



CITY OF
GRAND
RAPIDS

AND



LOCAL 366

AGREEMENT

JULY 1, 2014 THROUGH JUNE 30, 2016

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AGREEMENT

AGREEMENT is entered into as of July 1, 2014, between the CITY OF GRAND RAPIDS, hereinafter referred to as the "MANAGEMENT", and LOCAL 366 of the International Association of Fire Fighters, also known as the Grand Rapids Fire Fighters Association (AFL-CIO), hereinafter referred to as the "UNION". It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic and full agreement between the parties concerning rates of pay, wages, hours of employment and other conditions of employment.

ARTICLE 1. RECOGNITION

SECTION 1. BARGAINING AGENT

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, Management recognizes the Union as the exclusive bargaining representative for those employees in the defined bargaining unit for the purpose of collective bargaining with respect to rate of pay, wages, hours of employment and other conditions of employment.

SECTION 2. BARGAINING UNIT

The bargaining unit consists of all permanent employees except those designated as excluded, holding positions in the classifications shown in Appendix A or which may hereafter be added thereto or changed as hereinafter provided, and excludes all other employees not specifically included in Appendix A as it now exists or is changed in accordance with this Agreement.

ARTICLE 2. NEW EMPLOYEES

SECTION 1. UNION SHOP

Management will make available to all employees in the bargaining unit a copy of this Agreement calling their attention to the fact that Local 366 of the International Association of Fire Fighters (AFL-CIO) has been recognized as the exclusive bargaining representative for all employees in the bargaining unit.

SECTION 2. MEMBERSHIP

All employees covered by this Agreement who voluntarily are or who voluntarily become members of the Union in good standing following the date of signing of this Agreement or at the beginning of their employment, shall, as a condition of their employment, remain members of the Union in good standing during the term of this Agreement. This provision shall not apply to any employee who, within 30 days preceding the next ending of this Agreement, shall withdraw from the Union by sending a signed withdrawal letter to the office of the local Union with a copy to Management.

SECTION 3. SERVICE CHARGE

An employee who is not or does not become a Union member shall be required as a condition of employment to have a service charge, an amount equal to the Union initiation fee and monthly dues, deducted from wages due in the same manner as checkoff of Union dues. Such deduction shall begin within 30 days after the signing of this Agreement or not less than 90 days or more

than 1 year for probationary employees. This Section 3 shall be subject to amendment during the life of the contract, upon mutual agreement of the parties.

SECTION 4. PAYROLL DEDUCTION

Upon receipt of a written assignment from an employee covered by this Agreement, Management will every pay day, deduct from the employee's pay, the amount owed to the Union by such employee for Union membership dues or service charge. Management will remit all deductions made to the designated Union official within five days of the time the deductions are made.

SECTION 5. DUES NOTIFICATION

Any changes in the present Union membership dues or service charge rate will be certified to the City Manager by an authorized officer of the Union at least two months in advance of the effective date of such change.

SECTION 6. CHECKOFF DISCLAIMER

The Union will indemnify, defend and hold Management harmless against any claims made and against any suit instituted against Management on account of any checkoff of Union dues or service charge.

SECTION 7. REFUND OF ERRORS

The Union agrees to refund to Management any amounts paid to it in error on account of the checkoff provision upon presentation of proper evidence thereof.

SECTION 8. RIGHT TO PAYROLL DEDUCTION

Nothing contained in this paragraph or any other portion of the written Agreement shall be deemed to prevent or prohibit an employee whether or not a member of the Union, from signing and submitting to the City a card individually authorizing dues deductions or service charges from the payroll check of said employee.

SECTION 9. PROBATIONARY PERIOD

All original appointments shall be probationary and subject to a probationary period of one year after appointment. At any time during the probationary period, the City Manager may remove an employee whose performance does not meet the required work standards. Any probationary employee who is so removed shall have no right to appeal such action to the Civil Service Board or the Grievance Procedure of Article 8.

ARTICLE 3. MANAGEMENT SECURITY

SECTION 1. NO STRIKES

The Union and employees agree that during the life of this Agreement they will not cause, encourage, participate in or support any strike against Management or on any slowdown or other interruption of or interference with the normal functions of Management concerning any matter which is subject to the grievance procedure or to the jurisdiction of the board of Arbitration. Violation of this paragraph shall be grounds for disciplinary action up to and including discharge without recourse to the grievance procedure.

SECTION 2. SUPPLEMENTAL EMPLOYMENT

~~Effective January 1, 2014, employees shall not be a member of another fire department or emergency medical service provider. This includes fulltime, part time, paid on call, and volunteer. This provision shall in no way now or in the future limit the ability of an employee to seek supplemental employment in other areas or affect an employee's other off duty pursuits. Further, this provision shall not be in conflict with rules and regulations protecting federally funded fire personnel from engaging in firefighting activities in another jurisdiction during their off duty hours.~~

ARTICLE 4. MANAGEMENT RIGHTS

SECTION 1. DIRECTING WORK FORCE

Except as otherwise specifically provided herein, the Management of the City of Grand Rapids and the direction of the work force, including but not limited to the right to hire, the right to discipline or discharge for proper cause, the right to decide job qualifications for hiring, the right to lay off for lack of work or funds, the right to abolish positions, the right to make rules and regulations governing conduct and safety, the right to determine schedules of work, the right to subcontract work (when it is not feasible or economical for the City employees to perform such work), together with the right to determine the methods, processes and manner of performing work, are vested exclusively in Management. Management, in exercising these functions, will not discriminate against any employee because of membership in the Union.

SECTION 2. RULES OF CONDUCT

Rules of conduct not inconsistent herewith in effect at the date of this Agreement shall be continued. Management shall have the right to amend, supplement, or add to said rules during the term of this Agreement, provided that Management shall first meet and confer with the Union prior to any such amendments. Such rules shall be reasonable and shall relate to the proper performance of the Fire Fighter's duties and shall not be applied in a discriminatory manner. It is recognized that rules covering off-duty conduct are related to the proper performance of a Fire Fighter's duties.

ARTICLE 5. UNION BARGAINING COMMITTEE

SECTION 1. BARGAINING MEMBERS

The bargaining committee of the Union will include not more than five (5) bargaining unit members and two (2) alternate members employed by the City of Grand Rapids. If anyone (1) of the five (5) named bargaining unit members regularly attending collective bargaining on the Union bargaining committee is absent for a scheduled bargaining session, one (1) of the named alternate members may replace him/her for that session. It may also include non-employee representatives of Local 366 of the International Association of Fire Fighters, not more than two in number. The Union will give to Management in writing the name of its employee representatives on the bargaining committee at least sixty (60) days prior to the expiration of this Agreement.

The City's bargaining team shall not exceed the number of members of the Union's bargaining team, as provided above, at a scheduled bargaining session. The parties may mutually agree to make exceptions to the member limitations, as agreed to above, on a case-by-case basis.

SECTION 2. NO DISCRIMINATION

There will be no discrimination against any employee because of duties as a Union official, Steward, or committee member.

SECTION 3. NO LOST TIME

Employee members of the bargaining committee will be paid by Management for time spent in negotiations with Management, but only for the straight time hours they would otherwise have worked on the regular work schedule. For the purpose of computing overtime, time spent in negotiations shall be considered as hours worked to the extent of the regular work schedule hours which otherwise would have been worked by the committee person.

ARTICLE 6. SPECIAL MEETINGS

SECTION 1. METHODS

Management and the Union agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request, but it is understood that these special meetings shall not be used to renegotiate this Agreement. Special meetings shall be held within ten calendar days of the receipt of the written request and shall be held between 8:00 AM and 5:00 PM at a time designated by Management. The Union and Management shall be represented by not more than five persons at special meetings.

SECTION 2. UNION PRE-MEETING

The Union representatives may meet at a place designated by Management, on management's property, for a period not to exceed ½ hour immediately preceding a meeting for which a written request has been made.

SECTION 3. NO LOST TIME

Employee representatives of the Union at special meetings will be paid by Management for time spent in special meetings, but only for the straight time hours they would otherwise have worked on their regular work schedule. For the purpose of computing overtime, time spent in special meetings shall be considered as hours worked to the extent of the regular work schedule hours which they otherwise would have worked.

ARTICLE 7. UNION STEWARDS AND OFFICIALS

SECTION 1. NUMBER OF STEWARDS

Employees within the bargaining unit shall be represented by 2 Stewards for each work shift, 1 City-wide Steward, and 1 Steward for all 40 hour week employees. The Union shall furnish Management with a list of the names of its Stewards, Officers, and Committee Personnel and their assigned areas and shall keep the list current at all times. In the event a vacancy occurs in the Steward's list, the Union shall notify Management within 30 calendar days of the vacancy. Alternate Stewards may be appointed by the Local Union President to serve in the absence of the regular Stewards.

SECTION 2. STEWARD REPRESENTATION

- A. When requested by an aggrieved employee, a Steward may investigate any alleged or actual grievance in his/her area of responsibility, and assist in its presentation.
- B. Upon the request of an employee, a Steward shall be present and participate at any private meeting between a higher ranking officer and/or management representative, and the employee. If the meeting involves investigation into misconduct of the employee which may result in disciplinary action to the employee, the Union President, Vice President (or their designee in writing) or the Steward (limit of two union representatives) shall be afforded the opportunity to be present, unless the employee waives such right to representation in writing prior to the meeting. In such cases where a waiver is signed, a copy shall be provided to the Union. These provisions shall not apply in the following circumstances:
 - 1. When preparing and researching for an arbitration.
 - 2. Meetings being held to discuss imposition of discipline between management personnel of the City.
- C. The Steward or Union President or Vice President (or their designee in writing) shall be allowed reasonable time for the activity described in this Section 2 during working hours without loss of time or pay upon notification and approval of their supervisor. Any disputes regarding this provision shall be referred to the Battalion Chief.

SECTION 3. STEWARDS' RIGHTS

When an employee presents his/her own grievance without intervention of a Union Steward, the Steward shall be given an opportunity to be present and shall be allowed the time therefor, paid at his/her regular rate, upon notification and approval of his/her immediate supervisor. Any disputes regarding this provision shall be referred to the Battalion Chief.

SECTION 4. UNION OFFICER RIGHTS

The President, Vice-President, Secretary, Safety Committee Chairperson, Treasurer, and Pension Board Representative of the Union shall be allowed reasonable time during working hours to fulfill his/her Union responsibilities in the administration and enforcement of this Agreement and to attend safety matters, upon notification and approval of the Fire Chief.

SECTION 5. UNION BUSINESS

Union business, other than that cited above, shall be conducted so as not to interfere with the work assignment of Stewards or any other employees.

SECTION 6. GRIEVANCE COMMITTEE

The Grievance Committee shall have the same privileges as Stewards, in areas to which assigned, when any grievance has been processed to their level (Step 2) in the grievance procedure.

ARTICLE 8. GRIEVANCE PROCEDURE

SECTION 1. GRIEVANCES

- A. A grievance is any dispute, controversy or difference between (a) the parties, (b) Management and an employee or employees, on any issues with respect to, on account of, or concerning the meaning, interpretation or application of this Agreement or any terms or provisions thereof.
- B. A grievance shall refer to the specific provision or provisions of this Agreement alleged to have been violated. Any grievance not conforming to the provision of this paragraph shall be denied. The grievant and/or Union may amend a grievance at any step of the grievance procedure prior to advancement to arbitration by deletion or addition of Articles of the Agreement as supported by evidence presented during the grievance procedure.

SECTION 2. TIME LIMITS AND EXCLUSIVE REMEDIES

- A. Any grievance not initiated, taken to the next step or answered within the time limits specified herein will be considered settled on the basis of last answer by Management, if the Union does not move it to the next step within the time limits, or on the basis of the Union's last demand, if Management fails to give its answer within the time limit. Such time limits may be extended by mutual written agreement between the parties.
- B. If proceedings involving any matter which is or might be alleged as a grievance are instituted in any administrative action before a government board or agency, or in any court, then such administrative judicial procedure shall be the sole remedy, and grounds for a grievance under this Agreement shall no longer exist. No dispute subject to the grievance procedure may be submitted to the Civil Service Board.

SECTION 3. PROCEDURE AND ARBITRATION AND TIME LIMITS

Grievances will be processed in the following manner and within the stated time limits:

- A. Step 1: The grievance shall be reduced to writing and signed by the aggrieved employee or group of employees and by the Union Steward. The grievance shall be prepared in accordance with the provisions of this Article and be dated. The grievance shall be presented or sent to the Labor Relations Office within 15 calendar days of the occurrence or when the employee had knowledge of the occurrence of the alleged violation, not including the day of occurrence. Acceptable means of presentation shall include in person, by fax, or by email. The Fire Chief will reply to the grievance in writing within 15 calendar days of date of the presentation of the written grievance, not including the day of presentation. Such reply will be given to the Union President, Vice President, and the grievant either personally, by email, or by mail postmarked or sent no later than the last day specified herein for such reply. In the event the Fire Chief is absent, the grievance shall be presented to and answered by the Labor Relations Office within the time limits set forth above.

B. Step 2:

1. If the grievance is not settled at Step 1, the written grievance shall be presented to the Labor Relations Office within 15 calendar days after the Fire Chief's response is received, not including the day of response. The grievance shall be presented along with all pertinent correspondence to date.
2. Within 15 calendar days the parties shall meet to discuss the grievance. Each party shall be limited to 3 participants, unless mutually agreed otherwise.
3. The Labor Relations Office will reply to the grievance in writing within 15 calendar days of the date of the meeting. Such reply will be given to the Union President, Vice President, and the grievant either personally, by fax, by email, or by mail postmarked or sent no later than the last day specified herein for such reply.
4. The Union may initiate the grievance at this step of the grievance procedure. A Union grievance is one in which a right given to the Union as such is alleged to have been violated. Such grievances must be initiated within 15 calendar days of their occurrence or when the Union had knowledge of the occurrence. Acceptable means of initiation shall include in person, by fax, or by email.

C. Step 3:

1. The Union may submit a Demand for Arbitration within 15 calendar days after receipt of the Labor Relations Office's response at Step 2, not including the day of receipt of response. Thereafter, the parties may select an arbitrator from the panel of arbitrators listed below by alternately striking names until one remaining name is mutually agreed upon; or either party may strike the remaining name and file a demand for arbitration using the services of AAA.

Mario Chiesa
Deborah M. Brodsky
Robert McCormick
Theodore St. Antoine
Benjamin Wolkinson

2. After a demand for arbitration has been received, the parties shall meet in no less than 45 days prior to the grievance arbitration date and may mutually elect to resolve the grievance.
3. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The power of the arbitrator shall be limited to the interpretation and application of the terms of this Agreement and the arbitrator shall have no power to alter, add to, subtract from or otherwise modify the terms of this Agreement as written. Decisions on grievances within the jurisdiction of the arbitrator shall be final and binding on the employee or employees, the Union, and Management.

4. The fee and expenses of the arbitrator shall be paid by the Union if the grievance is denied and by the employer if the grievance is granted or as the arbitrator directs otherwise. Each party shall fully bear its costs regarding witnesses and any other persons it requires or requests to attend the arbitration. If utilized, the fees for the AAA services shall be paid by the party electing to strike the remaining name of a panel arbitrator, unless mutually agreed otherwise.
5. It is specifically and expressly understood and agreed that submission of a grievance to arbitration constitutes a waiver of any and all rights by the appealing party and all persons it represents to litigate or otherwise contest the appealed subject matter in any court or other forum.

ARTICLE 9. PAYMENT OF BACK PAY CLAIMS

SECTION 1.

Back wages will be paid to any employee upon a finding that said employee is entitled thereto, in such amounts as may be determined through the grievance procedure.

SECTION 2.

No claim for back pay or wages shall exceed the amount of pay or wages the employee would otherwise have earned at his/her regular wage or pay rate, less compensation, if any, earned elsewhere during the period in question, where such compensation is attributable to the discharge, suspension or layoff period in issue, and which would not have been earned otherwise.

ARTICLE 10. DISCHARGE AND DISCIPLINE

SECTION 1. NOTICE

In cases of discharge or discipline, Management shall give prompt notice thereof in writing to the employee and the employee's Steward and the Union President and Vice President.

SECTION 2. UNION REPRESENTATION

The discharged or disciplined employee will be allowed to discuss such discharge or discipline with the Steward, Union President, and Vice President. Management will make available an area where the employee and the Union representatives may confer, if the employee is required to leave the premises. Such discharge or discipline may be contested in accordance with terms of Article 8.

SECTION 3. TIME LIMIT

In imposing any discipline on a current charge, Management will not take into account any prior infractions which occurred more than two years previously, provided the employee was not subjected to disciplinary action (excluding letters of warning) during the two year period. Management will not impose discipline on an employee for falsification of his/her employment application after a period of two years from his/her date of hire. In the event an employee completes two years of service without a disciplinary action, letters of warning, and/or suspension over two years old shall be permanently removed from his/her personnel file upon request to the Human Resources Director.

SECTION 4. ARBITRATION PROCEDURE & TIME LIMIT

- A. The following procedure shall be followed when an employee is given a notice from the City Manager that a hearing will be held in accordance with the City Charter as to whether the employee is to be discharged, demoted or reduced in rank or compensation. Upon conclusion of the hearing and within 15 calendar days after the receipt of written notice confirming such disciplinary action from the City Manager, not including the day of receipt of such notice, the Union may at its discretion submit a Demand for Arbitration at Step 3 - Arbitration.
- B. The following procedure shall be followed when an employee is suspended without pay.
 - 1. If the employee is aggrieved by such suspension, the Union may initiate a Demand for Arbitration within 15 calendar days after the receipt of written notice from the City Manager of such suspension, not including the day of receipt of such notice.

SECTION 5. ELECTION OF REMEDIES

It is specifically and expressly understood and agreed that submission to a grievance arbitration constitutes a waiver of any and all rights by the appealing party and all persons it represents to litigate or otherwise contest the appealed subject matter in any court or other forum. Arbitration decisions shall be final and binding upon both parties.

ARTICLE 11. SENIORITY AND PROBATION PERIODS

SECTION 1. DEFINITION

Effective July 1, 1989, seniority shall mean the status attained by length of continuous service with the Fire Department, excluding any leaves of absence without pay in excess of sixty (60) days (see however Article 13 and Article 14). Employees who entered the Fire service prior to July 1, 1982, shall have their seniority determined by length of continuous service with the City, excluding any leaves of absence without pay in excess of 60 days.

SECTION 2. ACCRUAL OF SENIORITY

- A. Seniority shall begin with the last date of entering the service of the Fire Department. Two or more persons who entered the service on the same day shall, when necessary, have their relative seniority determined by the raw score on the written Civil Service exam for firefighters. If a situation arises where the raw score on the written exam is the same, the relative seniority of those individuals will then be determined by a Human Resources or Labor Relations staff member drawing the involved employees' names from a container. The first individual selected will be deemed to have the greater seniority. If there are more than two (2) individuals involved, the names will continue to be drawn with the seniority being determined in that successive order. It is expressly agreed that utilization of these methods shall not be a grievable matter.
- B. The President, Vice-President, Secretary, and Treasurer of the Union shall be retained in the City service in the event of layoff, regardless of their position on the seniority list, so long as there is work that they have the ability to do.

- C. All original appointments shall be probationary and subject to a probationary period of one year after appointment. All promotional appointments shall be subject to a probationary period of one year. At any time during the probationary period, the City Manager may remove or demote an employee whose performance does not meet the required work standards. Any employee on probation in a promotional appointment shall have the right to return to his/her previous appointment if the Manager decides to remove the employee from the promotional appointment during the period because the employee does not meet the required work standards. At any time during the first three months of the probationary period, the employee may elect to terminate probation and relinquish the appointment. Any employee on probation in a promotional appointment who is voluntarily or involuntarily demoted shall have the right to return to his/her last previous position in which he/she held permanent status.

- D. After July 1, 1982, the employees from other City departments who enter the Fire Department service shall retain their earned seniority only for the purpose of determining the amount of vacation leave and longevity pay. Service time in other City Departments shall not be applicable to any other provisions of this Agreement.

SECTION 3. LOSS OF SENIORITY

Employees shall lose their seniority and their employment shall be terminated for the following reasons:

- A. Discharge if not reversed.

- B. Resignation: An employee absent for three consecutive normally scheduled work days without notification of valid reason to the City, and who has no legitimate reason for not notifying the City of his/her absence may be considered as having resigned.

- C. Unexcused failure to return to work when recalled from layoff, as set forth in the recall procedure.

- D. Unexcused failure to return to work after expiration of a formal leave of absence.

- E. Retirement.

- F. Layoff for a continuous period of five (5) years or the length of the employee's seniority, whichever is greater.

SECTION 4. SENIORITY LISTS

Management shall maintain a roster of employees within the Fire Department, arranged according to seniority, showing name, position class, and seniority date and shall furnish a copy to the Union in March of each year.

SECTION 5. APPLICATION OF SENIORITY

Seniority shall apply to work assignments, transfers, vacations, and layoff and recall as otherwise provided in this Agreement.

ARTICLE 12. PROMOTION AND VOLUNTARY DEMOTIONS

SECTION 1. DATE OF PROMOTION

The undersigned parties agree that in instances of filling vacancies within the Fire Department, no certification from an eligible list will be made until the day following the actual date of termination of the individual whose termination creates the vacancy.

SECTION 2. PROMOTIONAL PROCEDURE

- A. Only those employees who have attained the Civil Service Board's service requirements may express their interest in being qualified for promotions by filing application with the Human Resources Department.
- B. A validated examination shall be administered under the supervision of the Civil Service Board. When an examination is not purchased from an outside company and the City has to create one, the joint partnership team shall meet with a representative of the Human Resources Department to discuss critical competencies that should be evaluated and to be sure that the test is relevant to the job and unbiased to any individual or group of individuals. Participants who successfully complete the procedure with a minimum of 70% shall be eligible to move on to the next step in the promotional process.
- C. Regardless of any rule regulation, or requirement to the contrary, the City Manager shall have the authority to promote any employee who is determined to be qualified.
- D. Except as otherwise specified above, the provision of the Civil Service Board rules and regulations shall apply to the promotional procedure; however it is expressly understood and agreed that the prior "rule of three" certification restriction required by the City Charter shall be considered void and have no application to promotions occurring after July 1, 1991.

SECTION 3. ANNUAL EXAMINATIONS

- A. There will be annual promotional examinations for the ranks of Fire Lieutenant, Fire Captain, Battalion Fire Chief, and Fire Equipment Operator. Those employees passing these examinations will be added to the eligible lists. The remaining ranks will be tested on an as-needed basis.

On or about October 31st of each year, the Human Resources Department shall provide an announcement indicating the month of the upcoming scheduled examinations as well as the expected schedule for the Civil Service examination process for the classifications of Fire Captain, Fire Lieutenant, Battalion Fire Chief, and Fire Equipment Operator.

All test dates set by the Human Resources Department shall be final. Exceptions may be granted on a case-by-case basis after the Human Resources Department, the Fire Chief, and the Union meet and confer. Vacation scheduling shall not be considered to be a basis to grant an exception.

SECTION 4. ELIGIBLE LISTS

The eligibility list for the classifications of Battalion Chief, Fire Captain, Fire Lieutenant, and Fire

Equipment Operator shall be effective for a two year period. The lists for Fire Lieutenant and Fire Captain and Battalion Chief will be in effect from April 1 through March 31. The Fire Equipment Operator eligible list will be in effect from June 1 through May 31. All remaining eligible lists would remain in effect for one year from the date of the final publishing and posting in accordance with Section 5H.

SECTION 5. FIRE PROMOTIONAL EXAMINATION PROTEST PROCEDURES

- A. During the exam and within 14 calendar days of the scoring of examination papers for a promotional examination, candidates will be allowed to review their own answer sheets as well as questions they got incorrect (provided on a separate paper from the exam booklet) for clerical errors, relevance, and accuracy. Except while taking the exam, the candidate may never review the question booklet.
- B. Candidates will be allowed to submit appeals to incorrect questions/answers and/or non-relevant questions on forms provided by the Human Resources Department.
- C. If the examination is based on specific reading/reference material, then the appeal must reference the source document where the material under question can be located.
- D. Where there is a conflict between current written departmental policy and designated reference material, current written departmental policy will prevail. Where there is a conflict between unwritten operational procedure and designated reference material, reference material will prevail.
- E. Protested questions will be reviewed in accordance with (D) above by a Subject Matter Expert (SME) Committee consisting of one person selected by the City, one by the Union, and a third by the other two members. The SME Committee shall not include any member who participated in the examination being reviewed.
- F. The SME Committee shall be the final determinate of the validity of all protests and both the City and the Union agree to accept the Committee's recommendations regarding how a protested item will be scored subject to Civil Service Board acceptance.
- G. Results of any written test will be withheld from publication, Civil Service Board approval, and utilization until such time as the SME Committee rules on protested items.
- H. After the SME Committee has ruled, the promotional list will be published and posted for fourteen (14) calendar days. Promotions from such lists can be made.

SECTION 6. FILLING VACANCIES

When Management exercises its discretion and determines to fill a vacancy, the Fire Chief shall make a good faith effort to fill such vacancy within 30 days after the entire promotional examination process is completed.

SECTION 7. DEMOTIONS

- A. An employee who has successfully completed a probationary period in his or her present position classification may initiate a written request for voluntary demotion only to that

bargaining unit position in which the employee has held prior permanent status (also see Article 11, Section 2 C).

- B. The Fire Chief may grant or deny any request for voluntary demotion solely at his or her discretion, provided that such discretion is not exercised in an arbitrary, capricious or discriminatory manner, and subject to the following conditions:
 - 1. There is a vacancy available in the subject classification, and;
 - 2. Such demotion will not disrupt the order and efficient operations of the department in any manner or degree as determined by the Fire Chief.
- C. Any demotion made in accordance with this Section of the contract shall be permanent and the employee shall have no further right to be reinstated to his or her former position classification.
- D. The Union may request in writing a meeting to discuss a voluntary demotion. The request will be addressed to Labor Relations within seven calendar days of the notice of the employee's demotion. It is understood that the meeting shall not be used to determine the validity of the employee's voluntary demotion. If the Union requests a meeting, placement will not occur until after the scheduled date of the meeting, absent exigent circumstances.

SECTION 8. SERVICE REQUIREMENTS FOR WRITING PROMOTION EXAMINATIONS

When an employee moves from a fire suppression position to a non-fire suppression position, time served in the non-fire suppression position shall be counted in meeting the service eligibility requirements set to write promotion examinations. Time will only be credited to the employee's former fire suppression classification with the City of Grand Rapids.

ARTICLE 13. LAYOFF AND RECALL

SECTION 1. DEFINITION

Layoff shall mean the separation of employees from the active work force due to lack of work or funds or causes beyond the control of Management or to abolition of positions because of changes in organization.

SECTION 2. ORDER OF LAYOFF-SENIORITY

- A. Except as provided in paragraph A.1. below, no permanent or probationary employee shall be laid off from his/her position in the department while any seasonal, temporary or provisional employees are serving in the same position class in the department. Position class shall be defined as any classification title listed in Appendix A.
 - 1. Permanent and probationary employees may volunteer to be laid off. Such volunteers shall be laid off in accordance with the needs of the service and in order of seniority.

2. Employees who volunteer for layoff may, subject to the needs of the service, decline recall if there are less senior employees available to maintain a satisfactory level of performance in the department.
 3. Employees who volunteer for layoff shall have RANK seniority in their position classes in accordance with Section 7.C. of this Article. Such employees may, upon giving Management ten calendar days written notice, elect to return to work at any time and bump a less senior employee in their position classes.
- B. Permanent and probationary employees shall have RANK seniority in their position classes and, if exercised in the event a layoff becomes necessary, shall replace the employee with the least RANK seniority in the position classes.
- C. Layoffs shall be in order of least department seniority to most department seniority order.
- D. RANK SENIORITY SHALL DATE FROM THE DATE OF ORIGINAL APPOINTMENT IN POSITION CLASSES.

SECTION 3. DEMOTION AS A RESULT OF RESTRUCTURE DUE TO LAYOFF

Except as provided elsewhere, an employee subject to demotion shall be demoted by RANK seniority to a lower position in the department. Demotion shall be through those classes in which the employee previously held permanent status, provided that an employee serving a probationary period shall not displace a permanent employee in a class in which the employee has not previously held permanent status.

SECTION 4. EXCEPTIONS TO SENIORITY

The City Manager may approve deviations from seniority in layoffs or demotions as a result of restructure due to layoff when seniority alone would result in retaining employees unable to maintain a satisfactory level of performance in the department. In such cases, the affected employee shall be given written notice of the determination and the reason therefor.

SECTION 5. NOTICE OF LAYOFF

Employees to be laid off indefinitely shall be given at least seven calendar day prior notice. Notice shall consist of personal delivery or certified mail to the last address of record.

SECTION 6. PREFERRED ELIGIBLE LISTS

- A. Employees demoted shall have their names placed on preferred eligible lists in order of RANK seniority for each class from which displaced within the department. Employees laid off shall have their names placed on preferred eligible lists in order of seniority for each class from which displaced.
- B. Names shall remain on the lists for five (5) years or the length of their seniority, whichever is greater, unless removed as provided below. Employees shall be recalled from layoff or shall be restored to positions from which demoted in the department, before any other persons are selected for employment or promotion in those classes.

- C. When in accordance with Section 1 of Article 44 it becomes necessary to fill positions of long term acting assignment (LTAA), persons on a preferred eligible list shall be offered the position of LTAA prior to persons on any current or previous promotional list(s).

SECTION 7. RECALL FROM LAYOFF

- A. Employees to be recalled from layoff shall be given a minimum of seven calendar days to respond after notice has been sent by certified mail to their last known address.
- B. Employees who decline recall or who, in absence of extenuating circumstances, fail to respond as directed within the time allowed, shall be presumed to have resigned and their names shall be removed from seniority and preferred eligible lists.
- C. Permanent and probationary employees shall have RANK seniority in their position classes.

SECTION 8. POSITION RESTORATION

Employees to be restored to position from which they have been demoted shall be given seven calendar days in which to accept upon receipt of notice. Names of those who decline shall be removed from the pertinent preferred eligible lists.

SECTION 9. BENEFIT PAYMENT LEVEL

The benefit payment level of the city layoff benefit plan will be as provided in state statute.

SECTION 10. ONE-FOR-ONE RECALL (LAYOFFS OF DECEMBER 2009)

During discussions concerning scheduled layoffs in 2009, the parties came to an understanding which resulted in a retirement incentive being offered (see Article 52, Section 11). In conjunction with the agreement to provide such an incentive, the City agreed to utilize the recall provisions of this Article to fill vacancies created by employees who utilized the retirement incentive and who retired on or before December 31, 2009.

It is expressly agreed that if a position vacancy occurs due to such retirement(s), the City shall recall laid off employees on a one-for-one basis. If the retirement is within the classification of fire fighter, the most senior fire fighter on the preferred eligible list for that classification shall be offered recall. If the retirement occurs within a classification/rank above fire fighter, it is expressly agreed that a promotion to that classification/rank vacancy shall be carried out to fill the vacancy and any subsequent vacancies via promotions, or use of preferred eligible lists (if any) up to and including the classification of fire fighter.

As an example – if a Fire Captain in suppression retires under the terms of the retirement incentive provided in Article 52, Section 11, his/her vacancy is to be filled by promotion first from the preferred eligible list for that classification or if none exists from an eligible list for Fire Captain. IF that promotion results in a vacant Fire Lieutenant position, that vacant position is to be filled in the same manner, first by preferred eligible list and if none by the eligible list for Fire Lieutenant. This process is to be repeated down through the various classifications/ranks involved including the classification of fire fighter, unless the preferred eligible list(s) for all classifications have been exhausted. In such case the City's obligation to carry out a recall shall cease.

SECTION 11. BREAKING TIES IN RANK SENIORITY FOR PURPOSES OF LAYOFF

The parties agree to the following terms and conditions in order to provide for a means of breaking ties in relative rank seniority under the provisions of, Section 2 and/or Section 6:

- A. In the event permanent or probationary employees are tied in RANK seniority for purposes of layoff and/or recall due to the fact of being promoted or laterally transferred to a classification other than Fire Fighter on the same date, the first tie breaker in relative RANK seniority shall be the entering service date (date of original hire without a break in continuous service). If seniority still remains tied, then relative seniority shall be determined by the relative score on the Civil Service examination for Fire Fighter).

ARTICLE 14. WORK ASSIGNMENT

SECTION 1. DEPARTMENT SENIORITY & TRANSFER

Where the needs of the service permit, Department Seniority shall be recognized as the basis of work assignment and transfers to fill vacancies.

SECTION 2. ANNUAL DUTY DRAW

- A. Duty assignments shall be made on a yearly basis following completion of the annual duty draw. The draw shall be conducted on the first Monday each November unless agreed otherwise by the parties. All personnel should be at their station to make their selection, or leave a list. This provision shall remain in force and effect for the life of this Agreement unless modified by agreement of the parties.

The draw will be based on department seniority. No overtime will be allowed for the selection process. Transfers will be made shortly after January 1. A complete transfer list will be available as soon as details can be worked out.

- B. Probationary employees will select their duty assignment for the following year. During their probationary period, they may be reassigned among other probationary employees at the discretion of the Fire Chief. At the end of the probationary period, those persons reassigned will return to the position originally drawn.
- C. The following procedures will be followed in the draw process:
 - 1. Officer shift changes have been incorporated in the blank roster. Officers should draw on the proper shift.
 - 2. All L-Day assignments are furnished to the company. Each L-Day is assigned by shift and company. When you pick your machine and shift you will pick an L-Day assigned to the machine. No deviations to this list will be allowed.
 - 3. Passing your turn in seniority will be allowed. If you pass your turn Management will place you at the end of the draw.

4. Two positions per shift for Certified Mask Repair personnel at Station 1 will be required. These positions can be on E-9 or S-1.
5. The blank roster shows the number of positions to be drawn equal to the number of Fire Suppression personnel. The positions in companies and L-Days marked with an asterisk (*) will be subject to transfer during the year to balance personnel as vacancies occur.
6. A position that was assigned or vacant at the end of the annual draw will not come up again until the next annual draw.
7. Positions marked with an asterisk (*) shall be removed in the manner described in the annual draw memo.

SECTION 3. QUARTERLY DRAW

- A. As vacancies occur during the year, a Chief in Administration (not Fire Chief - Training) will track those vacancies and within the first two weeks following the third month of each quarter will put forth in writing a list of all fire suppression vacancies that are available for draw.
- B. Personnel interested in transfer to one of the vacant positions will be required to submit a request in writing on the Department's Transfer Request Form. This form is to be completed by the individual requesting the transfer and must contain his or her signature.
- C. The form is to be submitted to a Chief in Administration's office no later than noon on the last day of the third month of the quarter. Individuals requesting a transfer under this policy are personally responsible for seeing to it that the form arrives at the Chief in Administration's office in a timely manner. Delays that result from the U.S. Mail or intra-department mail will not be considered adequate excuse to waive the requirement for timely submission of the form.
- D. Persons requesting a transfer must fill out the form provided in a complete manner specifying which vacancies they wish to be considered for and in what priority.
- E. On April 1, July 1, and October 1, the Deputy Chief will review all requests for transfer and will make the appropriate transfers based on Department Seniority.
- F. Personnel requesting transfer are cautioned that accepting such transfer voids their guaranteed vacation in their new assignment should a conflict occur. They will be assigned the L-Day for that position by the Deputy Chief.
- G. Once submitted, requests will not be allowed to be rescinded and any transfers that result from the process will be mandatory.
- H. Only permanent vacancies will be filled in this manner. Vacancies resulting from long term acting assignments, disabilities, etc., will not be considered available for draw unless a "needs of the service" is determined to exist by the Fire Chief to fill one of these vacancies.

- I. As personnel are promoted during the year, they will be assigned at the discretion of the Fire Chief from the time that they are promoted until their probation is completed.
- J. Posted quarterly draw positions not selected will not be available until the next annual draw.
- K. Personnel who continually utilize this policy to transfer and who end up substantially reducing the actual number of hours worked over the course of any one year may be prohibited from utilizing this policy for a period of one year if their use of this policy is deemed abusive by the Fire Chief.
- L. Probationary personnel will be exempt from the use of this policy until they have completed their probationary periods.

SECTION 4. POLICY

- A. This policy is established effective immediately and "without prejudice". Should the policy not serve its intended purpose, it may be modified if necessary. It is the intent of this policy to provide a clear and consistent procedure for filling permanent fire suppression vacancies as they occur during the year in the Grand Rapids Fire Department and "where the needs of the service permit". This provision shall remain in force and effect for the life of this Agreement unless modified by agreement of the parties.
- B. Where the needs of service necessitate a deviation from department seniority in assignments following an annual or quarterly duty draw, the affected employee may discuss the matter with the Fire Chief. If the matter is not resolved to the satisfaction of the employee, the employee may request a hearing before the City Manager.
- C. Involuntary transfers may be made by the Fire Chief. If the employee objects to such transfer and the matter is not resolved to the satisfaction of the employee, the employee may request a hearing before the City Manager. Daily transfer for purpose of balancing manpower shall be exempt from this provision.
- D. Seniority shall be considered when making daily transfers for purpose of balancing manpower. Any deviation from such seniority shall be made known to the effected employee. Needs of the service consideration in making such transfers shall not include personal convenience or preference of a Command officer. Any dispute regarding this paragraph shall be referred to the Labor Relations Office for final resolution.

SECTION 5. CLEANING, DUTY HOURS, REMODELING, AND WEATHER CONDITIONS

- A. It is agreed that members of the bargaining unit shall not be required to perform cleaning and janitorial duties in the executive offices at Fire Administration. For purposes of this section, executive offices is understood to mean the Fire Chief's Office, Deputy Fire Chief's Office, Fire Inspection Office, Battalion Chief's Office, Fire Investigator's Office, Training Office, civilian employees' work spaces, and all lounges and restrooms in the executive office areas. It is further agreed that members of the unit will continue to perform maintenance and repair work in the various Engine Houses, including window washing as

needed. In instances of proposed remodeling or repair work, such jobs shall first be noticed to the City Manager, and shall not be commenced until authorized by the City Manager or his/her designee.

- B. Machines shall be cleaned before 10:00 AM by the oncoming shift, except when such equipment is used in inclement weather and in the judgment of the Company Officer requires cleaning at other times.
- C. Each employee shall be responsible for cleaning his/her personal gear. The City shall be responsible for providing the means to accomplish this.
- D. Chief Officers and Company Officers shall exercise reasonable judgment in scheduling non-emergency outside duty, giving due consideration to weather conditions.
- E. (1) Monday through Friday Duty Hours. The hours between 2100 and 0730 on Mondays through Fridays shall be termed Limited Duty time. Only those non-emergency duties customarily performed in the past shall be required. During the duty hours of 0730 through 2100 there will be three sets of duty hours identified as 0730 – 1130; 1300 – 1630 and 1800-2100, and a lunch period from 1130 to 13:00 will be provided. Companies will be required to work two of the three sets of duty hours each day and Management will endeavor to balance the additional set of duty hours between 1800-2100 between companies. Management will endeavor to provide at least seven (7) days advance notice of assignments but reserves the right to make changes based upon the needs of the service.

(2) Saturday Duty Hours. The hours between 1630 and 0730 on Saturdays shall be termed Limited Duty time. Only those non-emergency duties customarily performed in the past shall be required. During the duty hours of 0730 through 1630 there will be two sets of duty hours identified as 0730 – 1130 and 1300 – 1630, and a lunch period from 1130 to 1300 will be provided. Companies will be required to work one set of duty hours each day. Management will endeavor to provide at least seven (7) days advance notice of assignments but reserves the right to make changes based upon the needs of the service.

(3) Sunday and Holiday Duty Hours. Sundays and general paid Holidays set forth in this agreement shall be termed Limited Duty time. Only those non-emergency duties customarily performed in the past shall be required.
- F. In addition to emergencies, the following activities shall also be exempt from the limited duty hours provisions of this Agreement and shall be considered appropriate duties to be performed during such limited duty times.
 - 1. Shift Change: The period immediately following the daily shift change at 0700 hours shall be exempt from the limited duty provisions expressed for 0700 hours to 0745 hours in that typical duties such as radio check, vehicle check, and equipment checks including SCBA checks, shall be completed immediately following the shift change.

2. Any necessary vehicle transfers or apparatus exchanges will also take place as directed during this period notwithstanding the limited duty time involved.
3. In cases where vehicle transfers or apparatus exchanges have interfered with the available limited duty time on a given date, provisions shall be made by a company officer to provide an adequate break period during a reasonable time in the early part of the morning.
4. Training Exercises: Special training exercises or other restricted duty may be requested on a voluntary basis.
5. Management has the right to schedule up to three (3) required training exercises per calendar year during the limited duty hours. With mutual agreement further required training may be scheduled on a case-by-case basis.

ARTICLE 15. OVERTIME

SECTION 1. PURPOSE

The following provisions shall govern compensation for overtime to employees within the bargaining unit.

SECTION 2. EMPLOYEES COVERED

All employees of the Fire Department shall be eligible for overtime pay.

SECTION 3. QUALIFYING FOR OVERTIME

- A. Overtime shall consist of authorized work in excess of regular number of hours in any scheduled work shift or any work week. Overtime of less than 20 minutes in any work day shall not be included in determining the total number of hours worked. Thereafter, overtime shall be computed to the nearest ½ hour.
- B. All overtime shall be authorized by a responsible supervisor.
- C. It is agreed that members of the bargaining unit shall be allowed time as authorized by their supervisor to clean and stow their personal effects following their return from a fire which they have been relieved on site. It is further understood that the provisions of Article 15, Section 3A shall apply in calculating the compensation for such time but in no event shall the time exceed 30 minutes and no such time shall be allowed for personal hygiene purposes. Upon returning from a medical alarm where services were provided, employees will have up to 30 minutes upon returning to their station for cleaning and decontamination. It is agreed that this determination will be left to the discretion of the supervisor.
- D. When emergency callbacks are implemented, they will be done so geographically. The first tier shall be members residing within 10 miles of 38 LaGrave. The second tier shall be members who reside within the remainder of Kent County. The final tier shall be members who reside in a county contiguous with Kent County.

SECTION 4. METHOD OF COMPENSATING OVERTIME WORK

- A. Overtime shall be paid at 1½ times the regular hourly rate, or eligible long term acting assignment rate, based on a normal work week.
- B. An employee called to work at a time other than his/her scheduled work shift shall be credited with a minimum of four hours at his/her regular hourly rate, or with the actual hours worked at the overtime rate, whichever is the greater, unless such time shall be continuous with his/her scheduled work in which case he/she shall be paid at the overtime rate.
- C. For the purpose of computing overtime, an employee absent on authorized sick leave with pay, jury leave with pay, holiday, or on vacation, shall be considered to have worked his/her work shifts during such absence. Employees absent on unpaid leave shall not be considered to have worked during such absence.

SECTION 5. COMPENSATORY TIME OFF

- A. At the request of any employee eligible for overtime pay, the Fire Chief may provide that, in lieu of cash payment for overtime, he/she may be allowed time off equal to time and one-half of the number of hours of overtime worked. Accumulation of such time will be in compliance with Law. Any such time off shall be taken at a time mutually agreed upon by the employee and the Fire Chief during the fiscal year in which the overtime was worked. Further deferment of such time off shall be allowed only if approved by the City Manager. Employees may request payment of all or a portion of their earned compensatory time at any time during the fiscal year. Such request shall be made at least one payroll period in advance. Payment will be based on the rate of pay in effect at the time of the request and shall be made within the next payroll period immediately following the request. In the event that such time off is not taken by the employee within the limiting time, he/she shall be given cash payment for the overtime hours worked at the overtime rate as of June of the fiscal year for which paid.
- B. An employee classified as Deputy Fire Chief, Fire Captain-Fleet/Facility Maintenance, Assistant Fleet Maintenance Supervisor, Fire Marshal, Fire Captain-Prevention, Fire Lieutenant-Prevention, Fire Lieutenant-Hazardous Material Planner, Fire Captain-Strategic Planning, Fire Lieutenant-Strategic Planning, Fire Chief-Training, Fire Captain-Training, Fire Lieutenant-Training, Fire Captain-EMS shall be eligible for overtime compensation as provided in Section "4.A." above, or time off with pay as provided in Section "5.A." above, at his/her option.

SECTION 6. EQUALIZATION OF OVERTIME HOURS

- A. Overtime work shall be distributed as equally as practical among employees of a given department or division. The present practices of administering overtime under this paragraph shall be continued for the life of the Agreement.
- B. For employees that work the 24 hour shift, overtime will be distributed as equally as possible on each shift, regardless of rank. For the purpose of this section, equalization shall refer to the number of opportunities each individual has to work overtime, not

necessarily the amount of time worked. Any problems arising out of implementation of this provision shall be settled by agreement of the parties.

- C. Non-suppression overtime opportunities will be equalized among divisions.
- D. Individuals who have committed to an overtime opportunity shall forego the ability to accept another overtime opportunity for that overlapping time period and shall not be afforded a different opportunity in lieu of the same overtime.

ARTICLE 16. NEW AND CHANGED JOBS

SECTION 1.

- A. Existing classifications and job descriptions may be amended during the life of the Agreement in a manner consistent with Civil Service Board rules for the maintenance of the classification plan.
- B. The parties will negotiate as to whether a new and/or changed job should be in or out of the bargaining unit. Disputes as to whether a new or changed job should be in or out of the bargaining unit shall be resolved by the Michigan Employment Relations Commission in accordance with their applicable administrative procedure.
- C. The parties will negotiate as to the salary range for all new and/or changed jobs determined to be included in the bargaining unit.

ARTICLE 17. WAGES

SECTION 1. WAGE SCHEDULE

Wages for employees covered by this Agreement shall be in accordance with the schedule set forth in Appendix B. The regular hourly rate of pay for a suppression employee is determined by dividing the annual rate of pay by the number of hours in their annual work schedule and the regular hourly rate of pay for a non-suppression employee is determined by dividing the annual rate of pay by 2080.

SECTION 2. COLLEGE CREDIT

Every employee within the bargaining unit who has completed 30 hours of college credits in courses approved by Management shall be paid \$200 per year in addition to his/her regular annual salary. Every employee within the bargaining unit who has completed 60 hours of college credits in courses approved by Management shall be paid \$400 per year in addition to his/her regular annual salary. Recruits may apply for college credit pay upon assignment after graduation from the Fire Training Academy.

SECTION 3. SHOP PAY

Effective January 1, 2002, shop pay shall be paid at \$5 per day.

ARTICLE 18. PAY CHANGES

SECTION 1. PURPOSE

The following provisions shall govern the assignment of pay steps to employees within the bargaining unit.

SECTION 2. DEFINITIONS FOR PURPOSES OF THIS ARTICLE

- A. Promotion shall mean a change in employment to a position class which has a higher maximum salary.
- B. Demotion shall mean a change in employment to a position class which has a lower maximum salary.
- C. Transfer shall mean a change in employment to another position in any class which has the same maximum salary and similar duties and qualifications.
- D. Reclassification shall mean the changing of a position from one class to another based on the duties involved.
- E. Salary Step Increase shall mean an increase in compensation to the next higher step in the same pay range.

SECTION 3. ANNIVERSARY DATES FOR PAY CHANGE PURPOSES

- A. Establishment
 - 1. Original Employment and Re-employment: The date one year after completion of the probation period and the corresponding date each year thereafter.
 - 2. Promotion: The date one year after completion of the probation period and the corresponding date each year thereafter.
 - 3. Transfer: The anniversary date remains unchanged.
 - 4. Demotion: The date six months after the effective date thereof and the corresponding date each year thereafter.
 - 5. Reclassification: The date six months after the effective date thereof and the corresponding date in each year thereafter.
- B. Postponement of Anniversary Date: Layoff, formal leave of absence or other separations from the payroll in excess of 60 days shall postpone the anniversary date for the total period of separation, but time previously served toward the next anniversary date shall be credited when the employee returns to the payroll.

SECTION 4. COMPENSATION DETERMINATIONS

- A. Original Employment and Re-employment: Employees shall be employed at the lowest step for their position class, unless the City Manager determines that the needs of the service require that compensation be fixed at a higher salary step. Recall from layoff is not considered to be a re-employment or original employment.
- B. End of Probation: The employee's salary shall automatically increase to the next higher step at the end of his/her probationary period, provided that if an employee is already compensated at a rate equal to or greater than the second salary step in his/her range, the increase is not automatic.
- C. Anniversary Date
 - 1. Prior to the occurrence of each anniversary date, every employee who has not already obtained his/her highest salary step shall be considered for a salary step increase on such date. Such consideration shall be made by the employee's supervisor.
 - 2. Each consideration found to be in good order by the Human Resources Director shall be referred to the City Manager for final determination.
 - 3. Pay increases on anniversary dates shall not be based merely on the passage of time, but rather shall be given if the employee's work has been satisfactory relative to the requirements of his/her position.
 - 4. In the event a pay increase is not given on an anniversary date, such increase may be given prior to the next anniversary date if the employee's work performance increases to a satisfactory level relative to the requirements of his/her position. The Fire Chief may establish a review period during the period between anniversary dates. If the employee's performance is determined to be unsatisfactory by the Fire Chief during such review period, the employee shall be terminated. This provision shall not apply in instances of absence caused by illness or injury.
- E. Promotion and Upward Reclassification: Employees who are promoted or whose positions are reclassified to a class in a higher pay range shall initially be paid at the first salary step in such range which is higher than the salary received immediately before such promotion or reclassification.
- E. Transfers: An employee who is transferred shall initially be paid at the same salary step he/she was on immediately before such transfer.
- F. Demotion and Downward Reclassification: An employee who is demoted or whose position is reclassified to a class in a lower pay range shall initially be paid at the same salary step in the range for the lower position which had been received in the higher position, unless the City Manager shall determine that it be in the best interest of Management to assign a higher authorized salary step, or unless he/she previously held

a higher step in the lower class, in which case the employee shall be paid at the higher salary step.

SECTION 5. EFFECTIVE DATE

Effective date of Changes in Compensation: All merit pay increases shall be effective on the employee's anniversary date.

ARTICLE 19. LONGEVITY PAY

Longevity pay was eliminated following the June 2015 payment resulting in a 1.33% wage increase in exchange for the elimination of longevity. (See article 52, section 14 for agreement regarding longevity for union members who retire between July 1, 2015 and January 3, 2016.)

SECTION 1. PURPOSE

The following provisions shall govern the assignment of longevity pay steps to employees of the City.

SECTION 2. DEFINITIONS

A. Longevity Pay shall mean a salary additive payment based on length of continuous service paid periodically to employees, adjusted at specified intervals in accordance with the following schedule:

<u>Service Years</u>	<u>Amount</u>	<u>Longevity Pay Scale</u>
5 through 9	\$ 300 per year	L1
10 through 14	\$ 600 per year	L2
15 through 19	\$ 900 per year	L3
20 through 24	\$1,200 per year	L4
25 and over	\$1,500 per year	L5

B. Longevity Qualification Date shall mean the date on which an employee completes 5, 10, 15, 20, or 25 years of continuous service.

C. Longevity Earning Date shall mean the date an employee begins to earn longevity pay and shall be the first day of the month immediately following the employee's qualification date.

D. Continuous service shall mean service uninterrupted by resignation or discharge.

SECTION 3. PAYMENT

Longevity pay shall be payable on or about the first payday in June and December of each year. At such time the employee shall be paid 1/12 of the employee's annual longevity pay for each month in the prior 6 months in which he/she worked ½ or more of the employee's scheduled work days.

SECTION 4. EFFECT OF LAYOFF AND LEAVE OF ABSENCE

- A. An unpaid leave of absence or a layoff of 60 days or less shall not postpone the longevity qualification date of an employee.
- B. An unpaid leave of absence (except military) or layoff in excess of 60 days shall postpone the longevity qualification date for the total period of separation, but time previously served toward the next longevity qualification date shall be credited when the employee returns to the payroll.

SECTION 5. EFFECT OF TERMINATION ON LONGEVITY PAY

- A. An employee who for any reason terminated employment with the City prior to June 1 or December 1 shall receive longevity pay on a prorated time basis for the calendar months served.
- B. An employee absent from service due to leave of absence or unpaid sick leave shall receive longevity pay on a prorated time basis for calendar months served.

ARTICLE 20. VACATIONS

SECTION 1. DEFINITIONS

- A. SERVICE shall mean any period of time for which an employee receives wages. Paid vacation and sick leave shall be considered work time for purposes of vacation accumulation.
- B. VACATION DAY shall mean a period of time equal to eight hours or one regularly scheduled normal work day.
- C. WORK WEEK shall mean a period of time equal to 40 hours or the normal number of hours worked by an employee during a regular work schedule.
- D. CONTINUOUS SERVICE shall mean service, as defined by "A" above, uninterrupted by resignation or discharge.

SECTION 2. EIGHT HOUR EMPLOYEES

Vacation allowance for employees who work a 40 hour week and do not work a 24 hour work day.

- A. On the first day of each calendar year following completion of employee's 2nd-16th year of continuous service, credit will be added by the following scale; scale equalizes 40 hour and 24 hour scale so that 24 hour employees max at 15 years of earned service credit and 40 hour employees max at 16 years of continuous service (max of 12 days on 24 hours; 25 days on 40 hour schedule).

<u>Years of Continuous Service</u>	<u>Vacation Days Credited on Day Following January 1</u>
1 year	10 days (80 hours)
2 years	11 days (88 hours)
3 years	12 days (96 hours)
4 years	13 days (104 hours)
5 years	14 days (112 hours)
6 years	15 days (120 hours)
7 years	16 days (128 hours)
8 years	17 days (136 hours)
9 years	18 days (144 hours)
10 years	19 days (152 hours)
11 years	20 days (160 hours)
12 years	21 days (168 hours)
13 years	22 days (176 hours)
14 years	23 days (184 hours)
15 years	24 days (192 hours)
16+ years	25 days (200 hours)

- B. An employee shall become eligible for 1/12 of his/her vacation allowance under subparagraphs "A" and "B" above for each calendar month in which he/she works 12 or more days.
- C. An employee shall be allowed to maintain a maximum of 40 days of vacation from one fiscal year to another. Any earned vacation in excess of 40 days shall be considered void with the exception of a balance of 68 days between the period of January 1 and November 30.

SECTION 3. 24 HOUR EMPLOYEES

Vacation allowance for employees who work a 24 hour work day.

- A. An employee with less than 10 years of continuous service shall be entitled to 6 work days of vacation for any calendar year in which the employee is not entitled to vacation credit for 1 or more calendar months as hereinafter provided. The number of work days of vacation shall be determined by prorating the maximum annual vacation allowance on a monthly basis.
- B. On the first day of the calendar year following completion of 10 years of continuous service, an employee shall accrue 3 additional work days of vacation. Each year thereafter, the employee shall be entitled to a maximum of 9 work days of vacation per year (i.e. 9/12 of a work day for each month of service).
- C. On the first day of the calendar year following completion of 15 years of continuous service, an employee shall accrue 3 additional work days of vacation. Each year thereafter, the employee shall be entitled to a maximum of 12 work days of vacation per year (i.e. 1 work day for each month of service).

- D. Employees who work $\frac{1}{2}$ or more 24 hour work days in any calendar month shall earn vacation credit for that month.
- E. Fire suppression employees shall be allowed to maintain a maximum of 20 days of vacation from one fiscal year to another. Any earned vacation in excess of 20 days shall be considered void with the exception of a balance of 32 days between the period of January 1 and November 30.
- F. Employees may take AM vacation that is equal to the amount they earned in the previous year (i.e. earn 9 vacation days, can take 9 AM vacations). Full day vacation will not be counted toward the total of AM vacations. Employees may take unlimited PM vacation provided it is within the limits of their vacation bank.

SECTION 4. VACATION SELL-BACK PROGRAM

In November of each year, an eligible employee may sell back a maximum of 60% of his/her available vacation accrual at $\frac{2}{3}$ of its value.

This sell-back amount will be paid on the first paycheck in December.

SECTION 5. DRAW & OTHER PROCEDURES

- A. Vacations shall be scheduled with due regard for seniority, employee preference and needs of the service, in accordance with the following procedure:
 - 1. The vacation draw procedure for 54 hour personnel will be conducted in four rounds of draws. On the first round of the draw, a person may:
 - a. Draw any available FULL period during prime time. Any remaining credits may be drawn on the second and third rounds in half period units.
 - b. Draw a half period during prime time, and a half out, or two half periods outside prime time. Any remaining credits may be drawn in half period units on the second round of the draw.
 - c. Draw full vacation credits in any series of CONNECTING half periods outside of prime time. Any remaining credits may be used in the fourth (junk) round.
 - d. Draw full vacation credits in TWO separate units outside of prime time. These can be in combinations of three and six, three and nine, or six and six, depending on the number of days credited. Any remaining credits may be used in the fourth (junk) round.
 - 2. The manner and sequence of the second and third draws will depend upon how the individual chooses to make the first draw.
 - 3. As soon as the vacation draw has been completed on each shift, we will go down the list for a fourth time to allow each individual to draw all remaining credits at this

time. Anyone not wishing to draw these credits at this time will be limited to the days available at the time they make their selection.

4. Ten days after the vacation draw has been completed, changes will be allowed to periods that are not closed by the draw. Splitting of days into 12 hour vacation periods will be allowed but only after this time. These changes will be granted on a first come, first serve basis without regard for seniority.
 5. The vacation draw will be conducted by shifts with department seniority given preference on each shift. A maximum of 3.75% of total suppression employees will be scheduled on vacation in any one day on each shift. Number of suppression personnel allowed on vacation shall be figured by multiplying the number of suppression employees by 3.75% rounded to the nearest whole number and calculated one week preceding the vacation draw for that calendar year.
 6. After the next day's manpower figures have been assembled, Battalion Chiefs shall approve vacation requests for the oncoming shift, provided that the provisions of item "5" above are strictly adhered to.
- B. Definitions (for the purpose of this draw)
1. Prime Period: Any days that are encompassed in period 10, 11, 12, 13, and 14.
 2. Full Period: Those periods that are listed numerically from 1 to 24 on the 54 hour week vacation schedule. A full period shall consist of 2 connecting half periods.
 3. Half Period: The first $\frac{1}{2}$ or the last $\frac{1}{2}$ of any full period. A $\frac{1}{2}$ period shall consist of 3 consecutive work days as blocked together in the 54 hour week vacation schedule.
 4. Unit: Any period of vacation that runs in consecutive work days. Half periods may not be split to form a unit. A unit can consist of 3, 6, 9, or 12 days of vacation.
- C. The draw dates for these vacation periods will be during the month of January. Any individual not on duty on a draw day must leave a list of his/her preferences with his/her company officer.
- D. For employees who do not work a 24 hour work day, a general paid holiday which occurs during a vacation period may be added thereto or to accrued vacation days.
- E. Combining of vacation and compensatory time off shall be allowed on approval of the Fire Chief.
- F. For employees who do not work a 24 hour work day, cash payment in lieu of unused vacation shall be made only upon termination of employment. Upon termination, the employee shall be paid in full for all unused vacation up to a maximum of 25 work days (i.e. 5 work weeks). However, if termination is caused by the death, resignation, or retirement of the employee, the maximum payment will be 68 days. In addition, an

employee will be paid in full for those hours accrued but not yet credited to his/her vacation leave bank upon termination of employment.

- G. For employees who work a 24 hour work day, cash payment in lieu of unused vacation shall be made only upon termination of employment. Upon termination, the employee shall be paid in full for all unused vacation up to a maximum of 12 work days. However, if termination is caused by the death, resignation, or retirement of the employee, the maximum payment will be 32 days. In addition, an employee will be paid in full for those hours accrued but not yet credited to his/her vacation leave bank upon termination of employment.

ARTICLE 21. HOLIDAYS

SECTION 1.

The following shall be general paid holidays for City employees:

January 1	Labor Day
Martin Luther King Day	Veteran's Day
Presidents' Day	Thanksgiving Day
Good Friday	December 24
Memorial Day	December 25
July 4	Personal Holiday (8 hour employees)

Permanent eight hour employees have the option of the Friday following Thanksgiving or their personal holiday. Employees temporarily assigned to eight hour schedule shall take the Friday after Thanksgiving as their personal holiday.

The days on which the above holidays are celebrated shall be the same as those observed by the United States Government, provided that holiday premium pay shall be paid for the actual calendar date of the holiday on July 4, December 24, December 25, and January 1.

SECTION 2.

- A. Employees who do not regularly work 24 consecutive hour shifts shall receive 8 hours holiday pay for all of the above holidays they are not scheduled to work, provided they work their scheduled work days immediately preceding and following the holiday. If such an employee is scheduled to work on a holiday, the employee shall receive 8 hours holiday pay plus time and one-half for the hours actually worked on the holiday.
- B. Personal holidays for eight hour employees may be taken on any day mutually agreed upon between the employee and the immediate supervisor. In the event an employee retires, terminates employment, or dies while employed, the unused personal holiday shall be paid on the last paycheck due the employee. Employees may elect to convert an unused personal holiday to vacation credit, subject to the allowed maximum vacation accumulation level.

SECTION 3.

Employees who regularly work 24 consecutive hour shifts shall receive the following:

- A. Employees on duty and working on a holiday shall receive 10 hours holiday pay in addition to their regular pay for the week in which any such holiday occurs.
- B. Employees who are off duty and who do not actually work on a holiday shall receive 8 hours holiday pay in addition to their regular pay for the week in which any such holiday occurs.

SECTION 4.

An employee on formal unpaid leave of absence, layoff (removed from payroll), or receiving statutory wage loss payments under the Michigan Workers' Compensation Act shall not receive holiday pay for any holiday which occurs during such period.

SECTION 5.

On general paid holidays, only those employees shall be on duty whose services are necessary.

SECTION 6.

Unworked holiday hours shall not be included as hours worked for the purpose of computing overtime.

SECTION 7.

Employees absent unexcused on a general paid holiday on which they are scheduled to work shall receive no holiday pay for that day.

ARTICLE 22. SICK LEAVE

SECTION 1. DEFINITIONS

- A. Immediate family shall be the following: spouse, children, step-children, parents, current step-parents, grandparents, brothers, sisters, father-in-law or mother-in-law of the employee.
- B. Service shall mean any period of time for which an employee receives wages. Paid vacation and sick leave shall be considered work time for purposes of sick leave accumulation.
- C. Supplemental Employment shall mean a paid off-duty job.

SECTION 2. SICK LEAVE ACCUMULATION

- A. An employee shall accumulate 1 day of sick leave for each calendar month of service in which the employee works $\frac{1}{2}$ or more of all regularly scheduled days.
- B. Employees in the Fire Department whose regularly scheduled work day consists of 24 consecutive work hours, shall accumulate $\frac{1}{2}$ sick leave day for each calendar month of service in which the employee works $\frac{1}{2}$ or more of all regularly scheduled days. For the purpose of this subsection, 1 sick leave day shall consist of 24 hours.

- C. Unused sick leave days shall accumulate from year to year to an unlimited amount.

SECTION 3. RECORDING USE OF SICK LEAVE

Sick leave usage shall be recorded to the nearest ½ hour. Employees who are scheduled to work on a holiday and either call in sick or report to work and go home sick during the shift shall have all hours not worked charged to their sick leave bank.

The practice of allowing employees who do not work a 24 hour work day to take up to two (2) regularly scheduled hours off for a doctor or dentist appointment without charge to sick leave shall cease September 12, 2011 (the effective date of the Act 312 award).

SECTION 4. PERMITTED USES

- A. Regular Use

An employee shall be entitled to use his/her accumulated sick leave for any absence necessitated by his/her personal illness or by off-duty injury, not incurred in supplemental employment, upon application approved by the Fire Chief.

An employee shall be entitled to use up to three days per occurrence of his/her accumulated paid sick leave for any absence necessitated by illness for an employee's minor child and/or spouse. Such use shall be limited to three occurrences per year.

- B. Emergency Use

1. An employee shall be entitled to take up to two days paid leave, without charge to sick leave, upon the death of any member of his/her immediate family. Employees in the Fire Department whose regularly scheduled work day consists of 24 consecutive work hours shall be entitled to one such day of paid leave.

For the purpose of this provision only, immediate family shall include son-in-law, daughter-in-law, and grandchildren.

2. An employee shall be entitled to use up to three days of his/her accumulated paid sick leave for any absence necessitated by serious injury, acute critical illness requiring emergency medical treatment or professional attention, or death of any member of his/her immediate family, upon application approved by the Fire Chief. Extension of time shall be permitted in exceptional circumstances upon application approved by the City Manager.
3. One day may be used as reasonably necessary under instant circumstances on the occasion of childbirth.

- C. Vacation Use

An employee shall be entitled to use his/her accumulated paid sick leave in lieu of vacation for illness or injury received while on vacation, upon application approved by the Fire Chief and subject to substantiation as hereinafter provided.

D. Compensatory Time Use

An employee shall be entitled to use his/her accumulated compensatory time in lieu of paid sick leave upon application approved by the Fire Chief.

SECTION 5. EXCLUDED USES

Paid sick leave shall not be authorized for personal injury incurred in supplemental employment.

SECTION 6. SUBSTANTIATION

A. A 54 hour employee shall be entitled up to three (3) occurrences per calendar year of unsubstantiated sick leave; a 40 hour employee shall be entitled to six (6) occurrences per calendar year of unsubstantiated sick leave.

B. An employee shall substantiate any sick leave usage beyond the above stated limits of unsubstantiated uses by one of the following means:

1. Personal knowledge or observation of supervisor not to exceed ten (10) calendar days.
2. Prescription including date of issue on or about date of sick leave usage.
3. Note from physician containing date and person was unable to work. Exception is if the person cannot get into the physician's office and is issued a statement to that effect.
4. Letter from physician stating an ongoing condition which shall be substantiation for occurrences of relevant sick leave usage for up to one (1) year from date of issue.

C. Fraudulent use of sick leave may be investigated by the Labor Relations office.

SECTION 7. PHYSICAL EXAMINATION

An employee on authorized absence for more than ten consecutive days, (six work days for employees covered by Section 2B) due to illness or for any period due to injury shall return to duty only after examination and release for work by the City Physician. If an employee is absent for less than the period specified above, the Fire Chief may require a physical examination before the employee is released for work. Under any circumstances where an employee is unable to attend work and requests sick leave, the employee must state illness or off-duty injury at the time of notification.

SECTION 8. UNPAID SICK LEAVE

The City Manager shall, upon the advice and recommendation of the City Physician, grant unpaid sick leave upon application of any employee whose paid sick leave is exhausted.

SECTION 9. PAY FOR UNUSED SICK LEAVE

A. For employees who do not work 24 hour work day, unused, accumulated sick leave shall be paid to employees who resign or retire with 10 years or more of continuous service, to a maximum of 90 days at the rate of \$1 per day times the years of continuous service for

employees retiring, and at the rate of 50¢ per day times the years of continuous service for persons resigning.

- B. For employees who work a 24 hour work day, unused, accumulated sick leave shall be paid to employees who resign or retire with 10 years or more of continuous service, to a maximum of 45 days at the rate of \$2 per day times the years of continuous service for employees retiring, and at the rate of \$1 per day times the years of continuous service for persons resigning.
- C. Effective July 1, 1991, in the event of the death of an employee, accumulated sick leave shall be paid to the employee's beneficiary(s) in the same manner as if the employee had retired.
- D. The parties agreed to jointly establish a program which provides incentive for saving sick leave time by allowing full time employees who retire or resign to receive pension service credit for all of their unused sick leave time up to a maximum of 2,080 hours for 40 hour a week employees and 2,080 hours for 24 hour employees. However, employees would not be able to use sick leave to acquire eligibility status for obtaining said pension.

ARTICLE 23. UNION LEAVE FOR CONFERENCES OR CONVENTIONS

SECTION 1. AMOUNT OF TIME

A total of 500 hours with pay per year may be used to attend any and all International Association of Fire Fighters (AFL-CIO), Michigan State Fire Fighters Union, and Local 366 sponsored and organized functions, provided leave is requested in advance by the President, Vice President, or designee in writing, and the needs of the service will not be adversely affected by such absence. Employees designated to attend such meetings shall be allowed reasonable travel time to and from the convention site with pay upon application and notification by the Union President, and approval by the Fire Chief. Such days shall be accumulative for the life of this Agreement.

This Section shall be read to include the following list of Local 366 sponsored functions:

- A. Local 366 State MDA Fundraiser - 24 hours per individual;
- B. Local 366 Retirement Party - 14 hours per individual;
- C. Local 366 Board of Directors Meeting - 12 hours per individual.

SECTION 2. REQUEST FOR ADDITIONAL TIME

In the event that insufficient time is available, the Union President may request additional time from the Labor Relations Office. Such additional time may be granted upon approval of the City Manager.

ARTICLE 24. JURY LEAVE

Employees shall be given leave of absence with pay for working time lost when called to serve on jury duty. Such employees shall be paid at their regular rate for all working time lost up to the number of hours in their regular scheduled work week. In consideration of receiving their regular

pay, employees shall assign to the City all other remuneration except mileage monies received for jury duty during the same period.

ARTICLE 25. INSURANCE & HOSPITALIZATION

SECTION 1. COVERAGE

- A. Management shall, at its expense, provide a group hospital, medical, surgical insurance policy and dental insurance policy to all employees within the bargaining unit, which shall provide coverage for the employee and the employee's spouse and dependents as defined in said policy, provided that the coverage of said policy shall not be less than the coverage of the present policy provided by Management to employees.
- B. The City will pay the medical and hospitalization insurance premiums, less any applicable premium sharing amount, for an employee who is disabled pursuant to the provisions of the Pension Ordinance until such time as the employee is eligible for Medicare, or reaches age 65, whichever occurs first. The City will also pay the premiums for the disabled employee's spouse and qualified dependents. If the retiree and spouse at the time of retirement should have further children after retirement, such children by birth or legal adoption shall be considered qualified dependents for the first two (2) of such births and/or adoptions only. No further qualified dependents may be added due to birth or legal adoption after the retiree reaches age fifty (50).

For non-RHSA covered employees, this benefit shall apply to both duty and non-duty disability retirements.

For RHSA covered employees, this benefit shall apply only to duty related disability retirements. In addition, for RHSA covered employees, premiums shall be first paid to the City from funds in the employee's RHSA account if the employee wishes to continue medical and hospitalization coverage under the City's plan at the time the duty disability retirement becomes effective. In such case when RHSA funds are exhausted, the City shall resume paying the premiums, less any applicable premium sharing amounts, until such time as the employee is eligible for Medicare, or reaches age 65, whichever occurs first.

- C. It is agreed that Management will provide health care coverage for the retirees, their spouse and dependents for those years of age of the retiree between 55 and 64 inclusive. In the event the retiree dies after retirement between the ages of 55 and 64 inclusive, the spouse and dependents, if any, will continue be provided health care coverage by Management until such time as the retiree would have reached age 65. Spouse is understood to be that person to whom the retiree is married at time of retirement.
 - 1. For those employees covered by the RHSA, the City will not be required to pay any amount toward the premiums after retirement or other form of separation from employment, except as otherwise provided in Sections 1(B) and 1(D) of this Article.
 - 2. For those employees not covered by the RHSA, in addition to Sections 1(B) and 1(D) above in this Article:

- a) The City will pay the full premium (less any applicable premium sharing amount) for the retiree, the spouse, and dependents, if any, in any of the following circumstances provided the employee has at least ten (10) years of credited service:
 - 1) Where the employee has reached the maximum applicable cap (the product of the multiplier times years of credited service) as provided in Article 45, Section 2(H) (3);
 - 2) Where the employee has reached age 55.

- b) In all other circumstances, the City will pay the earned percentage of the employer premium in accordance with the following (less any applicable premium sharing amount):

10 years of service – 40%	18 years of service - 72%
11 years of service – 44%	19 years of service - 76%
12 years of service – 48%	20 years of service - 80%
13 years of service – 52%	21 years of service - 84%
14 years of service – 56%	22 years of service – 88%
15 years of service – 60%	23 years of service - 92%
16 years of service – 64%	24 years of service - 94%
17 years of service – 68%	25 years of service – 100%

- c. In the event the retiree does not have sufficient years of credited service to receive an employer contribution equal to one hundred percent (100%) of the employer's percentage portion of the retiree health insurance cost, the retiree, or the eligible spouse/dependents or a deceased retiree, shall be required to pay the remainder of the employer's percentage portion of the retiree health insurance premium cost, in addition to any applicable premium sharing amount.

- d. For employees who leave employment after completing ten (10) or more years' service but before being eligible for an immediate pension benefit, and who are not covered by the RHSA, such an employee and/or spouse and dependents shall not receive any retiree health care benefit until the employee begins to receive a pension benefit. Upon receipt of pension benefits, the retiree health care benefit premium paid by the City shall be in accordance with the years of credited service and earned employer percentage under the applicable formula set forth in item 2(b) above less any applicable premium sharing amount.

D. In the event a person covered by this Agreement dies prior to retirement, Management will pay the hospitalization insurance premium, less any applicable premium sharing amount, for that person's spouse and dependents until such time as the covered person would have reached age 65. If, however, the spouse remarries or the spouse is covered by another health insurance policy, this provision shall not apply.

For Non-RHSA covered employees, this benefit shall apply to both duty and non-duty related deaths prior to retirement.

For RHSA covered employees, this benefit shall apply only to duty-related deaths prior to retirement. In addition, for RHSA covered employees, premiums shall be first paid to the City from funds in the employee's RHSA account if the surviving spouse and/or eligible dependents wish to continue medical and hospitalization coverage under the City's plan at the time of death. In such case when RHSA funds are exhausted, the City shall resume paying the premiums, less any applicable premium sharing amount, until such time as the covered person would have reached age 65.

E. Effective June 22, 2009, the following changes to or additions to benefits and co-payments became effective:

- 1 The office visit co-pay shall be \$20 which shall be applied to doctor's office visits, chiropractic services (consultations and subsequent adjustments and treatments), and behavioral health (mental health) office visits.
- 2 Employee dependent coverage under this Article shall comply with the age provisions of the Affordable Care Act (ACA) or whatever coverage is negotiated between the parties.
- 3 When using prescription drug benefits for which there is an alternative over-the-counter substitute for proton pump inhibitors (PPI drugs), H2 blockers (h2 receptor antagonists), non-sedating antihistamines, and/or non-steroidal anti-inflammatory drugs (NSAID), an over-the-counter alternative drug must first be prescribed and utilized. If determined by the doctor to be ineffective or to have a contraindication after first trying the over-the-counter alternative drug, a prescription may then be written and filled to provide the generic or name brand prescription drug for treatment of that diagnosed medical condition.
- 4 There shall be an annual \$600 cap on proton pump inhibitor (PPI) drugs. The over-the-counter (OTC) program as agreed to by the parties shall remain in effect, and no employee co-payments shall be required for the OTC proton pump inhibitor drugs dispensed under that program. However, if the annual \$600 cap on PPI drugs dispensed in a manner other than under the OTC program is reached, the applicable co-pay shall thereafter be doubled (i.e. the \$20 co-pay for brand name drugs shall be increased to \$40 and the \$10 co-pay for generic drugs shall be increased to \$20) during the remaining annual period. The City shall continue to pay its portion of the cost for the PPI drug prescription less the increased co-payment by the employee.

Effective January 1, 2015 the following changes will be made to the health care plan:

Annual Deductible	\$150
Co-insurance	80% / 20% (all services except preventative)
Maximum out of pocket	\$850 (all services except preventative)
Emergency room co-pay	\$100

Multi-Tiered prescription drug plan as follows:

Tier One	\$10 mandatory generic with a retail 90 day supply
Tier Two	\$20 brand
Specialty Drugs	As outlined in supplemental agreement.
Mail Order Maintenance	\$50 Brand only with a 90 day supply

Modify the plan to include Usual, Customary, and Reasonable (UCR) charges. Usual, Customary, and reasonable shall be determined by FAIR Health Inc., or the successor industry standard. Usual, customary, and reasonable provisions will apply to non-hospital services. The City agrees to work with the Union on addressing the issue of usual, customary and reasonable with members who receive services out of state and are unable to find any in-network providers in their area. In-network is already deemed to be UCR.

- F. Employees share in the cost of their health care coverage by paying a ten percent (10%) health care premium contribution each two-week pay period. The employee health care premium contribution payment is based on ten percent (10%) of the City's actuarially estimated annual health care cost as applied without regard to the category of coverage (i.e. single employee, employee and one dependent, and employee and two or more dependents). Effective January 8, 2012, the health care premium contribution payment increased to 20%.

Beginning with the rate change that became effective in January 2012, the rate established by the actuary shall be adjusted to account for any over or under funding from prior years. The over or under funding amounts experienced for the prior fiscal year ending June 30th shall be recognized over the subsequent three years (i.e. three year smoothing of actual to estimate true-up).

The City's actuarially estimated annual health care cost is based upon the blended rate for all active employees and pre-65 retirees. In the fall of each year, the City receives an actuarial report that contains two separate calculations: the first is a calculation of the estimated cost to provide health care coverage to its active employees, pre-65 retirees, and their eligible dependents for the upcoming calendar year, and the second is a calculation of the estimated cost to provide health care coverage to the retirees 65 and older and their eligible dependents for the upcoming calendar year. These estimated cost figures are utilized for health care contribution purposes effective on the first pay day on or after January 1st of the upcoming calendar year. Employees pay 1/26th of their percentage portion of the annual health care cost each two week pay period.

- G. The parties will meet concerning the issue of health insurance for military activated employees during the term of this contract if the matter is addressed as a City-wide policy issue for all bargaining units.

SECTION 2. DEATH BENEFIT

- A. Management shall, at its expense, provide a death benefit payment in the amount of \$40,000 to each employee within the bargaining unit which benefit shall be payable to the beneficiary or beneficiaries of any such employee whose death does not result from an injury arising out of and in the course of his/her employment with the City. Said benefit

shall be payable to the beneficiary or beneficiaries of the employee's choice as designated on the "Designation of Beneficiary" forms which shall be provided by Management and shall be kept on file in the City's Human Resources Office. Employees shall have the right to change the beneficiary or beneficiaries at any time during their employment with the City by executing a "Change of Beneficiary" form as provided by Management. In case an employee dies and is not survived by a designated beneficiary, or fails to execute a "Designation of Beneficiary" form, said death benefits shall be payable to the administrator or executor of the estate of the deceased employee. All rights to such death benefits shall terminate upon termination of employment by reason of discharge, retirement, resignation or layoff. Termination of employment shall be deemed to occur when an employee ceases to be employed by Management, except that any employee who is granted a leave of absence because of disability or an approved Maternity leave, will nevertheless be considered still employed. Termination of employment shall not be deemed to include an employee who is under suspension for disciplinary reasons or an employee who shall have been unlawfully dismissed.

- B. In the event an employee dies and the employee's death occurs as a result of personal injury arising out of and in the course of his/her employment with the City and the amount of benefits which would be payable under the Worker's Compensation Act would amount to less than the death benefit payment, Management shall make a lump sum cash payment equal to the difference between the amount of the death benefit payment and the total Worker's Compensation benefits to the employee's beneficiary or beneficiaries designated on the "Designation of Beneficiary" form provided by Management, or in the absence of execution of said form, to the administrator or executor of the employee's estate.
 - 1. For the purpose of determining the lump sum cash payment payable under the provisions of this Section, Management shall compute the "total Workers' Compensation benefits" as of the date of the employee's injury under the circumstances and considering the number of dependents at that time. The "total Worker's Compensation benefits" shall be computed to include:
 - a. The total weekly benefits provided by the Worker's Compensation Act multiplied by the number of weeks payable (presently 500 weeks);
 - b. Medical expenses payable;
 - c. Burial expenses payable; and
 - d. Any disability payments which have been paid or have become due for injury which is the proximate cause of death.
 - 2. For the purpose of computing the "total Worker's Compensation benefits," the spouse and minor children of the deceased employee or any person or persons partially dependent upon the deceased employee within the meaning of the Worker's Compensation Act shall be considered wholly dependent upon the deceased employee.

- C. No benefits shall be payable under this Section unless written application for such benefits is filed with Management by the beneficiary or beneficiaries of the deceased employee designated on the "Designation of Beneficiary" form or by the administrator or executor of the estate of the said deceased employee within one year after the employee's death or within one year after the beneficiary, beneficiaries, administrator or executor of the estate shall have knowledge or reasonably should have knowledge of their right to make such a claim, whichever occurs later.
- D. In the event that the beneficiary, beneficiaries or the estate of the deceased employee shall be paid benefits under subsection "A." hereof and compensation of benefits are subsequently paid or awarded for the same death to any person or persons as a result of any proceeding instituted under the Worker's Compensation Act against the City, the beneficiary, beneficiaries or estate of the deceased employee, as the case may be, shall be liable and shall repay to Management the amount equal to the compensation or benefits which are paid or awarded up to the sum of \$40,000.
- E. In the event that an employee dies and it is determined that the employee's death was due to suicide, no benefits shall be payable to any party or parties under this Section, unless the employee has completed two years of service.
- F. No determination, presumption, or finding made by Management in the application of any of the provisions of Section 2 shall be binding upon Management in any proceeding of the Worker's Compensation Act nor shall the same be an admission of liability under said Act.

No action at law or in equity shall be brought by any person or persons to recover under any provisions of this Section prior to the expiration of 90 days after application for benefits and proof of death has been filed with Management pursuant to subsections "B" and "C".

SECTION 3. HEALTH INSURANCE OPT OUT

- A. City of Grand Rapids employees who are eligible for health insurance provided by another health insurance carrier who can provide proof of such coverage may elect to opt out of the City's insurance coverage. Employees who opt out are not required to pay any premium sharing.
- B. This election shall take place annually. Emergency opt-in shall be provided if the employee loses his/her eligibility for the alternate coverage. Upon submitting appropriate proof of loss of coverage, the employee shall be able to resume the City's insurance coverage.
- C. Every City of Grand Rapids employee must be covered by health insurance.

SECTION 4. RETIREE HEALTH SAVINGS ACCOUNT (RHSA)

Employees hired on or after May 12, 2009, shall be provided with a Retiree Health Savings Account (RHSA) in lieu of the current retiree health care benefits with a stepped-in employee and employer contribution as follows:

- A. After six months of service, new hires shall make contributions at the annual rate of \$375 (\$14.42 gross per bi-weekly payroll) for six months during which time the City shall make contributions at the annual rate of \$750, payable in bi-weekly pay period increments (i.e. \$28.85 gross per payroll).
- B. For the next year of service, the employee shall make contributions at the annual rate of \$750 (\$28.85 gross per bi-weekly payroll) during which time the City shall make contributions at the annual rate of \$1,500, payable in bi-weekly pay period increments (i.e. \$57.69 gross per payroll).
- C. For all years thereafter the employee shall make contributions at the annual rate of \$1,000 (\$38.46 gross per bi-weekly payroll) during which time the City shall make contributions at the annual rate of \$1,750, payable in bi-weekly pay period increments (i.e. \$67.30 gross per payroll).
- D. If employees hired on or after May 12, 2009 separate from City employment prior to achieving ten (10) years of service in the City's defined benefit pension system, they will only be entitled to receive the employee contributions and investment earnings on those employee contributions from their defined contribution retiree health care saving.

SECTION 5. RETIREE HEALTH CARE – PREMIUM SHARING AND PLAN DESIGN CHANGES

The health care premium sharing for retirees will be the same as that for active members. The health care plan design changes will be the same as that for active members. (The provisions of this section became effective with the Act 312 award dated September 12, 2011.)

SECTION 6. DIRECT PAY TO HEALTH INSURANCE FROM PENSION

Allow an account for retirees and/or their spouses and dependents to pay premiums for accidental or health insurance or long term care insurance directly from their individual monthly benefit in the Police and Fire Pension Plan to their insurance provider (see IRS Publication 575, page 5, Insurance Premiums for Retired Public Safety Officers for further details).

ARTICLE 26. MILITARY SERVICE VETERANS

The re-employment of military service veterans shall be in accordance with the applicable statutes in effect at the time of the re-employment.

ARTICLE 27. WORKERS' COMPENSATION

SECTION 1.

Management shall, for a period not to exceed 26 weeks (52 weeks in burn cases), supplement (without charge to sick leave or vacation) the benefit payable to City employees under the provisions of the Michigan Workers' Compensation Act for personal injuries on the job by the difference between the statutory Workers' Compensation benefit and their normal weekly earnings, excluding overtime. When an employee receives workers' compensation benefits, his/her take home pay will be limited to no more than 100% of the employee's pay before deductions.

SECTION 2.

In the event an employee receives sick leave compensation and subsequently such employee is awarded Worker's Compensation for the same period of time, the employee shall reimburse Management for such amounts received as sick leave compensation and Management shall credit the employee's sick leave account with the number of days so used as sick leave.

ARTICLE 28. BULLETIN BOARDS

SECTION 1.

Management shall provide bulletin boards for the exclusive use and as the property of the Union, 4' x 5' in size or as close thereto as can be reasonably accommodated, in each of the following locations:

- | | |
|-----------------|-----------------------------------|
| Each station | Training office |
| Dispatch office | Administrative office coffee room |

Such bulletin boards shall constitute the exclusive locations for any and all Union postings on Fire Department premises. Materials posted shall be reasonably related to Union business.

SECTION 2.

The Union shall be solely responsible for all materials posted on its bulletin boards. The Union shall defend and indemnify the City in all actions and for any judgments or settlements resulting from litigation arising out of the contents of Union bulletin boards.

ARTICLE 29. NO DISCRIMINATION

The parties hereto agree that they shall not discriminate against any person because of race, creed, color, national origin, age, sex, marital status, number of dependents, membership in the union, and/or participation in legal Union activities.

ARTICLE 30. MAINTENANCE OF STANDARDS

Management agrees that all conditions of employment not otherwise provided for herein relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at the standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

ARTICLE 31. AUTHORIZED REPRESENTATIVES

Any action by any Management or Union official named herein may be exercised by a duly authorized representative.

ARTICLE 32. SUPPLEMENTAL AGREEMENTS

All supplemental agreements modifying this Agreement are subject to approval by the duly authorized representative of Local 366 of the International Association of Fire Fighters and the City of Grand Rapids. All supplemental agreements shall be in writing.

ARTICLE 33. VALIDITY

SECTION 1.

The provisions of this Agreement shall supersede any existing rules and regulations of the City and/or any of its Boards or agencies which may be in conflict therewith.

SECTION 2.

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 Union 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 provision shall be void and inoperative. However, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

ARTICLE 34. ENTIRE AGREEMENT

During negotiations, each party has the right to make proposals with respect to all bargaining matters. This sets forth the basic and full agreement between the parties. During its life, neither will require the other to engage in further collective bargaining as to any matter whether mentioned herein or not, except as such bargaining is provided for herein.

ARTICLE 35. DECLARED STATE OF EMERGENCIES

SECTION 1.

In the event a state of emergency is declared to exist in the City of Grand Rapids by reason of a riot or civil disorder by the Governor of the State of Michigan or the Mayor of the City of Grand Rapids, or in the event the Governor declares the City a disaster area by virtue of an Act of God, such as flood or tornado, the following condition of this Agreement shall, during such period of emergency or disaster, be automatically suspended:

- A. The time limits for either party to file or reply to grievances shall be tolled during periods of declared states of emergency, provided that the time limits shall be reinstated and shall commence running on the date the parties hereto agree that such emergency conditions shall have ceased to exist.

In addition and notwithstanding Article 14 of this Agreement, Management reserves the right during any events specified above to assign employees to work without regard to their employment classification, provided that no member of the bargaining unit shall be assigned to work not related to the usual duties of firefighting and lifesaving.

Under a declared state of emergency, the short term acting assignments which may arise will be handled similar to the callback process which occurs after midnight during the first 12 hours. The limited duty provisions will not apply during the declared state of emergency. During such time, employees may be assigned to perform a wide range of services that are directly and indirectly related to firefighting and/or lifesaving duties. The Union shall be advised by management as soon as practical about the scope of any such activities necessitated by the declared state of emergency.

The provisions of this Article shall apply when members of the bargaining unit are performing work in accordance with the provisions of existing or future mutual aid pacts with other governmental jurisdictions.

ARTICLE 36. CAR ALLOWANCE AND PARKING

SECTION 1. CAR ALLOWANCE

On the occasion of being temporarily transferred from one Engine House to another by reason of the necessity to balance the City's firefighting capability, an employee shall be paid \$3 as a reimbursement and will provide his/her own transportation incidental to such transfer. In the event an employee has no acceptable means of transportation available, the Battalion Chief shall arrange for the employee's transfer, and the employee will forfeit the \$3 payment.

The payment for travel pay will be by means of a check on a quarterly basis.

SECTION 2. PARKING

The parties agree to meet and explore alternative transportation incentives. The purpose of these meetings will be to see if incentives can be provided to avoid driving personal vehicles to work.

ARTICLE 37. RESIDENCY

SECTION 1.

The fire department will not be subject to a residency requirement.

SECTION 2.

Fire suppression employees who reside outside the Grand Rapids city limits who have a scheduled duty day on an election day have two options for voting. First, the employee may vote by absentee ballot. Second, the employee may arrange to have another employee voluntarily hold over their shift to cover for the employee while he/she votes. No overtime payments will be made to persons who hold over in this situation. An employee who arranges a holdover is required to vote as soon as the polls open and to report to duty immediately after voting.

For fire suppression employees who reside within the Grand Rapids city limits, the current practice will continue. Such employees are required to vote as soon as the polls open and report for duty immediately after voting.

ARTICLE 38. TRADE TIME PROCEDURE

SECTION 1. TRADING OF WORK DAYS

An employee shall be allowed to trade an unlimited number of days with another employee in accordance with the administrative procedures of the Fire Department. It is expressly understood that during the first 12 weeks following assignment after graduation from the Fire Training Academy recruits shall be limited to trading or exchanging time with other recruits from his/her class. If such trades or exchanges are made by recruits they must be taken and paid back during the initial 12 week rotation. No acting assignment pay shall result for any of the individuals involved in such a voluntary exchange of duties and time. No acting assignment pay shall be lost as a result of trade times.

SECTION 2. TRADING OF LEAVE DAYS

An employee shall be allowed to initiate the exchange of leave days (L-days) with another employee in accordance with the administrative procedures of the Fire Department. It is expressly understood that during the first 12 weeks following assignment after graduation from the Fire Training Academy recruits shall be allowed to trade L-days with any other employee as long as the trades are completed within the appropriate L-day cycle and the initial 12 week rotation.

SECTION 3. COMPLIANCE WITH FAIR LABOR STANDARDS ACT

All trades must be made in accordance with the Fair Labor Standards Act.

SECTION 4. PROCEDURE FOR TRADING TIME (24 HOUR SHIFT EMPLOYEES)

- A. 54 hour personnel shall be allowed to exchange unlimited time. All trades must be made in accordance with the Fair Labor Standards Act.
- B. Battalion Chiefs may require the request to them to be submitted on the "Exchange of Time Request" form.
- C. Individuals who agree to work an exchange of time become responsible for this time. In the event they are unable to work this time, for any reason, it will be their responsibility to arrange for someone else to work in their place. Failure to comply shall result in an investigation by the Fire Chief and may result in disciplinary action, suspension of trade time privileges as provided in subsection F below, and/or other sanctions which shall be applied within 90 days of the failure to report for an exchanged time.
- D. 54 hour personnel will be allowed to initiate leave day trades.
- E. Any trade request that will result in a combination of three or more employees off a company on the same day may not be allowed, unless the trade is between members of the same company.
- F. Abuses of exchange time provisions may result in the suspension of this privilege for the abusing employee for up to one year.

ARTICLE 39. UNIFORMS & CLEANING ALLOWANCE

SECTION 1. UNIFORMS & EQUIPMENT

It is agreed that Management will consult with the Union with respect to the quality of the below listed articles of uniform and protective equipment for purchases made during the life of this Agreement. It is further agreed that all replacement of said uniforms and protective equipment shall be made on an "as needed" basis. It is the intent of Management that the quality of said uniforms and protective equipment will be such as to provide reasonable and adequate durability and safety protection.

Uniforms and Equipment Listing:

Work Uniforms	Fire Coat
Fire Boots	Fire Helmets
Working Gloves (Insulated)	Combo Jacket
Winter and Summer Hats	Four (4) T-shirts
Polo Shirts	Two (2) Job Shirts

In lieu of Management providing each individual with a dress uniform, the Department shall maintain a bank of 50 dress uniforms of various sizes, to be used on occasions when dress uniforms are determined to be necessary or appropriate.

SECTION 2. WORK UNIFORMS

Management agrees to provide four sets of work uniforms per employee. Such uniforms shall bear "Maltese Cross" patches.

ARTICLE 40. WORKING AGREEMENT

SECTION 1. PARTICIPATION

The members of the Grand Rapids Fire Department who are represented by the Local #366 Bargaining Unit do hereby agree to participate in a Working Agreement herein set forth as follows. The provisions of this Article do not apply to personnel who are serving their original entrance probationary period.

SECTION 2. PURPOSE

- A. To maintain a participating member on the payroll in the event of an off-duty illness or injury resulting in a disability that would extend beyond their accumulated sick leave and vacation benefits and is unable to perform any light duty work. To provide this protection until the member:
1. Is approved for return to duty by the City Physician; or
 2. Has used the maximum time benefits provided under this Agreement; or

3. Until the end of the calendar year in which the member attains 40 years of credited service for those employees hired before July 1, 1992, or thirty-five (35) years of credited service for those employees hired on or after July 1, 1992.

SECTION 3. LIMITATIONS

- A. This Working Agreement, when activated for an individual, may provide a maximum of one year of protection for any specific illness or injury. The specific illness or injury must be listed on the member's personal physician's statement provided by the Deputy Chief's office. Upon request, the Union President will be allowed to review the personal physician's statement.
- B. The Working Agreement will not be utilized for any case involving an off-duty illness or injury incurred in the course of off-duty supplemental employment.
- C. Probationary employees shall have their probationary period extended for an equal period of time when this Working Agreement is activated for such employee.
- D. Under no circumstances shall an employee be permitted to derive benefits under this provision while otherwise employed.
- E. In the event that benefits are derived under this provision and the employee's injury or illness is subsequently determined to be duty incurred and subject to the Worker's Compensation Act, the employee shall make restitution to the members who worked in the employee's behalf.
- F. The City Physician will re-evaluate the employee every three months to confirm their eligibility for remaining on the Working Agreement. A copy of the evaluation will be provided to the City.

SECTION 4. ACTIVATION

- A. This Working Agreement will be activated for any member of the bargaining unit who has exhausted all of his/her accumulated sick leave and vacation benefits for any illness or injury which complies with the provisions of this agreement, and is unable to perform light duty. The parties acknowledge that the City's past practice of administering the working agreement has been to initiate the agreement solely upon information provided to management (from the City's Physician) that an employee cannot work at all as a result of an off-duty injury or illness and has exhausted all of his/her paid leave. The parties agree that the City will secure approval from the Union prior to implementing the Working Agreement.
- B. The decision to activate the agreement for an individual shall be made by the City Physician. The City Physician will review the member's personal physician's statement and other relevant information in determining that the member is incapacitated for duty or light duty. The member requesting activation must sign a medical waiver allowing the City access to medical documentation regarding the specific illness or injury giving rise to the request.

- C. The decision to terminate benefits for an individual shall be made by the City Physician, upon his/her determination that the individual is fit for duty.
- D. In order to allow sufficient time to activate the agreement, the following provisions shall apply:
 - 1. If an individual has less than 6 full days (if assigned to the 54 hour week) or 12 full days (if assigned to the 40 hour week), of accumulated sick leave that will require the activation of the agreement, the first 3 days of coverage under this Working Agreement will be made with "Trade Day" provisions with the first 6 persons on the Working Agreement list.
 - 2. Any member who utilized the "Trade Day" pay back provisions under item number "D1" above will be credited as working a regular rotation under the agreement.
 - 3. In the event that an individual, for any reason, does not return to duty, the individual working the "Trade Days" will be credited as working a regular rotation under the agreement.

SECTION 5. ADMINISTRATION

- A. The Working Agreement shall be jointly administered by the Union and the Fire Chief or his/her designee. A rotation list shall be established and detailed records kept of each individual's participation in the agreement. These records will be made available to any officer of Local #366 at any convenient time.
- B. The cost of meals, house dues, and other expenses incidental to the employee's position shall be borne by the incapacitated member during the period of the member's absence.
- C. Any dispute arising out of the interpretation or applications of the provisions of this Article shall be resolved by means of negotiations between the parties.
- D. The parties recognize that the workers' compensation process is the legal process which ultimately adjudicates claims of work related injuries or illnesses. Therefore, the parties acknowledge that the City's not implementing the working agreement is in no way an admission that the injury/illness is work related. In addition, such an act by the City should not be construed as a waiver or forfeiture of the City's right as the employer to contest any workers' compensation claim.
- E. The Union agrees and assures the City that its approval or disapproval of implementation of the working agreement will not be arbitrary or capricious and it will not be based on any illegal reasons (i.e. discrimination). The Union will hold the City harmless in any challenge to the Union's decision to disapprove the implementation of the working agreement.

SECTION 6. IMPLEMENTATION

- A. Actual implementation of this Working Agreement shall be as follows:

1. The 54 hour person working on an assigned day shall either report to the station of the incapacitated member to voluntarily work for that member or to elect to have 12 hours deducted from his/her sick leave bank or 4 hours deducted from his/her vacation bank. Such election shall be made no later than 20:00 hours on the preceding calendar day. When a 54 hour scheduled member reports for work under this agreement, the member shall work a 12 hour shift, with 2 members covering a 24 hour shift.
2. If an officer, or rated individual, is the working member, they will be utilized somewhere in the Department in their rated capacity whenever possible, but such assignment shall not disrupt acting assignment pay situations.
3. All individual's reporting for work shall do so with all necessary protective clothing and equipment necessary to perform in their assigned capacity.
4. When a 40 hour scheduled member reports to work, the member shall either work 8 hours or have that time deducted from his/her vacation or sick leave banks. Three 40 hour scheduled members shall be teamed together to complete the 24 hour shift.
5. 40 hour personnel who are assigned to work under the Working Agreement will be scheduled in the order they appear on the list, but will be assigned on a shift that is most conducive to the needs of service. This work will be completed within a 90 day time period from the date the name appears on the schedule. It is understood that such assignment may not be in exact calendar order with those employees who work in other areas in order to meet those needs of service.

SECTION 7. NO COMPENSATION

It is agreed and understood that when this Article is applied, working members shall not be compensated in any way. They are working on behalf of the incapacitated member in order that that member may be maintained on the payroll as if working.

SECTION 8. MILITARY DUTY

In recognition of the economic and social dislocations resulting from the activation of military reserve unit members, the parties agree that any member of the bargaining unit who is inducted into any branch of the United States Armed Services or who is a member of a reserve unit and is called to full time active military service may be eligible for the application of the benefits of this Working Agreement. Such benefits shall apply only if sufficient volunteers are available to work the member's scheduled shifts and such benefits shall be limited to a total of two (2) months' time.

ARTICLE 41. LIGHT DUTY

SECTION 1. PROCEDURE

The following provisions shall establish the criteria and procedure to be used in determining the duty status of employees in the uniformed Fire Service who are disabled.

SECTION 2. MEDICAL DETERMINATION

The City physician shall determine the extent of the disability and the degree of physical limitation as it relates to the job duties of the employee. If the employee is found to be incapable of

performing the required regular job duties, the City Physician will consult with the Fire Chief. The City Physician shall determine whether or not an employee shall be assigned to light duty, consistent with the limitations of the employee.

SECTION 3. LIMITATION

Light duty assignments shall be limited to not more than 4 employees at any given time (not counting undisputed workers' compensation assignments). Light duty assignments shall be limited to a total of 12 months consecutive or in the aggregate. An employee on light duty shall be compensated at his/her regular rate of pay, regardless of the duty assignment. Management reserves the right to retain an employee on light duty in excess of 1 year when such action is determined to be in the best interest of the City.

ARTICLE 42. WORK WEEK AND WORK DAY

SECTION 1. WORK WEEK

- A. Regular full-time employees in the Fire Department, excluding Deputy Fire Chiefs, Fire Captain-Building/Fleet Maintenance, Assistant Fleet Maintenance Supervisor, Fire Marshall, Fire Captain-Prevention, Fire Lieutenant-Prevention, Fire Lieutenant-Hazardous Materials Planner, Fire Captain-Strategic Planning, Fire Lieutenant-Strategic Planning, Fire Chief-Training, Fire Captain-Training, Fire Lieutenant-Training, Fire Captain-EMS and any other positions mutually agreed upon, are normally scheduled to work 2818 hours in a calendar year. The normal work week for these employees consists of an average of 54 hours including meal periods. An actual work week for these employees may include more or less than 54 hours to adjust for peak demands for service, or assignment to a 40 hour work week when necessary for administrative duties.
- B. Employees in the classification of Deputy Fire Chief, Fire Captain-Building/Fleet Maintenance, Assistant Fleet Maintenance Supervisor, Fire Marshall, Fire Captain-Prevention, Fire Lieutenant-Prevention, Fire Lieutenant-Hazardous Materials Planner, Fire Captain-Strategic Planning, Fire Lieutenant-Strategic Planning, Fire Chief-Training, Fire Captain-Training, Fire Lieutenant-Training, Fire Captain-EMS and any other positions mutually agreed upon are normally scheduled to work 2080 hours in a calendar year. The normal work week for these employees consist of 40 hours, excluding meal periods. Qualified employees in these classifications may be temporarily assigned fire suppression duties based upon the needs of the service.

SECTION 2. WORK DAY

- A. The schedule of employees required to work an average 54 hour work week as set forth above shall be as follows: 1 day on, 1 day off, 1 day on, 1 day off, 1 day on, and 4 days off. In the 28 day work cycle where there would be 10 duty days, one "L" day off work is scheduled to have the employee actually scheduled to work on 9 duty days.
- B. Employees required to work a 40 hour work week, as set forth above, shall work 8 hours per day, 5 days per week, unless regularly scheduled otherwise.

- C. The shift starting time for personnel assigned to the 54 hour work week will be 0700 hours. The shift starting time for personnel assigned to the 40 hour work week will be 0800 hours or determined by the Fire Chief, the supervisor, and the employee. If agreement cannot be reached the Fire Chief and the Union will meet and resolve the matter.

ARTICLE 43. LEGAL COUNSEL FOR LIABILITY

Management shall provide each employee with legal counsel for acts in the course of his/her employment which gives rise to a cause of action under any civil or criminal action. The foregoing shall not apply to any cause or action arising out of:

- A. Ultra vires (unauthorized) acts;
- B. Gross negligence or willful misconduct;
- C. Actions taken while under the influence of intoxicating liquor or controlled substances; or
- D. Workers' Compensation claims, grievances, or other claims made against the City of Grand Rapids.

ARTICLE 44. ACTING ASSIGNMENT

SECTION 1. LONG TERM

- A. Acting assignment shall mean an assignment for a limited time to a position class as determined by the needs of the service; such assignment not involving promotion, demotion or change of status, notwithstanding any provision or rule to the contrary. Acting assignments, when utilized to fill a permanent vacancy, shall be made from 1 of the 3 most senior persons (department seniority) on the existing eligible lists or most recent eligible lists, for the position within 15 days of the onset of the vacancy. Acting assignment with the potential of 30 days or more shall be filled from 1 of the 3 most senior persons on the existing eligible lists or most recent eligible lists for the position. This shall not include vacation periods. This provision shall be implemented within 15 days of the position opening.
- B. In the event that multiple assignments result in the necessity to consider more than the three most senior persons (department seniority) on the existing or most recent eligible lists, those individuals who complete their assignments will replace the last person assigned from an older eligible list and thereafter that person assigned who stood lowest on the same eligible list, provided that such replacement procedure shall not be implemented if the remaining period of assignment is likely to be less than three weeks.
- C. When the promotional examination procedure of the Civil Service Board results in the establishment of a new eligible list, existing acting assignments shall remain in effect as required if promotions are contemplated within 30 days following the establishment of the

new list. Thereafter, existing acting assignments shall be terminated and any continuing need for acting assignment will be met utilizing the new eligible list.

- D. The exception to long term assignment procedures related to vacation leave shall not apply in situations involving combined use of sick leave and vacation when it is anticipated that the incumbent will not be subsequently returning to active duty.
- E. In the event that multiple assignments result in the necessity to consider more assignments than the existing eligible list accommodates, the one previous list shall be available for use in determining long term acting assignments. If the existing and previous lists are insufficient to accommodate acting assignment needs, then the department's short term certification procedure is to be utilized.

SECTION 2. SHORT TERM

- A. One (1) additional hour of pay at the Battalion Chief regular rate shall be provided to the South Battalion Chief (or other trained personnel as provided in item #3 below) when the duties of determining daily staffing are carried out during the twenty-four (24) hour shift. If the South Battalion Chief is not available to perform these duties during the full twenty-four (24) hour shift, they shall revert first to the North Battalion Chief, next to the voluntarily trained Fire Captain in the short term acting assignment to Battalion Chief, and then to a Deputy Chief and/or the Fire Chief. If the Deputy Chief is required to complete the daily staffing they will receive one (1) additional hour of pay at the Deputy Chief regular rate.
- B. It is expected that the duties of determining daily staffing will be required during limited duty hours between approximately 20:00-22:00 and again between approximately 05:00-07:00.
- C. Training shall be provided to all Battalion Chiefs and all newly promoted Battalion Chiefs and on a voluntary basis to any Fire Captain.
 - 1. Short term acting assignments, for the purpose of balancing daily manpower, will utilize "certification" and "seniority" as factors in determining who will fill in at a higher rated position. Acting assignments will be made from the most senior person who is certified to fill in at the higher rated position.
 - 2. Daily callback and short term acting assignments will be based on the Telestaff roster as of 20:00 on the preceding day. In preparing for the next day, a determination will first be made to see if overtime is necessary and what rank(s) will be called back. If it is determined that callbacks are necessary for the following day's staffing, calls will be made during the 20:00-22:00 period or after 05:00 the next morning. Earlier attempts for callback may be made before the 20:00 – 22:00 period, provided such early callback attempt is stopped at the point where the phone calls fail to make direct contact with the employee. In such case the callbacks shall resume at approximately 20:00 at the point where they had been stopped. The intent of the above staffing process is to have assignments

finalized sufficiently in advance of the 07:00 reporting time to allow suppression personnel knowledge of where they are required to report for work.

3. Staffing changes reported after 20:00 hours will be dealt with separately. The new staffing information will not change the assignments and callbacks already determined during the post 20:00 hour preparation with the exception of rated personnel who are returning to duty. In this instance, acting assignment personnel will be returned to their regular assignment(s).
 4. In the absence of both the regularly assigned rated person and the designee for that particular position on a company, "certified" individuals will then be considered for short term acting assignment. Personnel can only be "designated" for one particular position on their own company.
 5. In seeking certified personnel for a short term acting assignment position when an Officer or E.O. are gone and it is not filled by a callback person, it will be filled in the following order.
 - The designated person from that machine;
 - The senior certified person currently on that machine;
 - The senior, per department seniority, person traveling in own rank class.
 - The senior certified person on the "Willing to Travel" list;
 - The least senior certified person on the "Not Willing to Travel" list.
 6. Certified individuals must travel when a vacancy and a need exist. Travel in this situation means leaving ones regular company to perform acting assignment duties on another company. Personnel must fill out a travel preference list in descending order of fire companies that they wish to travel to for acting assignment. All Grand Rapids Fire Department companies must be on this list.
 7. In exchange time situations, the person replacing an individual must be certified for the permanent assignment of the person being replaced. In the absence of certification, a voluntary change of assignment within the company or station which is approved by the officers of the involved companies shall be permitted. No acting assignment pay shall result for any of the individuals involved in such a voluntary exchange of duties and time.
 8. Certification of drivers for specialty vehicles such as HazMat 1, ADV, SV 1, Mini 1, B-Units, Utility and River Rescue units is not required. The driver will be determined by the officers responsible for that particular vehicle. Acting assignment for driving these vehicles will not be paid.
- D. When filling vacancies for daily staffing, the following order shall be observed:
1. Designees for all ranks
 2. Officers
 3. E.O.'s
 4. Firefighters

- E. In the event a Fire Company is closed resulting in the need to travel Rated personnel, the rated person(s) will be treated as being on the "Willing to Travel" list in their respective rank according to their seniority number. In the event that there are not enough openings to accommodate the displaced Rated Person due to persons with more seniority being utilized, the Rated Person will "bump" the last person who would otherwise have been utilized by seniority in their respective rank. (A person who would have otherwise been traveled according to their seniority to a higher rated position is not required to travel in their respective rank if their company is closed.)
- F. In the event that a fire company is "re-opened", a reasonable effort will be made to place the original members back on their own company.
- G. If a discrepancy exists after the staffing is completed, the Battalion Chief and steward will attempt to remedy the discrepancy.

SECTION 3. CERTIFICATION AND DECERTIFICATION

- A. Effective April 28, 1992, any new certification for Truck E.O. and Engine E.O. will be combined into the single certification of Certified E.O. In order for new personnel to be certified, they will have to successfully complete the certification tests for both Engine E.O. and Truck E.O. These individuals will specify their travel preferences annually and separately for Engine E.O. and Truck E.O. once they are certified. Any employee hired after July 1, 2009, shall be required to achieve his/her officer and equipment operator certifications within a period of six (6) years from date of hire, unless there are legitimate reasons to grant an exception to this requirement. Exceptions may be reasonably granted by the certifying authority designated by the Fire Chief.
- B. Only those employees who have successfully completed the actual required certification to operate the apparatus shall be qualified.
- C. Any certified individuals whose subsequent performance is considered unsatisfactory may be recommended for decertification or for temporary suspension of their certification. Their company or battalion officers must note and document in writing continued poor performance. In such circumstances, the affected employee shall be formally advised of their need to improve each time such documentation takes place and shall be provided, when appropriate, any necessary training to improve their performance to a satisfactory level. The Training Division will render any decision to suspend or permanently remove an individual's certification for unsatisfactory performance.
- D. Individuals requesting decertification or temporary suspension of their status will be dealt with on a case by case basis. The individual must put in writing and may be requested to interview as to the reason for such a request. The Fire Chief or his/her designated representative will render the decision to remove the individual's certification in such circumstances.
- E. Effective April 28, 1992, personnel who voluntarily decertified under the previous "certification" program may recertify themselves within a period of one year of voluntary decertification through written application to the Training Division.

- F. Actions of the Training Division related to both decertification and to special certification may be appealed to the Acting Assignment Committee who will review the circumstances and make the appropriate recommendations to the Fire Chief for final determination. The Acting Assignment Committee will consist of a Deputy Fire Chief, Fire Training Officer, Fire Captain-Fleet Maintenance, a Fire Suppression Officer, a Fire Equipment Operator, and a Fire Fighter. The Union will recommend three individuals from each Fire Suppression Division class to the Fire Chief for consideration as appointees to the Committee. The Fire Chief will decide on the persons assigned to the Committee.

SECTION 4. COMPENSATION

- A. If an employee works on acting assignment or a series of acting assignments to a higher or lower position class pursuant to a written order from Management, he/she shall be paid at the higher or lower rate beginning on the first day or fraction thereof of each work assignment.
- B. An acting assignment to a lower position class may be utilized in the event an employee is unable to perform the duties of his/her regularly assigned position class by reason of loss of Motor Vehicle Operator's license.
- C. Duration of acting assignment shall be determined by the needs of the service.
- D. Bargaining unit members shall be paid for all hours actually worked on acting assignment rounded up to the nearest hour.
- E. Any individual on long term acting assignment will continue to receive acting assignment pay even though he/she may be on sick leave, vacation, or L-day. Management reserves the right to terminate such pay for those individuals who may be on extended sick leave.

SECTION 5. ABSENCE OF FIRE CAPTAIN

When a Fire Captain is absent from his/her normal work assignment because of sick leave, L-day, Worker's Compensation, vacation, short term acting assignment, or any other approved leave of under 30 days, short term acting assignment pay will be administered according to the rules listed below.

- A. The senior Fire Lieutenant (by rank seniority) on that fire company will receive short term acting assignment pay for any duty shift the Lieutenant is actually on duty and works during the absence of the Fire Captain (i.e. after the absence of the Fire Captain actually occurs and before his/her return).
- B. In the event that the Fire Captain of that fire company is gone and the senior Fire Lieutenant is also gone from duty (for reasons stated above), the junior Fire Lieutenant will receive short term acting assignment pay for any duty shift the junior Fire Lieutenant is actually on duty and works during the absence of the Fire Captain and senior Fire Lieutenant (i.e. after their absence actually occurs and before they return).

- C. In the event that the fire company involved in such a situation has two long term acting assignment Fire Lieutenants, departmental seniority shall be used to determine which is senior of the two in providing short term acting assignment pay as described above.
- D. If all three regular or long term acting assignment fire company officers are gone, there will be no short term acting assignment pay provided to the rank of Fire Captain for any of the short term acting officers that fill in during his/her absence.
- E. If any overtime callback Fire Captain is utilized to replace a Fire Captain of a fire company, then such callback will be considered to be sufficient for the performance of required Fire Captain duties and no short term acting assignment pay to Fire Captain shall accrue for that day.

ARTICLE 45. PENSION

SECTION 1. ORDINANCE REFERENCE

- A. The pension plan as amended shall remain in full force and effect, until otherwise provided by this Agreement.
- B. The pension plan shall have a thirty (30) year amortization period cap.

SECTION 2. PENSION ORDINANCE AMENDMENTS

- A. Amend the minimum duty and non-duty disability allowances for such retirements occurring after July 1, 1989, in accordance with the correspondence dated June 5, 1989, from Gabriel, Roeder, Smith and Company's, Mr. Norman L. Jones.
- B. Amend the deferred pension provisions of the ordinance to permit a fund member to defer pension and delete requirement of deferral until age 55. Also delete prohibition of pension benefit for eligible survivors in the event of the death of the member prior to application for deferred pension.
- C. Include all W-2 supplemental earnings as participating earnings in accordance with the actuarial report. Members will contribute to the pension fund on the basis of their own covered pay; however, at retirement the adjustment to Final Average Salary will be based on the average amount of previously excluded earnings for all members of the department. This provision is effective July 1, 1991, and the first year average will be determined on the basis of the average for the preceding three years. Thereafter, the average will be based on the preceding four and finally five years' experience per the actuarial report.
- D. Duty Related Death Benefit - Effective July 1, 1991: Establish the minimum duty related death benefit at 72% of Final Average Salary.
- E. Duty Disability Pension - Effective July 1, 2001, all employees shall be entitled to a minimum duty disability benefit of no less than 72% FAS or age and service, whichever is greater.

- F. Non-Duty Disability Pension - Effective July 1, 1991: For members becoming disabled with less than 20 years of service, base the benefit on service projected to the earlier of (1) the date the member would have completed 20 years; or (2) age 50. For members becoming disabled with between 20 and 25 years of service, base the benefit on service projected to the earlier of (1) the date the member would have completed 25 years; or (2) age 50. For members retiring after completing 25 years of service, base benefit only on accrued service.
- G. Pension Purchase: Employees shall be permitted at their option to purchase up to 2 years of credited service at the total expense of the employee. The cost per year is 17.84% of the employee's current covered compensation. This will be effective for employees of record as of and after July 1, 1991. Effective July 1, 1994, the cost per year for purchasing credited service shall be determined on a separate normal cost basis annually for Fire Fighters as provided in the Grand Rapids City Code under Title I, Chapter 7, Article 2, Section 1.243.(4). An employee who purchases service credit and is subsequently granted a duty or non-duty disability retirement shall upon request be refunded the purchase amount without any accrued interest. This provision shall be effective July 1, 2007. All payments shall be made in compliance with IRS regulations.

Effective January 10, 2012, employees shall be permitted to purchase up to four (4) years credited service at the actuarial rate and at the employee's cost. The additional years count towards pension service only; the purchased service credit does not apply towards pension vesting purposes and retiree health care.

- H. 2.7% Pension Multiplier: Amend the pension ordinance to reflect the following:
1. All employees hired before July 1, 1992, can utilize one of the following formulas at retirement:
 - a. $2.5\% \times \text{Years of Service (max. of 40)} \times \text{FAS}$
 - b. $2.7\% \times \text{Years of Service (max. of 35)} \times \text{FAS}$
 2. All employees hired on or after July 1, 1992, will utilize the following formula at retirement:
 $2.7\% \times \text{Years of Service (max. of 35)} \times \text{FAS}$
 3. For employees hired prior to July 1, 1992, there will be a 100% cap for employees utilizing the $2.5\% \times \text{Years of Service (max. of 40)} \times \text{FAS}$ formula and a 94.5% cap for those employees utilizing the $2.7\% \times \text{Years of Service (max. of 35)} \times \text{FAS}$ formula; there will be a 90% cap for employees hired after June 30, 1992 (ability to retire without actuarial reduction upon reaching cap).
 4. Additional compensation items (all W-2 supplemental earnings) earnings adjustment to final average salary (FAS), as provided under Section 2(C) above shall utilize an overtime amount of four and two-tenths percent (4.2%) of the employee's base salary rate. Effective September 12, 2011 (the date of the issuance of the Act 312 award), the annual overtime amount for purposes of final

average salary (FAS) shall be the actual overtime paid in that year. FAS shall be determined by using four years under the 4.2% FAS factor and one year under the actual overtime amount. For each subsequent year, the FAS factor will include one less year under the 4.2% FAS factor and one more year under the actual overtime amount until all five years are calculated under the actual overtime amount. Additionally the individual employee at his/her discretion may include up to six (6) days of vacation when cash payment in lieu of unused vacation is made for that number of days or greater upon termination under the provisions of Article 20, Section 5(F) or (G) in his/her FAS. This provision shall be effective on September 12, 2011 (the date of the issuance of the Act 312 award).

- I. At the conclusion of negotiations for the contract effective July 1, 2001, the parties agreed to provide a window of opportunity until June 28, 2002, for employees hired prior to July 1, 1992, with up to 37 years of service to select a pension multiplier of 2.7%.
- J. Effective July 1, 2001, the pension ordinance shall be amended to reflect an employee contribution rate of 3.20% and based upon the over-funding, if any, within the Police and Fire Pension System, the following table shall apply:

<u>Pension Funding</u>	<u>Employee Contribution</u>
Below 100%	7.20%
100% - 109.999%	6.20%
110% - 114.999%	5.20%
115%+	3.20%

Effective July 1, 2012, the employee contribution rate shall be 5.70%. Effective January 1, 2013, the employee contribution rate shall be 6.7%. Effective July 1, 2013, the employee contribution rate table shall apply:

<u>Pension Funding (as has been calculated in the past)</u>	<u>Employee Contribution</u>
Below 100%	10.70%
100% - 104.999%	9.70%
105% - 109.999%	8.70%
110% - 114.999%	7.70%
115%+	6.70%

- K. At the conclusion of negotiations for the contract effective July 1, 2003, the parties agreed that the City can change the actuarial valuation date for the Police and Fire Retirement System from June 30th to December 31st with the first evaluation to be done as of December 31, 2003 for use in determining employer and employee contributions for fiscal year beginning July 1, 2004. In exchange, the parties agreed to the following gain sharing measures:

- 1. A one-time payment in the amount of \$500 per member.
- 2. A modified pension contribution chart as listed below:

Below 100%	7.20%
100% - 104.999%	6.20%

105% - 109.999%	5.20%
110% - 114.999%	4.20%
115%+	3.20%

- L. Trade of 13th Check for a Simple Non-Compounding Escalator: Effective May 12, 2009, for retirees retiring on or after July 1, 2007, a trade will be implemented by eliminating the 13th check (a benefit given up under Grand Rapids City Code, Chapter 7-Pension and Retirement Benefits, Article 5-Thirteenth Check Supplement-Police and Fire Pension System) and creating a simple non-compounding escalator at one and one-half percent (1.5%) annually with a two (2) year wait after date of retirement (a benefit gained), commencing as of January 1st or July 1st of each calendar year falling most nearly on or after the retiree's retirement anniversary date. This trade is considered to be cost neutral based upon the Retirement System actuary's valuation of October 19, 2007, which determined the value of the 13th check and the cost of the escalator to be approximately five percent (5%) using a thirty (30) year period. Retirees retiring on or after July 1, 2007, who receive the simple non-compounding escalator benefit in lieu of the 13th check would be counted for purposes of determining 13th Check payments for those who do qualify.
- M. For fiscal years 2010, 2011, 2012, and 2013, the employee contribution rate for fire fighter members of the Police and Fire Retirement System shall not be raised to the percentage funding pension contribution rate which would otherwise be required by Section K2 above and shall be kept at the rate of 3.20% (which currently equates to a system funding level of above 115%) for those four (4) fiscal years regardless of the annual valuation results.
- N. Regardless of the actuarially determined contribution calculation, the Employer shall make a contribution to the Pension System of no less than 3% annually.
- O. Employees hired on or after January 10, 2012 will have a pension multiplier at the rate of 2.0% and have an employee contribution the same as the fire employees hired prior to that date unless they elect to purchase an increased multiplier.

Employees will be given a one-time, irrevocable option to elect to have an alternative multiplier of 2.2%, 2.4%, 2.6%, or 2.8% with the cost paid solely by the additional employee contribution and shall be based on the actuarial cost at the time of election. This election must be made no later than the fifth year from the date of hire and will thereafter be irrevocable. The additional cost associated with the alternative multiplier will be a fixed amount that will not be modified for the employee after his/her election. The actuarial cost will be adjusted at time of election as part of the five (5) year experience study.

The rate of the employee contribution for employees hired on or after January 1, 2012, shall be the sum of the rate listed in the first paragraph of this section as it may vary from year to year, and the rate determined at the time of election of an alternative multiplier as provided in the second paragraph of this section.

P. INCREASE IN THE PENSION MULTIPLIER

- 1. Effective July 1, 2012, the pension multiplier, as provided in this Article under Section 2(H), shall be raised from 2.7% to 2.8%.

2. The actuarially estimated cost of this benefit improvement (using a thirty [30] year amortization of such cost) is 1.01%. That cost shall be shared by the bargaining unit members by increasing the employee contribution rate by one-half of one (1) percent (.5%) effective July 1, 2012. The rate of 4.20% (if still applicable under Section 18 above of this Article) shall thereafter be reduced to 3.70%; or, if the rate has already been reduced to 3.20% under the provisions of Section 18 above, the employee contribution rate shall be as provided in the pension ordinance amendments herein utilizing the applicable table which provides the applicable employee contribution percentage based upon the pension funding level percentage.
3. The parties agree that the issue of the cost and effective date of the 2.8% multiplier increase, and provided herein, shall not be the subject of further negotiations for the subsequent collective bargaining Agreement covering a period of July 1, 2010 through the negotiated effective ending date of such Agreement, nor shall either party have the right to submit such an issue to binding interest arbitration through Public Act 312 of 1969 (MCLA 423.231 through 423.247) for that same contract period.

ARTICLE 46. DRESS CODE

SECTION 1. PROCEDURE

All personnel are to maintain compliance with the Grand Rapids Fire Department Standards of Dress and Appearance at all times when they are on duty and/or in the Fire Department uniform.

Personnel not in compliance with these standards are to be verbally notified of their lack of compliance by their regular company officer or acting company officer, or if necessary by their Battalion Chief, when the lack of compliance first occurs.

Personnel notified of their lack of compliance are to correct that situation before reporting for duty their next duty day unless a unique hardship exists which prevents timely compliance.

The immediate supervisor is responsible and will be held accountable for assuring that compliance occurs within the mandated time frame unless the Battalion Chief has specifically authorized in writing, a longer time frame for compliance due to some special hardship or circumstance.

If an individual fails to correct the lack of compliance within the required time frame, his/her immediate supervisor is to forward a written report documenting the situation through the Battalion Chief, to the Deputy Fire Chief for consideration of disciplinary action.

Similarly, an individual who has failed to comply for a second time on the same particular element of the standards for which the individual previously had to receive notification is also to be reported.

In circumstances where there is a dispute over whether or not the employee is in compliance, the on-duty Battalion Chief will act as the first reviewer of the situation. In determining if there is compliance, the Battalion Chief is to at all times be fair and consistent in interpreting compliance with the standards.

After review by the Battalion Chief, if there remains a continuing disagreement as to whether there is compliance with the standards, the Battalion Chief shall forward a written report of the situation along with his/her recommendations in the matter, to the Deputy Fire Chief for his/her review. In making his/her final determination in the matter, the Deputy Fire Chief shall review the matter and if necessary meet with the involved parties to develop a clear understanding of the situation before he/she makes a final determination on the matter.

An additional responsibility of the Deputy Fire Chief is to develop, maintain, and distribute a list or description of those items such as shoes, boots, sweaters, vests, etc. that are considered approved under the Standards of Dress and Appearance.

While it is the goal of this policy to assure a uniform dress and appearance for all personnel, and to assist personnel in achieving that uniform appearance, individuals that fail to comply with these standards or this procedure will be subject to disciplinary action.

SECTION 2. STANDARDS OF DRESS AND APPEARANCE

The following items represent the required Standards of Dress and Appearance for personnel of the Grand Rapids Fire Department while they are on duty and/or in the Fire Department uniform. Wherever an item is required to be approved, it is intended that such approval shall be in advance of the use of the article and with the approval of the Deputy Fire Chief.

Articles described or noted as approved on a list developed, maintained, and distributed by the Deputy Fire Chief, shall be considered as compliant with these standards.

A. Uniform Shirts

1. Only uniform shirts with shoulder patch are permissible.
2. All buttons on uniform shirt must be closed except for top button collar.
3. Buttons on shirt pockets must be closed. Notebooks and etc. must fit within pocket so that pocket flap can be buttoned.
4. Cases for glasses should be carried in belt case, black in color.
5. Uniform shirts will be worn in a neat manner during all regular duty hours except as specified below:
 - a. Uniform shirts may be removed:
 - (1) when a chief officer in command at a fire scene has authorized removal of the regular uniform shirt because it is considered necessary to alleviate possible heat stress, etc., or
 - (2) inside a fire station after 1800 hours, or
 - (3) when specifically authorized by the Company Officer during a work detail that is best conducted without the regular uniform shirt, and
 - (4) only if a Department approved T-shirt is worn in the place of the uniform shirt.

B. T-Shirts

1. Only white T-shirts, plain dark blue T-shirts, or those supplied by the Fire Department can be worn on duty.
2. In circumstances where the regular uniform shirt is removed and the T-shirt is exposed, only dark blue T-shirts supplied or previously approved by the Fire Department can be worn.
3. When wearing white T-shirts, the uniform shirt may not be removed.
4. Dark blue T-shirts with a small Maltese cross (4 inches or less) may be worn. No large insignias are permitted. G.R.F.D. on back of T-shirts is permissible.
5. No V-neck T-shirts are permitted. T-shirts must have crew neck.
6. No cut off sleeves are permitted.
7. No long sleeve T-shirts are permitted.
8. All T-shirts must be clean and well kept.

C. Combo Jackets & Job Shirts

1. Only combo jackets and job shirts supplied by or previously approved for use by the Department are permitted to be worn while on duty.

D. Hats and Caps

1. Only hats and/or caps supplied by or previously approved for use by the Department are permitted to be worn while on duty.
2. Uniform dress hats.
3. Issued summer ball caps only.
4. Issued blue knit winter hats only.
5. No other caps or hats will be allowed.

E. Gloves

Only gloves or other hand apparel supplied by the Department shall be worn while on duty.

F. Shoes or Boots

1. Shoes worn in conjunction with the Fire Department uniform are to be black in color, must be capable of maintaining a shine, and must be neat in appearance.

Only shoes of a type approved by the Department for wearing with a uniform will be allowed. Athletic type shoes will not be acceptable.

2. Shoes or boots will be made of leather or clarino, capable of maintaining a shine, plain top, no wingtips.
3. No canvas or canvas and rubber will be allowed.
4. Black plain loafers permissible. No tassels or other decorations allowed.
5. No athletic type shoes are to be worn except when engaged in physical fitness.
6. Shoes must be kept in good repair, neat, and reasonably shined.

G. Belts

1. Belts worn with the uniform are to be black in color with either a plain buckle or a buckle approved for wearing by the Department.
2. Buckles will be no larger than 3½ inches long and 2½ inches wide.
3. Lettering will be fire oriented, i.e. Maltese cross, fire vehicle engraving, etc.
4. No advertising of any brand product will be allowed.
5. Oversize oval buckle with Michigan State Firefighters will be allowed as a special exception.

H. Miscellaneous Pins, Stickers, and Insignias

1. Name tags supplied by the Department must be worn on the uniform shirt at all times. The name tag is to be placed just above the right pocket in a neat manner. Nothing kept in the pocket should result in blocking the view of the name tag.
2. Only patches, badges, and collar insignias supplied by the Department are approved for and required to be worn on uniform shirts.
3. A limited number of miscellaneous pins, stickers, and insignias may from time to time be approved for wearing on Department uniforms on the left breast pocket flap of the uniform shirt. When approved for such use, only one of these items shall be worn and in a neat manner that does not detract from the uniform appearance of the individual.
4. Miscellaneous items permanently approved for wearing on the Department uniform include:
 - a. An individual's most recent City service pin.
 - b. A United Way pin.

- c. A Red Cross blood donor pin or sticker.
 - d. An approved IAFF pin.
5. All other items except those specifically mentioned in this policy are prohibited from display on the Department uniform or firefighting gear.

I. Sunglasses

Sunglasses are permitted to be worn while on duty or in uniform only when it is necessary to protect one's eyes from glare or when prescribed by a doctor.

Sunglasses worn in compliance with this provision must be normal appearing in nature, not extreme in appearance, and not detract from the basic desire for a uniform appearance.

J. Civilian Clothing

Civilian clothing, when allowed or required to be worn, shall be neat and appropriate for the situation.

K. Jewelry

Any jewelry such as earrings, stick pins, etc. that might expose the individual to potential injury is prohibited.

One ring may be worn on each hand provided that the ring is not overly large or ornate and would not interfere with the rapid donning of protective clothing. A wedding set shall be considered to be a single ring for these purposes.

One necklace may be worn, but it shall not be in direct evidence and shall not be visible outside of the uniform shirt.

L. Cosmetics

Cosmetics may be worn by on-duty personnel as long as they do not have an extreme appearance, interfere with the rapid donning and seal of the SCBA facepiece, or in any way diminish the ability to perform any anticipated duties that might be assigned.

M. Socks and Undergarments

Socks and undergarments such as undershorts, panties, and brassieres must be worn at all times under the Department uniform and firefighting gear.

Socks must be plain blue or black in color and must be kept clean and presentable. White socks will be permitted only upon submission of a slip from a doctor.

Undergarments are to be of a color and type which do not result in their being visible through or under the uniform or firefighting gear.

N. Scalp Hair

Scalp hair shall be kept in a neat and clean manner, i.e. combed or styled except under adverse weather conditions or during emergency operations.

Hair shall:

1. Not obstruct vision.
2. Not interfere with donning of the SCBA facepiece or its seal.
3. Not interfere with the wearing of the normal uniform hat, cap, or helmet.
4. Be only of those colors which occur naturally.
5. Extend no lower than the bottom of the regular uniform shirt collar, or be secured off the collar and off the ear in such a way as to appear neat, and not interfere with hat, cap, or SCBA as discussed above.
6. Not require the use of ornamentation such as ribbons, bows, jeweled pins, combs, etc. unless such devices are plain in nature, conservative in style, and of a color similar to the hair.

O. Facial Hair

Facial hair must be kept clean and closely shaved. Facial hair is to be appropriately groomed and limited to mustaches and beards as described below:

1. Mustaches must be clean, trimmed, appropriate in size, not extreme in appearance, must not interfere with the donning or seal of an SCBA, and shall not extend more than one inch below the corners of the mouth.
2. Beards are prohibited except for a one inch by one inch goatee type beard which is permissible directly below the lower lip and which does not interfere with the donning or seal of an SCBA.

Sideburns must be clean, well-kept and not extend beyond the lowest part of the earlobe. Flared sideburns or any type which might interfere with proper donning or seal of an SCBA are prohibited.

The Dress Code as set forth will remain in force and effect for the life of this Agreement unless modified by the agreement of the parties.

ARTICLE 47. DRUG FREE WORKPLACE

SECTION 1. PURPOSE

- A. To establish and maintain a safe, healthy, drug free working environment for all employees in accordance with the Drug Free Workplace Act of 1988.

- B. To establish the terms and conditions of an employer assisted rehabilitation program for employees who voluntarily seek City assistance in overcoming any addiction or dependency problems related to alcohol or other drugs.
- C. To establish the terms and conditions of continued employment for employees found to be involved with the illegal use or possession of controlled substances.

SECTION 2. EMPLOYEE ASSISTANCE PROGRAM

- A. Any employee may utilize the services of the City sponsored, troubled employee assistance program for drug or alcohol dependency problems. Such assistance shall be treated as confidential and no employee will be subject to disciplinary action on account of voluntarily seeking such assistance.
- B. Rehabilitation is the responsibility of the employee. Treatment programs requiring medical treatment will be treated in the same manner as any other medical problem with respect to sick leave, vacation leave, leave of absence without pay, and health insurance coverage consistent with applicable policy provisions and practices.
- C. Upon successful completion of treatment and unrestricted release for work, the employee will be returned to active duty status.

SECTION 3. PRESCRIPTION DRUGS

- A. Employees who are obliged to take a prescription drug(s) under the direction of a licensed medical practitioner shall advise their superior upon reporting to duty that they are under the influence of or are required to take prescription drugs or internal medicine that may affect their work performance. When an employee is required to take prescription drugs or other medicine, a physician's statement may be required indicating whether or not the employee can perform his/her regularly assigned duties.
- B. No prescription drug shall be brought upon Fire Department premises by any person other than the person for whom the drug has been prescribed for by a licensed medical practitioner, and shall be used only in the manner, combination and quantity prescribed.
- C. No employee who complies with items "A" and "B" above with respect to a particular prescription drug or other medicine can be disciplined or required to attend an employee assistance program on account of that particular prescription drug or other medicine.

SECTION 4. PROCEDURES FOR TESTING

- A. The City may require employees to submit to a test for illegal drugs, prescription drugs, or alcohol under the following circumstances:
 - 1. There is reasonable cause to suspect that the employee to be tested is using or has used a controlled or illegal substance contrary to the provision of the Article.

2. Reasonable cause is defined to mean objective and specific facts including personal observations by witnesses of the suspect person's appearance and behavior which would support a conclusion of a reasonable suspicion.
3. An order to submit to testing may only be issued by an Officer of the rank of Lieutenant or higher and only after review by and approval of the Fire Chief.

B. Report Procedure/Order for Test

If an Officer concludes that reasonable cause exists to suspect that an employee is using or has used controlled substances, he/she shall take the following actions:

1. The Officer shall relieve the employee from duty and direct him/her to remain at the station. The Officer shall take reasonable precaution to ensure the safety of the employee and immediately notify the duty Battalion Chief and the Fire Chief. Management shall immediately notify the Union President, Vice President, or their designee as indicated by written notice.
2. In a recommendation to the Fire Chief that an employee be sent for an examination, the officer shall state his/her reasons for seeking an order for the employee's examination along with identifying any potential witnesses. Said information shall be immediately communicated to the Battalion Chief, the Fire Chief, the Union president or Vice President (or their designee as indicated by written notice), and the employee.
3. The employee shall be afforded an opportunity to present an explanation to the Battalion Chief and the Fire Chief.
4. If the Fire Chief concludes that a test is necessary, the order will be issued verbally by the reporting Officer and confirmed in writing by the Fire Chief or his/her designee within 24 hours. At the time the order is given, the employee shall be advised that refusal to submit to the test shall be cause for discipline up to and including discharge.
5. The Officer shall reduce said information in a written report before the end of his/her duty day after a decision has been made concerning the examination and provide a copy of the report to the Fire Chief, the Battalion Chief, and the employee. The report shall be signed, noting the time and date of the report.

C. Drug Testing Procedure

The procedure followed in giving the drug test will be in conformance with the Federal Regulations (Federal Register, Volume 53, No. 69, pg. 11979-11989). This includes but is not limited to the collection of the sample, chain of custody, storage of the sample, the type of initial and confirming tests used, and the amount of drug or drug metabolite to be regarded as a positive drug test.

D. Alcohol Testing Procedure

Testing for alcohol will be performed by means of a blood test at the same facility utilized for drug testing. The "chain of custody" will be documented and preserved in the same manner as for a drug test.

SECTION 5. POST-ACCIDENT DRUG/ALCOHOL TESTING

Employees who operate Fire Department vehicles shall be subject to mandatory drug/alcohol testing in post-accident situations. The testing procedure under this circumstance shall be similar to those reflected in the FHWA (Federal Highway Administration) regulations governing drivers with a commercial driver's license (CDL).

SECTION 6. DISCIPLINE AND EMPLOYEE ASSISTANCE

- A. An employee who tests positive for illegal drugs, controlled substances (except as required by a treating physician in accordance with Section 3 of this Article), or alcohol will be subject to appropriate discipline in accordance with the provisions of the Labor Agreement. Each case shall be evaluated by management as to the facts and circumstances and resolved accordingly.
- B. Employees whose drug use, alcohol abuse, or prescription drug abuse is discovered by the City in some manner other than by the drug test outlined in this Article shall be treated as if he/she had tested positive under this Article.
- C. In appropriate cases, employees who test positive shall be required to participate in the Employee Assistance Program. In such cases, the employee shall be required to complete the rehabilitation program as prescribed by the program director or supervising physician as a condition of continued employment. The terms and conditions of each rehabilitation program shall be clearly set forth in a Conditional Reinstatement Agreement and executed by the employee, the Union, and the City.
- D. The City shall respond to employees who have tested positive for illegal drugs, controlled substances (except as required by a treating physician in accordance with Section 3 of this Article), or alcohol in a facilitative manner aimed at assisting him/her to successfully rehabilitate. Absent mitigating circumstances (including but not limited to inflicting injury or death on a member of the public or employee of the City), employees who fail to successfully rehabilitate upon completion of his/her first enrollment shall be given a second and final opportunity to again enroll and complete a rehabilitation program. However, it is specifically understood by the parties that should mitigating circumstances exist which adversely impact the image and/or interests of the City, nothing here within shall be interpreted to bar imposition of appropriate discipline up to and including discharge.

SECTION 7. GRIEVANCE PROCEDURE

All actions taken by the City pursuant to this Article shall be subject to the provision of Article 8-Grievance Procedure.

ARTICLE 48. PHYSICAL FITNESS PROGRAM

SECTION 1. PURPOSE

It is the mutual intent of the parties to develop a mandatory physical fitness program to facilitate and promote the overall efficiency of departmental personnel. Consequently the parties agree to the following program principles:

- A. All members of the bargaining unit shall participate in a structured physical exercise workout of at least 30 minutes per on-duty day. Such exercise period shall be afforded during the course of the active duty day i.e., not during "limited duty time" as outlined in Article 14, Section 5 (E).
- B. The department shall engage the services of a physical fitness specialist to assist in the development of the exercise program and to provide professional advice and consultation regarding the implementation of the program.
- C. The program shall incorporate the concept of appropriate medical evaluation regarding the suitability of the exercise program as individual medical circumstances dictate.

Employees are responsible for completion of the exercise program described in Subsection A.
- D. The City will ensure that each of the stations will have access to appropriate exercise equipment as determined necessary for the success of the exercise program based upon the recommendation of the physical fitness specialist and concurrence of the Fire Chief.

ARTICLE 49. SAFETY AND HEALTH COMMITTEE

There shall be established a joint Safety and Health Committee within 60 days of April 28, 1992.

The Fire Chief and the Union President shall appoint three members each. Vacancies shall be filled immediately.

The Committee shall meet on an "as needed" basis to address health and safety conditions and concerns. Meetings may also be called on written demand by the appointee of either the Fire Chief or the Union President at times mutually agreed to by both parties. In any event, this shall be no later than 14 calendar days after written demand in order to discuss urgent issues.

The Committee shall have the responsibility to:

- A. Promote safety for all department members.
- B. Develop information on accident/injury sources and rates.
- C. Investigate Fire Department facilities and equipment to detect hazardous conditions or unsafe work methods including, but not limited to, training procedures.
- D. Review and analyze all reports of job related accidents, deaths, injuries, illnesses (exposure to contagious diseases; exposure to hazardous materials).

- E. Review all specifications for protective equipment, apparel, or devices prior to letting out bids for new or renewal contracts for the purchase thereof.
- F. Study hazardous material issues and equipment.
- G. Members appointed to the committee shall have the authority to recommend:
 - 1. Change to, addition to, or purchase and specifications of fire fighters' protective apparel and equipment.
 - 2. Department rules and procedures concerning health and safety.
 - 3. Correction of unsafe or harmful working conditions including the setting of a deadline for the abatement of such conditions.

All recommendations shall be made to the Fire Chief in writing. The Fire Chief or his/her designated departmental representative shall promptly respond in writing to such recommendations, stating his/her reasons for adopting or rejecting them.

The Committee's findings and recommendations shall be advisory only and not constitute any limitation on the managerial prerogatives of the Fire Chief nor the City.

It is understood that notwithstanding the provisions of this Article, it remains the obligation and responsibility of the City to provide and maintain a safe workplace for all employees.

ARTICLE 50. MUTUAL AND AUTOMATIC AID

Management retains the right to utilize and/or enter into agreements for automatic and/or mutual aid with other jurisdictions. The Union will be afforded the opportunity to meet and confer regarding such agreements prior to signing.

ARTICLE 51. CONTRACT TERMINATION AND MODIFICATION

SECTION 1.

This Agreement shall be effective upon ratification and remain in full force and effect through June 30, 2016 at 11:59 p.m. and thereafter for successive periods of one (1) calendar year unless either party shall, on or before the one hundred eightieth (180) calendar day prior to expiration, serve written notice on the other party of a desire to terminate, modify, alter, negotiate change or amend this Agreement. The parties agree to meet within a reasonable time after service of the written notice to commence negotiations.

SECTION 2.

Notice shall be in writing and shall be sufficient if sent by mail, addressed, if to the Union, to Union President, 1930 Fuller NE Grand Rapids MI 49505, and if to Management, to Labor Relations Manager, 300 Monroe Ave NW, Suite 820, Grand Rapids MI 49503, or to any such address as the Union or the City may make available to each other.

ARTICLE 52. CONTRACTUAL AMENDMENTS AND EFFECTIVE DATES

SECTION 1. SUPPLEMENTAL INSURANCE FUND

Effective July 1, 1997, the City shall increase their contribution from .5% to .7% of the unit base payroll annually to the supplemental insurance fund. Such fund shall be administered by the Fire Pension Board of Trustees, in accordance with the provisions of an Ordinance of the City of Grand Rapids. The provisions of the referenced Ordinance (93-55, §1; 12/7/93) were developed by the parties in conjunction with the 13th Pension Check Committee and is currently included in the Grand Rapids City Code under Title I, Chapter 7, Article 7, Section 1.321.

SECTION 2. CONTRACT AND BINDERS

The City shall produce at least 300 copies of the Agreement.

SECTION 3. SMOKING POLICY

There shall be no smoking in the fire stations or in any City vehicles. Smoking in the area surrounding the fire stations shall be in compliance with applicable City ordinances.

SECTION 4. PERSONAL ALARM DEVICES

Effective with the implementation of the Agreement covering July 1, 1994, through June 30, 1997 (July 11, 1995), the City of Grand Rapids has committed to provide MIOSHA approved personal alarm (P.A.S.S.) devices for on-duty fire suppression personnel (approximately 70 units to be purchased). It is understood that approximately 50 additional units may be purchased as determined necessary and feasible by the Fire Chief.

SECTION 5. 457 DEFERRED EARNINGS

Add to the Pension Ordinance a third provider to the current providers of the 457 Pension Supplement Plan either when the City installs a new payroll system or on or about January 1, 1999, assuming the plan is one administered by the provider.

SECTION 6. POLITICAL ACTION CONTRIBUTIONS (PAC)

The parties have agreed to establish and implement a political action contribution (PAC) deduction program effective upon ratification of the collective bargaining Agreement.

- A. A requirement must exist for an annual enrollment period which occurs only once a year and not around January 1st or July 1st. A specific time for enrollment shall be mutually agreed upon.
- B. The Union is primarily responsible for tracking the PAC deductions of its members and administering such fund in accordance with the laws associated with operating such fund.
- C. The Union will enter the initial enrollees onto an Excel spreadsheet (or disc) so that the database can be easily converted into the Human Resources Department's VISTA system. The Union would then provide the Human Resources Department with an updated list on the spreadsheet at a minimum of once a year.
- D. The Union must create an authorization form for allowing the deductions in accordance with IRS regulations and administer the form to the employees for their signature and

return the signed form to the designated City representative. The sole responsibility for the records and monitoring of such forms is maintained by the Union.

- E. The Union shall also set up a mechanism for stopping a deduction in between enrollment periods on an emergency basis. It is suggested that the Union incorporate such criteria in the authorization document.
- F. The Union shall identify a common location where the check from the City should be sent/deposited.
- G. The cost for establishing and administering this PAC program must be nominal to the City.

SECTION 7. TECHNICAL RESCUE SERVICES

- A. Selection Process
The City would expand the Technical Rescue Team from its current 25 employees to 36 employees
- B. Overtime
For all technical services, if an employee works less than eight (8) hours of overtime, it does not count as an overtime occurrence for the purposes of equalization. If an employee works eight (8) or more hours of overtime in a calendar day, it counts as an overtime occurrence. For instructors, any overtime hours do not count as an overtime occurrence for any time spent instructing.
- C. Training
The City will provide Technical Rescue Service Awareness training for all Fire Department suppression employees.

Employees that are not a part of a team via their draw assignment or who are not officially recognized as a part of an eligible team would be eligible to attend re-certification training on a no-cost basis for them. However, they would not be eligible for overtime, compensatory time, or other benefit for their off-duty attendance. If on-duty attendance was a part of the re-certification training, they would be released from duty to attend service training.

- D. Compensation
In the event that an employee holds an eligible certification via his/her assignment or other means, he/she shall receive an annual stipend of two hundred and fifty dollars (\$250). If an employee holds two (2) or more assignments and/or eligible certifications via his/her draw or assignment or other means, that employee shall receive an annual stipend of five hundred dollars (\$500). The certifications which are eligible for payment of the above stipend amounts shall include the following: Hazardous Materials Technician; Hazardous Material Specialist; River Rescue; Ice Rescue; Swift Water Rescue; Light/Medium Building Collapse; Heavy Building Collapse; Trench Rescue; and Rope Rescue I/Rope Rescue II/Confined Space Rescue as a package.

Stipend compensation shall be paid at the end of each calendar year. The amount of compensation paid to each employee shall be based upon the employee's entitlement (either \$0, \$250, or \$500) times the portion of the calendar year that the employee was assigned to a Technical Service Team (River Rescue, RRT, Tech Rescue), or maintained certification (Hazardous Materials Technician, Hazardous Material Specialist, Swift Water Rescue, Light/Medium Building Collapse, Heavy Building Collapse, Trench Rescue, and Rope Rescue I/Rope Rescue II/Confined Space Rescue as a package) based upon full months of eligibility. A partial month where an employee was not eligible for stipend compensation for any portion of that month shall not be included in such calculation.

E. Technical Service Teams

Technical Service Teams are based on drawn positions plus overlap from the following teams:

- Hazardous Materials Team
- River Rescue/Water Rescue Team
- Technical Rescue Team
- Ice Rescue

SECTION 8. LETTER OF UNDERSTANDING – REGIONAL RESPONSE TEAM NETWORK (RRTN)

The parties agree to the following terms and conditions regarding the Regional Response Team Network (RRTN):

A. Selection

Selection for team involvement will be determined from those members who are already a part of the Tech Rescue Program and will meet the state of Michigan guidelines in the area of services as described by the state. Within the parameters set by the state as previously mentioned and the number of slots available, seniority will then be taken into consideration with a team position being granted to the most senior employee who requests such.

B. Training

Training will be accordance with state of Michigan requirements for such a program. All members of the team will maintain required certification. If a member allows his/her required level of training to lapse for a period of six (6) months, the member may be removed from the team. Replacement of a removed member will follow the above selection process. All issued PPE/gear will be returned to the team leader.

C. Compensation

A \$250 annual stipend will be paid to a member who is part of the RRTN team and maintains the required certification (described above). It is the parties' understanding that the state of Michigan is responsible for individual PPE (personal protective equipment) and maintenance of the same. The City as the employer continues to carry all employer responsibilities and liabilities pursuant to MIOSHA and workers' compensation laws for its employees who are members of this team whose duties may include responses outside the City limits for activation or training of the team members.

- D. Overtime
Overtime as a result of activation or training will be paid by the City and will follow the emergency callback procedure.
- E. Team Termination
In the event the state of Michigan abandons the RRTN concept or the City elects not to participate in the RRTN program, the City has the right to terminate all commitments covered by this letter of understanding.

SECTION 9. INSTRUCTOR COORDINATOR

When providing formal instruction for the purpose of state mandated training or other training that may be either a bargaining item or required by the Fire Department, employees classified as Firefighters, Equipment Operators, and Lieutenants shall be given acting assignment at the rate of Fire Captain Training for those hours of instruction. For employees at the rank of Captain, they shall be given acting assignment at the rate of Fire Chief Training for those hours of instruction. For employees at the rank of Battalion Chief, they shall be given acting assignment at the rate of Deputy Chief for those hours of instruction. The parties agreed that an instructor coordinator will be required to conduct Citywide departmental training upon request from Management.

SECTION 10. SICK LEAVE REQUEST

Employees in the Fire Department, upon determining they are unable to work their scheduled duty day due to illness or injury, will record their sick leave use in Telestaff. It is understood between Labor and Management that this recording documents the employee's use of sick leave for absence from duty. Furthermore, this recording constitutes the employee's request of payment during such absence and it shall be recognized as the employee's secured electronic signature for the request.

Upon returning from the absence, the employee shall submit a sick leave form directly to Fire Administration if substantiation is not requested and/or required. If substantiation is requested and/or required, the employee will provide substantiation along with a sick leave form to his/her immediate supervisor for review and approval of substantiation after which it is forwarded to Fire Administration for processing. This substantiation can consist of personal knowledge or observation from a supervisor other than the immediate supervisor. Employees are responsible for ensuring his/her own proof of substantiation.

SECTION 11. RETIREMENT INCENTIVE

Employees who retire on or before December 31, 2009, shall be provided with an incentive as follows:

- A. The minimum service retirement age of fifty-five (55) and the table of actuarial equivalent percentages as provided under Section 1.249 of the City of Grand Rapids Police and Fire Retirement System shall be waived, provided the employee is at least fifty-two (52) years of age and has achieved ten (10) or more years of credited service as of December 31, 2009.
- B. A pension multiplier of 2.8% with the applicable cap (94.5% if hired prior to July 1, 1992; 90.0% if hired on or after July 1, 1992) shall be applied in calculating the employee's allowance under the provisions of Section 1.246.

- C. The actuarial cost of the retirement incentive shall be estimated by the system's actuary, and the employee contribution rate (currently to be kept at 3.20% for the fiscal years of 2010, 2011, 2012, and 2013 under a supplemental agreement dated April 22, 2009) shall be raised to 4.20% (a raise of 1% which equates to an estimated \$180,000 increased contribution annually) for a period of three (3) years from the date this retirement incentive is enacted, or until the actuarial estimated cost of the retirement incentive has been fully paid by such increase in the employee contribution rate, whichever occurs first.
- D. Retiree health care benefits for those employees who elect to utilize the retirement incentive, as provided within this Section, shall be at the level provided to active employees at the time he/she enters retirement, unless otherwise modified by the 312 Arbitration Opinion and Award. Any individuals who utilize the early retirement option which expires on December 31, 2009, shall not be subject to any premium sharing of any changes in retirement healthcare floating with active members regardless of any Act 312 decision. Benefits will be consistent with any other retirees who have separated during this contract negotiation process, but prior to receipt of the Act 312 award.

SECTION 12. COMPENSATION FOR INSTRUCTING AT GRAND RAPIDS FIRE REGIONAL TRAINING CENTER FIRE ACADEMY

During the period of time this supplemental agreement is in effect, the provisions of Article 15-Overtime, Section 3-Qualifying for Overtime, Subsection A and Section 6-Equalization of Overtime Hours, Subsections A and B shall be modified as follows:

- A. All interested employees of the GRFD will be given an opportunity to assist and instruct during the GRFRTC MFFTCX Fire Fighter I and II Fire Academy.
- B. The Fire Training Supervisor and the Assistant Fire Training Supervisor will be the lead instructors at the GRFRTC MFFTC Fire Fighter I and II Fire Academy. Other individuals assisting may be used to maintain a safe instructor to student ratio during hands-on fire training and some lecture topics. NOTE: There must be one (1) MFFTC State Certified Fire Instructor present at all locations during all MFFTC Fire Fighter I and II course lectures and hand-on sessions (see section E below).
- C. With the exception of Fire Training Supervisor, Assistant Fire Training Supervisor and other 40 hour employees identified in Article 42-Work Week, Section 1, Subsection B, all other employees identified in Article 42-Work Week, Section 1, Subsection A will be off-duty individuals.
- D. For a minimum of forty-five (45) days before the start of the GRFRTC Fire Academy, all the members of Local 366 may have an opportunity to have their name placed on a list to assist during the GRFRTC MFFTC Fire Fighter I and II Fire Academy. The intent is to have a compiled list thirty (3) days before the class in order to assist in scheduling. Once the list is established, members will remain on the list unless they request to be removed for future GRFRTC Fire Academy classes.
- E. For the September 9, 2009, GRFRTC Fire Academy for a minimum of fifteen (15) days before the start of the class, members will have the opportunity to have their name placed on the list until five (5) days before September 9th.

- F. The list of those willing to assist in the MFFTC Fire Fighter I and II training during the Fire Academy will be established by department seniority. The opportunity to assist at the GRFRTC Fire Academy will be offered by moving down the list in order of department seniority to fill the needed help instructing. The seniority order of the list will be followed unless a MFFTC State Certified Instructor of Subject Matter Expert is needed for the GRFRTC to be MFFTC compliant. Every effort will be taken to keep the opportunities between those wishing to help at the GRFRTC Fire Academy equal.

During the period of time this supplemental agreement is in effect, the provisions of Article 17-Wages, Section 1-Wage Schedule and Article 15-Overtime, Section 4-Method of Compensation Overtime Work, Subsection A shall be modified as follows:

- A. Any off-duty employee assisting at the GRFRTC MFFTC Fire Fighter I and II Fire Academy will receive wages using the following wage schedule:
- An MFFTC Certified Fire Instructor will receive \$16.6667 per hour at time and one-half while assisting at a GRFRTC MFFTC Fire Fighter I and II Fire Academy.
 - AN MFFTC Provisional Fire Instructor will receive \$13.3333 per hour at time and one—half while assisting at a GRFRTC MFFTC Fire Fighter I and II Fire Academy.
 - If an employee is not an MFFTC Certified Fire Instructor of MFFTC Provisional Fire Instructor, they will receive \$11.6667 per hour at time and one-half while assisting at a GRFRTC MFFTC Fire Fighter I and II Fire Academy.

During the period of time this supplemental agreement is in effect, the provisions of Article 15-Overtime, Section 4-Method of Compensating Overtime Work, Subsection A and Section 5-Compensatory Time Off Subsection A shall be modified as follows:

- A. Due to the fact that the Wage Schedule and Method of Compensating Overtime Work has been modified for all off-duty 54 hour employees assisting at the GRFRTC MFFTC Fire Fighter I and II Fire Academy, no compensatory time (as provided in Section 5 of Article 15) may be requested in lieu of payment of overtime pay for those assisting.

During the period of time this supplemental agreement is in effect, the provisions of Article 53-Contractual Amendments and Effective Dates, Section 9-Instructor Coordinator shall not be applicable to members serving as instructors for the GRFRTC.

This supplemental agreement shall be in effect for a one (1) year trial period between September 1, 2009 and August 31, 2010, unless either party gives written notice of their intent to terminate this agreement thirty (30) days in advance. The parties agreed to continue the terms and conditions outlined in this supplemental agreement through December 31, 2012.

SECTION 13. NIGHT TIME TRAINING FOR RECRUITS

The Recruit Class and Training Staff will engage in night training as part of the orientation process into the Grand Rapids Fire Department. The training will be conducted between the hours of 1200 and 0000 and not exceed nine (9) hours a day including previously recognized breaks. This night training does not apply to any other members of the Grand Rapids Fire Department and more specifically members of the IAFF Local 366. This after hours training is not to be counted towards

the limited duty hours training for members of the IAFF Local 366 as provided for in Article 14, Section 5, Part F, Paragraph 5.

**SECTION 14. MAY 2015 ACT 312 ARBITRATION AWARD IN MERC
CASE NO. L13 K-1044**

The parties agree to the following changes regarding the terms of the 2014-2016 CBA and Act 312 Arbitration Award in MERC Case No. L13 K-1044:

1. The parties agree to postpone the implementation of the change to the 54 hour average work week schedule, the 28 day FLSA work cycle change, and the regular hourly rate of pay calculation, from July 19, 2015 until January 3, 2016 which is the start of the first full work period that begins on or after January 1, 2016.
2. The 2.00% wage increase that is associated with the change in work schedule shall also be postponed until January 3, 2016.
3. The new wage scale to be created by rolling in 1.33% after the calculation of the July 2015 wage increase for all classifications at all steps as a result of the elimination of longevity payments after payment of the June 2015 longevity payment shall also be postponed until January 3, 2016. The longevity payment shall continue to be eliminated after the June 2015 payment.
4. Union members who retire between July 1, 2015 and January 3, 2016 shall be credited with, for purposes of pension FAS computation, the 1.33% wage increase for the elimination of Longevity as if that increase had been effective July 1, 2015 (after the calculation of the July 2015 wage increase), as originally agreed to by the City and the Union.

Section 15. Contractual Overtime and Holiday Pay Rate

The change to calculation of the regular hourly rate of pay for a suppression employee determined by dividing the annual rate of pay by 2818 rather than the current 2620.8 will result in a temporarily reduced regular hourly rate of pay. For purposes of the payment of contractual overtime under Article 17, Section 4 B and for the payment of holiday pay under Article 21, Section 3 the regular hourly rate of pay for suppression employees shall be the regular hourly rate of pay applicable to them as of June 30, 2015 or the regular hourly rate of pay calculated by dividing the annual rate of pay by 2818, whichever is greater. This provision will remain in effect only until such time as the actual hourly rate for a particular employee is greater than the hourly rate for that employee that was in effect as of June 30, 2015.

ARTICLE 53. RIVER RESCUE

Employees' responsibilities with respect to river duty shall be limited to river rescue operations and shall not include river clean up details of any kind.

ARTICLE 54. REJECTION, MODIFICATION, OR TERMINATION AFTER APPOINTMENT OF A FINANCIAL MANAGER

The terms of this Agreement are subject to rejection, modification, or termination pursuant to the provisions of the Local Financial Stability and Choice Act, PA 436 of 2012. This article shall automatically terminate should PA 436 of 2012 ever be repealed.

APPENDIX A
CLASSIFICATION TITLE TABLE

Fire Lieutenant - Hazardous Materials Planner	198
Fire Captain - Prevention	200
Fire Fighter	201
Fire Equipment Operator	202
Fire Lieutenant	203
Fire Captain	204
Battalion Fire Chief	205
Deputy Fire Chief	206
Fire Chief - Training	207
Fire Captain - Training	208
Fire Prevention Inspector	210
Fire Marshal	211
Fire Captain - Building Maintenance	214
Fire Maintenance Electrician	215
Fire Captain - Fleet Maintenance	220
Assistant Fleet Maintenance Supervisor	463
Emergency Medical Services Coordinator	807
Certified Fire Instructor	810
Provisional Fire Instructor	811
Assistant Fire Instructor	812
Strategic Planning Officer	815
<u>Historical Classification</u>	
Fire Investigator	209

APPENDIX B

WAGE SCALE – JANUARY 1, 2015 - JUNE 30, 2015- 2.25% INCREASE

	Classification Title	Range	Salary Steps					
			B	C	D	E	F	
810	Certified Fire Instructor	08B						\$25.0000 HOURLY
811	Provisional Fire Instructor	09B						\$20.0000 HOURLY
812	Assistant Fire Instructor	10B						\$17.5000 HOURLY
201	Fire Fighter HOURLY	01B	\$40,304 \$15.3784	\$47,195 \$18.0078	\$50,809 \$19.3870	\$54,444 \$20.7737	\$61,576 \$23.4950	
215	Fire Maintenance Electrician HOURLY	01BB	\$43,555 \$20.9399	\$47,194 \$22.6895	\$50,809 \$24.4276	\$54,444 \$26.1750	\$61,576 \$29.6038	
202	Fire Equipment Operator	02B						\$65,484
198	Fire Lieutenant - Hazardous Materials Planner	03B						\$70,821
203	Fire Lieutenant	03B						\$70,821
210	Fire Lieutenant - Fire Prevention Inspector	03B						\$70,821
815	Fire Lieutenant - Strategic Planning Officer	03B						\$70,821
818	Fire Lieutenant - Technology	03B						\$70,821
819	Fire Lieutenant - Training	03B						\$70,821
463	Assistant Fleet Maintenance Supervisor HOURLY	03BB				\$65,484 \$31.4829	\$70,821 \$34.0485	
209	Fire Investigator	04B						\$72,975

807	Fire Captain - Emergency Medical Services Coordinator	05B	\$75,126
200	Fire Captain - Prevention	05B	\$75,126
204	Fire Captain	05B	\$75,126
208	Fire Captain – Training	05B	\$75,126
214	Fire Captain - Building Maintenance	05B	\$75,126
220	Fire Captain - Fleet Maintenance	05B	\$75,126
820	Fire Captain - Strategic Planning Officer	05B	\$75,126
199	Fire Captain - Fleet/Facility Maintenance	11B	\$79,343
205	Battalion Fire Chief	06B	\$80,069
207	Fire Chief - Training	06B	\$80,069
211	Fire Marshal	06B	\$80,069
206	Deputy Fire Chief	07B	\$95,462

WAGE SCALE – EFFECTIVE JULY 1, 2015 - JANUARY 3, 2016- 2.25% INCREASE

	Classification Title	Range	Salary Steps				
			B	C	D	E	F
810	Certified Fire Instructor	08B					\$25.0000
							HOURLY
811	Provisional Fire Instructor	09B					\$20.0000
							HOURLY
812	Assistant Fire Instructor	10B					\$17.5000
							HOURLY
201	Fire Fighter	01B	\$41,211	\$48,257	\$51,953	\$55,669	\$62,961
	HOURLY		\$15.7244	\$18.4130	\$19.8232	\$21.2411	\$24.0236
215	Fire Maintenance Electrician	01BB	\$44,535	\$48,256	\$51,953	\$55,669	\$62,961
			\$21.4110	\$23.2000	\$24.9772	\$26.7639	\$30.2699
202	Fire Equipment Operator	02B					\$66,957
198	Fire Lieutenant - Hazardous Materials Planner	03B					\$72,415
203	Fire Lieutenant	03B					\$72,415
210	Fire Lieutenant - Fire Prevention Inspector	03B					\$72,415
815	Fire Lieutenant - Strategic Planning Officer	03B					\$72,415
818	Fire Lieutenant - Technology	03B					\$72,415
819	Fire Lieutenant - Training	03B					\$72,415
463	Assistant Fleet Maintenance Supervisor	03BB				\$66,958	\$72,415
	HOURLY					\$32.1913	\$34.8146
209	Fire Investigator	04B					\$74,617
807	Fire Captain - Emergency Medical Services Coordinator	05B					\$76,817

200	Fire Captain - Prevention	05B	\$76,817
204	Fire Captain	05B	\$76,817
208	Fire Captain – Training	05B	\$76,817
214	Fire Captain - Building Maintenance	05B	\$76,817
220	Fire Captain - Fleet Maintenance	05B	\$76,817
820	Fire Captain - Strategic Planning Officer	05B	\$76,817
199	Fire Captain - Fleet/Facility Maintenance	11B	\$79,343
205	Battalion Fire Chief	06B	\$81,871
207	Fire Chief - Training	06B	\$81,871
211	Fire Marshal	06B	\$81,871
206	Deputy Fire Chief	07B	\$97,610

WAGE SCALE – EFFECTIVE JANUARY 3, 2016 - 1.33% AND 2% INCREASE

Classification Title	Range	Salary Steps					
		B	C	D	E	F	
810 Certified Fire Instructor	08B						\$25.0000 HOURLY
811 Provisional Fire Instructor	09B						\$20.0000 HOURLY
812 Assistant Fire Instructor	10B						\$17.5000 HOURLY
201 Fire Fighter	01B	\$42,594 \$15.1149	\$49,877 \$17.6993	\$53,697 \$19.0548	\$57,537 \$20.4178	\$65,075 \$23.0924	
215 Fire Maintenance Electrician	01BB	\$46,030 \$22.1297	\$49,876 \$23.9787	\$53,696 \$25.8156	\$57,538 \$27.6623	\$65,075 \$31.2859	
202 Fire Equipment Operator	02B						\$69,205
198 Fire Lieutenant - Hazardous Materials Planner	03B						\$74,845
203 Fire Lieutenant	03B						\$74,845
210 Fire Lieutenant - Fire Prevention Inspector	03B						\$74,845
815 Fire Lieutenant - Strategic Planning Officer	03B						\$74,845
818 Fire Lieutenant - Technology	03B						\$74,845
819 Fire Lieutenant - Training	03B						\$74,845
463 Assistant Fleet Maintenance Supervisor	03BB				\$69,205	\$74,845	
209 Fire Investigator	04B						\$77,121

807	Fire Captain - Emergency Medical Services Coordinator	05B	\$79,395
200	Fire Captain - Prevention	05B	\$79,395
204	Fire Captain	05B	\$79,395
208	Fire Captain – Training	05B	\$79,395
214	Fire Captain - Building Maintenance	05B	\$79,395
220	Fire Captain - Fleet Maintenance	05B	\$79,395
820	Fire Captain - Strategic Planning Officer	05B	\$79,395
199	Fire Captain - Fleet/Facility Maintenance	11B	\$82,007
205	Battalion Fire Chief	06B	\$84,619
207	Fire Chief - Training	06B	\$84,619
211	Fire Marshal	06B	\$84,619
206	Deputy Fire Chief	07B	\$100,887

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this 13th day of August, 2015.

WITNESSES:

R. Pasloniec

CITY OF GRAND RAPIDS:

By [Signature]
George K. Heartwell, Mayor

By [Signature]
Darlene O'Neal, City Clerk

Local 366 of the International
Association of Fire Fighters
(AFL-CIO)

By [Signature]

By [Signature]

By [Signature]

By [Signature]

By [Signature]

By [Signature]

By [Signature]

By James S. Gonzalez

By _____

**AFFIX
Mayor's Signature**

[Signature]
Dept. of Law