

AGREEMENT

between

CITY OF TRAVERSE CITY

and

TRAVERSE CITY FIREFIGHTERS ASSOCIATION, AFL-CIO

Effective: July 1, 2016 through June 30, 2021

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AGREEMENT

This AGREEMENT entered into, covering the period of July 1, 2016 to June 30, 2021, by and between the CITY OF TRAVERSE CITY, Traverse City, Michigan, hereinafter called the "City," and TRAVERSE CITY FIREFIGHTERS ASSOCIATION, AFL-CIO, also known as Local 646 International Association of Firefighters, hereinafter called the "Association."

WITNESSETH;

ARTICLE 1 PURPOSE AND DEFINITIONS

Section 1 - Purpose:

The parties hereto have entered into this Agreement pursuant to the authority of Act 379 of the Public Acts of 1965, as amended, to incorporate understanding previously reached and other matters into a formal Agreement; to promote harmonious relations between the City and Association in the best interests of the community; to improve the public firefighting service and provide an orderly and equitable means for resolving future differences between the parties.

Section 2 - Definitions:

The City shall include the City Commission, City Manager, Fire Chief, and all others duly authorized to act on their behalf. The Association shall include all firefighters below the rank of Chief, excluding clerical personnel.

Whenever the singular number is used it shall include the plural. Employee shall mean any individual member of the bargaining unit whether a supervisor or not.

ARTICLE 2 COVERAGE

This Agreement shall be applicable to all full time Firefighters, Fire Lieutenants and Fire Captains of the Fire Department of the City, whether working in fire suppression or fire inspection/prevention.

**ARTICLE 3
RECOGNITION**

The City recognizes the Association as the sole and exclusive representative for purposes of collective bargaining with respect to rates of pay, hours of employment and other terms and conditions of employment for all Fire Department employees, excluding the Fire Chief and clerical personnel.

**ARTICLE 4
UNION MEMBERSHIP**

All employees shall, as a condition of continued employment, pay to the Association dues uniformly required of all Association members, or pay to the Association a representation fee equal to the cost of negotiating and administering this Agreement, which shall not exceed the amount of the Union dues. For new employees, the payment shall start thirty-one (31) days following the date of employment.

**ARTICLE 5
DEDUCTION OF DUES**

During the period of time covered by this Agreement, the City agrees to deduct from the pay of any employee all dues and/or initiation fees of Local 646, provided, however, that the Association presents to the City authorization, signed by such employees, allowing such deductions and payments to the local Association. This may be done through the Treasurer of the Association.

- A) Amount of initial fees and dues will be certified to the City by the Treasurer of the Association.
- B) Monthly agency fees and initial agency fees will be deducted by the City and transmitted to the Association as prescribed above for the deduction and transmission of Association dues and initiation fees.

The Association agrees that in the event of litigation against the City of Traverse City, its agents of employees arising out of this provision, the Association will co-defend and indemnify and hold harmless the City, its agents or employees for any monetary award arising out of such litigation.

ARTICLE 6

AGREEMENT TO NEGOTIATE

It is agreed that during the term of this Agreement, and while both parties, or either party, is willing to continue negotiations for the renewal of this Agreement, there shall be no lockouts, strikes, stoppages of work, slowdowns or interruptions of service. All matters in dispute shall be handled in the manner provided by the grievance procedure and other contract provisions. The City agrees, as part of the consideration of this Agreement, that neither the Association, its officers or official representatives, shall be liable for damages for unauthorized picketing, strikes, concerted failure to report to work, slowdowns or stoppages of work if:

- A) The Association gives written notice to the City and the employees involved within twenty-four (24) hours of such action, that it has not authorized the stoppage, strike, slowdown or suspension of work and such written notice directs the employees involved to return promptly to their jobs and cease any further violation of this Agreement, and if
- B) The Association at the same time authorizes the City to give further publication of such notice as in the sole judgment of the City appears desirable.

It is recognized that the City has the right to take disciplinary action, including discharge, against any employee who is responsible for or participates in a breach of this provision, whether or not the Association gives the notice provided in this section, and that such action shall not be subject to dispute or grievance by the Association.

ARTICLE 7

MANAGEMENT RIGHTS PROVISIONS

- A) The Association recognizes the right of the City to operate and manage its affairs in all respects in accordance with its responsibilities. The powers or authority which the City has not specifically abridged, delegated or modified by this Agreement are retained by the City.
- B) The Association recognizes the exclusive right of the City to establish reasonable work rules, determine reasonable schedules of work, determine and establish methods, processes and procedures by which such work is to be performed as well as set work standards. The

City also reserves the right to make work assignments in emergency situations within the limitations of this contract.

- C) The City has the right to reclassify existing positions based on assigned duties and responsibilities or make changes in assigned duties and responsibilities, it being understood by the parties that only the significant and principal duties and ranges of skill are enumerated in Class Specifications and Job Descriptions; incidental duties, similar and related, although not enumerated, are intended to be performed by the employee.
- D) The City reserves the right to discipline or discharge for just cause.
- E) The City reserves the right to layoff for lack of work or funds, or the occurrence of conditions beyond the control of the City or where such continuation of work would be wasteful and unproductive.
- F) The Association recognizes that the City has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the City.
- G) The responsibilities of the City Manager and the Fire Chief, governed by charter provisions, ordinances, and personnel rules, subject to the provision of this Agreement, include and they have the right to hire, assign, transfer, and promote employees to positions within the agency; to suspend, demote, discharge, or take other disciplinary action against employees; to relieve employees from duty because of lack of work or lack of funds; to determine methods, means and personnel necessary for departmental or agency operations, to control departmental or agency budgets; to take whatever actions are necessary in situations of emergency to perform the functions of the department; to administer pay and fringe benefit plans; and to provide the necessary surveys, research, rules, regulations and recommend resolutions and ordinances for this purpose.
- H) If the City in its sole discretion, decides to enter into integration of emergency services, it will notify the Union in advance of entering such integration. The Union agrees to participate in discussion and to bargain about the effects of such integration on the bargaining unit personnel. This shall not constitute a contract re-opener or a waiver by the Union of any bargaining rights.

- I) It is understood and agreed that nothing in this Article shall be deemed to waive or in any way impair the Union's bargaining rights under PERA, or the Union's rights under Wavier Clause Article 27 of this Agreement.

ARTICLE 8

ASSOCIATION ACTIVITIES

Section 1 - General:

All full-paid Firefighters, Fire Lieutenants, and Fire Captains, whether working in fire suppression or fire inspection/prevention, shall have the right to join the Association; to engage in lawful concerted activities for the purpose of collective grievances or complaints related to working conditions or compensation of their employment or their interference, discrimination or reprisal.

Section 2 - Released Time:

Officers and other representatives of the Association shall be afforded reasonable time during regular working hours with the permission of the Fire Chief or his designee, without loss of pay, to fulfill their responsibilities of negotiating with the City, processing of grievances and administration and enforcement of this Agreement when it does not interfere with the operations which are the responsibility of the department.

Section 3 - Bulletin Boards:

The Association shall be provided suitable bulletin board space including at least one at each Fire Station, for the purpose of posting Association notices or other materials. The Association may designate persons responsible therefore. Use of such bulletin board space may be shared with the department.

Section 4 - Meeting:

The Association may schedule meetings on the Fire Department property, with the approval of the Fire Chief, provided that such meetings are not disruptive of the duties of the employees or the efficient operation of the department.

ARTICLE 9 REPRESENTATION

Section 1 - Committee:

The members of the Association may be represented by a negotiating committee and their selection will be in any manner determined by the Association. The City will recognize these committee members as representatives of the Association in the administration of the provisions of the Agreement, grievance procedure and special conferences herein provided. The Association will keep the City informed, in writing, of the employees' names and their alternates who are members of this committee. The City agrees to release members of this committee during their regular tour of duty for special conferences, provided that no overtime shall be paid nor shall such conferences interfere with the emergency or regular operation of the department.

Section 2 - Negotiating Committee:

The Association has the right to designate its own negotiating representatives and such representatives need not be employees of the City.

Section 3 - Mail:

All post office mail addressed to the Association and its Negotiating Committee shall be placed unopened into the Union's mail box.

ARTICLE 10 GRIEVANCE PROCEDURE

Section 1 - Statement of Purpose:

The parties intend that the grievance procedure shall serve as a means for the peaceful settlement of disputes as they arise. The parties shall seek to secure, at the earliest level possible, equitable solutions to complaints or grievances of employees or groups of employees. Both parties agree that proceedings under this Article shall be kept as informal and confidential as may be appropriate.

Section 2 - Definitions:

A "Grievance" shall be a complaint by an employee, the Union, or group of employees concerning the application and/or interpretation of this Agreement which is subject to the grievance procedure established herein. Failure of the City or the Association to respond to a grievance or grievance answer at any stage within the time limits specified shall be considered an acknowledgement that the opposite party's position is acceptable.

Section 3 - Grievance Answers:

The Step 1 and Step 2 grievance answers shall be in writing within seven (7) calendar days after the meeting. The written response shall be either hand delivered to a Union officer and signed for and/or sent by registered mail to the Union through the US Post Service. In case, the hand delivery and/or the certified mail date shall be within the time frame provided in this section.

Section 4 - Steps in Grievance Procedure:

- A) **Step One (1):** An employee with a grievance shall first discuss it with the Fire Chief together with a Union representative to try to resolve the matter informally, within seven (7) calendar days of the date of the event which originated the grievance. If the grievance is not satisfactorily resolved by the Fire Chief within seven (7) calendar days of the grievance meeting, the employee may reduce it to writing on a grievance form to proceed to step two.
- B) **Step Two (2):** If the Fire Chief's answer is felt to be unsatisfactory, the employee or union representative may file the grievance in writing within seven (7) calendar days after receipt of the Fire Chief's Step 1 response, with the City Manager. When so filed, a meeting between the employee and/or union representative and the City Manager and/or his representative, will be arranged to discuss the grievance within seven (7) calendar days from the date the grievance is submitted to the City Manager. The City Manager shall submit his/her answer to the grievance in writing, within seven (7) calendar days after the meeting.
- C) **Step Three (3):** In the event the last step fails to settle the grievance, the union, within thirty (30) calendar days from receipt of the City Manager's Step 2 answer may appeal to arbitration by filing with The American Arbitration Association (AAA) panel in Michigan. The arbitration process shall be as provided for in the AAA Rules and a Michigan arbitrator shall be selected.

The Arbitrator shall be limited to the application and/or interpretation of this Agreement and shall have no power to add to, subtract from, or modify the express terms of this Agreement in any respect. The Arbitrator's decision shall be final and binding. The fees and expenses of the Arbitrator shall be shared equally by the Union and the City.

The individual grievant(s) (if any), the Union President, and one other Union officer shall be released from work without loss of pay or benefit in order to attend the entire hearing. In addition, other employees called to testify by either party shall be released from work without loss of pay or benefit for such time as needed for their testimony to be completed. In any event Fire Department operations will be adequately staffed.

Section 5. Pursuit of Remedy

The parties agree that once an employee has elected to pursue a remedy under State or Federal law for alleged conduct which may be a violation of the Collective Bargaining Agreement, such employee shall not have simultaneous resort to the grievance procedure and any grievance then being processed shall be deemed withdrawn by the party filing. Any decision rendered shall be binding on both parties. This shall not preclude employees from exercising their rights guaranteed under State or Federal law.

**ARTICLE 11
DISCIPLINE AND DISCHARGE**

In the case of any type of disciplinary action taken by the City, appeals from such action shall be in accordance with the Grievance and Arbitration Procedure provisions of this Agreement.

- A) The City shall not impose any type of disciplinary action on a non-probationary employee without just cause. It is mutually agreed that progressive discipline for minor offenses shall be employed and, therefore, the non-probationary employee shall first receive an oral and a written warning notice before more severe discipline is issued. It is acknowledged, however, that a warning notice, whether verbal or written, need not be issued first for major infractions. No employee shall be subject to an investigative interview until the employee and a Union official have been advised in writing of the incident and alleged offenses being investigated. (An investigatory interview is where an employee is questioned, and it is probable that his/her answer(s) could potentially result in discipline of that employee.) If in the course of the investigatory interview, if the employee reasonably believes that the interview may lead to discipline, the employee may request the presence of the Union President or designee. All disciplinary charges must be brought against an employee within a reasonable time after the employer becomes aware of the incident or grounds for

- the discipline. All discipline issued must be by proper written notice to the employee and a Union official citing the specific offense(s) of which the employee was determined guilty and the reasons) for the discipline. In addition, all charges shall be void unless filed within ninety (90) calendar days following the date the Chief becomes aware of the violation.
- B) The discharged or suspended non-probationary employee will be permitted to review their discharge or suspension with their Union official and the employer will make available an area where the employee may do so before the employee is required to leave the property of the City. Upon request, the City or designated representative may discuss the discharge or suspension with such employee and the Union official.
 - C) No employee shall be suspended from work without pay due to a pending investigation or due to pending criminal charges. In the event that the City desires to remove an employee from the workplace while the City completes its investigation, or because there are pending criminal charges against the employee, then the City shall place the member on an "administrative leave with pay" during which wages, seniority, and benefits shall continue.
 - D) Should a non-probationary employee who has been discharged or given a disciplinary suspension consider such discipline to be improper, a grievance may be processed initially at the written step of the grievance procedure, provided the grievance is submitted within seven (7) calendar days from the date discipline was imposed on the grieving employee. Discipline and/or discharge of a probationary employee is not subject to the grievance procedure.
 - E) Any disciplinary action issued by the City may include a review and consideration of any previously issued disciplinary action(s) issued within the preceding thirty-six (36) months. Disciplinary action(s) issued prior to the preceding thirty-six (36) months may not be considered in subsequent disciplinary actions unless such prior disciplinary action(s) demonstrate(s) a pattern of behavior.
 - F) Time Computation. Saturday, Sunday and holidays shall not be counted under the time procedures established in the grievance procedure.
 - G) Grievance Form. The grievance forms shall be mutually agreed upon.

ARTICLE 12 PROMOTIONS

I. Promotional vacancies within the Fire Department to the positions of Lieutenant and Captain shall be based on the following factors:

- A) Qualified applicants may apply and promote in accordance with the eligibility requirements in this section of this Article.
- B) Promotions shall be on a competitive basis.
- C) Written and oral examinations are to be based upon the classification of vacancy to be filled.
- D) The City agrees that all full-time promotional vacancies within the Fire Department as stated above shall be filled by competitive examination using the following criteria:

Written examination	40 points
Oral examination	35 points
Seniority	15 points
Service Rating	10 points (Average of last 2 years)
- E) The written examination shall be given first. The applicant must receive a score of 70% or higher on the written examination to receive further consideration. The City shall choose the candidate having the highest total points (written, oral, seniority, and service rating) shall be entitled to the promotion. Promotions will take place from the current promotional list.
- F) Notices for promotional examinations shall be posted for a period of fourteen (14) calendar days and will indicate the requirement and appropriate study material for such examination.
- G) The City will not be obligated to consider a request for examination from an employee unless that employee submits the request in writing during the posted period.
- H) Employees on scheduled duty during any portion of the competitive exam shall not lose pay or benefit by participating in the exam. The City will not pay additional pay or benefit for those employees not on schedule duty to participate in any portion of the competitive exam.

II. **Written Examination:** 40 points

The written test that is given to candidates for promotions shall be uniform and validated. Tests shall be acquired through a validated testing agency mutually agreeable between the City and the Union. Applicants participating in such examinations shall be given the results thereof.

A City representative shall conduct the written examinations. The City shall give a minimum of 45 days advance written notice of the examination to the candidates. The person conducting the examination shall be present and maintain quiet in the examination room at all times so that all candidates may have a fair and equal opportunity to do their best. Talking among candidates shall be prohibited. No candidates shall leave the examination room without permission. The person in charge shall answer no questions pertaining to the examination. Written examination papers shall contain no identification other than the number placed on it by the candidate. The name of the candidate and his/her identification number shall be placed in an envelope, sealed and retained in the files of the City until the examination papers have been graded and the tabulated results returned.

III. **Oral Examination:** 35 points

The internal oral examination shall be conducted by a panel consisting of the Chief and the four most senior officers in that rank who are not involved in the testing process. The panel shall not conduct any oral examination unless all of the specified members are present. Candidates shall be rated on a rating form. Each panel member shall mark a rating form and the average score shall determine the points awarded. Scoring shall be calculated using the three middle scores average. The highest and lowest scores shall be removed from consideration. The format shall be at the discretion of the panel. No scores on other portions of the promotional examination shall be made known to the panel. A minimum of fifteen (15) calendar days advance written notice must be given to the candidates as to the date, time, and location of the interview.

IV. **Seniority:** 15 Points

Seniority shall be calculated as one point per year with the Traverse City Fire Department of job experience, beginning at 5 years through 20 years. The seniority score shall be computed to the nearest thousandth of a point to the date the written test is given.

V. **Service Rating:** 10 points

The service rating score shall be calculated by taking the average of the immediate past two (2) years ratings mathematically correlated. (Service rating process/form will be mutually agreed upon by the Union and City.)

Promotional lists will remain in effect for a period of up to two (2) years from the date the list is established, however, if a new list goes into effect it shall supersede the existing list. Testing will start six (6) months prior to the expiration of the current promotional list. If a list is depleted, a new promotional test shall be given as soon as possible if the next scheduled promotional test for that rank is greater than six months away. If it is less than six (6) months until the next scheduled promotional test for that rank then the test shall be conducted on the scheduled date. In either event, until the promotional test is completed and a promotion made, the promotional vacancy shall be filled by the acting officer on that crew. If the crew does not have an acting officer, then the most senior fire fighter on the affected crew will become the acting officer. If the position tested for is turned down by the candidate, the candidate will be removed from the promotional list.

In all promotional examinations, ties in the total score shall be broken using the following categories in order listed: seniority, written, oral.

Eligibility Requirements:

A) Years and Rank:

1) To be eligible to apply for promotion to Captain Fire Marshal, two (2) years in the next lower rank of Lieutenant shall be required or five (5) years as the Fire Inspector; however, if there are less than two (2) persons eligible to apply, then eligibility shall be opened up to the following successive ranks/years, in the following order, until there are at least two (2) persons eligible to apply:

- Lieutenant under two (2) years rank
- Probationary Lieutenant
- Fire Fighter on the Lieutenant list

2) To be eligible to apply for promotion to Captain, two (2) years in the next lower rank of Lieutenant shall be required; however, if there are less than two (2) persons eligible to apply, then eligibility shall be opened up to the following successive ranks/years, in the following order, until there are at least two (2) persons eligible to apply:

- Lieutenant under two (2) years rank
- Probationary Lieutenant
- Fire Fighter on the Lieutenant list

3) To be eligible to apply for promotion to Lieutenant, five (5) years in the next lower rank of Fire Fighter shall be required;

- 4) To be eligible to apply for promotion to Lieutenant Training Officer, five (5) years in the next lower rank of Fire Fighter shall be required;
- 5) To be eligible to apply for promotion to Fire Inspector, three (3) years in the rank of Fire Fighter shall be required;

There is a 2 year minimum requirement for an employee to remain in a position prior to requesting a lateral transfer. Lateral transfers may be requested only if there is a vacancy. Requests for lateral transfers must be made to the Fire Chief within 14 days of a vacancy occurring. Should a probationary officer fail his or her probation period, he or she shall be excluded from the next promotional cycle for either rank.

VI. Responsibilities of Officers. All Lieutenants and Captains of the Fire Department are considered to be direct representatives of the Fire Department and of the Fire Chief. It shall be their responsibility to support and enforce all policies and rules of the City of Traverse City. They shall be just, dignified and firm in their dealings with subordinates; shall abstain from violent, abusive and immoderate language in giving orders and directions or in conversation with their subordinates. They shall enforce obedience to rules and orders, and shall promptly report any transgression of laws, rules or orders with adequate sustaining evidence immediately to the Fire Chief. They shall be expected to perform their duties to the utmost of their ability and, in all their actions, to set an outstanding example for their subordinates.

ARTICLE 13 SALARIES

Section 1 - General:

The salary schedule attached hereto as "Schedule A" shall be effective for the term of this Agreement.

The City has a 2912-hour payroll basis for fire personnel working 24-hour shifts basis and on a 28-day FLSA 7(k) work period. The work period shall begin at 7:00 a.m. after twenty four 24-hour shifts have been worked.

For Firefighters who work a 24 hour shift, the scheduled hours shall be paid average of 224 hours in a 28 day work period (112 bi-weekly). Under Section 7(k) of the FLSA, employees shall be compensated at the FLSA overtime rate for hours of a 28-day tour which are in excess of 212 hours. The FLSA 7(k) overtime shall be earned based on the work period scheduled. Employees approved paid time off will be used in the calculations for FLSA 7(k) overtime referred to as State Act Pay.

Section 2 - Above Grade Pay (Acting Officer Pay, Assignment):

A twenty-four (24) hour shift employee, whom upon request, temporarily assumes the rank, duties and responsibilities of a position that is greater than his/her regularly responsibility, and classified in a higher salary schedule, shall be paid an additional \$20.00 per shift day, if such temporary assignment is for at least a minimum of six (6) hours of the shift. An eight (8) hour per day employee shall be paid an additional \$1.00 per hour.

In the event of a temporary absence of the Chief, an Acting Chief selected from the existing list of Captains may be designated by the City Manager. Any temporary absence for the rank of Acting Captain shall be Lieutenant. Any temporary absence for the rank of Acting Lieutenant shall be one of the candidates from the current Lieutenant promotional list. The three (3) highest scoring candidates from the current list shall be placed on separate crews. Any subsequent Acting Lieutenant officer vacancies shall be filled using the next highest scoring candidate from the current Lieutenant promotional list.

In cases where the current Lieutenant promotional list is depleted of candidates, the senior firefighter on the affected crew shall be offered the Acting Lieutenant Officer assignment, until a new promotional list is established. Employees not eligible for consideration as Acting Lieutenant would be those who failed the probationary process for said position until the next promotional list is established.

Any temporary absence (sickness, accident, vacation, etc.) requiring an Acting Officer shall be filled from the shift on which the vacancy occurs. Acting Officers shall only be selected from the top three (3) scores.

Section 3 - Longevity Pay:

In addition to the salary set forth in the salary schedule, employees shall receive longevity pay as follows:

8 years continuous service	3%
12 years continuous service	5%
16 years continuous service	6%
20 years continuous service	7%

Employees hired after July 1, 1995, shall have the following longevity schedule:

	24-Hour	8-Hour
8 years continuous service	\$0.11 per hour	\$0.15 per hour
12 years continuous service	\$0.18 per hour	\$0.25 per hour
16 years continuous service	\$0.21 per hour	\$0.29 per hour
20 years continuous service	\$0.25 per hour	\$0.34 per hour

Section 4 - Overtime Pay:

A) Overtime work for twenty-four (24) hour shift employees held over their normal duty day, called back from their day off, or mandatory training shall be paid at the rate of one and one-half (1-1/2) times their hourly rate, provided that a minimum amount of pay for those called back shall be the equivalent of two (2) hours at one and one-half (1-1/2) times the hourly rate. An eight (8) hour per day employee shall receive one and one-half (1-1/2) times their hourly rate for all hours worked over forty (40) hours per workweek, provided, however, that a minimum amount of pay for those called back after their normal work day during their normal work week shall be paid the equivalent of two (2) hours at one and one-half (1-1/2) times the hourly rate.

B) **Mandatory Overtime:** Fire Inspection/Prevention employees hired prior to 1/24/2006 may work overtime shifts in suppression services in accordance with this Section. Fire Inspection/Prevention employees hired after 1/24/2006, are not eligible to work overtime assignments in suppression services unless no suppression services employees are available to work that assignment in accordance with this Section.

Mandatory overtime for suppression will be assigned only in the event that all reasonable efforts to obtain a volunteer to work the overtime have been exhausted. In that event, mandatory overtime will be assigned to employees in the order of the mandatory overtime distribution list. The mandatory overtime shall be assigned to the employee at the top of the list by the officer in charge, unless there are extenuating circumstances as determined by the officer in charge. Once an employee has worked one mandatory overtime assignment, regardless of duration of the assignment, that employee's name shall be crossed off the list. Once all employees have worked one mandatory overtime assignment, regardless of duration of the assignment, then a new list shall be established again listing all employees in inverse seniority as provided above. At the end of each calendar year, the list in effect shall be extinguished effective midnight of December 31, and a new list shall be commenced again listing all employees in inverse seniority as provided above. The following shall also apply:

1) As per PA Act 125, 24 hour shift employees can only be mandated to work the middle two (2) days of their four (4) day off. All employees working 8 hour shift positions can

only be mandated to work 24 hour shift work on the six (6) days not covered by a 24 hour shift employee during the twelve (12) day cycle.

2) No employee who is scheduled to be off on pre-approved leave time when the mandatory overtime assignment is to occur shall be ordered to work the mandatory overtime assignment, provided that the time off was scheduled at least two weeks prior to when the mandatory overtime assignment is to occur.

3) If the mandatory overtime assignment requires that the person working it be an officer (i.e., Captain or Lieutenant), Paramedic, or Airport Rescue Fire Fighter (ARFF), then the least senior person on the list having that qualification shall be ordered to work the mandatory overtime assignment.

4) Mandatory overtime hours worked shall be included in total overtime worked annually for purposes of voluntary overtime distribution.

5) All reasonable efforts shall be promptly made to contact the person due under the list for the mandatory overtime assignment, by telephone and otherwise. In the event that person cannot be contacted in sufficient time before the mandatory overtime assignment must be filled, then the next employee on the list be contacted.

6) If a new hire starts in the middle of a calendar year, they will be placed at the top of the list after successful completion of their probationary period.

7) As much advance notice of the mandatory overtime assignment will be given as possible.

8) If the employee assigned to work the mandatory overtime finds an employee, who possesses the necessary qualifications required for the work, willing to work the mandatory overtime shift, credit shall be given to the person who actually worked the shift, just as if they had been assigned the mandatory overtime, and no credit shall be given to the person who was assigned.

Section 5 - Compensatory Time for Voluntary Training:

Employees will receive compensatory time for voluntary training provided the employees receive prior approval from the Fire Chief. The following procedure for the accrual of compensatory time will be followed:

A) **40 Hour Employees:** All 40 hour employees of the Fire Department will earn compensatory time at a rate of one and one-half (1.5) hours straight time for each hour of travel time, classroom time

and after class study time that is worked in excess of the amount of eight (8) hours per day. Any portion of a duty shift not used in class, traveling to/from class, and/or study time must be worked. An employee shall be paid for a minimum of eight (8) hours for all non-travel day training except for when the posted class scheduled indicates otherwise.

Formula: (Applies to duty day)

(Travel to + class time + study time + travel from) - 8 x 1.5 hours = comp time earned.

Formula: (Applies to non-duty day)

(Travel to + class time + study time + travel from) x 1.5 = comp time earned.

- B) **56 Hour Employees: Local** Training will be defined as conferences, seminars, workshops, etc., that are held within seventy-five (75) miles from Fire Station #1, one way.

Employees will receive compensatory time for voluntary local training provided the employees receive prior approval from the Fire Chief. Compensatory time will be earned at the rate of time-and-one-half (1.5) for every one (1) hour of travel, classroom, and after class study time that is worked on a non-duty day.

Out of Town Training will be defined as conferences, seminars, workshops, etc., that are held beyond seventy-five (75) miles from Fire Station #1, one way.

Employees will earn compensatory time for voluntary out of town training at the rate of one (1) hour straight time for each one (1) hour of travel time, classroom time, and after class study time that is worked on an off-duty day. Comp time cannot be earned on a regular duty day. If, on a duty day, an employee returns from out-of-town training after 10:00 pm, the employee will not be required to report to duty for the remainder of the shift. The employee shall not lose pay or benefit. Prior to leaving for class, the employee is to notify their officer of the anticipated arrival time back to Traverse City. If the employee expects to return later than originally planned, the employee is to contact the officer on duty so the officer can make arrangements for shift coverage.

Formula: (Only applies to non-duty day)

Travel to + class time + study time + travel from = comp time earned. One (1) hour comp time = one (1) hour straight time.

- C) **Compensatory Time Record Keeping:** Upon completion of the class, the employee shall provide their Shift Commander with a written record of comp time earned. This record will then be logged into payroll and forwarded to the Fire Chief, who will keep a record of comp time for all Fire Department employees.

Section 6 - Using Compensatory Time:

- 1) If the employee wishes to use comp time, he/she must:
 - a) fill out a comp time use request form,
 - b) get approval from the Shift Commander and Fire Chief previous to its use,
 - c) satisfy the requirements listed below.
- 2) Employees may use compensation time with approval from the Shift Commander and Fire Chief any time preferred as long as its usage does not cause a shift vacancy that requires overtime personnel to fill, unless approval for overtime is obtained from the Fire Chief or his designee.
- 3) If compensation time has been previously scheduled less than 14 days in advance and a shift vacancy occurs that requires overtime personnel to fill, the compensation time will be canceled unless approval for overtime is obtained from the Fire Chief or his designee.
- 4) An exception to #2 will be if an Acting Officer is required to fill a vacancy caused by a Line Officer absence, whereas the comp time taken by the fire fighter is not the reason/cause of the overtime on that shift, and would occur regardless of the fire fighter's absence. A Line Officer must be replaced by an acting officer using overtime regardless of a scheduled absence of a fire fighter. In this instance, comp time usage does not affect the necessity of overtime.
- 5) If time off has been scheduled using comp time, such comp time will not be subject to an automatic bump by a vacation time, if the comp time has been scheduled more than 14 days in advance. If it was scheduled less than 14 days in advance, it may be subject to bumping by other personnel. If any dispute, seniority shall prevail.
- 6) Compensation banks are capped at 72 hours' time. The employee shall strive to prevent the accumulation of comp time above this figure. If the employee is at or near the 72 hour limit, and earning more comp time is unavoidable due to class scheduling, any time earned past the 72 hour cap will be paid out to the employee during the next payroll cycle.
- 7) For purposes of use, accrued comp time will be used in no less than one-quarter (1/4) hour increments.

Section 7 - Off-duty Call-in or Court Appearance Pay.

Any employee, who in the line of duty, must appear in a court outside their scheduled hours or is called in outside their scheduled hours in a duty case, shall be entitled to three (3) hours call-in pay.

**ARTICLE 14
HOLIDAYS**

The following holidays are recognized by the City:

NEW YEAR'S DAY	LABOR DAY
PRESIDENT'S DAY	THANKSGIVING DAY
GOOD FRIDAY	DAY AFTER THANKSGIVING
MEMORIAL DAY	CHRISTMAS DAY
JULY 4 TH	VETERANS DAY

All 24-hour employees shall receive the equivalent of the employee's hourly rate (calculated as a 40-hour employee) x 8 hours at 1-1/2 as holiday pay. The additional pay shall be paid in the payroll period in which the holiday falls.

When a holiday falls within an employee's vacation period or during an approved leave of absence with pay and the employee is absent from work because of their vacation or because of a paid leave of absence, the employee will be paid that holiday in addition to his vacation pay or leave pay for that day. This is in lieu of double time pay for those affected shifts working the holiday, so that all 24-hour shift employees have an equal share.

An employee who is on leave of absence or layoff at the time a holiday occurs will not be paid for that holiday except if on a sick leave, or a layoff caused by a reduction in the staff which commenced during the work week prior to or during the week in which the holiday occurs.

If any of the designated holidays fall on Saturday or Sunday, it shall be observed the following Monday for forty (40) hour/week employees.

The days on which the above holidays are celebrated shall be the same as those observed by the U.S. Government, where applicable.

ARTICLE 15 INSURANCE

Section 1 - Medical Insurance:

The employer shall provide health benefits equivalent to the current plans High Deductible Health Savings Account HMO 100% Hospital Plan and HMO 100% High Plan. It shall be a requirement of the insurance carrier to provide benefit guides/descriptions fully explaining covered benefits. There may be the other plans or insurance carriers offered as options to the employees.

It shall be the responsibility of the employee to report changes in status to the Human Resources within thirty (30) days of qualifying event. Such changes include: birth or death of a family member, marriage of a dependent, divorce, or election of coverage under a spouse's policy of hospitalization.

The City retains the right to review alternate health care providers and to implement such programs provided that the carrier is licensed to do business in the State of Michigan, provides equivalent or greater benefits and coverage, and accepted by the health care community.

Section 2 – Insurance Premiums

In accordance with the Public Act 152, the Employer shall be responsible for eighty percent (80%) of the cost of the plan deductible and premium. Employees shall be responsible for twenty percent (20%) of the cost of the plan deductible and premium.

Section 3 – Insurance Committee

There shall be a City of Traverse City Group Health Insurance Committee consisting of representatives from each union and administrative group. Two (2) members of the Association will be part of this committee. The committee shall examine the health insurance program including, but not limited to, alternate providers, benefit levels, and premiums and shall make recommendations to the City regarding such.

Section 4 – Health Savings Account

Per the above, the cost of the plan deductible will be paid into individual employee's health savings accounts on an annual basis. New hires and/or employees who increase coverage level from single to double/family after July 1 shall receive a pro-rata payment into their health savings account beginning with the first full month of insurance eligibility or coverage change through the end of the plan year. Employee shall be responsible for the remainder of the deductible.

Section 5 – Medical Insurance Opt-Out Option

The Employer agrees to compensate employees who have other health insurance coverage, three thousand six hundred dollars (\$3,600.00) per year pro-rated at three hundred dollars (\$300.00) per month for opting out of the Employer's health insurance coverage. Opt-out compensation will be payable at the end of the health insurance year for eligible employees. For those employees who terminate during the year, the applicable monthly opt-out compensation will be paid out in the employee's last paycheck. Eligible employees will be required to sign a Payment in Lieu of Insurance Waiver and Release form annually and provide proof of other medical insurance coverage

Section 6 – Health Care Savings Plan

The Employer agrees to provide an I.R.S. qualifying health savings plan to allow employees to save for retiree medical expenses with pre-tax dollars. The Employer agrees to match a maximum of one-half percent (.5%) of an employee's gross salary provided an employee contributes a minimum of one and one-half (1.5%) of an employee's gross salary to the plan. All employees are required to enroll in accordance with I.R.S. regulations covering such plans.

Effective for new employees hired after July 1, 2009, there will be no Retiree Health Insurance coverage. Instead, the City will make a 2.0% contribution into an I.R.S. qualifying health savings plan, matched by an employee share of 1.5%. All employees are required to enroll in accordance with IRS regulations covering such plans.

Section 7- Retiree Hospitalization:

Any retiree of the Fire Department receiving hospitalization benefits prior to July 1, 1994, shall continue to receive the benefits as described in the applicable collective bargaining agreement in effect on the date of their retirement. The City acknowledges that the Association does not represent these retirees for any amendments made to hospitalization benefits under this section.

Section 8- Retiree Hospitalization After July 1, 1994, but before June 30, 2009:

Employees who retire after July 1, 1994, shall be afforded the same health insurance package as active employees.

It shall be a requirement of the insurance carrier to provide benefit guides/descriptions fully explaining covered benefits.

For those persons retiring after July 1, 1994, the City will provide to the retiree the hospitalization coverage as described above, with the following stipulations;

- A) For the purposes of this section, a retiree is defined as an Association member 50 years of age or older who voluntarily terminates his employment with the City after July 1, 1994,

under any of the following circumstances (Reference the Benefit Plan, May, 1984, a supplement to this article):

- 1) The retiree has obtained the age of 50 prior to retirement.
 - 2) The retiree has accrued 25 years of service credit and has retired prior to age 50, and that retiree has subsequently reached age 50.
 - 3) The retiree has accrued 25 years of service credit attainment at any age.
- B) Health care coverage for disability retirees, to begin immediately upon disability retirement.
- C) The City agrees to finance their portion of the Retiree Health Insurance benefit; as shall be determined by an annual actuarial analysis.
- D) All funds contributed by the City shall be placed in a trust fund. Administration of this fund shall be the responsibility of the Traverse City ACT 345 Board. (Reference the Firefighters Health Benefit Trust Agreement and Declaration of Trust, which remains effective through the term of this Agreement.)
- E) The Traverse City ACT 345 Board shall be responsible for obtaining an annual audit of this trust fund by a qualified public accounting firm and for obtaining an annual actuarial analysis by a qualified firm.
- F) If upon or after retiring an Association member becomes eligible for hospitalization insurance coverage through a new employer, a spouse's employer, Medicare, long-term disability, or some other governmental or private hospitalization program, that retiree must report to the Human Resources this potential source of hospitalization coverage. If such coverage is equal to or superior to the previously described plan, the retiree must utilize the coverage offered by that source instead of the retiree's hospitalization program described in this contract. Should the alternate coverage require an employee contribution, or be inferior to the previously described coverage, a determination shall be made by the Traverse City ACT 345 Board regarding the most cost-effective method to the trust fund for the retiree and their dependents to receive the level of coverage previously described. Failure to comply with this reporting requirement is grounds for suspension of coverage for the retiree until the retiree reimburses the trust fund for the excess costs incurred.
- G) Hospitalization coverage under this section shall be terminated to any retiree's spouse who is divorced from the retiree or who remarries after the death of the retiree.

- H) The City retains the right to review alternate health care coverage and to implement such programs provided that the carrier is licensed to do business in the State of Michigan, provides equivalent or greater benefits and coverage, and accepted by the health care community.
- I) Persons retiring after July 1, 1990, shall be responsible for paying premiums for dental insurance coverage, if such coverage is elected by the retiree.
- J) The City will pay retiree's health insurance premiums who retire after July 1, 1995, up to:
 - 1) Single Person Coverage \$210.90/month
 - 2) Double Person Coverage \$442.90/month
 - 3) Family Coverage \$495.61/month
 Once the applicable premium exceeds the above limits, the retiree shall be responsible for the excess amount.

Section 9- Retiree Hospitalization For Existing Employees After July 1, 2009:

Employees hired on or before June 30, 2009 and who retire after July 1, 2009, shall be afforded access to the Priority Health Copay Alignment HMO 100% Plan, the Priority Health HMO 100% Plan (Priority 1), or equivalent as provided to active employees.

It shall be a requirement of the insurance carrier to provide benefit guides/descriptions fully explaining covered benefits.

For those persons retiring after July 1, 2009, the City will provide to the retiree the hospitalization coverage as described in the first paragraph of this Section 4, with the same stipulations set forth in A) through J) of Section 3 - *Retiree Hospitalization After July 1, 1994, but before June 30, 2009.*

Section 10- Retiree Hospitalization for New Hires After July 1, 2009:

Effective for new employees hired after July 1, 2009, there will be no Retiree Health Insurance coverage. Instead, the City will make a 2.0% contribution into an I.R.S. qualifying health savings plan, matched by an employee share of 1.5%. All employees are required to enroll in accordance with IRS regulations covering such plans.

Section 11- Life Insurance:

The City shall provide at its expense term life insurance in the amount of fifty thousand dollars (\$50,000) and term accidental death and dismemberment insurance in the amount of five thousand dollars (\$5,000) for each employee. The employee shall also be given the option to purchase, at the employee's expense, an additional two thousand dollars (\$2,000) of such term insurances. Effective date of such

insurances shall be the first of the month following successful completion of the employees' probationary period.

Section 12- Dental Insurance:

The City shall totally finance the costs of Delta Dental Plan of Michigan providing 50% of the charges for diagnostic services, prevention services, palliative treatment, restorative, endodontic, periodontics services, oral surgery, repairs, adjustment and relining of dentures and bridges, at no deductible.

Effective the first of the month which is at least sixty (60) days after execution of the Agreement, the City agrees to provide Delta Dental Plan 2979-0003 or equivalent with revised coverage. The revised coverage is 100% for Class I benefits, 75% for Class II benefits and 50% for Class III and IV benefits. Class IV benefits are limited to age 19. The maximum payment is \$900 per person total per contract year on all services except orthodontics. The maximum payment is \$650 per person total per lifetime on orthodontic services. The City and employee shall each pay fifty percent (50%) of the monthly single, two person or family rate premium cost, as applicable. The employee share of the cost shall be by payroll deduction.

Section 13- Medical Insurance During Leaves of Absence:

An employee who has extinguished all short-term leave, compensatory leave, vacation leave, sick leave (if applicable), and Short Term Disability (STD) benefits if applicable, but who continues to remain off work, shall be deemed to be on a medical leave of absence.

A medical leave of absence resulting from non-occupational injury or illness, may be granted for no longer than one (1) year. During such leave, the City shall continue to pay their portion of premium for group hospital, medical, and surgical coverage for a period of one (1) month following the month in which the leave of absence begins.

For employees who suffer an occupational injury or illness, group hospital, medical, and surgical coverage will be extended for either one (1) year following the month in which the absence begins, or until the employee terminates their employment with the City, whichever is a lesser duration. The City shall continue to pay their portion of premium during such period and the employee shall pay their portion.

In either of the situations mentioned above, if the employee on a medical leave of absence fails to pay their portion of the group hospital, medical, and surgical coverage premium by the 15th day of the preceding month for insurance coverage, then the City shall terminate the employee's group hospital, medical, and surgical coverage effective the last day of the month. [Example: employee's portion of insurance premium for coverage the month of September must be received by the City Treasurer's Office

no later than the 15th day of August. If employee's premium is not received by the 15th day of the preceding month for which coverage is to be applied, the City shall terminate group hospital, medical, and surgical coverage for that employee, and dependents, effective midnight the last day of the preceding month (August 31st.) Upon the employee's return to work, group hospital, medical, and surgical coverage will be reinstated effective the first of the month following the date of return to work.

ARTICLE 16 ANNUAL VACATION LEAVE

Each permanent, full-time twenty-four (24) hour shift employee of the Fire Department shall be allowed annual leave, with pay, in the following manner:

- A) Three (3) twenty-four (24) hour shift days after one (1) year of service. Employees will earn 2.77 hours per pay period beginning the first year of service.
- B) Six (6) twenty-four (24) hour shift days after two (2) years of service. Employees will earn 5.54 hours per pay period beginning the second year of service.
- C) Nine (9) twenty-four (24) hour shift days after eight (8) years of service. Employees will earn 8.31 hours per pay period beginning the eighth year of service.
- D) Ten and one-half (10.5) twenty-four (24) hour shift days after twelve (12) years of service. Employees will earn 9.69 hours per pay period beginning the twelfth year of service.
- E) Twelve (12) twenty-four (24) hour shift days after seventeen (17) years of service. Employees will earn 11.08 hours per pay period beginning the seventeenth year of service.

Each permanent, full-time eight (8) hour shift employee of the Fire Department shall be allowed annual leave, with pay, in the following manner:

- A) Five (5) eight (8) hour shift days after one (1) year of service. Employees will earn 1.54 hours per pay period beginning the first year of service.
- B) Ten (10) eight (8) hour shift days after two (2) years of service. Employees will earn 3.08 hours per pay period beginning the second year of service.
- C) Fifteen (15) eight (8) hour shift days after eight (8) years of service. Employees will earn 4.62 hours per pay period beginning the eighth year of service.

- D) Seventeen and one-half (17.5) eight (8) hour shift days after twelve (12) years of service. Employees will earn 5.38 hours per pay period beginning the twelfth year of service.
- E) Twenty (20) eight (8) hour shift days after seventeen (17) years of service. Employees will earn 6.15 hours per pay period beginning the seventeenth year of service.

Provided, however, that no employee shall be entitled to paid vacation until they have served the City for one (1) continuous year.

The Fire Chief may schedule vacation leaves for employees with particular regard to seniority to those employees and to enable efficient and effective operations within the Department. Requests for vacation leave shall be approved by the Fire Chief or the designee. The Fire Chief or the designee can deny or cancel vacation time usage if all means of filling a shift have been exhausted and adequate staffing levels cannot be maintained. This includes providing staffing requirements on a daily basis and in cases of public necessity arising from great conflagration, riot, flood, epidemic of pestilence, weapons of mass destruction attack, and military service.

Employees may use vacation time on a quarter (1/4) hour basis, in accordance with department and contract provisions with advance approval of the Fire Chief or the designee. In no case shall a request for vacation time off in increments less than six (6) hours be approved if such leave would cause mandatory overtime.

Two (2) twenty-four (24) hour employees per twenty-four (24) hour shift may be off duty on vacation leave at any given time.

Seniority shall prevail in scheduling vacation, except in the case of emergency scheduling. Emergency scheduling shall be permitted on the approval of the shift commander on a first come basis.

Effective October 1, 2015, annual vacation leave hours may be accumulated by an individual employee, assigned to twenty-four (24) hour shifts, not to exceed two hundred eighty-eight (288) hours carried over on October 1 of each year. Annual vacation leave hours may be accumulated by an individual employee, assigned to an eight (8) hour shift, not to exceed one hundred sixty (160) hours carried over on October 1 of each year. Upon separation from service, employees will be entitled to compensation for any unused portion of accumulated annual leave.

ARTICLE 17 LEAVE OF ABSENCE

Section 1 – Short Term Disability Insurance:

The City shall provide each regular full-time employee with Short Term Disability (STD) Insurance coverage which shall provide, at a minimum:

- A) Up to twenty-six (26) weeks of coverage per occurrence.
- B) Coverage which shall be effective upon the first (1st) day of an accident and the eighth (8th) calendar day of illness.
- C) A weekly benefit guarantee of 66-2/3% of the employee's gross wage. (Note: For a 24 hour shift employee the weekly benefit is calculated on 56 hours.)

Section 2 – Short Term Leave

Effective December 1 of each year each regular full-time twenty-four (24) hours shift employee shall receive ninety-six (96) hours for short term leave; And each regular full-time eight (8) hours shift employee shall receive fifty-six (56) hours for short term leave ("Regular Short Term Leave"). Short term leave may be taken in increments of one quarter (1/4) hour or greater upon advance approval of the Fire Chief or their designee. In no case shall a request for short term leave in increments less than six (6) hours be approved if such leave should cause mandatory overtime. Where an employee requests short term leave for an illness, such prior notice is not required. 24 hour shift employees shall schedule all personal appointments such as doctor, dental, etc., on off-duty hours. If this cannot be arranged, trading of time with another qualified employee is required. 8 hour shift employees shall use available banked leave. The Fire Chief may require such evidence of illness as deemed necessary to justify the request for paid sick leave. Where deemed necessary, the Fire Chief may request a certificate of illness from the attending physician or make whatever investigations are necessary to be assured that leave is granted only for bona fide illness. Short term leave may not be accumulated. New hires shall receive an initial pro-rata amount of short term leave hours based on their date of hire and a benefit period from December 1 to November 30.

On the first full pay period following December 1 of each year, each regular full-time employee shall receive payment for all unused Regular Short Term Leave, at the employee's regular rate of pay. Such payment shall be made separate from the employee's regular payroll check.

Section 3 – Additional Short Term Leave:

Effective December 1 of each year each regular full-time twenty-four (24) hours shift employee shall receive an additional forty-eight (48) hours for additional short term leave; and each regular full-time eight (8) hours shift employee shall receive an additional thirty-two (32) hours for short term leave ("Additional Short Term Leave"). The Additional Short Term Leave shall be used and not accumulated in the same manner as the Regular Short Term Leave, but an employee shall not receive payment for unused Additional Short Term Leave.

Section 4 – Sick Leave Banks:

Employees shall retain all sick leave accumulated through November 30, 1995. Accumulated sick leave may be used by the employee for a bona fide illness or injury under the following occurrences:

- A) In lieu of Short Term Disability (STD) Insurance coverage where the employee would otherwise qualify for benefits under the terms of the Policy.
- B) For all days not covered by the Short Term Disability (STD) Insurance, provided the length of time lost, due to the illness or injury, would qualify the employee for benefits under the terms of the Policy.
- C) Following exhaustion of short term leave days for all bona fide sick leave. Where an employee requests sick leave for an illness following use of all short term leave available to that employee, the Fire Chief may require such evidence of illness as deemed necessary to justify the request for paid sick leave. Where deemed necessary, the Fire Chief may request a certificate of illness from the attending physician or make whatever investigations are necessary to be assured that leave is granted only for bona fide illness.
- D) In the event a member of the employee's immediate family living in the same household is ill, sick leave may be granted; provided a doctor's recommendation that the employee remain at home may be required by the Fire Chief.
- E) Where the illness or injury arose out of or in the course of employment with the City; to provide the difference between the employee's regular pay, based on their normal work week, and the weekly benefit provided through Worker's Compensation Insurance. Provided, however, only the amount of sick leave required to make up this difference shall be deducted from the employee's sick leave bank.
- F) To provide the difference between the employee's regular pay, based on their normal work week, and the weekly benefit provided through Sickness and Accident Insurance.

Provided, however, only the amount of sick leave required to make up this difference shall be deducted from the employee's sick leave bank.

An employee eligible for and on sick leave who has exhausted all leave to their credit and who is not on other authorized leave or providing standby service, shall be deemed to be on a leave of absence without pay.)

An employee who dies while employed as a full-time employee of the Fire Department, or who retires with pension privileges from the Fire Department, shall receive fifty percent (50%) of their accrued and unused sick leave bank. For the calculation of all sick leave cash-outs upon retirement or death, the hourly rate effective at that time for that employee shall be used.

Section 5 - Military Leave of Absence:

The City abides by the provisions of the Federal regulations regarding re-employment rights as stated in the Universal Military Training and Service acts of 1940 and 1948, as amended, and all state laws with respect to re-employment rights of an employee, and to grant leaves of absence in accordance therewith.

Section 6 - Bereavement Leave:

An employee will be permitted, upon proper notice to the Fire Chief, to be absent from work, without loss of pay (designated paid bereavement leave will be used in the calculations for FLSA 7(k) overtime), up to three (3) shift days for twenty-four (24) hour shift employees, between the death and funeral/service, if needed, upon the occurrence of death in the employee's immediate family as defined below.

For eight (8) hour shift employees, up to three (3) shift days, or up to five (5) days, if the funeral/service is more than 300 miles from Fire Station #1, if needed, upon occurrence of death in the employee's immediate family as defined below.

Spouse, child, parent, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandfather, grandmother, grandchild, and step father-mother-child-grandchild of current marriage.

- A) Proof of death and attendance at the funeral/service may be required by the City. Such proof can be in the form of newspaper clippings, death certificate or obituary notices.
- B) Payment will be made at the employee's normal rate of pay.
- C) An employee may be granted additional hours for travel time if needed to attend such funeral/service as defined in this Article. Additional hours will be deducted from an employee's accrued leave bank.

Section 7 - Leave for Association Business:

Union representatives shall be permitted to take time off to attend Association related business accordingly.

The total number of hours allowed per year shall not exceed:

Forty-eight (48) hours in odd years.

One hundred eight (108) hours in even years.

Time off will be without loss of pay or benefits. Dates must be prearranged with the Fire Chief in order for proper scheduling of employees. The Association shall endeavor to insure that staffing requirements are met.

Section 8 - Personal Leave:

Personal leaves of absence without pay, for reasons other than specifically provided elsewhere in this Agreement, but not for the purpose of seeking or securing work elsewhere, may be granted by the City Manager upon written application by an employee.

- A) When a personal leave of absence under this provision is granted for a specified period of not more than sixty (60) calendar days, the individual shall be entitled, at the termination of such leave, to be reinstated at the same level and type of position the individual held at the time the leave was granted.
- B) When personal leave is granted for a period of more than sixty (60) calendar days, the employee's position will not automatically be held open for them. The employee shall be re-employed after return from leave if and when employment is available at the same level and type of position previously held, or at their option, at such other position and level at which there may then be an opening.
- C) The employee agrees when the leave is granted to keep the City informed of any change in their status or conditions that caused the employee to request the leave.
- D) Vacation time, steps in pay ranges, longevity pay, or other employee benefits accruing on the basis of length of service shall not be accumulated during personal leaves of absence. All other fringe benefits shall cease during such leave of absence unless the employee pays the full costs associated with maintaining group coverage under COBRA provisions.

Section 9 - Snow Days:

If an employee after good faith efforts is unable to report to work for their scheduled duty period because of weather conditions, and if a disaster due to weather is declared by the governor or the Grand Traverse County Chairman of the Board of Commissioners, the employee at the employee's option may

take a day's leave without pay or work on a pass day to make up the lost day, or may utilize an accumulated sick leave day or vacation day.

Section 10 - Jury Service

Employees shall be paid at their straight-time hourly rate for any response to a summons from a court of jurisdiction to perform jury service. Such pay is subject to the following provisions:

- A. A written request for jury service leave must be accompanied by a copy of the official "Court Notice" to the affected employee.
- B. This request must be submitted within two (2) working days of receipt by the employee of the "Court Notice".
- C. The employee may opt to keep the Court's compensation for said service or remit same to the Employer, less any mileage or expense allowances, and thereby qualify for the straight-time hourly rate benefit herein.
- D. The Employer's payment is limited to a maximum of eight (8) hours to an employee scheduled to work on the date(s) jury service is required. The employee must report for work immediately following jury service.
- E. The Employer may require "proof of service" rendered from the Court.
- F. The Employer's obligation to pay an employee for performance of jury service under this Article is limited to a maximum of thirty (30) days in any calendar year, or unless otherwise granted by the Employer.

**ARTICLE 18
WORKER'S COMPENSATION**

All employees shall be covered by the applicable Worker's Compensation law. If any employee is disabled in the course of and arising out of their employment and as such is deemed eligible for worker's compensation benefits such employee shall be paid their rate of pay from the date of injury to which time worker's compensation wage benefit begins, but not to exceed seven (7) calendar days. Under the Workers Compensation Act no compensation is paid for an injury that does not last for at least one calendar week. If the disability lasts beyond one calendar week, the worker is entitled to benefits as of the eighth calendar day after the injury. If a disability continues for two calendar weeks or longer, then the worker is entitled to be paid compensation for the first calendar week of disability. If this occurs, the employee shall immediately pay back the appropriate sum received to the City.

Employees shall be allowed salary payments which, with this workers compensation wage benefit, will equal their regular gross salary or wage. In all cases, salary payments that are in addition to worker's compensation wage benefits shall be deducted from the employee's accrued sick leave (if applicable), short term leave bank, compensatory leave bank, or accrued vacation bank.

Light Duty Review:

A committee consisting of the Fire Chief, Human Resource Director, President of the Fire Fighters Union, and one other Union member, as determined by the President of the Fire Fighters Union, shall comprise the Light Duty Review Committee. The purpose of the committee will be to review the employee's physical (and perhaps mental) capability to perform light duty work within the Fire Department. When an employee is released by his/her attending physician stating that he/she is capable of returning to work to perform limited light duty activities, they shall provide a release by their attending physician stating such to the Fire Chief. The Fire Chief will call a meeting of the committee where a review of the employee's job skills will be reviewed. During this meeting, the Chief will determine if there is an appropriate level of, and amount of work to continue the review process. Once it has been established that there is an adequate amount of work to be performed, the committee will review the physical requirements which they feel are appropriate in performing such work. Upon completion of this, the Human Resource Director shall correspond with the employee's attending physician identifying work that is available in the Fire Department. Upon written confirmation from the attending physician that the employee should/could be capable of performing such work, the committee will reconvene and the President of the Fire Fighters Union shall invite the employee if he/she desires.

Job duties, hours of work, physical restrictions, and the employee's concerns shall be discussed. It is understood that the physician may not be the only professional source sought or considered when making these determinations. It is also understood that the employee, upon returning to light duty work, may find the work too difficult to perform dependent upon his/her injury and thus require him/her to return to medical leave or worker's compensation leave.

There is nothing that would prevent the committee from pursuing a light duty restriction release to return to work for an employee off on medical leave and/or worker's compensation.

The committee shall be in consensus before proceeding with any step of this process. The committee would review the process and performance of the employee while on light duty, requesting a reconsideration of any decision if they so desire. Again, consensus of the committee is necessary to

implement any action. If there is no consensus, the committee will select another member of the Fire Fighter Union to review the process and a majority vote will establish consensus.

Twenty-four (24) hour shift employees will be transferred to a forty (40) hour work week for light duty work assignments.

ARTICLE 19 TERMINATION OF EMPLOYMENT

At least two (2) weeks written notice of termination of employment shall be given by employees.

At least two (2) weeks written notice of termination of employment, or pay in lieu thereof, shall be given to an employee by the City who is laid off for lack of work, lack of funds or other reasons beyond his control, except for unusual circumstances where there is just cause for immediate termination.

ARTICLE 20 SENIORITY AND PROBATION

Section 1 - Seniority:

Seniority shall be defined to mean the length of the employee's service with the City in the Fire Department commencing from the last date of hire. The application of seniority shall be limited to the preferences recited in this Agreement.

Section 2 - Probation:

A new employee shall work under the provisions of this Agreement but shall be employed only on a six (6) month probationary period, during which time the employee may be discharged without further recourse. After the probationary period, the employee shall be given regular status in the department. In case of discipline during the probationary period, the City shall notify the Union in writing. Employees first become eligible for medical insurance the first of month following the date of hire. Employees first become eligible for short-term, long-term disability and life insurance on the first day of the month following sixty (60) days of the hire date. All other fringe benefit eligibility shall commence on the first day of the month following six (6) months of employment.

Section 3 - Lieutenant and Captain Probation:

The candidate chosen from the current promotional list for Lieutenant or Captain shall complete a six (6) month probationary period starting on the first duty day of the new position. During the six (6) month probationary period, the person shall receive a written 2, 4, and 6, month evaluation using the current service rating form. During this time, the employee may return to their prior position or the employer may return the employee to their prior position if the employee's performance in the new position is unsatisfactory. If the Chief finds the person unable to satisfactorily perform the requirements of the position, the Chief shall state the reasons in writing to the person and the Union President. If a grievance is filed, no other person shall be given the promotion on a permanent basis pending disposition of such grievance. Once the six (6) month probationary period has ended, it will be assumed that the employee has passed their probation unless a written notification to the contrary has been given to the employee by the Chief.

**ARTICLE 21
LAYOFFS/RECALLS**

In the event there are layoffs, removal by layoff shall be based on inverse seniority with the TC Fire Department, commencing with the member(s) most recently hired by the City of Traverse City. All laid off members shall be entitled to recall to the position last held prior to layoff before any new employees are hired. Any laid off member who is recalled shall be returned immediately to the position last held prior to layoff, without preconditions, and shall be returned with seniority based on the original date of hire with the period of layoff deducted from their seniority date.

**ARTICLE 22
HOURS OF EMPLOYMENT**

For those employees assigned to an eight (8) hour shift, the work schedule shall consist of forty (40) hours of work contained within a seven (7) day period. The work days shall be Monday through Friday unless agreed upon by the Fire Chief and the employee. Alternative work schedules are offered when it is feasible and will in no way interfere with providing efficient and effective services. In evaluating an alternative work schedule, the employee will coordinate their request seven (7) calendar

days in advance with the officer in charge and will be approved by the officer in charge and the Fire Chief. The officer in charge will weigh such factors as the requesting employee's job responsibilities and his or her extent of interaction with members of the public and others, the schedules requested by other employees, and the extent to which the requesting employee has demonstrated responsibility and dependability. Employees will be considered for alternative work scheduling on a case-by-case basis, where the work schedule has been shown to accomplish work goals, and to ensure that schedules provide coverage with, at least, one (1) employee scheduled to work each work day. Employees must schedule an unpaid lunch time for a minimum of 30 minutes during each day worked, except in special circumstances when approved by the officer in charge and the Fire Chief. Taking lunch time at the beginning or end of the work day is not permitted. Employees on alternative work schedules will receive holiday pay and bereavement leave at eight (8) hours, and overtime pay for all hours worked over forty (40) hours per work week.

Holiday(s) and bereavement leave hours will be calculated as hours worked.

For those employees assigned to a twenty-four (24) hours shift, the work schedule shall consist of a twelve (12) calendar day cycle as follows: On, off, on, off, off, on, off, on, off, off, off, off, with "on" denoting twenty-four (24) hour consecutive hours on duty and "off" denoting twenty-four (24) consecutive hours off duty.

Any twenty-four (24) hours shift employee may trade time with another employee provided that they shall be qualified to assume all the duties and responsibilities of the employee who is absent, shall be held responsible for reporting to work as agreed to, and that all proper forms are completed with prior approval.

While the previously described work schedule is acceptable to the City at this time, changes in the demands for the Fire Department's services may require revisions in the scheduling of personnel to meet these needs. In the event that the City believes a change in work schedules is advisable, the City and the Association may bargain in good faith over the proposed change. No change shall be made until the full bargaining process is completed.

**ARTICLE 23
UNIFORMS**

Section 1 - Turnout Gear:

The City shall furnish all turnout gear required.

Section 2 - Dress Uniforms:

New hires, following the successful completion of their probationary period, shall be furnished, by the City:

- | | |
|-----------------------------|-----------------------|
| (1) Dress hat with Badge | (1) Pair White Gloves |
| (1) Class A Coat with Badge | (1) Shirt Badge |
| (1) Class A Pants | |

Section 3 - Work Uniforms:

A) The City shall provide \$550 towards the cost of uniforms and related items from an approved pre-established list, to each employee per year, during the fiscal year. The use of these funds for other than the employee is strictly prohibited. Purchases in excess of the \$550 shall be paid entirely by the employee.

**ARTICLE 24
RESIDENCE**

Employees must live within a radius of twenty (20) miles of the City limits as measured from the nearest City limit. Employees who were living outside such radius prior to March 10, 2000 shall be permitted to remain in such place of residence, but if they move, must move within the above mentioned distance. New Hires have one (1) year from date of hire to attain such residence. Failure to comply with this provision shall be a reason for termination. Extensions due to extenuating circumstance may be granted by the City Manager. Change of address shall be reported with seven (7) calendars days to the Office of Human Resources.

ARTICLE 25 PENSION SYSTEM

Section 1:

The retirement provisions shall be governed by Public Act 345 of the Public Acts of 1937, as amended, unless that Act is specifically amended by the agreement of the parties. The City encourages any member retiring to notify the Act 345 Board Secretary at least sixty (60) calendar days in advance of their retirement date in order for the processing of all necessary related paperwork to be completed prior to the employee's retirement. Notification to the Act 345 Board Secretary of less than sixty (60) calendar days will be processed as expeditiously as possible, however, all related paperwork may not be completed prior to the retirement date.

Section 2:

An employee is eligible for retirement if the employee has twenty-five (25) or more years of service regardless of age, or upon reaching age fifty-five (55) with a minimum of ten (10) years of service, or age sixty (60) regardless of years of service. A member who has ten (10) or more years of service shall have vested retirement benefits and is entitled to a pension on or after the date the member would have been eligible to retire had the member continued employment.

The pension multiplier shall be 2.5% of FAC (final average compensation) times the first twenty-five (25) years of service. Service in excess of twenty-five (25) shall be calculated as set forth in said Act. FAC will be based on the average of the three (3) years of highest annual compensation received during the five (5) years of service immediately preceding retirement or leaving service. Accumulated vacation leave payments made at the time of retirement, according to the provisions contained in this agreement, shall be included as part of the FAC.

Effective July 1, 2010, employees hired prior to July 1, 2009, the pension multiplier shall be 2.8% of the FAC times the first twenty-five (25) years of service. Each employee shall make an employee contribution of 4.53%.

Effective July 1, 2009, the pension multiplier shall be 2.0% of FAC for the first 25 years of service for all employees hired on or after July 1, 2009.

Section 3:

Additional modifications to the pension benefits are identified:

Non Duty Death In Service Survivor's Pension. Payable to a surviving spouse, if any, upon death of a member with ten (10) or more years of service.

Post-retirement adjustment of 2.5%. Non-compounded adjustment would begin one year after retirement and continue for twenty (20) years.

Duty Disability benefit of 70% of FAC to age fifty-five (55). At age fifty-five (55) same as Service Retirement pension with service credit and FAC as if the member had continued to work up to age fifty-five (55) in same rank held at time of disability.

Duty Death In Service Survivor's pension. Provides to surviving spouse of the deceased employee a benefit as if the deceased member had retired with twenty-five (25) years of service at time of death with a 100% Joint and Survivor benefit to be paid until the death of the surviving spouse.

ARTICLE 26 WAIVER CLAUSE

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of Collective Bargaining and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement. Therefore, the City and Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered by this Agreement even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement. It is understood and agreed that this Article does not waive or in any way impair the Union's bargaining rights under PERA.

ARTICLE 27 MAINTENANCE OF CONDITIONS

Wages, hours, conditions of employment in effect at the execution of this Agreement shall, except as set forth herein, be maintained during the term of this Agreement. No employee, while they remain employed, shall suffer a reduction in benefits as a consequence of the execution of this Agreement, unless such reduction or change is provided for in this Agreement.

ARTICLE 28
RELATION TO REGULATIONS, ETC.

This Agreement shall supersede any general or departmental rules and regulations. All 24 hour employees shall be completely informed of their housework duties and are expected to carry out their duties as quickly and as satisfactorily as possible. Duties and station maintenance will include all employees, and all are expected to do an equal share of the assigned work. Routine work day is between 8:00 a.m. to 5:00 p.m.

Employees of the department are not expected to sleep on duty prior to 9:00 p.m. except by permission of the Station Officer.

When employee(s) utilize the Fire Department Stations, either on or off duty, the area must be cleaned up as soon as possible by that employee. Courtesy would demand permission from the Officer in charge of the station.

ARTICLE 29
HEALTH AND FITNESS PROGRAM

Section 1 - General:

Performing emergency activities safely and effectively requires a level of conditioning that cannot be achieved without a structured and rigorous health management and exercise routine. A Health & Fitness Program for the TCFD employees will include medical screening, exercise, assessment, and health promotion.

Section 2.

A tailored well-structured health and fitness program shall be in writing. Implementation of this program shall be in the following manner:

- A) A health and fitness committee shall be established. Members should include:
 - Management person (selected by the City Manager)
 - Chief Officer
 - Representative from Fire Officers (selected by the Fire Chief)
 - Representative from Firefighters Association (selected by the Union President)
 - Medical Doctor (will be the City's recognized physician)

Exercise Physiologist and/or Physical Therapist (chosen by the majority members of the committee)

A Tester (selected by the committee subject to the terms of the City's Purchasing Policy - competitive bid) will be selected to conduct the assessment.

- B) Policy and objectives shall be established by the committee.
- C) Research on local, state and federal regulations shall be conducted to avoid any possible legal obstacles.
- D) Program emphasis shall be placed on individual development and concern for health.
- E) Participation shall be mandatory and involve all personnel.
- F) Time for program participation shall be allocated in the work schedule.
- G) Preliminary screening shall be performed on all personnel.
- H) The program shall build in flexibility.
- I) The program shall develop good lines of communication.
- J) Periodic monitoring of person's progress, in addition to a regularly scheduled exam is a must. This information shall be made available to the participant.

Section 3. Health and Fitness Standards:

- A) The health and fitness test and standards shall be developed and recommended by majority vote of the Health and Fitness Committee to the Fire Chief, and based on a minimum score of 55% for each employee. Health and Fitness Evaluations shall be performed on all members annually.
- B) Physical handicaps and testing procedure incompatibilities shall be considered by the Health and Fitness Committee. Alternate tests may be approved by the committee in determining an employee's health and fitness score.

Section 4 - Personnel Actions:

All Traverse City Fire Department employees must maintain a minimum of 55% score on the health and fitness testing. Failure to meet the minimum will result in the following actions:

- A) First Failure: Written Reprimand, counseling and a personal health and exercise prescription, and retest in six (6) months.
- B) A Second Failure will result in employee's health and fitness to be evaluated by the Medical Doctor to determine whether any physical or mental limitation may exist. If none exists the employee will receive one (1) day off without pay and be retested in six (6) months. A

Third Failure will result in two (2) days off without pay. A Fourth Failure will result in three (3) days off without pay.

An employee who increases their score to above 55% shall be considered as if they had never failed.

Section 5 - Incentives:

Beginning with health and fitness testing 2004/2005, and thereafter, all Traverse City Fire Department employees who attain the scores below will receive a prorated amount which will be added to the employees' hourly wages. Payment will take effect January 1 through December 31 following the completion of the physical.

	24 – Hour	8 - Hour
87.0% or Higher	\$0.35	\$0.48
75.0% or less than 87%	\$0.26	\$0.37
65% or less than 75.0%	\$0.18	\$0.25

Section 6 - Repeal of Punishment:

Section 4 in its entirety shall be eliminated and considered invalid if the Fire Chief fails to meet the 55% minimum standard.

**ARTICLE 30
EMPLOYEE ASSISTANCE PROGRAM**

Section 1 - General:

The objective of the Employee Assistance Program is to reduce problems in the work force, retain valued employees, and provide the safest possible fire department services. We recognize that problems of a personal nature can have an adverse effect on employee job performance. It is also recognized that most personal problems can be dealt with successfully when identified early and referred to the appropriate care. The Employee Assistance Program provides these services through special arrangements with an outside counseling resource. The program deals with a broad range of human problems such as emotional, behavioral, family, marital, alcohol and/or drug, financial, legal and other personal problems.

The program provides problem assessment, short term counseling and referral. These costs are covered by the employer. Costs incurred for other services not covered by insurance or other benefits are the responsibility of the employee.

The policy for use of this program:

1. Management is concerned with an employee's personal problems as they affect the employee as a person as well as how the employee's well-being influences their performance.
2. The policy applies to all TCFD employees no matter what their job title or responsibility.
3. The program is available to employees or their families on a self-referral basis since problems at home can affect the job. If employees or family members have personal problems that may benefit from assistance, they are encouraged to use the program.
4. All records and discussions on personal problems will be handled in a confidential manner. These records will be kept by the designated counseling resource and will not become a part of the employee's personnel file.
5. Participation in the counseling program will not jeopardize an employee's job security, promotional opportunities or reputation.
6. Employees will be encouraged to seek assistance to determine if personal problems are causing unsatisfactory job performance. If the performance problems are corrected, no further action will be taken. If performance problems persist, the employee will be subject to normal corrective procedures.
7. If any employee is given a prescription for medicine to be taken while on duty which is capable of negatively impacting performance, perception or judgement of the individual consuming it, such employee shall obtain a slip from the prescribing doctor or dentist indicating that the medication will not affect the employee's performance of his/her duties and shall be given to the shift Captain and Fire Chief. Employees reporting to work under the influence of alcohol, drugs or medications which may impair alertness or responsiveness are subject to discipline up to and including discharge. Drug and alcohol testing matters are more specifically deal with in the second part of this policy. All HIPAA rules are to be followed.
8. All levels of management are responsible for using this program when appropriate to assist in resolving job performance problems related to personal problems.
9. Sick leave shall be granted for treatment or rehabilitation on the same basis as for other health problems. Employees may request an advance on future vacation time to cover regular time

lost for leaves up to thirty (30) days for treatment or rehabilitation. The Management shall have sole discretion in granting this request. The Management shall review and consider longevity and previous work performance and prospects for resolution of the problem. This advance is to be repaid by forfeiting all but one week of the next twelve (12) months' vacation time, after exhaustion of all current unused sick and vacation time until the debt is repaid.

10. This policy does not alter or replace existing TCFD policies or work rules, but serves to assist in their utilization.

Section 2 - Drug Testing:

Fire operations involve the safety and well-being of thousands of persons and it is essential that employees be alert and in full possession of their faculties when serving citizens. Due to this fact, drug and/or alcohol testing will be conducted in accordance with the procedures and guidelines set forth below. Fire department employees must be free of the effects of drugs and alcohol during scheduled working hours as a condition of employment. Drinking alcoholic beverages or using drugs during working hours, or during breaks, between shifts or at lunch, or working or reporting to work when ability to perform is impaired by such is strictly prohibited and grounds for immediate discharge. In addition, any employee who tests positive for drugs in any authorized drug test will be subject to progressive discipline as outlined below, and will be required to undergo follow-up drug testing to establish that the employee is drug free.

Recognizing the contribution of individual employees to the TCFD and their right to make choices for which they accept responsibility as well as the fact that abuse of alcohol and drugs is an illness, the Employer is committed to providing an opportunity for employees to seek counseling and/or rehabilitation before their performance deteriorates to a point where discipline is required to modify behavior. When the Employer or the Union reasonably suspect a pattern suggesting substance abuse, the employee will be referred to the Employee Assistance Program. The referral to the EAP will not be used as a basis to abrogate or mitigate future discipline should an employee choose to use drugs or alcohol in a manner which threatens the safety or well-being of the public or fellow employees. Participation in the EAP is not a substitute for corrective discipline, nor will it protect an employee from disciplinary action for violation of this rule. Definitions and Testing Procedures can be found within the department's internal policies and procedures.

ARTICLE 31 GENERAL

Section 1 - Separability:

This Agreement is subject to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the City, the Association and the employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided therefor, such provisions shall be void and inoperative; however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

Section 2 - Distribution of Agreement:

Three signed hard copies and a computer version of this agreement shall be distributed by the City to the Association.

Section 3 - Duration:

This Agreement shall be effective the 1st day of July, 2016, and shall remain in force and effect to and including the 30th day of June, 2021.

Section 4 - Future Negotiations:

The parties agree that, commencing not later than April 1, 2021 they will undertake negotiations for a new Agreement for a succeeding period.

Section 5 - Extensions:

In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect and during which time negotiations are in process, until a new contract or Act 312 arbitration award is issued.

Section 6 - Mutual Agreement on Changes:

If, prior to the expiration of this Agreement, any article or section of this Agreement is found to be inconsistent or unworkable, changes can be made if there is mutual agreement between the City and Association.

Section 7 – Non-Discrimination:

The parties agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, compensation, work classifications, promotion or demotion, termination, transfers, or other conditions of employment or a matter directly or indirectly related to employment because of their actual or perceived race, color, national origin, sex, age, height,

weight, marital status, religion, physical or mental disability, family status, sexual orientation, or gender identity. Breach of this covenant may be regarded as a material breach of this Agreement.

Section 8 - Gender:

The masculine pronoun, wherever used in this agreement, shall include the feminine pronoun, unless the context clearly otherwise requires.

Section 9 - Entire Agreement:

This Agreement together with all items incorporated herein by reference, constitutes the entire Agreement of the parties and there are no valid promises, conditions or understandings which are not contained herein.

Section 10 - Interpretation:

This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. This Agreement was drafted by the joint direction of the parties.

Section 11 - Authority to Execute:

The parties agree that the signatories appearing below have the authority and duly authorized to execute this Agreement on behalf of the parties to the Agreement.

**ARTICLE 32
CERTIFICATION ALLOWANCE**

Effective January 1, 2005, and thereafter, as a condition of employment, new employees hired into the Fire Department for Suppression services shall be required to maintain a paramedic license and comply with local medical control authority requirements. When promoted to Captain, employee is exempt from this requirement, but must maintain a basic EMT-B license.

All Fire Department employees in Suppression services, within the first five (5) years of employment, will participate in, complete and secure a Certificate of Fire Fighter Apprenticeship through the United States Department of Labor.

Any fire fighter who has obtained and is maintaining an emergency medical technician license at the level of basic, specialist, or paramedic from the Michigan Department of Public Health and complies with the local medical control authority requirements, shall be entitled to additional pay which shall be rolled in as part of their pay. Effective July 1, 2004, the following:

	<u>24 Hour Shift</u>	<u>8 Hour Shift</u>
EMT-B	\$.14/hour	\$.19/hour
EMT-S	\$.17/hour	\$.24/hour
EMT-P	\$0.60/hour	\$0.84/hour

Inspector Certification: For employees in the Inspection/Prevention service, a payment of \$.16 per hour for maintenance of the state inspector’s license shall be paid in accordance with the preceding paragraph.

ARTICLE 33 CHERRY CAPITAL AIRPORT

In the event there is an agreement with the Cherry Capital Airport to provide firefighting services, the City will provide staffing of Airport Rescue Fire Fighting (ARFF) certified employees. An Airport Rescue Fire Fighting (ARFF) station at the Cherry Capital Airport will be staffed (after July 1, 2010) with a minimum of one (1) TCFD ARFF certified employee for the entire twenty-four (24) hour shift at the ARFF station. The normal duty day for the TCFD ARFF certified employees assigned to the Airport ARFF station will be the same as currently applies to fire suppression employees working at the fire stations 1 & 2.

ARFF certified training and FAA/ARFF certification is voluntary, and no employee is required to undergo said training, nor to acquire or maintain said certification. Fire Inspection/Prevention employees hired after 01/24/2006, are not eligible for FAA/ARFF certification and/or training. All TCFD suppression employees will be given the opportunity to receive all training needed for FAA/ARFF certification. Training and all related costs shall be borne by the City to the extent necessary to receive the training. Employees scheduled to be on-duty will be released from duty without loss of pay or benefits and employees scheduled to be off-duty will receive overtime pay. Specific to the FAA/ARFF required hot drill, if an employee misses the locally scheduled hot drill, all costs to attend the training will be borne by the employee, unless there are extenuating circumstances approved by the Fire Chief or his designee.

FBI background checks will only be done on those TCFD employees who choose to undergo the training needed for FAA/ARFF certification. No TCFD employee shall be subject to discharge, discipline, or any other adverse action as a result of the FBI background investigation.

Drug testing of TCFD employees assigned to work at the ARFF station (3) will be in accordance with the collective bargaining agreement between the City and the Union.

TCFD chain of command will be followed for all ARFF duties and responsibilities.

Maintenance will not be performed by TCFD employees assigned at the ARFF station, except for current apparatus readiness and equipment checks. Basic duties comparable to current practice at fire station 1 and 2 shall be performed in areas under control of the City at the ARFF station.

All equipment to be utilized by TCFD employees assigned at the ARFF station will meet or exceed current NFPA, FAA, MIOSHA, or other applicable state and federal standards, as they may be updated from time-to-time. The City will ensure that all fitness equipment at ARFF station 3 is maintained and replaced so that it is of the same standard as that located at stations 1 and 2.

Family visitors will be allowed at the ARFF station the same as is currently the practice at fire stations 1 and 2.

ARTICLE 34

FAA/ARFF CERTIFICATION ALLOWANCE

Any fire fighter who has successfully obtained and is maintaining FAA/ARFF and Cherry Capital Airport training, competency assessment and security clearances shall be entitled to additional pay which shall be rolled in as part of their pay. Required steps are as follows:

- FAA Initial 40 hour training: Traverse City Fire Department Module Program.
- Cherry Capital Airport Orientation Program provided by Airport Operations.
- Cherry Capital Airport Driver's Training Program provided by Airport Operations.
- Security Identification Display Area (SIDA) Badge training and test provided by Airport Operations.
- Aircraft Rescue Fire Fighting (ARFF) Competency Assessment provided by Traverse City Fire Department and mutually agreed upon with the Association.
- Approval by the Office of the Fire Chief for duty at CCA/ARFF Station 03.

24 Hour Shift

\$.34/hour

8 Hour Shift

\$.48/hour

In the event there is no agreement with Cherry Capital Airport to provide firefighting services, or that agreement is cancelled, the FAA/ARFF certification allowance will cease.

**ARTICLE 35
MEAL ALLOWANCE**

Any firefighter assigned to work a 24 hour shift shall receive a meal an annual meal allowance of \$1200.00. The meal allowance shall be paid on a monthly prorated amount on the 1st payroll of each month.

**ARTICLE 36
EDUCATIONAL REIMBURSEMENT**

Upon approval from the Fire Chief and the Human Resources Director, the City will reimburse up to one hundred percent (100%) the cost of tuition, to not exceed a maximum cost of eight (8) credit hours per semester for the attendance and education which is directly related to the employee's job upon representation of a report card indicating a minimum of a 2.5 grade point average for the course. Approvals must be received prior to the beginning of the educational experience.

**ARTICLE 37
OFF DUTY EMPLOYMENT**

Prior to the beginning of any off-duty employment, including self-employment, the Employee shall review Departmental Rules, and Executive Order No. 340, all which pertain to work outside of the Department. If there may be a possible conflict, the Employee shall discuss the situation with his/her immediate supervisor using the chain of command. That supervisor shall bring the possible conflict to the attention of the Fire Chief.

This Agreement was negotiated by the following listed representatives:

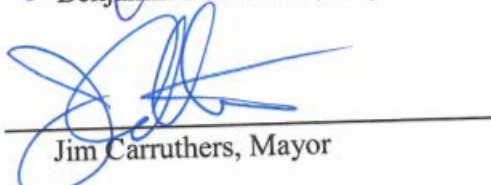
Local 646
Chad Rueckert
Eric Jackson
Eric Moravcik
Chris Peron
Kenny Davis
Jacob Steichen

City of Traverse City
Martin Colburn
Penny Hill
Kristine Bosley

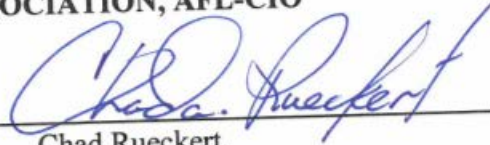
IN WITNESS WHEREOF, the parties hereto have, by their representatives, duly authorized in the premises, executed this Agreement.

CITY OF TRAVERSE CITY

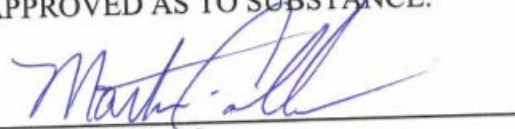
By: 
Benjamin Marentette, City Clerk

By: 
Jim Carruthers, Mayor

**LOCAL NO 646 OF THE
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, also known as
TRAVERSE CITY FIREFIGHTERS
ASSOCIATION, AFL-CIO**

By: 
Chad Rueckert,
President, Local 646

APPROVED AS TO SUBSTANCE:


Martin Colburn, City Manager

Date: 12.21.2016

**SCHEDULE “A”
HOURLY RATE ATTACHMENT**

There is hereby established the following schedule of hourly compensation for the various classifications of positions in the Fire Department.

Effective July 1, 2016 the annual salary increase will be 2% (*all wages will be retro to 07.01.2016*)

Effective July 1, 2017 the annual salary increase will be 2%

Effective July 1, 2018 the annual salary increase will be 2%

Effective July 1, 2019 the annual salary increase will be 2%

Effective July 1, 2020 the annual salary increase will be 2%

Pay increases to commence on the first day of a pay period which falls closest in time to the date scheduled for the increase.

ANNUAL EDUCATION STIPEND

Effective the first full pay period in July of each year an employee, upon completion of his/her probationary period, may be eligible for an annual stipend for the successful completion of a qualifying degree that is directly related to the employee’s job. The stipend schedule is at most \$300 for a Bachelor’s Degree (limit one) or \$600 for a Master’s Degree (limit one).

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SCHEDULE "A" HOURLY RATE ATTACHMENT

effective 07.01.2016

Increase: 2%

F-1 Firefighter	<i>24-HR</i>	<i>8-HR</i>
Start	\$ 14.92	\$ 20.89
6 Months	\$ 15.32	\$ 21.45
12 Months	\$ 15.74	\$ 22.03
24 Months	\$ 16.16	\$ 22.63
36 Months	\$ 16.60	\$ 23.24
48 Months	\$ 17.13	\$ 23.98

Fire Inspector	<i>8-HR</i>
Start	\$ 23.60
6 Months	\$ 24.23
12 Months	\$ 24.89
24 Months	\$ 25.56
36 Months	\$ 26.38

F-2 Lieutenant	<i>24-HR</i>	<i>8-HR</i>
Start	\$ 17.64	\$ 24.70
6 Months	\$ 18.17	\$ 25.44
12 Months	\$ 18.90	\$ 26.46

F-2 Training Officer	<i>8-HR</i>
Start	\$ 27.17
6 Months	\$ 27.99
12 Months	\$ 29.10

F-2 Captain	<i>24-HR</i>	<i>8-HR</i>
Start	\$ 19.47	\$ 27.25
6 Months	\$ 20.05	\$ 28.07
12 Months	\$ 20.85	\$ 29.19

Fire Marshall	<i>8-HR</i>
Start	\$ 29.98
6 Months	\$ 30.88
12 Months	\$ 32.11

Meal Allowance

Monthly \$100.00

Physical Fitness

	<i>24 - Hour</i>	<i>8 - Hour</i>
87% or Higher	\$0.35	\$0.48
75% or less than 87%	\$0.26	\$0.37
65% or less than 75%	\$0.18	\$0.25

Certification Allowance

	<i>24 - Hour</i>	<i>8 - Hour</i>
EMT-B	\$0.14	\$0.19
EMT-S	\$0.17	\$0.24
EMT-P	\$0.60	\$0.84
Inspector Certification		\$0.16

Certification Allowance

	<i>24 - Hour</i>	<i>8 - Hour</i>
8 Yrs Continuous Service	\$0.11	\$0.15
12 Yrs Continuous Service	\$0.18	\$0.25
16 Yrs Continuous Service	\$0.21	\$0.29
20 Yrs Continuous Service	\$0.25	\$0.34

FAA/ARFF Certification Allowance

24 - Hour	\$0.34
8 - Hour	\$0.48

Annual Education Stipend

Bachelor's Degree	\$300.00
Master's Degree	\$600.00

Uniforms

Annually \$550.00

SCHEDULE "A" HOURLY RATE ATTACHMENT

effective 07.01.2017

Increase: 2%

F-1 Firefighter	<i>24-HR</i>	<i>8-HR</i>
Start	\$ 15.22	\$ 21.31
6 Months	\$ 15.63	\$ 21.88
12 Months	\$ 16.05	\$ 22.47
24 Months	\$ 16.48	\$ 23.08
36 Months	\$ 16.93	\$ 23.70
48 Months	\$ 17.47	\$ 24.46

Fire Inspector	<i>8-HR</i>
Start	\$ 24.07
6 Months	\$ 24.72
12 Months	\$ 25.39
24 Months	\$ 26.07
36 Months	\$ 26.91

F-2 Lieutenant	<i>24-HR</i>	<i>8-HR</i>
Start	\$ 18.00	\$ 25.19
6 Months	\$ 18.54	\$ 25.95
12 Months	\$ 19.28	\$ 26.99

F-2 Training Officer	<i>8-HR</i>
Start	\$ 27.71
6 Months	\$ 28.54
12 Months	\$ 29.69

F-2 Captain	<i>24-HR</i>	<i>8-HR</i>
Start	\$ 19.86	\$ 27.80
6 Months	\$ 20.45	\$ 28.63
12 Months	\$ 21.27	\$ 29.78

Fire Marshall	<i>8-HR</i>
Start	\$ 30.58
6 Months	\$ 31.49
12 Months	\$ 32.75

Meal Allowance

Monthly \$100.00

FAA/ARFF Certification Allowance

24 - Hour \$0.34

8 - Hour \$0.48

Physical Fitness

24 - Hour *8 - Hour*

87% or Higher \$0.35 \$0.48

75% or less than 87% \$0.26 \$0.37

65% or less than 75% \$0.18 \$0.25

Annual Education Stipend

Bachelor's Degree \$300.00

Master's Degree \$600.00

Certification Allowance

24 - Hour *8 - Hour*

EMT-B \$0.14 \$0.19

EMT-S \$0.17 \$0.24

EMT-P \$0.60 \$0.84

Inspector Certification \$0.16

Uniforms

Annually \$550.00

Certification Allowance

24 - Hour *8 - Hour*

8 Yrs Continuous Service \$0.11 \$0.15

12 Yrs Continuous Service \$0.18 \$0.25

16 Yrs Continuous Service \$0.21 \$0.29

20 Yrs Continuous Service \$0.25 \$0.34

SCHEDULE "A" HOURLY RATE ATTACHMENT

effective 07.01.2018

Increase: 2%

F-1 Firefighter	<i>24-HR</i>	<i>8-HR</i>
Start	\$ 15.52	\$ 21.73
6 Months	\$ 15.94	\$ 22.32
12 Months	\$ 16.37	\$ 22.92
24 Months	\$ 16.81	\$ 23.54
36 Months	\$ 17.27	\$ 24.18
48 Months	\$ 17.82	\$ 24.95

Fire Inspector	<i>8-HR</i>
Start	\$ 24.55
6 Months	\$ 25.21
12 Months	\$ 25.89
24 Months	\$ 26.59
36 Months	\$ 27.44

F-2 Lieutenant	<i>24-HR</i>	<i>8-HR</i>
Start	\$ 18.36	\$ 25.70
6 Months	\$ 18.91	\$ 26.47
12 Months	\$ 19.66	\$ 27.53

F-2 Training Officer	<i>8-HR</i>
Start	\$ 28.27
6 Months	\$ 29.12
12 Months	\$ 30.28

F-2 Captain	<i>24-HR</i>	<i>8-HR</i>
Start	\$ 20.25	\$ 28.35
6 Months	\$ 20.86	\$ 29.20
12 Months	\$ 21.69	\$ 30.37

Fire Marshall	<i>8-HR</i>
Start	\$ 31.19
6 Months	\$ 32.12
12 Months	\$ 33.41

Meal Allowance

Monthly \$100.00

FAA/ARFF Certification Allowance

24 - Hour \$0.34
8 - Hour \$0.48

Physical Fitness

	<i>24 - Hour</i>	<i>8 - Hour</i>
87% or Higher	\$0.35	\$0.48
75% or less than 87%	\$0.26	\$0.37
65% or less than 75%	\$0.18	\$0.25

Annual Education Stipend

Bachelor's Degree \$300.00
Master's Degree \$600.00

Certification Allowance

	<i>24 - Hour</i>	<i>8 - Hour</i>
EMT-B	\$0.14	\$0.19
EMT-S	\$0.17	\$0.24
EMT-P	\$0.60	\$0.84
Inspector Certification		\$0.16

Uniforms

Annually \$550.00

Certification Allowance

	<i>24 - Hour</i>	<i>8 - Hour</i>
8 Yrs Continuous Service	\$0.11	\$0.15
12 Yrs Continuous Service	\$0.18	\$0.25
16 Yrs Continuous Service	\$0.21	\$0.29
20 Yrs Continuous Service	\$0.25	\$0.34

SCHEDULE "A" HOURLY RATE ATTACHMENT

effective 07.01.2019

Increase: 2%

F-1 Firefighter	<i>24-HR</i>	<i>8-HR</i>
Start	\$ 15.83	\$ 22.17
6 Months	\$ 16.26	\$ 22.77
12 Months	\$ 16.70	\$ 23.38
24 Months	\$ 17.15	\$ 24.01
36 Months	\$ 17.61	\$ 24.66
48 Months	\$ 18.18	\$ 25.45

Fire Inspector	<i>8-HR</i>
Start	\$ 25.04
6 Months	\$ 25.72
12 Months	\$ 26.41
24 Months	\$ 27.13
36 Months	\$ 27.99

F-2 Lieutenant	<i>24-HR</i>	<i>8-HR</i>
Start	\$ 18.72	\$ 26.21
6 Months	\$ 19.28	\$ 27.00
12 Months	\$ 20.06	\$ 28.08

F-2 Training Officer	<i>8-HR</i>
Start	\$ 28.83
6 Months	\$ 29.70
12 Months	\$ 30.89

F-2 Captain	<i>24-HR</i>	<i>8-HR</i>
Start	\$ 20.66	\$ 28.92
6 Months	\$ 21.28	\$ 29.79
12 Months	\$ 22.13	\$ 30.98

Fire Marshall	<i>8-HR</i>
Start	\$ 31.81
6 Months	\$ 32.77
12 Months	\$ 34.08

Meal Allowance

Monthly \$100.00

Physical Fitness

	<i>24 - Hour</i>	<i>8 - Hour</i>
87% or Higher	\$0.35	\$0.48
75% or less than 87%	\$0.26	\$0.37
65% or less than 75%	\$0.18	\$0.25

Certification Allowance

	<i>24 - Hour</i>	<i>8 - Hour</i>
EMT-B	\$0.14	\$0.19
EMT-S	\$0.17	\$0.24
EMT-P	\$0.60	\$0.84
Inspector Certification		\$0.16

Certification Allowance

	<i>24 - Hour</i>	<i>8 - Hour</i>
8 Yrs Continuous Service	\$0.11	\$0.15
12 Yrs Continuous Service	\$0.18	\$0.25
16 Yrs Continuous Service	\$0.21	\$0.29
20 Yrs Continuous Service	\$0.25	\$0.34

FAA/ARFF Certification Allowance

<i>24 - Hour</i>	\$0.34
<i>8 - Hour</i>	\$0.48

Annual Education Stipend

<i>Bachelor's Degree</i>	\$300.00
<i>Master's Degree</i>	\$600.00

Uniforms

Annually \$550.00

SCHEDULE "A" HOURLY RATE ATTACHMENT

effective 07.01.2020

Increase: 2%

F-1 Firefighter	<i>24-HR</i>	<i>8-HR</i>
Start	\$ 16.15	\$ 22.61
6 Months	\$ 16.59	\$ 23.22
12 Months	\$ 17.03	\$ 23.85
24 Months	\$ 17.49	\$ 24.49
36 Months	\$ 17.97	\$ 25.15
48 Months	\$ 18.54	\$ 25.96

Fire Inspector	<i>8-HR</i>
Start	\$ 25.54
6 Months	\$ 26.23
12 Months	\$ 26.94
24 Months	\$ 27.67
36 Months	\$ 28.55

F-2 Lieutenant	<i>24-HR</i>	<i>8-HR</i>
Start	\$ 19.10	\$ 26.74
6 Months	\$ 19.67	\$ 27.54
12 Months	\$ 20.46	\$ 28.64

F-2 Training Officer	<i>8-HR</i>
Start	\$ 29.41
6 Months	\$ 30.29
12 Months	\$ 31.50

F-2 Captain	<i>24-HR</i>	<i>8-HR</i>
Start	\$ 21.07	\$ 29.50
6 Months	\$ 21.70	\$ 30.38
12 Months	\$ 22.57	\$ 31.60

Fire Marshall	<i>8-HR</i>
Start	\$ 32.45
6 Months	\$ 33.42
12 Months	\$ 34.76

Meal Allowance

Monthly \$100.00

Physical Fitness

	<i>24 - Hour</i>	<i>8 - Hour</i>
87% or Higher	\$0.35	\$0.48
75% or less than 87%	\$0.26	\$0.37
65% or less than 75%	\$0.18	\$0.25

Certification Allowance

	<i>24 - Hour</i>	<i>8 - Hour</i>
EMT-B	\$0.14	\$0.19
EMT-S	\$0.17	\$0.24
EMT-P	\$0.60	\$0.84
Inspector Certification		\$0.16

Certification Allowance

	<i>24 - Hour</i>	<i>8 - Hour</i>
8 Yrs Continuous Service	\$0.11	\$0.15
12 Yrs Continuous Service	\$0.18	\$0.25
16 Yrs Continuous Service	\$0.21	\$0.29
20 Yrs Continuous Service	\$0.25	\$0.34

FAA/ARFF Certification Allowance

<i>24 - Hour</i>	\$0.34
<i>8 - Hour</i>	\$0.48

Annual Education Stipend

<i>Bachelor's Degree</i>	\$300.00
<i>Master's Degree</i>	\$600.00

Uniforms

Annually \$550.00