employee's annual FMLA leave entitlement. Under the FMLA, an employee is eligible for a total of twelve (12) workweeks of leave in a twelve (12) month period. This twelve (12) month period is measured back from the date the employee uses FMLA leave. Continuation of medical and dental benefits and the right to job restoration under the FMLA ceases when an employee has used twelve (12) workweeks of FMLA leave in the twelve (12) month period.

When a leave is requested due to a serious health condition, the City reserves the right to require the employee to obtain the opinion of a second health care provider designated or approved by the City concerning any information within the medical certification requesting the leave (WH 380). The City will pay any deductible or co-pay costs for said second opinion.

During personal leaves that are FMLA qualifying leaves, medical, life, and dental insurance benefits will be continued on the same terms and conditions as prior to the leave.

An Employer may recover the health insurance premiums paid while an employee was on an unpaid FMLA leave if:

1. The employee fails to return to work for at least thirty (30) days after the expiration of the leave;
and

2. The failure to return is for a reason other than a serious health condition, or “other circumstances beyond the control of the employee.” Certification from the health care provider may be required for this purpose.

An employee returning from an FMLA leave is to be restored to the position he left, or to an equivalent position.

An employee requesting an FMLA leave under types 1, 2, 3 or 4 above, must exhaust all his/her personal days and earned vacation prior to going on said leave. Seniority shall accumulate while on a Family and Medical Leave.

The City will continue to provide an employee’s medical insurance while he/she is on an FMLA leave for a period of up to twelve (12) weeks on the same terms and conditions as prior to the leave.

ARTICLE XXIV - UNIFORMS

Section A. The City agrees to furnish a uniform allowance to be held in reserve for the purpose of purchasing uniform items in the form of; shirts, trousers, EMS trousers, EMS shorts, sweaters, sweatshirts, polo shirts, t-shirts, belts, jackets, coats, name plates, shoes, boots, ties and hats and ball caps, and approved for firefighters through a voucher system. The City will furnish one shirt badge, one hat badge and collar brass. These items will remain the property of the City and must be turned into the City upon termination of employment. If these items are lost or stolen, they will be replaced by the employee.

Section B. A \$450 uniform allowance will be allowed at the beginning of each fiscal year. Unused portions of any annual allowance may be added to subsequent annual allowance. First year employees shall have a one-time additional \$50 added to the annual allowance in effect at time of hire. If an employee retires other than for disability, or quits, the employee shall reimburse the City on a quarterly basis

with an employee being credited for a quarter if he works one day or more in the quarter (i.e., if the employee spends \$175 in July and quits or retires in December, the employee would reimburse the City for 1/2 the allowance).

Section C. The City agrees to provide a supplier and arrange for ordering uniform items. The City shall make every effort to place all uniform orders prior to August 30th of each contract year. The Union shall make every effort to provide estimated uniform needs by June 15th of each year.

Section D. Shift officers shall designate dress standards for the personnel on their shifts in accordance with Fire Department guidelines established by a uniform committee composed of the Fire Chief, an association officer and a member designated by the City Administrator which will meet at the beginning of each fiscal year to determine uniform priorities for that year.

Section E. Emergency issues of uniforms may be made upon recommendation of the Chief and approved by the City Administrator.

Section F. Uniforms purchased and furnished by the City shall be worn by employees only during their respective work periods or department functions or while en route to or departing from same.

Section G. On date of hire, each probationary employee shall be allowed to order basic uniform items not to exceed his annual uniform allowance. If the employee does not complete the probationary period, he shall keep the uniform items and reimburse the City for the actual cost of said uniform purchase. Upon termination, all uniform patches and badges shall be returned to the City.

ARTICLE XXV - MAINTENANCE OF CONDITIONS

The Association and the City agree that existing rules, regulations and procedures, as provided for in the Personnel Manual, City Administration Regulations and Departmental Rules, shall remain in force throughout

the duration of this Agreement, subject to the established procedures for changing or modifying these various rules, regulations and policies, except as modified or controlled by the provisions of this Agreement. All changes in department policy and/or department rules and regulations shall be typed, posted and shall remain in effect until officially rescinded by subsequently posted changes. In addition, all members shall receive a copy of all changes.

ARTICLE XXVI - GENERAL PROVISIONS

Section A. This Agreement shall be subject to the Federal laws and the laws of the State of Michigan; and insofar as the same shall be in conflict or violation of any of these laws, said provision of this Agreement shall be void and inoperative. The provision of this Agreement are deemed to be severable, and should any provision, thereof, be held unconstitutional or invalid, such holding shall not be construed as affecting the validity of any of the remaining provisions or section.

Section B. The City-wide Drug Plan for Police and Fire shall apply to all Firefighters.

Section C. All employees will be required to live within twelve (12) miles of the Adrian City limits, inside and within the County, or the closest distance allowed by state law, which currently is a distance of 20 miles from the nearest boundary of the City, provided after twenty-five (25) years of continuous service with the City, such employee will be required to live within twenty (20) miles of the Adrian City limits, inside and within the County, or the closest distance allowed by state law, which currently is a distance of 20 miles from the nearest boundary of the City.

ARTICLE XXVII - TRAINING

Section A. The City will offer training in compliance with State of Michigan and MIOSHA standards and shall provide timely notice of training sessions sponsored in the area.

Section B. Staffing permitting, time off, with pay, for personnel will be allowed for training purposes approved by the City except at such times as may be declared as an emergency.

Section C. Training will be provided from time to time to regular full-time employees to include but not restricted to the following areas:

First Aid - Advanced First Aid

EMT Basic - Advanced EMT

Firefighter I Course

Firefighter II Course

Physical Fitness Training

The Association recognizes that the City has sole discretion in the level of EMS response and care. The City shall provide all required Continuing Education Credits to the current EMS levels that Association members hold individually, regardless if the City provides this level of EMS care and response. Reasonably priced course offerings and staffing shall be a consideration for an approval of such training.

Section D. Employees who attend study courses will be reimbursed as detailed under Article XIII: Training and Education of the City Personnel Rules and Regulations.

Section E. The Association agrees to assist in the training of paid-on-call firefighters, providing it is understood that paid-on-call personnel shall not be used to supplant regular, full-time firefighters.

ARTICLE XXVIII – PROMOTIONS

Section A. Firefighters in the bargaining unit shall have the right to apply whenever a vacancy in the Captain or Lieutenant position is to be filled by the City as provided herein. A firefighter must have three (3) or more years of service at the Adrian Fire Department, be a licensed EMT Specialist and hold a Fire

Officer II certificate from the Michigan Firefighters Training Council to apply for a Lieutenant's position. To apply for a Captain's position, a person must have been a Lieutenant at the Adrian Fire Department for one (1) year, be a licensed Paramedic, and hold a Fire Officers III certificate from the Michigan Firefighters Training Council. The requirement for one (1) year as a Lieutenant will be waived in the event all three Lieutenants do not apply for Captain. The same guidelines apply in the case of temporary assignments to the position of Lieutenant or Captain when a temporary firefighter is hired.

Section B. In filling the positions of Captain or Lieutenant from among otherwise eligible employees, promotion will be based on written and oral scores and have the relative weights as follows:

- | | | |
|----|--------------|-----|
| 1. | Written Exam | 50% |
| 2. | Oral Exam | 50% |

In addition, employees who are certified as having passed the exam shall be able to earn an additional 6 merit bonus points based on merit according to the following formula:

1. Education - Not to exceed four (4) points
 - a. One (1) point for the following:
 - i. Fire Inspector I (NFPA)
 - ii. Fire Inspector II (NFPA)
 - iii. Plan Examiner I (NFPA)
 - iv. Fire Investigator I (NFPA)
 - v. Fire Service Instructor (Michigan Firefighters Training Council)
 - vi. Instructor Coordinator (Michigan LARA)
 - b. Two (2) points for the following:
 - i. School of Staff and Command (Eastern Michigan University)
 - c. Three (3) points for the following:
 - i. Associate's Degree - Fire Science (accredited College or University)

- d. Four (4) points for the following:
 - i. Bachelor's Degree - Fire Science (accredited College or University)
 - ii. Bachelor's Degree - Fire Administration (accredited College or University)
 - iii. Bachelor's Degree - Public Fire Protection (accredited College or University)

- 2. Prior Work Record - Not to exceed four (4) points decided by three (3) Captains and the Fire Chief for a Lieutenant's position with each having the ability to give up to one (1) point. For a Captain's position: not to exceed four (4) points decided by two (2) Captains and the Fire Chief, with each Captain having the ability to give up to one (1) point and the Fire Chief to give up to two (2) points. Work record shall consist of quality of work, attendance (readiness for duty at shift change), attitude (including the ability to work with others, public image and willingness to accept responsibility), responding to off-duty emergency calls, knowledge and ability to perform work.

Section C. Prior to receiving the results of the written test, the department shall compute the "prior work record" points of each candidate who took the test, place the score in a sealed envelope, have each candidate initial his/her envelope, and then return the envelopes to the City Clerk. The "prior work record" points shall be opened upon receipt of the results of the oral exam.

Section D. The Fire Chief, the City Personnel Director and one (1) examiner, from outside the bargaining unit but associated with the IAFF, shall conduct the oral interview. The same oral interview format will be followed for all applicants for a specific opening.

Section E. In filling such promotional vacancies listed in Section A, the names of applicants eligible for promotion shall be those who meet the minimum requirements of the position. The Fire Chief shall have the right to appoint any employee from that list who finishes in the top three subject to approval of the City Administrator.

Section F. After the testing is complete and the promotional list is presented, each candidate will receive a copy of their prior work record evaluation with an explanation of the points awarded and a copy of their written and oral exams.

Section G. Seniority employees in the bargaining unit, as well as outside applicants who meet the minimum qualifications for the position shall have the right to apply for a vacancy in the Fire Chief's position. In the event the City fills the Fire Chief's position, the City Administrator shall have the right to appoint any person from among the candidates who are interviewed for the job.

Section H. A promotional eligibility list shall remain in affect for twelve (12) months. At the discretion of the City, the list can be extended for up to six (6) additional months.

Section I. Under normal circumstances, the names of those who are to be promoted will be announced within 14 days following computation of all of the test scores.

ARTICLE XXIX - DURATION

This Agreement shall become effective on the 16th day of June, 2014, and shall remain in full force and effect to and including the last day of June, 2017, and shall continue in full force and effect from year to year thereafter unless either party to this Agreement desires to change or modify any of the terms or provisions of the Agreement. The party desiring the change or modification must notify the other party to this Agreement in writing, not less than sixty (60) days prior to the expiration of this Agreement, or not less than sixty (60) days prior to any subsequent anniversary date hereof. Should either party to the Agreement serve such notice upon the other party, a joint conference of the City and the Association shall commence not later than thirty (30) days prior to the expiration date in the year in which the notice is given.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the day and year first written above.

CITY OF ADRIAN

LOCAL 1511, INTERNATIONAL

ASSOCIATION OF FIREFIGHTERS

By: _____
Shane Horn, City Administrator

By: _____
Michael Springer, President

By: _____
Heather Lasky, HR Director

By: _____
James Dailey, Vice President

By: _____
Don Cushing, Secretary-Treasurer

By: _____
Edward Mathis, Shift Steward

SCHEDULE "A" (Wages)

Section 1. In the event non-union employees are given cost-of-living increases between 7/1/14 and 6/30/17, the Fire Department will be given equal increases. This shall include any bonuses given to non-union personnel during the life of the agreement.

Lieutenant and Captains' pay will be increased from starting wage to maximum wage after completion of 6-months in the position and recommendation of the Fire Chief.

For purposes of direct deposit, employees may direct their pay to more than one banking institution.

Section 2. Wage Tabulation.

	March 20, 2010		1% Increase July 7, 2014	
FIREFIGHTER	ANNUAL	HOURLY	ANNUAL	HOURLY
Starting	\$36,036	\$12.833	\$36,396	\$12.962
6 Months	\$38,366	\$13.663	\$38,750	\$13.800
12 Months	\$46,180	\$16.446	\$46,642	\$16.610
LIEUTENANT				
Starting	\$47,640	\$16.966	\$48,116	\$17.135
Maximum	\$48,668	\$17.332	\$49,155	\$17.505
CAPTAIN				
Starting	\$49,763	\$17.722	\$50,261	\$17.899
Maximum	\$50,554	\$18.004	\$51,060	\$18.184

Section 3. In addition to the base pay, an education premium for satisfactorily completing the necessary courses shall be paid annually at the rate indicated below for the highest course completed:

Fire Science Degree	\$600.00
Fire Officer I Course	\$500.00
Fire Officer II Course	\$600.00
Fire Officer III Course	\$700.00

In addition, E.M.T. personnel available for work shall be paid an education premium annually at the rate indicated below for the highest course completed:

Licensed E.M.T.	\$600.00
Licensed E.M.T. Specialist	\$800.00
Paramedic	\$900.00

All firefighters hired after July 1, 1990, must prior to successful completion of their probationary period, become a licensed EMT and maintain said license as a condition of continued employment. Payment of the education premium shall be made the last pay date in September of each year based upon credits on record as of September 1st of that year.

As a condition of continued employment, all firefighters hired after July 1, 1996, must, prior to completion of their probationary period, become and remain a licensed EMT Specialist.

As a condition of continued employment, all firefighters hired after July 1, 2012, must, prior to completion of their probationary period, become and remain a licensed Paramedic.

<u>NAME</u>	<u>DATE OF HIRE</u>
Nicholas Moorehead	06/19/84
Randy Grof	04/22/90
Jeffrey Betz	08/08/90
James Dailey	09/20/91
Colby Averill	04/01/92
Timothy Bartenslager	06/06/94
David Comfort	04/03/00
Aric Massingill	10/02/00
Michael Springer	10/02/00
Joel Dawson	02/08/02
Donald Cushing	10/15/04
Russel Fenner	04/30/05
Edward Mathis	01/21/08
AJ Armstrong	Hire 7/27/10, Recall 5/8/12
Steve Cushing	Hire 7/28/10, Recall 7/2/12
Jordan Nelson	7/31/12
Jason Hallenbeck	8/3/12
Josh Boulay	2/19/14

LETTER OF UNDERSTANDING

(Retyped 3-30-15)

The following shall serve to confirm the parties understanding relative to the phrase “full-time certified Firefighters” in Article XIV, Section A. It is understanding that full-time means 24-hours a day Firefighters not 40-hour per week personnel.

Shane Horn, City Administrator

Mike Springer, Union President

LETTER OF UNDERSTANDING

(Retyped 3-30-15)

1. Effective _____, Dispatch duties shall be transferred to the Police Department and the Housemen position shall be discontinued.

2. The departmental rules will be amended to provide for automatic callback for structure fires.

3. Additional equipment will be installed such as:
 - a) Communication equipment installed at the Police and Fire Department.
 - b) Remote controls installed on overhead doors.
 - c) Cellular phones for rescue and engine #2.
 - d) Security lock at rear entrance.
 - e) Voice mail for telephones.

4. There will be no layoff of existing personnel as a result of the elimination of the Houseman position (i.e., it will be handled by attrition).

5. The City shall employ a consultant to help facilitate obtaining an additional radio frequency for the Fire Department.

Shane Horn, City Administrator

Mike Springer, Union President

LETTER OF UNDERSTANDING

(Retyped 3-30-15)

Training policy shall be as follows: Upon successful completion of approved Fire Officer Classes, reimbursement will be made on the following basis: The City shall reimburse the employee for the greater of 100% of the cost up to \$35.00 or 50% of the cost up to \$50.00. In no case will the total reimbursement exceed \$35.00. Those Firefighters enrolled in an approved Fire Officer class shall be allowed, when staffing permits, time off to attend scheduled classes within the following geographical boundaries: Kalamazoo on the West, Lansing to the North, and Macomb Community, College to the East. Under no circumstances will the City allow time off if it results in the payment of overtime. All requests for time off must be made not less than two weeks prior to the start of the class. Seniority shall govern when more than one employee requests time off.

Shane Horn, City Administrator

Mike Springer, Union President

LETTER OF UNDERSTANDING

January 16, 2007

(Retyped 3-30-15)

The following shall serve to confirm our understanding arrived at during the 2006-07 negotiations regarding insurances and promotions.

Within ninety (90) days following ratification, the City will meet with two (2) representatives of the Union and a representative from Blue Cross to explore cost neutral options for customizing the health care plan in order to provide for an increase in dental benefits. It is understood that no change would be made in the current health care coverage during the life of this new agreement. In addition, the parties will also meet with representatives of AFLAC to explore the possibility of offering AFLAC to employees.

Within thirty (30) days following ratification of this Agreement, two members appointed by the Union will meet with the Fire Chief and City Personnel Director to review cleaning-up the promotional language.

Shane Horn, City Administrator

Mike Springer, Union President

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COLLECTIVE BARGAINING AGREEMENT

between

CITY OF ADRIAN

and

LOCAL 1511 INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS (IAFF)

Effective July 1, 2014

Expires June 30, 2017