

BARGAINING AGREEMENT

between

THE CITY OF ROCHESTER HILLS

Oakland County, Michigan

-and-

THE ROCHESTER HILLS PROFESSIONAL FIRE FIGHTERS
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL 3472

January 1, 2005

through

December 31, 2010

TABLE OF CONTENTS

AGREEMENT.....	1
PURPOSE AND INTENT.....	2
ARTICLE 1: MANAGEMENT RIGHTS.....	3
ARTICLE 2: RECOGNITION.....	4
ARTICLE 3: AID TO OTHER UNIONS.....	5
ARTICLE 4: UNION SECURITY.....	5
ARTICLE 5: DUES	6
ARTICLE 6: REPRESENTATION.....	8
ARTICLE 7: SPECIAL CONFERENCES.....	9
ARTICLE 8: DISCIPLINE	9
ARTICLE 9: GRIEVANCE PROCEDURE	11
ARTICLE 10: SENIORITY AND PROBATION.....	14
ARTICLE 11: LOSS OF SENIORITY.....	16
ARTICLE 12: PLATOONS AND WORK SHIFTS.....	19
ARTICLE 13: LAYOFF AND RECALL	21
ARTICLE 14: PROMOTIONS	23
ARTICLE 15: VETERANS AND MILITARY LEAVES OF ABSENCE.....	26
ARTICLE 16: LEAVES WITH PAY.....	26
ARTICLE 17: UNPAID LEAVES OF ABSENCE.....	30
ARTICLE 18: LEAVES FOR UNION BUSINESS.....	33
ARTICLE 19: WORKING HOURS, PREMIUMS AND ALLOWANCES.....	33
ARTICLE 20: HOLIDAYS.....	36

ARTICLE 21: VACATIONS.....	37
ARTICLE 22: UNIFORMS AND EQUIPMENT	39
ARTICLE 23: NEW OR CHANGED JOBS.....	41
ARTICLE 24: BULLETIN BOARDS, UNION OFFICE AND STATION TOURS	41
ARTICLE 25: RETURN TO WORK.....	42
ARTICLE 26: EMPLOYEE INFORMATION.....	43
ARTICLE 27: EDUCATION/TRAINING REFUND.....	44
ARTICLE 28: MAINTENANCE OF STANDARDS.....	45
ARTICLE 29: NO-STRIKE/NO-LOCKOUT CLAUSE.....	45
ARTICLE 30: GROOMING POLICY.....	46
ARTICLE 31: INSURANCE	47
ARTICLE 32: WORKERS' COMPENSATION.....	60
ARTICLE 33: LONGEVITY	61
ARTICLE 34: SAVINGS AND SEPARABILITY.....	61
ARTICLE 35: ZIPPER CLAUSE.....	62
ARTICLE 36: RATIFICATION AND TERMINATION.....	62
APPENDIX A: PENSION FUND.....	65
APPENDIX B: WAGES.....	67
APPENDIX C: EMPLOYEE ALCOHOL/CONTROLLED SUBSTANCE	75
APPENDIX D: PHYSICAL FITNESS.....	84
APPENDIX E PAID-ON-CALL PROGRAM	93
APPENDIX F: OVERTIME CALCULATION	94

AGREEMENT

This Agreement is made this 28th day of May, 2008, between the CITY OF ROCHESTER HILLS, Oakland County, Michigan (hereinafter referred to as the "Employer"), and the ROCHESTER HILLS PROFESSIONAL FIRE FIGHTERS, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 3472 (hereinafter referred to as the "Union").

Statements in this collective bargaining agreement which utilize pronouns that indicate either the male or female gender are not meant to apply to one sex rather than the other, but are meant to apply to both sexes equally.

The Employer and the Union agree there shall be no discrimination against any employee by reason of race, creed, color, age, sex, marital status, national origin, or any other illegal motive.

The headings used and the exhibits in this Agreement neither add to or subtract from the meaning, but are for references only.

Any reference in this Agreement to the term "Department" means the Fire Department of the City of Rochester Hills.

PURPOSE AND INTENT

The general purposes of this Agreement are to set forth the terms and conditions of employment, and to promote orderly relations for the mutual interest of the Employer, employees and Union. The parties recognize that the interest of the community depends upon the Employer's and employees' success in establishing a proper service to the community. To these ends the Employer, the employees and the Union encourage to the fullest degree friendly and cooperative relationships between the respective representatives at all levels and among all employees.

Furthermore, this Agreement recognizes a continued commitment by the City of Rochester Hills to utilizing a combination of career and paid-on-call personnel in an efficient and effective manner; to preserving the resources of the community through fire prevention and suppression; to reducing the adverse effects of injury or sudden illness through quality emergency medical service as first responders; to providing the necessary services during natural or man-made disasters; and to responding to the community as requested in the best spirit of the fire service.

Nothing in this Agreement shall be deemed to constitute a waiver of or limitation upon the parties' obligation to bargain under the Public Employment Relations Act, MCL 423.201 et seq.

ARTICLE 1: MANAGEMENT RIGHTS

The City, on its behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the City Charter, laws and the Constitutions of the State of Michigan and of the United States. Further, the rights to perform any lawful function whatsoever except such as are specifically stated in this Agreement are reserved to and vested in the City, including but without limiting the generality of the foregoing and following rights:

1. To manage its affairs efficiently and economically, carry out cost and general improvement programs, determine quantity and quality of services to be rendered, control materials, tools and equipment to be used, introduce new equipment, machinery or processes, change or eliminate existing equipment, institute technological changes, and decide on materials, supplies, equipment and tools to be purchased; provided the City shall not endanger the health, safety or welfare of the members of the bargaining unit in the performance of their duties.

2. To construct new facilities, improve existing facilities and determine the number, location and type of facilities and installation.

3. To hire employees.

4. To determine the size and assignments of the work force and increase or decrease its size.

5. To permit employees not included in the bargaining unit to perform bargaining unit work in an emergency or operational difficulty.

6. To direct the work force, assign work and determine the number of employees assigned to any particular job, assignment or operation.

7. To establish, change, combine or discontinue the job classifications and wage rates within the bargaining unit.

8. To determine work schedules, lunch periods, rest periods and clean-up times.

9. To discipline, discharge, or demote employees for just cause.

10. To establish, revise and enforce operating policies, procedures and rules.

11. To transfer or promote employees from one classification or shift to another; or from fire prevention to fire suppression or vice-versa.

12. To select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work.

ARTICLE 2: RECOGNITION

The employer solely recognizes the Union as the exclusive bargaining representative as defined in Act 379 of the Public Act of 1965, as amended, for all employees in the bargaining unit as follows:

All full-time, fire fighters/paramedics, fire inspectors/lieutenants, training officer/captain, EMS coordinator/captain, suppression captain, suppression lieutenant, fire marshal/captain and assistant chief; but excluding all other City employees including

emergency medical technician, paid-on-call personnel, fire chief, deputy fire chief, dispatcher, supervisor of communication systems, communications coordinator, public education specialist, elected officials and all other executive, confidential, clerical employees, and part-time employees.

The term “fire fighter/paramedic” shall be applied to all suppression personnel covered by this Agreement unless otherwise indicated.

ARTICLE 3: AID TO OTHER UNIONS

The Employer will not aid or promote any labor group or organization which purports to engage in collective bargaining or make any agreement with such group or organization for the purpose of undermining the Union.

ARTICLE 4: UNION SECURITY

All Employees in the Bargaining Unit are required as a condition of continuing employment to either:

1. Maintain membership in good standing in the Union by paying its dues, fees and assessments; or
2. Pay to the Union on a monthly basis an agency shop fee equal to the Union’s dues, fees and assessments, less any amounts not permitted by law.

Any employee in the bargaining unit who fails to comply with this requirement within thirty (30) days of being notified of such failure to comply shall be discharged by the City, without recourse to the grievance or arbitration procedure.

For payroll purposes, it will be the responsibility of the Union to notify the City in writing of the necessary deductions to satisfy the requirements listed above.

ARTICLE 5: DUES

A. During the life of this Agreement, the Employer agrees to deduct Union membership dues, fees and assessments from the pay of each employee who executes and files with the City Treasurer a written authorization for such deductions. Such authorization form shall be prepared and furnished to the employees by the Union and shall, as a minimum, recite that the City is authorized to deduct Union dues, fees and assessments in effect from time to time from the pay of the particular employee and forward such sum to the Union in accordance with the terms of this Agreement. The Union is to notify the City as to the amount of Union dues, fees and assessments, and of any changes, said notification to be made at least thirty (30) days before said dues fees and assessments are to be deducted.

- B. A properly executed copy of the authorization of dues, fees and assessments shall be delivered to the City Treasurer by the employee before any payroll deductions are made. Deductions shall be made thereafter effective at the time the application is delivered to the City Treasurer. Dues shall be deducted equally from both the first and second pay of each month. , provided that the authorization form shall be delivered prior to the first of the month in which the first deduction is to be made.

- C. Deductions for any calendar month shall be remitted to the designated financial officer of the Union not later than the tenth day of the following month with a list for whom membership dues, fees and assessments have been deducted

- D. The City shall not be liable to the Union or to the employees by reason of any error or neglect involving the improper deduction of, or failure to deduct, Union dues, fees and assessments in accordance with this Agreement. The Union agrees to hold the City harmless from all liability claims, demands, suits or costs by reason of any action taken or not taken by the City for the purpose of complying with Articles 4 and 5 of this Agreement.

- E. Dues, fees and assessments shall be deducted until the day the member is no longer an employee of the City of Rochester Hills Fire Department.

ARTICLE 6: REPRESENTATION

The Union agrees that, except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in Union activity during working hours. The steward, or alternate in the absence of the steward, may handle grievances on City time during his work hours without loss of time or pay provided the time is devoted to the proper handling of grievances and is not abused. Likewise, the Union steward shall have the right to post Union notices and bulletins during regularly scheduled working hours.

- A. The Union shall inform the Employer in writing as to who has been appointed or elected officer(s) and steward for the bargaining unit.

- B. The Union shall be allowed to hold its meetings at any fire station, provided permission is requested in advance from the Fire Chief or a Deputy Fire Chief. Such permission will not be unreasonably denied.

- C. Representatives of the International Association of Fire fighters who wish to conduct business with an on duty employee will be permitted to do so for a reasonable length of time provided that the conduct of such business does not interfere with the performance of such employee's work and provided written permission is first obtained from the Fire Chief or, in his absence, the chief officer on duty.

- D. For collective bargaining purposes, up to three employees in the bargaining unit may meet in sessions with the City. If such sessions are held during their work hours, the employees will not lose time or pay.

ARTICLE 7: SPECIAL CONFERENCES

Special conferences will be held whenever mutually agreed between the Union steward and the Employer or its designated representatives to discuss specific topics of common concern. The topics to be discussed at a special conference will be disclosed at the time the conference is requested, and the conferences will be limited to those topics. Union representatives will receive normal rate of pay if a conference is held during their scheduled work hours.

ARTICLE 8: DISCIPLINE

No employee shall be disciplined or discharged without just cause.

The parties subscribe to the concept and use of progressive discipline whenever possible:

- A. Written Warnings
- B. Written Reprimands
- C. Short Suspension Without Pay (Not to Exceed Four (4) Shifts)
- D. Long Suspension Without Pay or Discharge

The parties agree that the purpose of progressive discipline is to provide an employee a reasonable opportunity to correct his/her employment behavior short of discharge. Failure of the Employer to follow precisely the steps set forth above shall not, per se, be grounds for reinstating a discharged or disciplined employee, but shall be considered on a case-by-case basis in determining whether just cause exists.

Employees have the right to have Union representation at any level of disciplinary action taken against them and at a documented conference with the employee. The employee must sign to acknowledge receipt of a copy of any disciplinary action and documented conference. This is not to be construed as an admission of guilt, but only as an acknowledgment that such action exists.

An employee shall, upon request, have access to his personnel file retained by the Employer as defined by state law. It is considered his official file in grievance hearings.

The Employer shall consider no prior infraction occurring more than two (2) years previous in imposing discipline on a current charge.

Discipline can only be administered by the Chief or his designee. The City will issue any disciplinary action necessary within twenty (20) calendar days after the City knew or had reasonable notice of the facts giving rise to the discipline.

ARTICLE 9: GRIEVANCE PROCEDURE

Definition of a Grievance: A grievance is a complaint submitted by any employee who is a member of the bargaining unit covered by this contract that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement. Grievances shall be presented and adjusted in accordance, with the following procedures, provided that nothing herein shall be construed as preventing an individual employee from attempting to adjust a grievance with the Employer, provided that the Union shall have the right to be present at any meeting at which said adjustment is discussed.

No grievance shall be accepted and processed which is not filed within twenty-one (21) calendar days after the employee knew or had reasonable notice of the facts giving rise to the grievance. Failure to file a grievance within these time limits will operate to waive any claim of contract violation, and to bar the grievance from arbitration.

For the purpose of the grievance procedure, the time limits mentioned herein shall commence on the day after a grievance is presented or a response is given.

Step 1

If the Employee, the steward and the supervisor cannot arrive at a mutually satisfactory settlement, the employee may request the steward to file a grievance with the supervisor. The

supervisor shall give an answer in writing within seven (7) calendar days of the receipt of the grievance by the City.

Step 2

A. If no settlement is reached in Step 1, the matter may be appealed in writing within seven (7) calendar days from the receipt of the Step 1 written answer from the supervisor. Upon receipt of the appeal, the Director of Human Resources or designee shall schedule a meeting between no more than two representatives of the Union and no more than two representatives of the Employer. The Employer shall inform the steward (within seven (7) calendar days) of the date of the Step 2 meeting. This meeting shall take place within twenty-one (21) calendar days from the date of the appeal to Step 2. A written response from the Employer must be submitted within seven (7) calendar days after the Step 2 meeting.

Step 3: Pre-Arbitration Meeting

A. If the Union does not accept the answer of the Employer at Step 2, the Union shall, within fourteen (14) calendar days of receipt of the Step 2 response from the Employer, furnish the Director of Human Resources or designee with a written notice that the Union desires to proceed to arbitration. (If the grievance is not settled and if arbitration has not been demanded by the Union, such grievance shall be forever barred and extinguished.)

- B. The parties shall each designate an advocate(s) to represent them in the arbitration. The advocates shall meet in a pre-arbitration meeting within thirty (30) calendar days after receipt of the aforementioned notice by the Employer. The advocate (s) will attempt to resolve the dispute.

If no such agreement has been reached within that thirty (30) calendar day period the Union shall, within twenty-one (21) calendar days after the conclusion of the pre-arbitration meeting, initiate procedure for the selection of an arbitrator as provided for by the American Arbitration Association.

Step 4: Arbitration

- A. All proceedings relating to any arbitration shall be pursuant to the Voluntary Rules of Labor Arbitration published by the American Arbitration Association. The parties may, in any case, agree in writing to abide by the expedited rules published by said Association.
- B. Arbitrators shall have no authority to add to, subtract from, change or modify any of the terms of this Agreement. However, nothing contained herein shall be construed to limit the authority of the arbitrator, in his judgment, to fashion any remedy necessary to make

the grievant whole. The arbitrator shall only make an award in favor of any grievance upon an express finding of a violation of this Agreement.

- C. The decision of the arbitrator shall be final and binding and may be enforced in any court of competent jurisdiction.
- D. All costs of any arbitration shall be borne equally by the two (2) parties. Each party shall be responsible for the expenses of its witnesses and its advocates.
- E. Any grievance for which a time limit is exceeded by the employer shall be deemed granted. Any grievance for which a time limit is exceeded by the Union or the grievant shall be deemed denied in its entirety and settled on that basis. The parties may, however, mutually agree in writing to extend any time limits set forth in the grievance procedure.

ARTICLE 10: SENIORITY AND PROBATION

- A. A new or rehired employee shall be considered a probationary employee for the first twelve (12) consecutive calendar months of the employee's full-time employment by the Fire Department. If a probationary employee is granted an excused leave of absence of four (4) or more shifts, the probationary period will be frozen at that point and will be

resumed when the employee returns to work provided she returns immediately to her job at the conclusion of the excused absence. The time the employee is absent from work because of the excused absence does not count toward completion of the twelve (12) consecutive calendar month probationary period.

- B. When an employee satisfactorily completes the probationary period including a satisfactory performance appraisal, his name shall be entered upon the seniority list in the appropriate classification and his seniority date as a full-time employee shall be his date as a full-time hire. An annual performance appraisal will be administered to all seniority employees. There shall be no seniority among probationary employees. Performance appraisals will be performed by the Employee's immediate supervisor with review by the Fire Chief or designee. The Employee will have the option to provide a written response to the appraisal.

- C. Employees hired on the same date shall have seniority determined by the employee's test score used for hiring, if available or, if not available, by the last digit of the employees' social security numbers. The employee with the highest test score or highest last digit is most-senior. Should the test score be the same, then the last digit of the social security number will be used. Should the last digit of the social security number be the same, use the second, third, etc., last digit in the same manner.

- D. The Union shall represent the probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement, except that the Union shall not represent probationary employees with respect to discharge or discipline by the City other than for Union activities.

The Employer shall keep the seniority list current, and provide a copy to the Union president semi-annually and when additions or changes are made to the list.

- E. During the probationary period, health care benefits, including dental will be provided the first of the month following thirty (30) days after regular, full-time employment or as soon as practical. Life, short-term disability and long-term disability insurance plus pensions will be provided upon completion of the first six (6) months of the probationary period. Annual leave will be earned and credited after the first three (3) months of regular, full-time employment. Earned vacation leave will be credited after the completion of the first six months of the probationary period.

In the event of a rehire, reinstatement of benefits will be in accordance with the requirements of the insurance carriers and/or benefit plans.

ARTICLE 11: LOSS OF SENIORITY

An employee's seniority shall terminate:

- A. If he quits, retires or is discharged, which discharge is not reversed through the grievance procedure.
- B. When he has been laid off for lack of work or funds for a period of time in excess of twenty-four (24) consecutive months.
- C. When an employee fails to report to work from a layoff when recalled in accordance with layoff and recall provisions provided for in this Agreement.
- D. The employee is off three (3) consecutive, regularly scheduled work days without notifying the Employer according to Fire Department procedures. After such absence, the Employer will send written notification to the employee at his last-known address that he has lost his seniority and that he is considered a voluntary quit. In proper cases, exceptions may be made by the Employer.
- E. If he accepts full time employment elsewhere while on a leave of absence or does not return to work immediately following the expiration of a leave of absence.
- F. The employee pleads to (without filing a subsequent appeal within three [3] months) or is convicted of any felony or is unable to complete his assigned duties

for a period one hundred-eighty (180) consecutive calendar days within a year as a result of a criminal offense.

- G. The employee is unable to return to work after twenty-four (24) consecutive months of approved leave. Exceptions may be made at the discretion of the Employer.

Employees unable to perform their regular duties because of a non-duty related disability and who are receiving disability benefits pursuant to a City benefit plan required by this Agreement shall be placed on a leave of absence not to exceed twenty-four (24) months from the date of the injury or the commencement of the illness, and shall continue to accrue seniority during said leave.

- H. Employees unable to perform their regular duties because of a duty-related disability shall be placed on a leave of absence and shall continue to accrue seniority for the period they are receiving disability benefits pursuant to a City benefit plan required by this Agreement or workers' compensation benefits for a maximum of forty-eight (48) months from the date of the injury or the commencement of the illness. This provision shall apply to the redemption of a workers' compensation claim relating to this disability where the employee is totally and permanently disabled. In the event of a dispute as to whether the

employee has a total and permanent disability for purposes of this provision, a determination shall be made by a medical review panel comprised of the employee's physician, a physician appointed by the City and a third physician selected by the other two. The determination of this medical review panel shall be final and binding on all parties.

- I. First consideration will be shown to former employees who lost their seniority because of inability to return from an approved leave of absence who apply for new or vacant positions. It is not the responsibility of the City to advise such employees of the existence of these new or vacant positions.

- J. Re-hired employees, after serving a 12-month probationary period, shall be credited with their prior service time for the purpose of benefit accruals. Rehired vested employees shall participate in the pension plan in the same manner as if there had been no break in service and all prior service for vesting shall be credited.

ARTICLE 12: PLATOONS AND WORK SHIFTS

Fire fighters shall have their choice of platoon selection based on seniority as a full-time fire fighter. Seniority means from the highest to lowest on the union seniority list.

Fire Prevention/Administrative personnel shall have their choice of work week based on their seniority in their respective division provided that two (2) fire prevention employees covered by this Agreement are scheduled each day, Monday through Friday, excluding holidays.

In addition, fire fighters may voluntarily trade shifts under the following conditions:

1. No overtime or out-of-class pay shall be created as a result of this provision (e.g., a fire fighter works his shift, stays to work another shift for someone else and then uses annual leave for his next normal shift--thereby creating a need for another fire fighter to cover that shift on an overtime basis.
2. The request for a trade of a shift shall be submitted in writing at least 24 hours in advance and shall be subject to the authorization of the Fire Chief or his designee.
3. A fire fighter must remain on duty until relieved.
4. Trades shall be limited to only two (2) fire fighters.
5. Trade of shifts shall be confined to members that are qualified and have license/certification to perform the scheduled duties.
6. The City shall not assume any responsibility for any time lost to any member.

The Fire Chief shall maintain the right to assign personnel to platoons under valid circumstances (e.g., conflicts between personnel or the need for more experienced personnel on a platoon); such changes shall occur no more frequently than once every 90 days for each affected employee. The affected fire fighters shall be provided a thirty (30) day notice prior to the change.

On June 1st of even numbered years a new choice of platoons may be made based on seniority. Any fire fighter that wants to request a shift change shall submit a letter indicating his or her desire to change platoons to the Fire Chief no later than April 15.

ARTICLE 13: LAYOFF AND RECALL

- A. A layoff is a reduction in the working force.

- B. Employees shall be laid off according to the following procedure:
 - 1. Probationary employees within the affected classification(s) will be terminated.
 - 2. Thereafter, seniority employees will be laid off in inverse order of the seniority date within the affected classification(s) in the Department. Employees to be laid off shall receive as much advance notice as practical under the circumstances, but in no event less than ten (10) working days notice.
 - 3. When a seniority employee is laid off for an indefinite period of time or the initial layoff extends beyond ten (10) working days, he shall be allowed to bump any less-senior employee in a lower-paying classification within the Department, provided he is qualified to perform the available work within a period not to exceed sixty (60) calendar days

4. In the event the layoff under Paragraph 2 occurs in the lowest-paying classification within the Department, the provisions of Paragraph 3 will not apply.

- C. For purposes of this Article, the term "Department" means the Fire Department. The term "seniority" means the employee's seniority as defined in Article 10: Seniority.

- D. Since probationary employees shall be considered as terminated rather than laid off in the event of a reduction in the work force, there shall be no requirement for the City to rehire. In the event they are rehired at a later date, they shall be treated for all purposes of this Agreement as a new employee.

- E. It is understood and agreed that the City has the sole right to select the classification(s) in which the layoff will take place.

- F. The Employer will not exceed ten (10) paid-on-call fire fighters per station when any fire fighter covered by this Agreement is on layoff.

- G. Employees will be recalled in the reverse order of the layoff, provided the employee is qualified to perform the available work. Notice of recall shall be sent

to the employee at his last-known address by overnight mail. If an employee fails to report to work within eight (8) calendar days after notice of recall is sent, he shall then be considered to have voluntarily left the employment of the City. However, in proper cases, the City shall give consideration to the employee and grant an exception to the provisions of the preceding sentence.

ARTICLE 14: PROMOTIONS

The Parties will continue to bargain for a replacement Article 14: Promotions with the goal of agreeing upon new language by June 30, 2008.

- A. In order to be eligible for promotion to any position within the bargaining unit, an employee must attain placement on the Department eligibility roster as provided in this Article.

- B. Those employees with a minimum of two (2) years of full-time fire service experience with the City of Rochester Hills and who meet the minimum qualifications of the job posting will be eligible to participate in the competitive examinations, provided that the employee must request to participate in the examinations by submitting an appropriate written application to the Director of Human Resources within the posting period.

- C. Any employee who receives a promotion or transfer may be returned by the Employer within one (1) year or the employee may voluntarily revert back to his or her former position within ninety (90) calendar days after the date of the promotion or transfer. However, an employee who receives a promotion or transfer and remains in the new position for more than ninety (90) calendar days may be excluded from consideration for any position in another division for up to five (5) years after the date of promotion or transfer.
- D. The competitive elements of the examination may consist of a combination of skills or abilities tests, oral interview and/or assessment exercise, as deemed appropriate for the position by management. The passing grade for each element shall be seventy percent (70%), or an appropriate passing score as recommended by the vendor/test developer. The failure of an applicant to achieve a passing grade shall disqualify him/her from further consideration.
- E. Candidates will be ranked on the basis of a composite score, computed as follows:
1. The percentage attained on the written test multiplied by sixty percent (60%).
 2. The percentage attained on the oral interview multiplied by thirty percent (30%).

3. In addition, points (up to a maximum of five [5]) will be added to the total composite score as follows:

Each employee will be awarded three (3) point for possession of an associates degree or five (5) points for possession of a bachelor's degree in Fire Science, Management or Public Administration, provided the degree is not a minimum qualification for that position.

4. Additionally, each employee shall be issued 0.5 point for each year of full-time service, not to exceed five (5) points, to attain the total composite score.

5. In the event two (2) or more employees attain the same final score, the position will be awarded to the employee who is highest on the seniority list.

F. An employee who works out of a classification in a higher paying, vacant position for a period of six (6) consecutive months shall be promoted to that position, without examination, upon that employee's request. This provision shall not apply to those employees working out of classification in a higher-paying classification as the result of a vacant position created by an employee who is on an approved leave.

ARTICLE 15: VETERANS AND MILITARY LEAVES OF ABSENCE

An employee who enters the military service of the United States by draft or enlistment shall be granted a leave of absence for that purpose and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 and/or any other applicable laws then effective.

Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves. Applications for leaves of absence for such purpose must be made as soon as possible after the employee's receipt of his orders or schedules.

Employees on military leaves of absence will be paid the difference between their military pay and their straight time wage for their regularly scheduled workdays when they are on such a leave of absence for periods not to exceed twelve (12) weeks in any twelve (12) month period provided proof of pay is submitted.

ARTICLE 16: LEAVES WITH PAY

A. ANNUAL LEAVE

1. Eligible fire prevention/administrative personnel (see Article 10:E.) shall accrue four (4) hours of annual leave each pay period to a maximum of

104 annual leave hours per year. Fire fighters shall accrue twelve (12) hours of annual leave each month. Leave accruals will be charged based on the number of hours for an employee's scheduled shift.

2. Within two (2) weeks of the end of the first pay period in June of each calendar year, unused annual leave accrued through last pay period that ends in May will be subject to the following:
 - a. Fire prevention/administrative employees with Annual Leave time remaining will have that leave time carried forward, up to a maximum of 40 hours. Fire suppression employees with Annual Leave time remaining will have that leave time carried forward, up to a maximum 48 hours.
 - b. Employees who have accrued more unused annual leave than the maximum hours to be carried forward must contribute to their VantageCare Retiree Health Savings Plan (RHS) participant accounts all such leave time in excess of the hours carried forward to a maximum contribution of 16 hours per year. This contribution of hours may be modified subject to changes in the RHS plan design, which are either mandated or agreed upon by the parties.

- c. Employees will be paid 100 percent of their straight time hourly wage for any unused Annual Leave time in excess of hours carried forward and those contributed to their RHS participant account.
3. In order to take Annual Leave time, an employee shall notify the Department at least twenty-four (24) hours in advance of the commencement of the time off for approval and, in the event of an emergency (defined as a situation that cannot be planned for, which results in an urgent need for assistance/relief and that requires immediate action), the employee shall notify the Department no later than two (2) hours before the start/change of his shift on the day on which he wishes to take Annual Leave. However, in those instances where the emergency occurs within that two (2) hour period before the start/change of his shift, the employee shall notify the Department without delay that he wishes to take Annual Leave.

Such notification shall be in a reasonable manner to be specified by the Fire Chief. Likewise, if an employee must leave work because of an illness, the employee shall properly notify supervision in a reasonable manner as prescribed by the Fire Chief. Annual Leave time will be charged a minimum of no less than two (2) hours.

When utilizing Annual Leave time, the employee shall consider the efficient operation of the Department concerned. The Employer will not unreasonably deny approval or discipline employees regarding the utilization of annual leave time as long as such annual leave time is utilized in accordance with this Article.

B. FUNERAL LEAVE

A seniority employee shall be allowed up to seven (7) calendar days, with pay for scheduled work time, to attend the funeral or funeral related activities for a death in the close family. Close family is defined as follows: the employee's mother or father, wife or husband, son, daughter, a member of employee's household, mother or father of present spouse and the employee's brother, sister, grandparent or grandchild.

C. JURY DUTY

The Employer shall pay employees who are summoned for and serve jury duty the difference between their straight time wage for their regularly scheduled workdays during their active time of jury duty and the amount paid by the Court for periods not to exceed twelve (12) weeks in any twelve (12) month period. Employees summoned for jury duty must notify their supervisors as soon as

possible, keep their supervisors apprised of their need for continuing time off for jury duty and report to work for the remainder of any scheduled shift. Proof of jury service may be required.

ARTICLE 17: UNPAID LEAVES OF ABSENCE

A. Application for Unpaid Leave of Absence. Upon application by the employee to the Fire Chief, unpaid leaves of absence may be granted in the case of medical emergency, elected position, appointed position, personal educational leave, care giver responsibility or other justifiable reasons. Leaves may be granted not to exceed twelve (12) months. An extension may be requested. All requests for unpaid leaves of absence shall be answered by the City within seven (7) calendar days of the request.

B. Benefits During Leaves of Absence.

1. Accruals

Annual and vacation time will not be accrued for any pay period during which the employee received no payroll check. Seniority is frozen at the commencement of an unpaid leave of absence; however, seniority shall continue to accrue for extended illness/injury leaves or in FMLA qualifying situations, or as otherwise provided for in this Agreement, (see for

example, Article 11 and Article 31). All accrued vacation leave must be exhausted before the commencement of an unpaid leave.

2. Insurance

- a. Except for extended illness/injury leaves, or in FMLA qualifying situations, or as otherwise provided in this Agreement, (see, for example, Article 11 and Article 31), employer-paid health, life and disability insurance contributions cease as of the first of the month following one full calendar month in which the employee has received no payroll check, subject to COBRA/PHSA continuation provisions, or as otherwise provided for in this Agreement.
- b. Except for extended illness/injury leaves, or in FMLA qualifying situations, or as otherwise provided in this Agreement (see, for example Article 11 and Article 31), life insurance, STD and LTD may be continued at the employee's expense for a maximum of three (3) months following the last day worked.

3. Pension

Pension contributions are based on earnings and cease as of the first pay period for which no payroll check is received, except as otherwise provided by law or in this Agreement.

C. Return from Unpaid Leave of Absence.

To return from an unpaid leave of absence for medical reasons, an employee must provide a statement from a physician that releases the employee to come back to work. At the discretion of the Fire Chief, any employee on medical leave/disability or returning from medical/disability leave may be required to be evaluated by the Employer's physician.

D. ADA.

In addition, the Employer is committed to the lawful implementation of the Americans with Disabilities Act (ADA) and the Michigan Persons with Disabilities Civil Rights Act. Qualified employees who provide medical verification of a bona fide disability to the Employer shall be accorded all of the rights properly granted under these statutes.

E. FMLA.

All rights and responsibilities granted under this contract provision are not meant to conflict with the rights and responsibilities granted under the Family and Medical Leave Act ("FMLA"). Whenever an employee uses any leave granted under this contract for purposes

defined under the FMLA, that employee will be required to use FMLA concurrently with that leave up to the twelve (12) weeks per year granted under the Act (under FMLA the employee must use vacation leave first and may use annual leave before utilizing unpaid leave time under FMLA). Employees who exhaust FMLA may request and may be granted additional leave as provided for in this Article.

ARTICLE 18: LEAVES FOR UNION BUSINESS

Members of the Union may attend conventions of the MPFFU or the IAFF and official functions of the International or State Union at their own cost and expense, without loss of pay or time provided:

- The maximum number of working hours allowed for such purposes for all members of the Union collectively shall not exceed 120 hours in any one year period,
- Adequate shift coverage is maintained,
- No overtime shall be created as a result of this Article.

Proof of attendance shall be given at the request of Fire Department Administration.

ARTICLE 19: WORKING HOURS, PREMIUMS AND ALLOWANCES

A. Fire fighter/paramedics

1. Fire fighter/paramedics employed on the effective date of this Agreement and those subsequently hired will work an average of 2912 hours annually, in 24 hour shifts in a 3 platoon scheduling system.

Fire fighter/paramedics are compensated at straight time for all regularly scheduled hours worked. Regularly scheduled hours worked in excess of 106 in a pay period are paid an additional one-half of the fire fighter/paramedic's hourly rate. For these overtime calculations, only hours actually worked are considered. Paid and unpaid time off are deducted from total hours in a pay period.

All scheduled and unscheduled hours worked outside of the fire fighter/paramedics regularly scheduled shifts are paid at one and one-half times the fire fighter/paramedics hourly rate. For these overtime calculations, there is no deduction for time off and the fire fighter is paid one and one-half times the fire fighter/paramedic's hourly rate regardless of the total hours actually worked in the pay period.

The overtime procedure is explained in more detail in Appendix F.

2. Meal Allowance.

Beginning with calendar year 2005 each 24 hour fire fighter/paramedic employed on the first payday in October will receive an annual food allowance of \$700.00 payable on that payday.

3. Daylight Savings Time.

On the days that daylight savings time begins and ends, fire fighters who work full shifts on those days will be paid for a 24 hour shift.

B. Fire Prevention/Administrative Personnel

1. Fire Prevention/Administrative personnel will ordinarily work 4, 10 hour days per week. This Article shall not be construed as, and is not a guarantee of any number of hours of work per day or per week, or pay per day or per week. The City reserves the right to schedule the workweek and the right to schedule the lunch break.

2. All scheduled time worked in excess of 40 hours in any 1 work week will be paid at time and one-half of the employee's then-current regular hourly rate of pay. However, double time will be paid for hours worked continuously on the same shift in excess of 2 hours more than the number of hours scheduled for that shift. Also, double time will be paid for hours worked on the seventh day of an employee's weekly work schedule.

C. Overtime

If, in the judgment of supervision, there exists an emergency or operational difficulty, which requires overtime work, supervision may assign overtime as needed through out

the Department, and the employees assigned the overtime shall work it. Overtime will be permitted only when authorized by the Fire Chief or his designated representative.

ARTICLE 20: HOLIDAYS

Fire prevention/administrative personnel shall be paid their current rate of pay for ten (10) hours, for the following designated holidays. Any such fire prevention/administrative employees required to work on a designated holiday will receive holiday pay in addition to pay at the rate of time and one-half the regular rate of pay:

New Year's Day	Labor Day
Martin Luther King Jr. Holiday	Thanksgiving Day
Presidents Day	Day After Thanksgiving
Good Friday	Day Before Christmas
Memorial Day	Christmas Day
Fourth of July	Day Before New Year

The Martin Luther King, Jr. Holiday is substituted for the Employee's Birthday beginning January 1, 2009.

Effective calendar year 2005 each 24-hour fire fighter shall be paid \$3,000 per year for holidays payable in two increments, ½ on the first pay day in June, and ½ on the first payday in December to fire fighter/paramedic employed on that day. The "holiday pay check" shall be

separate and not incorporated into the regular paychecks. Fire fighters will receive no other compensation or premium pay in addition to their regular rate of pay for working on holidays.

ARTICLE 21: VACATIONS

A. Eligible personnel (see Article 10:E) working a 40-hour work week will earn credit toward vacation with pay in accordance with the following schedule effective January 1, 2008:

<u>Length of Service</u>	<u>Accrued Vacation</u>
Date of Hire through 5 Years	Earned Each Pay Period to a Maximum of 80 Hours per year or 8 Shifts per Year
5 Years and 1 Day through 11 Years	Earned Each Pay Period to a Maximum of 120 Hours per year or 12 Shifts per Year
11 Years and 1 Day through 15 Years	Earned Each Pay Period to a Maximum of 160 Hours per year or 16 Shifts per Year
15 Years and 1 Day through 18 Years	Earned Each Pay Period to a Maximum of 180 Hours per year or 18 Shifts per Year
18 Years and 1 Day or more	Earned Each Pay Period to a Maximum of 200 Hours per year or 20 Shifts per Year

B. Eligible Fire fighters/paramedics (see Article 10:E) who work 24 hour shifts will earn credit toward vacation with pay in accordance with the following schedule effective January 1, 2008:

<u>Length of Service</u>	<u>Accrued Vacation</u>
Date of Hire through 5 Years	Earned Each Pay Period to a Maximum of 120 Hours per Year or 5 Shifts per Year
5 Years and 1 Day through 11 Years	Earned Each Pay Period to a Maximum of 190 Hours per Year or 8 Shifts per Year
11 Years and 1 Day through 15 Years	Earned Each Pay Period to a Maximum of 264 Hours per Year or 11 Shifts per Year
15 Years and 1 Day through 18 Years	Earned Each Pay Period to a Maximum of 288 Hours per Year or 12 Shifts per Year
18 Years and 1 Day or more	Earned Each Pay Period to a Maximum of 336 Hours per Year or 14 Shifts per Year

C. Vacation with pay must be taken either during the year in which the vacation time was accrued or during the year immediately following that in which the vacation time was accrued.

- D. In order to take vacation, each employee must provide a minimum of two (2) weeks notice to the Fire Chief, unless this notification requirement is waived by the Chief. Paid vacation must be taken in a full shift.

- E. Vacations will be granted at such times as are suitable, considering the request of the employees and the efficient operation of the Department.

- F. If a regular pay day falls during an employee's vacation, he will receive that check in advance before going on vacation if a written request for the early check has been made at least four (4) weeks before leaving on vacation.

- G. Payment for Vacation: Employees who are earning more than one hundred twenty (120) hours of vacation pay per accrual year may receive payment in lieu of vacation for that vacation in excess of 120 hours , at the discretion of the Fire Chief with administrative approval.

ARTICLE 22: UNIFORMS AND EQUIPMENT

- A. Upon being employed by the City, the following required uniforms and equipment will be provided by the City through a quarter-master system and initially issued to new probationary employees. The following items will be provided:

- Pants
- Long Sleeve Shirts
- Short Sleeve Shirts
- Job Shirts
- T-shirts
- Belt
- Tie
- Jacket
- Boots or Shoes
- Other necessary equipment to perform fire-fighting duties.

B. The City shall provide additional clothing and equipment on a replacement basis. The clothing and/or equipment that needs to be replaced must be turned in with evidence that normal care was given to the clothing and/or equipment and that replacement is necessary. That determination will be at the sole discretion of the Fire Chief or his designee.

C. The City shall provide a class A dress uniform after three (3) years of service as a full-time fire fighter.

D. The City shall pay for laundry and dry cleaning of uniforms.

- E. Employees who leave the employment of the City shall return all clothing, equipment and badges purchased by the City, except pants, shirts and uniform shoes/boots.
- F. All clothing will have proper identification and all equipment shall be properly maintained.

ARTICLE 23: NEW OR CHANGED JOBS

When a new job is placed in existence which cannot be properly placed in the existing classification and rate structure, or a new classification is established, or an existing classification is changed or combined with another classification to the extent that materially different skills and responsibilities are required, the Union will be notified in writing of the position and its rate of pay. For ten (10) working days after this notice, the Union may request, in writing, a meeting with the City to negotiate the rate of pay. If no written request is filed within the ten (10) day period, the rate of pay will be deemed satisfactory with the Union.

ARTICLE 24: BULLETIN BOARDS, UNION OFFICE AND STATION TOURS

- A. The City shall provide the Union with bulletin board space at the central fire station for posting notices set forth in Paragraph B, below, provided such notices are initiated by the Union steward. The Union will submit one (1) copy of said notice to the Fire Chief prior to being posted on the bulletin board.

- B. Notices shall be restricted to the following types:
1. Notices of Union social/recreational events.
 2. Notices of Union elections, appointments and results thereof.
 3. Notices of Union meetings.
 4. Notices of Union educational classes, conferences or conventions.
- C. The bulletin board shall not be used by the Union or its members for disseminating derogatory or local political matter of any kind whatsoever.
- D. The City shall provide the Union with office space at the central fire station. The location will be agreed upon by the Fire Chief and the Union.
- E. During station tours, persons participating in the tours (other than Fire Department personnel) will not be allowed inside the bunkroom(s).

ARTICLE 25: RETURN TO WORK

All members of the bargaining unit may, at the discretion of the Fire Chief, be medically evaluated prior to being reassigned to emergency duties after an illness/injury needing medical attention and/or an operation requiring hospitalization. The medical evaluation will not only include a complete physical examination, but may also include a mental examination. If an

employee fails to pass either the physical examination or the mental examination, the employee will not be reassigned.

ARTICLE 26: EMPLOYEE INFORMATION

The City maintains personnel records on all employees. It is the responsibility of every employee to ensure that the information provided to the City is accurate and to notify Human Resources of the following items or report any changes within twenty-four (24) hours of the effective date.

- Address or telephone number of the employee;
- Name, address or telephone number of the person to be notified in case of emergency;
- Dependents to be declared on tax forms;
- Persons covered or beneficiaries of the City's group benefits; or
- Any marriage or divorce.

This information as it appears in the City records shall be conclusive when used for any notice relating to this agreement.

ARTICLE 27: EDUCATION/TRAINING REFUND

Union members are eligible for reimbursement of education expenses with approval of the Fire Chief and administrative approval in accordance with the City's tuition refund program, which shall provide for tuition and fees up to \$2,000 per year for the duration of the Agreement. Employees who leave City employment within 1 year of receiving the reimbursed training/education are required to re-pay 100% of the amount reimbursed by the City, and employees who leave City employment within 2 years of receiving the reimbursed training/education are required to repay 50% of the amount reimbursed by the City.

With the proper approval, time off without loss of pay will be given to an employee for any course required to maintain certification for his or her classification, or otherwise required by the Department. Training required for licensing/certification, and training required by the Department, will be offered by the Department during the employees' normal working hours; if an employee is unable to attend due to unforeseen emergency, then the Department will pay for the employee to attend the training outside the Department, with 1-1/2 overtime pay for time spent in such training outside of the employee's normal working hours."

ARTICLE 28: MAINTENANCE OF STANDARDS

It is the intent of the Employer to maintain and promote a high standard for all conditions of employment and to improve the standards whenever and wherever possible.

It is the Union's intent to have all bargaining employees maintain and promote a high standard of efficiency on their assignments and to improve whenever and wherever possible.

ARTICLE 29: NO-STRIKE/NO-LOCKOUT CLAUSE

- A. During the life of this Agreement, the Union shall not cause, authorize sanction or condone, nor shall any member of the Union take part in any strike, sit down, slow down, work stoppage, curtailment of work, concerted use of paid leave time, restriction of work, or interference with the operations of the City of any kind for any reason, including a labor dispute between the City and any other labor organization.

- B. The Union agrees that it (and its officers) will take prompt, affirmative action to prevent or stop unauthorized strikes, sit downs, stay ins, slow downs, work stoppages, curtailment of work, concerted use of paid leave time, restriction of work or interference with the operations of the City by notifying the employees and the public, in writing, that it disavows these acts. The Union further agrees that the City shall have the right to discipline (including discharge) any or all employees who instigate, participate in or give leadership to any of these acts.

- C. During the life of this Agreement, management shall not lockout any employees as a result of a labor dispute.

ARTICLE 30: GROOMING POLICY

- A. The hair on top of the head will be neatly groomed. The length and/or bulk of the hair will not be excessive, nor present a ragged, unkempt or extreme appearance.
- B. Hair will present a tapered appearance of being combed and will not cover the ears, nor will the hair touch the eyebrows or extend below the upper edge of the shirt collar at normal posture. The so-called "block cut" fullness in the back is permitted in moderate degree. In all cases, the bulk or length of hair shall not interfere with normal placement of all standard fire headgear. When a hat is worn, the hair shall not curl up over the edges of the hat.
- C. If the member desires to wear sideburns, they will be neatly trimmed. The base will be a clean-shaven, horizontal line and shall not extend below the middle of the ears. Sideburns will be no more than two (2) consecutive fingers width, nor will they be extremely flared.
- D. The face shall be clean shaven, except that mustaches are permitted. If a mustache is worn, it will be kept neatly trimmed with no portion extending beyond the corners of the

mouth. Mustaches shall not grow over the upper lip, nor shall handlebar or other ornamental mustaches be worn. Goatees and beards also shall not be worn.

E. The wearing of a wig or hair piece shall conform to the standard haircut criteria as stated within this Article.

F. While on duty all personnel shall maintain a professional appearance including wearing the appropriate clean, well-pressed uniform and the maintenance of good grooming habits, including hair length which does not fall below the top of the shirt collar and a clean-shaven face at the beginning of each shift.

ARTICLE 31: INSURANCE

The Employer will provide each full-time employee with certain choices as indicated on the flexible benefit menu. The employer will pay the premium for insurance coverage contained in this Article, to the extent required by this Agreement; but does not guarantee the payment or availability of the benefits which are subject to legal and carrier requirements (also see Article 10:E.). Core Benefits are provided at no cost to the employee. The following benefits are effective January 1, 2009. Insurance-related benefits set forth in the previous Agreement between the parties apply until that time.

A. CORE BENEFITS

1. **Blue Cross/Blue Shield of Michigan Community Blue Option 2** with 500-Preventative Care Benefits, 50% mental health care benefits, \$20.00 office co-pay including chiropractic, \$100.00 emergency room co-pay, (waived for approved diagnosis or if admitted), Preferred Prescription Certificate with a \$10.00 co-pay for generic and a \$40.00 co-pay for brand drugs, including two (2) mail order co-pays for a 90-day supply.

2. **Blue Cross/Blue Shield of Michigan Traditional Dental Plus:**
 - 100% Class I Preventive Care
 - 75% Class II Restorative Care
 - 50% Class III Prosthodontic Care

3. Blue Cross/Blue Shield of Michigan Vision Care Benefit Certificate A-80 Free-standing FLVSA, including \$5.00 examination co-pay and \$7.50 co-pay frames and lenses once every 12 months within specified limits and contact lenses if medically necessary or with a \$35.00 benefit for voluntary purchases of contact lenses if in place of eyeglasses. This coverage is not available in conjunction with Health Alliance Plan Option as described in Article 31:B.1.a.

4. Short-term disability insurance, which shall provide 66 2/3% of the disabled employee's base wage income provided by Employer, to a maximum of \$1,000 dollars per week, beginning the first day in case of an accident and the eighth day in case of illness. A disabled employee is eligible for short-term disability up to a maximum of 180 days after the accident or the commencement of the illness.

A partial disability benefit that supplements work earnings to an amount not to exceed 100% of covered pre-disability income, minus applicable off-sets, will be provided when the employee is able to work while disabled.

5. Long-term disability insurance which shall provide 60% of the disabled employee's base wage income provided by the Employer to a maximum of \$4,000 per month, beginning with the 181st day of disability and ending on the earlier of the date the person is no longer considered disabled by the insurance carrier or when the Maximum Benefit Period is reached. The maximum benefit period is described in the City's Group Disability Insurance Certificate.

The City will pay the applicable premiums for LTD insurance, however, the employee will be responsible for income tax on the value of those premiums, so that any benefits to the employee will not be subject to income taxes as permitted by applicable income tax rules.

6. Term life insurance coverage with a benefit equal to the nearest \$1,000 increment, greater than the employee's base wage, to a maximum of \$50,000.

B. FLEXIBLE BENEFIT OPTIONS

In addition to the Core offerings, there are several Optional Benefits that offer some alternative(s) to the Core benefits. These Options may result in no additional cost to the employee, may come with a cash rebate, or may require additional cost to be paid by the employee. These Options are:

1. **At no additional cost to the employee:**
 - a. **Health Alliance Plan**, including \$10.00 prescription co-pay for generic drugs and \$20.00 prescription co-pay for brand drugs; with one (1) mail order co-pay for a 90-day supply from HAP's Maintenance Drug List and a \$5.00 discount on the third co-pay for a 90-day supply of any drug not on the list; one (1) pair of

eyeglasses every 12 months with prescription change or otherwise one (1) pair every 24 months or contact lenses if medically necessary, up to \$80 for the voluntary purchase of contact lenses in place of eyeglasses; with \$10.00 office visit co-pay, \$10.00 urgent care co-pay and \$50.00 emergency room co-pay (waived for approved diagnosis or if admitted) and conventional hearing aids with a prescription change or comparable hearing aid coverage as available.

- b. **Blue Cross/Blue Shield of Michigan Blue Care Network**, including one hundred percent (100%) coverage for services rendered by or referred by the primary care physician, including a \$10.00 prescription co-pay for generic drugs and a \$20.00 prescription co-pay for brand drugs including two (2) mail order co-pays for a 90-day supply with a \$10.00 office visit co-pay, and \$50.00 emergency room co-pay (waived for approved diagnosis or if admitted). The FC rider for vision will be employer paid when enrolled in BCN.

- c. **Medicare.** Consistent with Medicare secondary payer laws, the appropriate Medicare supplemental coverage in the event that

Medicare becomes the primary payer for an active employee or an employee's spouse or beneficiary. The Employer reserves the right to adjust all health care coverages to reasonably respond to changes in Medicare or other government programs.

- d. **Cash Rebate.** Employees who receive health or dental insurance have the option to be paid \$215.00 per month if they elect not to receive health insurance from the Employer, and \$18.00 per month if they elect not to receive the dental insurance provided by the Employer. Proof of alternate insurance will be required to receive payment in lieu of coverage. Eligible employees may elect to switch from payment to coverage or vice versa no more than once a year (during the open enrollment period) with the exception of an emergency situation such as involuntary loss of coverage under which circumstances the employee's coverage will be reinstated as soon as permitted by the insurance carrier. If in such an emergency situation, the employee purchases benefits pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA), the Employer will reimburse the employee for the cost of this COBRA coverage until the employee can obtain coverage through the Employer's health and dental plans.

2. **Additional cost to be paid by the employee:**

- a. **Blue Cross/Blue Shield of Michigan Community Blue Option 1**
with 500-Preventative Care Benefits, \$10.00 office co-pay including chiropractic, \$100.00 emergency room co-pay (waived for approved diagnosis or if admitted); 50% mental health care benefits, Preferred Prescription Certificate with a \$10.00 co-pay for generic and a \$40.00 co-pay for brand drugs, including two (2) mail order co-pays for a 90-day supply;
- b. **Family Continuation (FC) Riders** for Blue Cross/Blue Shield of Michigan Community Blue Options 1 or 2, Blue Cross/Blue Shield of Michigan Vision Care, BCBSM Traditional Dental Plus; 50% of the cost for one Health Alliance Plan or Blue Care Network FC rider; 25% of the cost for a second rider and 0% of the cost for additional FC riders.
- c. **Supplemental Life Insurance;**
- d. **Supplemental Long-Term Disability Insurance;**
- d. **Flexible (Sec. 125) Plan Options:**
 - 1. Uninsured Health Care Reimbursement Account to a maximum pre-tax payroll deduction of \$3,000 per year.
 - 2. Dependent Care Reimbursement Account.

3. Pre-tax payment for employee premiums.
- e. Cancer Insurance;
- f. Personal Hospital Intensive Care Protection; and
- g. Other benefits provided by the City of Rochester Hills Flexible Benefits Plan.

C. RETIREE HEALTH INSURANCE

An employee who retires from the City (Retired Employee) may elect to continue Health Insurance, as may be in effect, at group rates, for the Retired Employee and his/her Spouse and/or Dependent(s) under the City's Retiree Health Benefit Program. The following is a summary of the terms and conditions that apply to this program as of the effective date of this Agreement.

1. On the date of retirement, the combination of the Retired Employee's age and years of service must total at least 70 or the retired employee must have attained a minimum of 55 years of age and five (5) years of service.
2. Health Insurance, as used herein shall mean health, vision, prescription, and/or dental insurance that may be offered by the City's group insurance carriers to the Retired Employee and his/her spouse and/or dependant(s) at the date of retirement.

3. Spouse and Dependant(s), as used herein, shall mean the Retired Employee's spouse and dependent(s) as may be eligible for Health Insurance as of the date of retirement, under the terms and conditions of an applicable group Health Insurance plan.
4. The Retired employee, his/her spouse and/or dependant(s) will not be eligible for the city's group Health Insurance if the retiree fails to enroll within 45 days of retirement.
5. Those employees who meet eligibility requirements for the City's Supplemental Retiree Health Benefit as of January 1, 2001 shall receive an amount established as of that date toward applicable health insurance premiums upon retirement.
6. Once any Supplemental Benefit is applied, the balance of all premiums for health insurance must be paid from the retiree's ICMA VantageCare Retiree Health Savings Plan (RHS) account or by the retired employee or surviving spouse to the City one month in advance of the City's regular monthly premium due date, at group rates as may be established by the applicable insurance carriers.

7. Depending on availability, medical plans for retirees under age 65 will be comparable to one or more medical plan options available to active employees. However, prescription plans and co-pays may differ from those available to active employees.
8. Retirees under age 65 who enroll in HAP must utilize their RHS account or Supplemental Benefit to fund at least 50% of monthly premium costs and must switch to a Blue Cross Blue Shield retiree plan at the next enrollment period when their remaining Retiree Health Benefit Program funds are insufficient to meet the 50% requirement.
9. Once eligible for Medicare, the retired employee may elect to purchase health care coverage under the Retiree Health Benefit Program subject to the terms and conditions of any applicable Medicare insurance plans, the requirements of the City and subject to the same terms and conditions that apply to other Health Insurance under this Section 31:C.
10. The continuation of Health Insurance for the Retired Employee's Spouse and/or Dependent(s) is conditioned upon the Retired Employee's election to continue Health Insurance at the time of retirement and, after election, may be continued for the Retired Employee's Spouse and/or Dependent(s) until such time as the Retired Employee ceases to

participate in the Health Insurance, through non-payment of premiums, loss of eligibility for coverage or otherwise subject to the following exception: if the Retired Employee dies leaving a surviving Spouse who was covered on the date of retirement, that surviving Spouse may continue Health Insurance subject to terms and conditions specified in the City's Retiree Health Benefit Program. Qualified dependents (generally dependents under 18 or 24 years of age if a full-time student) may receive Health Insurance only during the life of the surviving spouse.

11. No Retired Employee, Spouse and/or Dependent(s) has the right to require the City to continue to offer any particular Health Insurance after the Employee's retirement for any particular duration, it being expressly acknowledged and understood that Health Insurance, as may be offered to the Retired Employee, Spouse and/or Dependent(s) at the date of the employee's retirement may be thereafter modified, amended, suspended or terminated by the City for good reason, such as any change in health care benefits affecting the City's active employees, any change effectuated by the an insurance provider, any reduction in retiree benefits resulting from collective bargaining, any change which is reasonably needed to avoid detrimental economic consequences to the City which are neither nominal nor trivial or implementation of a relevant State or Federal benefit plan.

12. The Retired Employee, Spouse and/or Dependent(s) shall be entitled to any rights as maybe afforded under COBRA, in accordance with applicable federal law, and the City makes no promises or guarantees in connection therewith.
- D. The Employer shall continue to provide for all bargaining unit employees the Accidental and Specified Sickness Coverage for Emergency Service Personnel administered by VFIS as currently in place. However, this benefit may be replaced by a benefit provided by an alternate carrier should the City and Union mutually agree to do so.
- E. **Continuation of Insurance for Disabled Employees**
1. For employees who are unable to perform their regular duties because of a non-duty related disability and who are receiving disability benefits pursuant to a City benefit plan required by this Agreement, the City shall pay the premiums for Employer-paid health and life insurance benefits required by this Agreement, consistent with the requirements of the insurance carriers, at the time the disability commenced for the period of disability to a maximum of twelve (12) consecutive months; thereafter, for an additional period up to the maximum applicable COBRA entitlement these employees shall have the right to maintain such insurance benefits at the City's premium rate plus COBRA

administrative fee provided the coverage is available. In lieu of COBRA, such employee may qualify for the City's Retiree Health Benefit Program, which could require a change in the insurance carrier.

2. For employees who are unable to perform their regular duties because of a duty-related disability, the City shall pay the premiums for Employer-paid health and life insurance benefits required by this Agreement, consistent with the requirements of the insurance carriers, the City's Retiree Health Benefit Program and COBRA. These City Insurance benefits are to be received by the employee for the period the employee is receiving disability benefits pursuant to a City benefit plan required by this Agreement or workers' compensation benefits until he reaches the age of 55, or for a period equal to the employee's length of seniority as a full-time fire fighter for those employees who have seniority as a full-time fire fighter for five (5) or fewer years, provided the employee is not eligible to obtain comparable coverage, at no additional cost to the employee, from a spouse or another source. Participation in the City's Retiree Health Benefit Program may require a change in the employee's insurance carrier.

This provision shall apply to the redemption of a workers' compensation claim relating to a disability where the employee is totally and permanently disabled. In the event of a dispute as to whether the employee has a total and

permanent disability for purposes of this provision, a determination shall be made by a medical review panel comprised of the employee's physician, a physician appointed by the City and a third physician selected by the other two. The determination of this medical review panel shall be final and binding on all parties.

3. If an employee qualifies for this benefit and simultaneously qualifies for the supplemental portion of the City of Rochester Hills Retiree Health Benefit Program, the Supplemental Benefit shall be considered part of, and not in addition to, the City's premium obligations. Also, the period during which the City pays health insurance premiums under Section 2 above, runs concurrently with the maximum period an employee receives the Supplemental Benefit.

ARTICLE 32: WORKERS' COMPENSATION

On-the-Job Injury: Each employee will be covered by the applicable Workers' Compensation laws. Benefits during a workers' compensation leave are provided in accordance with Article 17: Unpaid Leaves of Absence, paragraph B. The City may choose to self-fund the seven-day elimination period of a Workers' Compensation claim.

ARTICLE 33: LONGEVITY

Longevity pay shall be paid to all employees covered by this Agreement according to the following formula:

After 5 Years of Service	1+1/2%
After 8 Years of Service	3+1/2%
After 11 Years of Service	4%
After 14 Years of Service	4+1/2%
After 17 Years of Service	5+1/2%

ARTICLE 34: SAVINGS AND SEPARABILITY

If any Article or section of this Agreement, or supplement thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby, and the parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually-satisfactory replacement for such Article or section.

ARTICLE 35: ZIPPER CLAUSE

This Agreement constitutes the final understanding of the parties as to every issue that was or could have been the subject of bargaining during these negotiations. Neither party shall be required to bargain with the other during the course of this Agreement, except as elsewhere provided in this Agreement.

The parties to this Agreement recognize that under the Special Conference provision, modifications to this contract can be made by the mutual agreement of both parties.

Any provision of this Agreement reopened shall remain in full force and effect until such time as an agreement is reached on replacement language.

ARTICLE 36: RATIFICATION AND TERMINATION

This Agreement shall be effective and shall be in full force and effect on the date this Agreement is executed by the parties unless otherwise specified in this Agreement. A ratification bonus will be paid to all members of this bargaining unit who are members on the date of ratification that is equal to wage increases, increased meal allowance and increased holiday pay required by this Agreement for periods prior to its effective date.

This Agreement shall remain in full force and effect (except as provided in Appendix B: Wages and below) until December 31, 2010 and shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations/mediation until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph:

In the event that either party desires to terminate this Agreement, written notice must be hand delivered to an officer of the local union or to the Mayor or Fire Chief, as the case may be, not less than sixty (60) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

There will be a moratorium on Union proposals for changes in Pension (not inclusive of deferred compensation) or Retiree Health Care programs through contract year 2013. All members of this bargaining unit will receive any improvements in these programs provided to any other City employee group.

Unless otherwise agreed by the City and the Union, the term of the next successor agreement will be January 1, 2011 through December 31, 2013.

The Union agrees to submit this Collective Bargaining Agreement to the membership and recommend that it be ratified and adopted in its entirety and final action of such ratification shall be taken.

APPENDIX A
PENSION FUND

Benefits attributed to Employer contributions are vested after five (5) years of credited service. The pension is one hundred percent (100%) vested at the end of the vesting period--with no graduated percentage of vesting for interim months/years of credited service.

The Employer agrees to pay twelve percent (12%) of the employee's total annual wage into the pension fund monthly for all those employees of record on the day of the signing of this Agreement. Effective upon mutual ratification of the 2005-2010 Agreement, the Employer agrees to pay fourteen percent (14%) of the employee's total annual earnings into the pension fund monthly for all those employees of record as of mutual ratification, and employees will contribute 3% of their total annual earnings into their pension accounts.

Continuation of Pension for Duty-Disabled Employees: For employees who are unable to perform their regular duties because of a duty-related disability, the City shall provide a benefit to said employee by the last pay day of each calendar year an amount equal to fifty (50%) percent of the pension contribution made on behalf of this employee by the City for the last full calendar year prior to the date of the injury or illness which resulted in the disability, for the period that the employee is receiving disability benefits pursuant to a City benefit plan required

by this agreement or workers' compensation benefits, or until the employee reaches the age of 55, or for a period equal to the employee's length of seniority as a full-time fire fighter/paramedic for those employees who have seniority as a full-time fire fighter/paramedic of fewer than five (5) years, whichever occurs first. This benefit for those employees who have five (5) or more years of accumulated service time will be paid in cash. This payment will be prorated based upon the percentage of the calendar year the employee received no regular wages from the City. The employee is not restricted as to the use of the cash benefit. This provision shall apply to the redemption of a workers' compensation claim relating to this disability where the employee is totally and permanently disabled. In the event of a dispute as to whether an employee has a total and permanent disability for purposes of this provision, a determination shall be made by a medical review panel comprised of the employee's physician, a physician appointed by the City and a third physician selected by the other two. The determination of this medical review panel shall be final and binding on all parties.

APPENDIX B

WAGES

1. General Adjustments

The City and the Union agree to general adjustments for contract years as follows.

Effective December 27, 2004 for 2005 – 0%

Effective December 26, 2005 for 2006 – 3%

Effective December 25, 2006 for 2007 – 3%

Effective December 24, 2007 for 2008 – 3%

Effective December 22, 2008 for 2009 – 2%

Effective December 21, 2009 for 2010 – 2%

2. Equity Adjustments

Effective upon mutual ratification, equity adjustments will be provided to the 2008 wages for classifications as follows:

- 9% for Fire Fighter/Paramedic and Captain/Inspector;
- 11% for Captain/Suppression, Captain/Training Officer, and Captain/EMS Coordinator;
- 7% for Captain/Fire Marshall

3. Lieutenant/Suppression

The rank of Lieutenant shall be created within the Suppression unit, with one such

officer assigned to each platoon/shift. The wage of Lieutenant shall be 50% between the maximum step for the position of Fire Fighter/Paramedic and the wage for Captain/Suppression. These three positions shall be filled as soon as practicable in accordance with Article 14 and pending agreement regarding promotions.”

2005 Adjustment (effective December 27, 2004)

Fire Fighter/Paramedic				
Months Employed:	0 - 12	13 - 24	25 - 36	37+
Hourly	\$11.507	\$14.339	\$15.213	\$17.840
2912 Annual Base	\$33,508.38	\$41,755.17	\$44,300.26	\$51,950.08
Lieutenant/Suppression				
Hourly	\$18.586			
2912 Hr Annual Base	\$54,122.43			
Captain/Suppression				
Hourly	\$19.332			
2912 Annual Base	\$56,294.78			
Lieutenant/Inspector				
Months Employed:	0 - 12	13 - 24	25 - 36	37+
Hourly	\$25.727	\$26.479	\$27.231	\$27.983
2080 Annual Base	\$53,512.16	\$55,076.32	\$56,640.48	\$58,204.64
Captain/Training Coord (Fire)				
Hourly	\$27.064			
2080 Annual Base	\$56,293.12			
Captain/EMS Coordinator				
Hourly	\$27.064			
2080 Annual Base	\$56,293.12			
Captain/Fire Marshall				
Hourly	\$31.001			
2080 Annual Base	\$64,482.08			
Assistant Chief				
Hourly	\$31.606			
2080 Annual Base	\$65,740.48			

2006 Adjustment (effective December 26, 2005)

Fire Fighter/Paramedic

Months Employed:	0 - 12	13 - 24	25 - 36	37+
Hourly	\$11.852	\$14.769	\$15.669	\$18.375
2912 Annual Base	\$34,513.64	\$43,007.82	\$45,629.26	\$53,508.58

Lieutenant/Suppression

Hourly	\$19.144
2912 Hr Annual Base	\$55,746.10

Captain/Suppression

Hourly	\$19.912
2912 Annual Base	\$57,983.63

Lieutenant/Inspector

Months Employed:	0 - 12	13 - 24	25 - 36	37+
Hourly	\$26.499	\$27.273	\$28.048	\$28.822
2080 Annual Base	\$55,117.52	\$56,728.61	\$58,339.69	\$59,950.78

Captain/Training Coord (Fire)

Hourly	\$27.876
2080 Annual Base	\$57,981.91

Captain/EMS Coordinator

Hourly	\$27.876
2080 Annual Base	\$57,981.91

Captain/Fire Marshall

Hourly	\$31.931
2080 Annual Base	\$66,416.54

Assistant Chief

Hourly	\$32.554
2080 Annual Base	\$67,712.69

2007 Adjustment (effective December 25, 2006)

Fire Fighter/Paramedic				
Months Employed:	0 - 12	13 - 24	25 - 36	37+
Hourly	\$12.208	\$15.212	\$16.139	\$18.926
2912 Annual Base	\$35,549.04	\$44,298.06	\$46,998.14	\$55,113.84
 Lieutenant/Suppression				
Hourly	\$19.718			
2912 Hr Annual Base	\$57,418.49			
 Captain/Suppression				
Hourly	\$20.509			
2912 Annual Base	\$59,723.14			
 Lieutenant/Inspector				
Months Employed:	0 - 12	13 - 24	25 - 36	37+
Hourly	\$27.294	\$28.092	\$28.889	\$29.687
2080 Annual Base	\$56,771.05	\$58,430.47	\$60,089.89	\$61,749.30
 Captain/Training Coord (Fire)				
Hourly	\$28.712			
2080 Annual Base	\$59,721.37			
 Captain/EMS Coordinator				
Hourly	\$28.712			
2080 Annual Base	\$59,721.37			
 Captain/Fire Marshall				
Hourly	\$32.889			
2080 Annual Base	\$68,409.04			
 Assistant Chief				
Hourly	\$33.531			
2080 Annual Base	\$69,744.08			

2008 Adjustment (effective December 24, 2007)

Fire Fighter/Paramedic

Months Employed:	0 - 12	13 - 24	25 - 36	37+
Hourly	\$12.574	\$15.669	\$16.624	\$19.494
2912 Annual Base	\$36,615.52	\$45,627.00	\$48,408.09	\$56,767.26

Lieutenant/Suppression

Hourly	\$20.309
2912 Hr Annual Base	\$59,141.04

Captain/Suppression

Hourly	\$21.125
2912 Annual Base	\$61,514.83

Lieutenant/Inspector

Months Employed:	0 - 12	13 - 24	25 - 36	37+
Hourly	\$28.113	\$28.934	\$29.756	\$30.578
2080 Annual Base	\$58,474.18	\$60,183.38	\$61,892.58	\$63,601.78

Captain/Training Coord (Fire)

Hourly	\$29.574
2080 Annual Base	\$61,513.01

Captain/EMS Coordinator

Hourly	\$29.574
2080 Annual Base	\$61,513.01

Captain/Fire Marshall

Hourly	\$33.876
2080 Annual Base	\$70,461.31

Assistant Chief

Hourly	\$34.537
2080 Annual Base	\$71,836.40

2008 Equity Adjustment (effective upon mutual ratification)

Fire Fighter/Paramedic

Months Employed:	0 - 12	13 - 24	25 - 36	37+
Equity Adjustment= 9%				
Hourly	\$13.706	\$17.079	\$18.120	\$21.249
2912 Annual Base	\$39,910.91	\$49,733.43	\$52,764.81	\$61,876.31

Lieutenant/Suppression

Hourly	\$22.349
2912 Hr Annual Base	\$65,078.88

Captain/Suppression

Equity Adjustment= 11%	
Hourly	\$23.448
2912 Annual Base	\$68,281.46

Lieutenant/Inspector

Months Employed:	0 - 12	13 - 24	25 - 36	37+
Equity Adjustment = 9%				
Hourly	\$30.643	\$31.538	\$32.434	\$33.330
2080 Annual Base	\$63,736.86	\$65,599.89	\$67,462.91	\$69,325.94

Captain/Training Coord (Fire)

Equity Adjustment= 11%	
Hourly	\$32.827
2080 Annual Base	\$68,279.44

Captain/EMS Coordinator

Equity Adjustment= 11%	
Hourly	\$32.827
2080 Annual Base	\$68,279.44

Captain/Fire Marshall

Equity Adjustment = 7%	
Hourly	\$36.247
2080 Annual Base	\$75,393.60

Assistant Chief

Equity Adjustment = 7%	
Hourly	\$36.954
2080 Annual Base	\$76,864.95

2009 Adjustment (effective December 22, 2008)

Fire Fighter/Paramedic

Months Employed:	0 - 12	13 - 24	25 - 36	37+
Hourly	\$13.980	\$17.420	\$18.482	\$21.674
2912 Annual Base	\$40,709.13	\$50,728.10	\$53,820.11	\$63,113.83

Lieutenant/Suppression

Hourly	\$22.795
2912 Annual Base	\$66,380.46

Captain/Suppression

Hourly	\$23.917
2912 Annual Base	\$69,647.09

Lieutenant/Inspector

Months Employed:	0 - 12	13 - 24	25 - 36	37+
Hourly	\$31.256	\$32.169	\$33.083	\$33.996
2080 Annual Base	\$65,011.60	\$66,911.88	\$68,812.17	\$70,712.46

Captain/Training Coord (Fire)

Hourly	\$33.483
2080 Annual Base	\$69,645.03

Captain/EMS Coordinator

Hourly	\$33.483
2080 Annual Base	\$69,645.03

Captain/Fire Marshall

Hourly	\$36.972
2080 Annual Base	\$76,901.47

Assistant Chief

Hourly	\$37.693
2080 Annual Base	\$78,402.24

2010 Adjustment (effective December 21, 2009)

Fire Fighter/Paramedic

Months Employed:	0 - 12	13 - 24	25 - 36	37+
Hourly	\$14.259	\$17.769	\$18.852	\$22.107
2912 Annual Base	\$41,523.31	\$51,742.66	\$54,896.51	\$64,376.11

Lieutenant/Suppression

Hourly	\$23.251
2912 Hr Annual Base	\$67,708.07

Captain/Suppression

Hourly	\$24.396
2912 Annual Base	\$71,040.03

Lieutenant/Inspector

Months Employed:	0 - 12	13 - 24	25 - 36	37+
Hourly	\$31.881	\$32.813	\$33.744	\$34.676
2080 Annual Base	\$66,311.83	\$68,250.12	\$70,188.42	\$72,126.71

Captain/Training Coord (Fire)

Hourly	\$34.153
2080 Annual Base	\$71,037.93

Captain/EMS Coordinator

Hourly	\$34.153
2080 Annual Base	\$71,037.93

Captain/Fire Marshall

Hourly	\$37.711
2080 Annual Base	\$78,439.50

Assistant Chief

Hourly	\$38.447
2080 Annual Base	\$79,970.29

APPENDIX C

EMPLOYEE ALCOHOL/CONTROLLED SUBSTANCE TESTING POLICY AND PROCEDURES

1. PURPOSE

- A. To establish the City of Rochester Hills' policy and procedures for dealing with employees whose job performance may be impaired as a result of the use of alcohol and/or controlled substances.
- B. To identify and establish what assistance is available to employees with problems related to the use of alcohol and/or controlled substances.
- C. To identify the employee's responsibility relative to the use of alcohol and/or controlled substances.
- D. To identify and establish the Employer's responsibility relative to the use of alcohol and/or controlled substances by the employees.
- E. To identify and establish the Union's responsibility relative to the use of alcohol and/or controlled substances by the employees.

2. PROCEDURE

- A. The demand for testing of City of Rochester Hills' employees for the use of alcohol and/or controlled substances must be based on "reasonable suspicion" and

must be ordered by the Fire Chief or designee with notification to the Mayor and Director of Human Resources.

B. Standards for Determining Reasonable Suspicion:

1. “Reasonable Suspicion” will be based on “specific objective facts and reasonable inferences drawn from these facts.”
2. Where the “reasonable suspicion” is based on personal observations the objective facts must be articulable and may include the employee’s appearance and behavior. Such personal observation must be made by a full-time chief officer or the highest ranking full-time department employee present at the location where the observation occurs.

Among the possible signs or symptoms of being under the influence of alcohol and/or controlled substances are any articulable factors which objectively demonstrate that a problem may exist, including, but not limited to:

- excessive absenteeism and tardiness;
- a pattern of impulsively taking vacation days;
- smell of alcohol or marijuana from employee;
- depression or erratic behavior;
- “glassy-eyed” appearance, “blood-shot” eyes or unusual appearance of the eyes including puffy or droopy eyelids and dilated or pinpoint pupils;

- unsatisfactory work performance;
- avoidance of supervisors, withdrawal from contact with other people;
- pattern of failure to meet established standards of personal appearance;
- noticeable decrease in productivity;
- lack of dexterity;
- slurred or incoherent speech;
- excessive perspiration or chills;
- nausea or vomiting;
- nosebleeds, excessive sniffing, chronic sinus problems, nasal sores;
- needle tracks or blood spots on clothing;
- tremors, racing or irregular heartbeats;
- confusion, anxiety, paranoia or hostility;
- coordination problems;
- lethargy and sleepiness;
- evidence of drug paraphernalia such as pipes, syringes, foil packets, pills, powders and empty alcohol containers; and/or
- any other articulable factor which relates to the employee's ability to perform his/her job.

C. Order to Administer Test(s):

Based upon the criteria set forth above, the Fire Chief or designee may order that a test will be given.

D. The Fire Chief or designee may order a test in the event of a vehicular crash or other incident or if there are controlled substances missing which were entrusted to the City.

E. If the Fire Chief or designee orders such a test, he shall prepare signed, dated, and timely documentation and furnish a copy to the Employee. .

F. Demand for Testing

At the time that 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.

If the results of the test prove negative, the employee shall be compensated for all time occurring outside of his/her scheduled work hours that are directly attributable to the actual testing process for alcohol or controlled substances. (e.g. to/from the Clinic, waiting to be tested at the Clinic and while giving the required samples for testing) Such reimbursement shall be at the appropriate rate of pay.

G. Testing Procedure

To maintain the integrity of the collection and testing process, the following testing procedure will be observed. All testing shall be done in accordance with the appropriate U.S. Department of Transportation guidelines at a NIDA approved laboratory unless in conflict with a provision of this Agreement which shall be controlling.

1. The employee, if he/she so wishes, may have a Union Representative present as a witness to the collection process, but the Union representative

shall not interfere or in any way jeopardize the test collection process. The Union Representative will also not be paid for the time spent outside of his/her regularly scheduled work hours as a witness to the collection process.

2. Upon completion of all testing and after test results are known, the City shall within 24 hours take reasonable steps to notify the employee of the results of the testing. A signed, dated, timed and contemporaneous written report from the laboratory must be sent to the City of Rochester Hills within 72 hours or as soon as practical after the test and shall be made available to the employee (and the Union if so requested by the employee in writing) immediately after its receipt by the City. If the report does not contain the following information, the City will obtain and furnish such information as soon as is practicable.

- (i) type of test(s) conducted;
- (ii) results of the tests; and
- (iii) level tested for each controlled substance and the test methodology employed; and
- (iv) any available information concerning the margin of accuracy and precision of the quantitative data reported for the test(s).

3. If the results of the test(s) are negative, any remaining samples will be opened and disposed of and container label(s), chain of custody records, and all other reports pertaining to the test(s) will be destroyed.
4. The specific levels of controlled substances or alcohol found in the employee's samples will be reported to the City of Rochester Hills only if the confirmation test is positive.

I. Laboratory Tests

All drug screening tests will be by generally accepted method. If the initial test report is positive, the employee will be placed on suspension without pay until the confirmation test results are known to the City. If the confirmation test report is negative, the employee will then be compensated for all time lost as if he/she had worked.

3. **EMPLOYEE ASSISTANCE SERVICE**

- A. If the above-referenced testing results are positive, the employee shall be given the opportunity to participate in the Employee Assistance Service (EAS) offered by the City of Rochester Hills.

Participation in the EAS allows employees to be directed to medical help by participating in a rehabilitation program and, at the same time, be given an opportunity to possibly retain employment with the City. Employees who are

required or elect to be treated on an in-patient basis must utilize annual and/or vacation time for this purpose. In the absence of such available time, the employee will be granted a leave of absence without pay and without loss of seniority for in-patient treatment. If the employee does not participate in and successfully complete a prescribed rehabilitation program within six (6) calendar months of the positive test, he/she shall be subject to discipline, up to and including discharge. If the employee successfully completes the prescribed rehabilitation program, the employee will be returned to his/her former position with retention of all seniority rights.

- B. Any subsequent positive test within twenty-four (24) months after the conclusion of the rehabilitation program will result in immediate discharge. The Union agrees that a termination under these circumstances is not subject to the grievance procedure. Subsequent testing during this 24 month period shall be random and limited to no more than four (4) random tests during this period. Random testing will occur during the employee's regularly scheduled work time. Such random testing is in addition to other alcohol/controlled substance testing prescribed by this Article and shall be in accordance with the testing procedures contained in this Article.

All participants in the EAS may submit their participation costs to the parties' health insurance carrier for possible reimbursement.

4.. **CONFIDENTIALITY**

All records pertaining to the initiation and administration of this program, including but not limited to, the supervisor's report, employee's explanation, Physician's report, Departmental testing record, and any Employee Assistance Program reports shall be treated as strictly confidential and shall be maintained only by the Human Resources Department as a part of the employee's medical record. No such records shall be maintained in the employee's regular personnel files. All such records pertaining to a positive test shall be destroyed within two (2) years of the Employee's successful completion of a prescribed rehabilitation program. Any individual in unauthorized possession of such a record is subject to discipline.

5. . **RESCISSION OF PRIOR RULES**

All rules inconsistent with the above are hereby rescinded. All City rules, policies, directives and procedures regarding the possession, manufacture, and/or sale of alcohol or controlled substances while on duty or on City property or in a City vehicle shall remain in full force and effect.

6. **GRIEVANCE PROCEDURE**

Any disputes concerning the interpretation or application of this policy and procedure shall be subject to the grievance procedure except for the discharge of a repeat offender as described in section 4B above.

7. **UNION HELD HARMLESS**

The Union and its members shall be held harmless for the City's violation of any laws or regulations arising from the creation, implementation, or administration of this policy/procedure by the City.

APPENDIX D
PHYSICAL FITNESS PROGRAM

I. **INTRODUCTION**

- A. Purpose: These Physical Fitness Guidelines are designed to encourage an optimal level of fitness, improve the level of service provided to the public, and reduce those accidents or injuries caused by poor conditioning. These guidelines explain the conditions, responsibilities, and parameters of the program. The City may refer to the Fire Service Joint Labor Management Wellness/Fitness Initiative as well as NFPA 1500 to assist it in implementing this program.
- B. Scope: These guidelines apply to all members of the Rochester Hills Fire Fighters union, IAFF Local 3472.
- C. Waiver: A licensed physician shall certify in writing to the City if the employee is unable to participate or must limit participation in the program based on an examination that includes consideration of the following:

Medical history
Occupational history
Height and weight
Vital signs
Dermatological system
Ears, eyes, nose, mouth, throat
Cardiovascular system
Respiratory system

Gastrointestinal system
Genitourinary system
Endocrine and metabolic systems
Musculoskeletal system
Neurological system
Audiometry
Visual acuity and peripheral vision testing
Pulmonary function testing
Laboratory testing (including cholesterol testing)
Diagnostic imaging (if indicated)
Electrocardiography (if indicated)

If an employee is not able to participate or must limit participation in the physical fitness program, the reason for the inability or limited participation shall be indicated.

II. **RESPONSIBILITY**

A. All Affected Employees:

1. Shall exercise each on duty shift for one hour or as otherwise designated by supervision.
2. Those unable to participate or who must limit participation, shall submit a written memorandum through channels to the Fire Chief or his designee stating the reasons they are unable to participate or must limit participation.
3. **Exclusion from Physical Fitness Program:** An employee who has a medical problem that prevents him/her from participating or necessitates limited participation in the Physical Fitness Program must submit a doctor's statement through the Chain of Command to the Fire Chief or his designee. The doctor's statement must explain the reasons(s) for the exclusion, or limited

participation, the treatment being given and the employee's prognosis. The Fire Chief and Human Resources will determine if the individual is able to remain on duty according to the requirement of the Americans With Disabilities Act and other applicable laws.

B. Officers:

1. Shall monitor employee participation.
2. Shall exercise periodically with assigned employees to ensure continued participation, progress and accountability.
3. Shall notify the Fire Chief or his designee, each shift, as to those individuals not participating in the Physical fitness Program and the reason for non-participation.
4. Shall designate exercise times for assigned employees.
5. Shall be responsible for program implementation.
6. Shall take appropriate action, including disciplinary procedures, on all memorandums received from non-participating personnel.
7. Shall approve all off-site exercise locations for assigned employees.

III. **POLICY**

A. Exercise Program:

1. Participation is mandatory for all employees covered by this policy except as otherwise provided for in Sections I C. and IV C. A minimum of one

hour will generally be provided for physical fitness training for every work shift.

2. The exercise program shall consist of three parts as follows:
 - a. Warm-up and flexibility.
 - b. Approved cardiovascular conditioning.
 - c. Strength conditioning.
3. Station members should exercise as a unit when practicable.
4. Health Concerns: Employees and supervisors should be aware of signs of overexertion when exercising. The following are signs to watch for: tightness or pain in chest, numbness or pain in arms, severe breathlessness, lightheadedness, dizziness, loss of muscle control, nausea, muscle pain, or profuse sweating. If any of these symptoms develop, stop the activity immediately. Injuries sustained during supervised physical fitness exercise will be handled by the immediate supervisor in the same manner as any other injury.
5. Privacy: All records generated by the physical fitness program are confidential records and shall be maintained in closed files. No individual results from the periodic assessments and/or physical fitness tests will be released to unauthorized individuals. Access to the files is limited to the Fire Chief, and/or designee, the Employee's Physician and the employee or his designee unless otherwise required by law.

6. Physical Fitness Committee: The Physical Fitness Committee shall consist of the Fire Chief or his designee, and one employee chosen by the Union. The Physical Fitness Committee shall meet on a voluntary basis to review the administration of the fitness program and to make recommendations for improvement.
7. Fitness Evaluations: All affected employees will be evaluated in five (5) areas that are vital to total fitness:
 - a. Flexibility
 - b. Muscular Endurance
 - c. Body Composition
 - d. Muscular Strength
 - e. Aerobic Capacity
8. Physical Training Injuries: One of the primary objectives of a physical fitness program is to prevent or reduce injuries and illness. The injuries that occur shall be analyzed.

All injuries, as a result of the Physical Fitness Program, while on duty, will be considered on-the-job injuries. Participating in other sports or athletics, other than the prescribed program sanctioned by the Fire Department, are not approved or allowed while on duty. On duty injuries related to the Physical Fitness Program will be reported in accordance with City and Department policy.
9. All activities must display a high fitness, non-recreational image.

10. Employees may not participate in any competitive fitness activities.

B. Time Period:

1. Personnel

- a. Shall exercise each on-duty shift or as otherwise directed by supervision. Participation in this program may not interfere with other assigned duties as determined by supervision.
- b. If interrupted by an emergency response, the exercise period is to resume immediately thereafter when practical.
- c. All other schedule variations to be approved by supervision.
- d. Employees shall be ready for other activities within 15 minutes after completion of the exercise period.
- e. If public facilities are utilized, it should not interfere with or delay use by the general public.

C. Dress:

1. Approved exercise clothing shall consist of:

- a. Fire Department issued shorts (no spandex).
- b. Fire Department issued T-shirts.
- c. Plain blue warm-up or sweat suits (optional).
- d. Footwear.
- e. Appearance -- must be clean and presentable at all times.

2. Turnout clothing shall be readily available during exercise.
3. Each employee is responsible for their physical fitness clothing and is to keep it neat, clean and in the proper condition.

D. Location:

Employees shall complete exercise at their assigned work site or at the off-site exercise location approved by the Fire Chief or his designee.

1. Employees will be allowed to use approved nearby parks, tracks and other athletic facilities for physical fitness training. Use of these facilities for sports or games is not permitted. Employees must receive permission from supervision to leave their work sites to exercise at an off-site location and will generally be required to exercise at off-site locations in pairs.
2. Apparatus shall be parked to ensure immediate response and security.
3. Radio volume shall not exceed a level where nearby residents may be disturbed.
4. All activities, such as jogging, must be confined to a reasonable distance from the assigned apparatus, and capability of two-way radio communication with the communication center shall be maintained at all times.

IV. PROCEDURES

- A. Stretching shall be exercise designed to warm-up muscles, increase range of motion and flexibility, and decrease the potential for injury. To be performed for a period of ten minutes immediately before and after cardiovascular conditioning.
- B. Cardiovascular conditioning shall be any approved exercise, within each individual's target heart rate, to be performed continuously for a minimum of 30 minutes.
 1. Target heart rate computation:
 - a. 220 minus age.
 - b. Multiply remainder by .7 and .8
 - c. Range between both products is an individual target heart rate.

Example: 45 year old
 - i. $220 - 45 = 175$ beats per minute
 - ii. $175 \times .7 = 123$ and $175 \times .8 = 140$ beats per minute
 - iii. Individual target heart range equals 123 to 140 beats per minute.
 2. Continuous means a consistent, steady uninterrupted pace.
 3. Walking is a form of aerobic exercise that will improve cardiovascular conditioning.

4. Strength conditioning may consist of exercise with weights or calisthenics such as push-ups, pull-ups, and dips and shall be performed for a minimum of ten minutes.
5. These procedures may be varied based upon specific requirements prescribed by a licensed physician.

C. Agility Test:

As part of this program, employees may elect to take the entry level agility test once per year. Employees who successfully complete the agility test have the option of not participating in this program for the subsequent one year period.. Employees who do not successfully complete the entry level agility test must participate in this program.

VII. DISCIPLINE

Non-compliance with the requirements of this program will subject the employee to disciplinary action.

APPENDIX E

PAID-ON-CALL PROGRAM

No employee covered by this agreement may participate in the paid-on-call program.

APPENDIX F

OVERTIME CALCULATION

Employees

1. Under the current 24 hour system, the regularly scheduled shifts consist of 24 hours on and 24 hours off, 24 hours on and 24 hours off, 24 hours on then 96 hours off, repeating for an average of 2912 regularly scheduled hours per year.

2. A fire fighter/paramedic's hourly rate is calculated by dividing the fire fighter/paramedic's annual salary by 2,912. The term fire fighter/paramedic applies to all suppression personnel covered by the Agreement.

3. Fire fighter/paramedic will be compensated at straight time for all regularly scheduled hours worked. Regularly scheduled hours worked in excess of 106 during a pay period will be paid an additional one-half of the fire fighter/paramedic's then current hourly rate for each such hour or portion thereof rounded up to the next quarter hour. Vacation, annual days and any time not actually worked does not count toward regularly scheduled hours for purposes of this type of overtime pay.

4. All scheduled and unscheduled hours worked outside of the fire fighter/paramedic's regularly scheduled shifts will be paid at the rate of one and one-half times the employee's then current hourly rate, regardless of the total hours actually worked in the pay period. There shall be no deductions for time off for purposes of this type of overtime pay.

5. Fire fighter/paramedics' pay will vary each pay period based on the actual number of hours worked.

6. Employees will not receive compensatory or Kelly time. All overtime will be paid in cash each pay period and included in the regular paycheck.

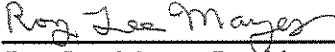
7. A pay period is for two weeks, beginning Monday at 12:01 a.m. and ending Sunday at midnight.

8. There are no circumstances under which a fire fighter/paramedic will be paid double time or any rate in excess of time and one-half.

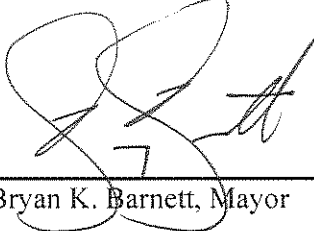
595845

ROCHESTER HILLS PROFESSIONAL
FIRE FIGHTERS, INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS
LOCAL 3472:

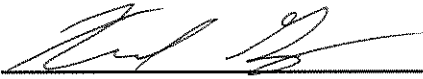
CITY OF ROCHESTER HILLS:



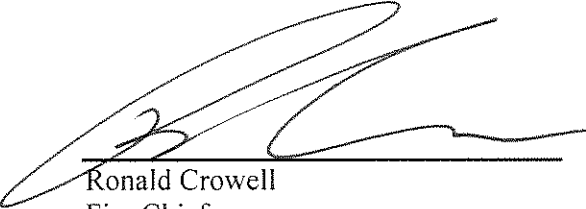
Roy Lee Mayes, President




Bryan K. Barnett, Mayor



Todd Gary, Local 3472



Ronald Crowell
Fire Chief



Pamela M. Lee
Director of Human Resources