

**AGREEMENT**

**BETWEEN THE**

**CITY OF ROYAL OAK**

**AND**

**PROFESSIONAL FIRE FIGHTERS  
LOCAL #431**

**JULY 1, 2003- JUNE 30, 2006**

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This **AGREEMENT**, entered into this fourteenth day of April, 2005, between the CITY OF ROYAL OAK, MICHIGAN, hereinafter referred to as the "Employer" and the ROYAL OAK PROFESSIONAL FIRE FIGHTERS LOCAL 431, affiliated with the MICHIGAN PROFESSIONAL FIRE FIGHTERS' UNION and the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS AFL-CIO, hereinafter referred to as the "Union",

## **1.0 - PURPOSE AND INTENT**

1.1 The general purpose of this Agreement is to set forth provisions and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the Union.

1.2 The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

1.3 To these ends, the Employer and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

## **2.0 - COLLECTIVE BARGAINING DEFINED**

2.1 To bargain collectively in the performance of the mutual obligation of the City through its designated representative(s) and the representative(s) of the employee Union to meet at reasonable times and to confer in good faith in respect to wages, hours, and other conditions of employment (including, but not limited to, grievance procedures, holiday and vacation pay, sick leave, jury duty, pensions, insurance coverage of various kinds, seniority and layoff), and the execution of the written Agreement incorporating the results of such bargaining.

## **3.0 - RIGHT TO ORGANIZE**

3.1 Pursuant to and in accordance with all applicable provisions of Act 336, Public Acts of 1947, as last amended, of the State of Michigan, employees of the City of Royal Oak have the right of self-organization to join a union and to bargain collectively through representatives of their own choosing on questions of wages, hours, and other conditions of employment.

## **4.0 - PROHIBITED PRACTICES**

4.1 No employee shall be favored or discriminated against, either by the Union or the Employer because he/she maintains or terminates membership in the Union, holds any office in the Union, bargains for the Union, files a grievance, participates in a picket line or similar demonstration, or makes statements to the press, the public or any appointed or elected official on any matter not involving a current department investigation, provided that the employee is off-duty and not in uniform.

4.2 The Employer and the Union and their agents are prohibited from restraining or coercing employees in the exercise of their right to join or not join the Union, to maintain or to terminate membership in the Union, or to individually present a grievance, except as provided under the Union Security clauses, and Dues-Check-Off clause.

4.3 The Employer will not aid, promote or finance any other labor group or organization which proposes to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union during the term of this Agreement.

4.4 No person employed by, nor applicants for, employment with the Employer, nor any applicant for Union membership shall be discriminated against because of race, creed, color, national origin, age, sex, marital status, number of dependents, or political affiliations.

4.5 It is understood that the services performed by the City employees are essential to the public health, safety and welfare of the community. The Union therefore, agrees that during the term of this Agreement, the Union will not engage in a strike, work stoppage, slow down, or other interference with the Employer's operations. Likewise, the Employer agrees that during the term of this Agreement, there shall be no lockout of the employees.

4.6 It is recognized that the Employer has the right to take disciplinary action, including discharge, against any employee who is responsible for, or participates in, a breach of the provisions of Section 4.5, and that such action shall not be subject to dispute by the Union or to arbitration, but such employee shall be entitled to a determination as to whether he/she did violate the provision of Section 4.5 and the provisions of Section 6, Act No. 336, P.A. 1947, in the manner provided in such statute. In the event of a strike, work stoppage or slow down, the Union shall immediately instruct the involved employees, in writing, that their conduct is in violation of the contract and that they may be disciplined up to and including discharge, and instruct all such persons to immediately cease the offending conduct.

## **5.0 - RECOGNITION - EMPLOYEES COVERED**

5.1 The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, and, for the terms of this Agreement, the employees included in this bargaining unit shall be all uniformed fire fighting and fire prevention personnel, and the Assistant Chief. Excluded from the bargaining unit shall be clerical, temporary and part-time personnel and the Fire Chief.

## **6.0 - MANAGEMENT RIGHTS**

6.1 It is recognized that the management of the City, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the City. Other rights and responsibilities belonging solely to the City are hereby recognized, prominent among which, but by no means wholly inclusive, are: the rights to decide the number and location of its facilities, stations, etc., work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and control of equipment and materials. The City shall be the exclusive judge of all matters pertaining to methods, processes or means of accomplishing the municipality's ends, including, but not limited to the right to choose to effect new or improved methods and facilities and to change existing methods and facilities. The City reserves all rights that ordinarily vest in and are exercised by management, except as specifically relinquished in this contract.

It is further recognized that the responsibility of the management of the City for the selection and direction of the working forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons is vested exclusively in the City, subject only to Civil Service rules, seniority rules, grievance procedures and other express provisions of this contract as herein specifically set forth.

6.2 The Employer reserves the right to sub-contract any municipal work, functions or operations.

6.3 Personnel rules and work rules and regulations previously adopted by the Employer and not inconsistent with the provisions of this Agreement shall continue in effect. The Employer retains the right to make reasonable modifications of such rules and to adopt reasonable new rules, but no such modifications shall be made and no such new rules shall be adopted without prior consultation with the Union at least thirty (30) days prior to the effective date of any such change in rules. In the event the Union contends that any such new rules or modified rule is unreasonable, it may process its complaint through the grievance procedure. The filing of such a grievance shall have the effect of staying the modified rule or new rule until the grievance has been settled.

6.4 No policies and procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the following authority conferred on City officials.

(a) The Charter responsibility of the City Manager as chief administrative officer for enforcing the laws of the State, City Charter and ordinances, recommending an annual budget of appropriations and the efficient performance of executive responsibilities defined by the Charter.

(b) The Charter responsibility of the Mayor and City Commission as the legislative body for the enactment of ordinances, the appropriation of money and the determination of the City's budget, among other legislative responsibilities defined by the Charter.

(c) The responsibility of the Civil Service Commission for administering a merit system of employment, adopting rules and regulations, and exercising other personnel responsibilities, except as modified by the letter of Agreement dated November 27, 1996 (Appendix E)

(d) The Charter responsibilities of the City in determining the functions and organization of the respective departments and divisions.

(e) The responsibilities of the department heads governed by Charter provisions, ordinances and Civil Service rules:

- 1) to hire, assign, transfer and promote employees to positions with the agency;
- 2) to suspend, demote, discharge or take other disciplinary action against employees;
- 3) to relieve employees from duties because of lack of work or lack of funds;
- 4) to determine the methods, means and personnel necessary for departmental or agency operations;

5) to control departmental or agency budget;

6) to take whatever actions are necessary in situations of emergency to perform the functions of the department.

(f) The responsibilities to administer pay and fringe benefit plans, to provide the necessary surveys, research, rules, regulations, resolutions and ordinances for this purpose, subject to the authority of the department and the City Commission.

(g) The responsibility for administering Charter and ordinance provisions relating to the Retirement Plan.

## **7.0 - UNION MEMBERSHIP AND AGENCY SHOP**

7.1 The Employer recognizes the right of the Union to solicit membership from any employees working in the bargaining unit.

7.2 The Employer agrees that it will, as part of its personnel procedure, inform new employees in the bargaining unit of the fact that the Union is the exclusive bargaining agent for the employees in the departments comprising the bargaining unit, and inform such new employees of the right to join or refrain from joining the Union.

7.3 The Employer will advise each new employee, and any person rehired, reinstated or transferred into the Fire Department, excepting only the Fire Chief, that in the event that such new employee or person refrains from joining the Union, he/she is nevertheless obligated as a condition of employment to pay a service fee equivalent to the Union's regular monthly dues as a contract administration charge, and that failure to do so is cause for discharge.

7.4 Current members of the Department and all employees hired into positions covered by this Agreement, or rehired, reinstated or transferred into the Fire Department after the effective date of this Agreement, excepting only the Fire Chief, shall be required as a condition of employment to become and remain members of the Union or in the alternative, pay the equivalent of the Union's regular monthly dues as a contract administration charge on or before the 30th day following the beginning of his/her employment and at each monthly interval thereafter. No such employee shall be hired unless he/she first executes the appropriate "Authorization for Wage Deduction". PROVIDED, that in the event that this provision is held to be unlawful by Court decision, then the parties will negotiate such substitute provision as may be lawful.

7.5 Failure to comply with any of the provisions of Section 7.4 constitutes cause for the discharge of the employee.

## **8.0 - UNION DUES DEDUCTION**

8.1 During the life of this Agreement and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union membership dues/service charges levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes the appropriate "Authorization for Deduction of Dues/Service Charges" form. Such forms shall provide that the authorization thereby granted is irrevocable for the life of this collective bargaining

Agreement or any extension of this contract provided that such authorization shall be revocable on ten (10) days written notice prior to the expiration of the current contract.

The form of such "Authorization for Deduction of Dues/Service Charges" shall be as follows:

Authorization for Wage Deduction

I hereby authorize the City of Royal Oak to deduct from wages earned or to be earned by me and pay over to the Royal Oak Professional Fire Fighters' Local No. 431 the sum of \$\_\_\_\_\_ monthly, or such other and different sum as may be lawfully established by action of such Union taken in accordance with its constitution and by-laws, in payment of my (membership dues) (service charges). I hereby expressly recognize that this assignment is irrevocable for the life of the current collective bargaining agreement between the Union and the City of Royal Oak.

Dated: \_\_\_\_\_  
Employee's Signature

8.2 The Employer shall have no responsibility for the collection of the initiation fees, reinstatement fees, special assessments or any fee other than the monthly membership dues.

8.3 Dues deductions for any calendar month shall be remitted by the Director of Finance to the designated financial officer of the Union as soon as possible after the end of the month in which the dues are collected.

8.4 Check-off deductions under a properly executed authorization for check-off dues form will become effective at the time the authorization is signed by the employee, and shall be deducted from the first pay of the month and each month thereafter.

8.5 When an employee does not have sufficient money due him/her after deductions have been made for pension, social security, and/or other deductions authorized by the employee, as may be required by law, the Union dues for a particular deduction period will be collected by the Union directly from the employee.

8.6 Employees hired into positions covered by this Agreement after June 1, 1974 or rehired, reinstated or transferred into the Fire Department with the rank of fire fighter after June 1, 1974 shall be required as a condition of employment to either become members of the Union or pay the equivalent of the Union's regular monthly dues, referred to as a fee for bargaining services, on/or before the 30th day following the beginning of their employment and at each monthly interval thereafter. No such employee shall be hired unless he/she first executes the appropriate "Authorization for Wage Deduction" as above, PROVIDED, that in the event this provision is held to be unlawful by Court decision, then the parties will negotiate such substitute provision as may be lawful.

8.7 The Union agrees to save the City harmless from any action growing out of dues deductions, commenced by any employee or other person against the City or its officials and will assume full



responsibility for the disposition of the funds so deducted once they have been turned over to the authorized responsible Union official.

## **9.0 - REPRESENTATION**

9.1 Promptly following the effective date of this Agreement, the Union and the Employer shall provide each other with a written list of names and titles of their respective representatives, and will from time to time provide prompt notice of any changes.

9.2 Special conferences for important matters may be arranged between the Local President, the Employer, or its designated representative upon the request of either party. Such meeting shall be between one or more representatives of the Employer and at least two representatives of the Union. The arrangements for such special conferences shall be made in advance, and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in the special conference shall be confined to those included in the agenda unless both parties agree to include other items. Such conference shall be held on a work day.

9.3

(a) Officers and stewards of the Union shall be afforded time during regularly scheduled working hours without loss of pay to fulfill their employer/Union responsibilities including processing of grievances, administration, and enforcement of this Agreement.

(b) The Union shall be authorized to send elected delegate(s) with pay to attend conventions, conferences, or seminars relating to the administration of the collective bargaining agreement for up to a total of seventy-two (72) hours per fiscal year. If more than one delegate is scheduled on duty on that day that such convention, conference, or seminar occurs, the delegate(s) will attempt to trade work days to avoid a short shift. The Union shall give to the Employer a list of such elected delegates and shall notify the Employer prior to such leave.

(c) Unused leave time authorized by subsection B shall accumulate from year to year, and shall remain available for use by elected Union delegates in the manner described above.

## **10.0 - RESOLUTION OF DISPUTE PROCEDURE**

10.1 A dispute shall mean a complaint by the Union and/or an employee or group of employees, based upon an event, condition or circumstances under which an employee works which is allegedly caused by violation or misinterpretation of any of the provisions of this Agreement, including discipline to seniority employees, up to and including discharge.

10.2 An aggrieved person shall mean the person or persons making the complaint.

10.3 The primary purpose of the procedure set forth in this Section is to secure, at the earliest possible level, equitable solutions of complaints or grievances. Both parties agree that proceedings under this Section shall be kept as informal and confidential as may be appropriate.

10.4 It shall be the firm policy of the Employer to assure to every employee an opportunity to have the unobstructed use of this Resolution of Disputes Procedure without fear of reprisal or without prejudice in any manner to his/her employment status.

**10.5 Presentation of Disputes** - An employee having a dispute may present the dispute as follows:

Step 1 An employee having a dispute shall first take up the matter with his/her immediate supervisor, with or without the employee's Union representative present, at the employee's option. If the dispute is not settled to the satisfaction of all concerned, the dispute shall be submitted to the shift or unit commander with or without the employee's Union representative present, at the employee's option. If the dispute is still not resolved, it shall be reduced to writing and submitted to the unit or shift commander, and the unit or shift commander shall furnish the Union representative with a written answer to the dispute within seventy-two (72) hours (excluding Saturdays, Sundays, and holidays). Any dispute not taken up with the immediate supervisor within ten (10) days after the aggrieved acquires knowledge of the incident giving rise to the dispute shall not be entitled to consideration.

Step 2 If a satisfactory settlement is not reached in Step 1, the employee may, within seventy-two (72) hours (excluding Saturdays, Sundays, and holidays), present the dispute to the Fire Chief for review. The Fire Chief shall then furnish a written answer within seventy-two (72) hours (excluding Saturdays, Sundays, and holidays).

Step 3 If a satisfactory settlement is not reached in Step 2, the Union representative may submit the matter to the Human Resource Director of the City within seventy-two (72) hours after receipt of the Fire Chief's disposition (excluding Saturdays, Sundays, and holidays). The Human Resource Director shall, upon receipt of the dispute, make written disposition of same within seventy-two (72) hours (excluding Saturdays, Sundays, and holidays).

Step 4 If a satisfactory settlement is not reached in Step 3 the Union may submit the matter to the City Manager within seventy-two (72) hours following receipt of the Human Resource Director's written disposition of the dispute (excluding Saturdays, Sundays, and holidays). The City Manager shall, upon receipt of the dispute, make written disposition of same within five (5) days (excluding Saturdays, Sundays, and holidays).

Step 5 In the event the dispute is not settled in Step 4, the Union, through its Executive Board, or the employee, shall have thirty (30) days in which to petition the Civil Service Board for a Civil Service Hearing or the City Commission for a Veteran's Preference Hearing. In the alternative the Union, within the same time period, may invoke arbitration. Arbitration can be invoked only in the following manner:

- A. Notice to the City within thirty (30) days after receipt of disposition at Step 5 of intent to submit the issue to arbitration. Following such notice of intent to arbitrate, the parties shall attempt to select an arbitrator to arbitrate the disputed issue or issues.
- B. In the event the parties have not selected an arbitrator within ten (10) days of the date of notification of intent to arbitrate, or within such other period of time as may be mutually agreed upon, an arbitrator shall be selected in accordance with the rules, regulations and procedures of the American Arbitration Association. The decision of the arbitrator shall be final and binding on all parties.

- C. The arbitrator may not add to, subtract from, change or amend any of the terms of this Agreement and shall only concern himself with the interpretation and application of the terms of this Agreement.
- D. The expense of such impartial arbitrator shall be shared equally by the City and the Union.
- E. It is the intent of the parties to encourage and engage in prompt dispute resolution through this process. It is, therefore, the intent of the parties that the arbitration hearing be scheduled within thirty (30) days and that the arbitrator render his/her decision within thirty (30) days of the hearing. Toward that end, both parties commit to make every reasonable effort to see those guidelines abided by.

10.6 Any dispute not appealed from a decision in one of the Steps of the above procedure, to the next step, as prescribed, shall be considered dropped. The City shall not be authorized by this procedure to file disputes against the Union. If the City does not respond to the union on a grievance within ten (10) days, the union shall give the City a written notice of three (3) days to respond. If the City does not respond, the grievance shall be granted.

10.7 All proceedings before the arbitrator shall be conducted in accordance with the voluntary labor relation rules of the American Arbitration Association. The arbitrator shall hear the evidence in the case submitted. The decision of the arbitrator, upon any question permitted by the Agreement, shall be final and binding upon both parties.

10.8 The Union shall furnish the City Human Resource Office with a list of the shift representatives by January 1st of each year, and shall also advise the Human Resource Office of any interim changes. Employees not included on such lists, or any interim lists submitted, will not be recognized as representative of the Union.

10.9 A grievance with respect to any disciplinary action, up to and including discharge, must be presented, in writing, to the Human Resource Director of the City, within seventy-two (72) hours (excluding Saturdays, Sundays, and holidays) of the imposition of the discipline complained of. Such grievance shall, thereupon, be processed in accordance with the Grievance Procedure, commencing at Step Three (3) and shall, if not settled in Steps 3 or 4, be subject to arbitration in Step 5, in the same manner as any other grievance.

10.10 Grievances involving disciplinary actions including suspension, reductions and removals may, at the option of the Union, be processed through the grievance procedure, including arbitration, as outlined above, or appealed as provided under Act 78 of the Public Acts of Michigan of 1935, (MCLA 38.501 et seq.), as amended. Whichever procedure the Union elects shall be binding upon it and the affected employee.

10.11 Any step, or procedure compliance, within a specified time, can be extended by mutual agreement of the parties, which agreement, if made other than before the arbitrator, shall be in writing; and if made before the arbitrator, may be verbal, but shall be noted as part of the minutes of the proceedings.

10.12 Grievances shall be delivered between union and city officials in person, or each party shall notify the other via phone call if the mail is used.

## **11.0 - SENIORITY - GENERAL**

11.1 Newly hired employees shall be probationary employees for a period of one (1) year. During such probationary period, the probationer shall have no seniority and may be disciplined or discharged by the City without recourse to the Grievance Procedure. Upon completion of his/her probationary period, the employee shall have seniority as of his/her date of hire on the Fire Department.

11.2 Seniority shall not be affected by race, creed, color, national origin, age, sex, marital status, dependents of the employee, or political affiliation.

11.3 In the case of rehiring a former employee, previous service performed on a full-time, permanent status shall be recognized providing the employee is rehired under the provisions of Act No. 78, P.A. 1935, as amended.

11.4 A seniority list will be furnished by the City to the Union posted in each station on July 1st of each year during which the Agreement is in effect. The seniority list shall show the names, job titles, and the accumulated seniority of all employees of the Union entitled to seniority.

11.5 Employees shall not continue to accumulate seniority while laid off or on unpaid leave of absence greater than thirty (30) days.

## **12.0 - SENIORITY OF VETERANS**

12.1 The Selective Service Act as presently existing, or as it may be amended from time to time, shall govern the reemployment rights of Veterans.

## **13.0 - LOSS OF SENIORITY**

13.1 An employee shall lose his/her seniority for the following reasons:

- (a) He/she resigns or terminates his/her City employment
- (b) He/she is discharged and the discharge is not reversed by an arbitrator or a court of competent jurisdiction.
- (c) He/she is absent three (3) consecutive working days without notifying the Employer, unless emergency conditions make it impossible to do so.
- (d) He/she does not return to work when recalled from lay-off as set forth in the recall procedure.
- (e) Failure to return from sick leave or leave of absence will be treated the same as 13.1 C.
- (f) He/she retires.

## **14.0 - LAYOFF**

14.1 The Employer may, for reasons of economy, for more efficient administration or for lack of sufficient appropriation of funds, abolish positions in the Department and lay off employees. Any layoffs shall be accomplished by laying-off in numerical order, commencing with the last employee appointed to the Department, all recent appointees to the Department, until the reduction in manpower shall have been accomplished.

14.2 The Employer shall provide unemployment compensation in accordance with the applicable statutes of the State of Michigan.

14.3 The Employer agrees that positions filled as of the date of the signing of this contract will not be subject to layoff prior to June 30, 2006. This provision is intended by the respective parties to apply only to this particular Collective Bargaining Agreement, and is not deemed to be precedent setting, nor construed as establishing a past practice.

#### **15.0 - RECALL**

15.1 In the event the Department shall again be increased in numbers to the strength existing prior to the reduction of members, the employees laid off last under the terms of Section 14.1 shall be first reinstated before any new appointments to the Department shall be made.

15.2 The Employer shall send notice of recall by certified or registered mail with return receipt requested 1) to a laid off employee entitled to reinstatement under Section 15.1, at the employee's last known address, and 2) to the Union President or a designated representative on the same day that notice is sent to the employee. If the employee fails to report to work within thirty (30) days from the date of receiving notice of recall, he/she shall be considered a "quit".

#### **16.0 - PAY PLAN**

16.1 The general wage scale for all bargaining unit members shall be increased, fully retroactive to the date and in the amounts as follows:

Effective 1/23/01 The wage differential between Sergeant and Firefighter shall be 12%; the wage differential between Lieutenant and Sergeant shall be 8%; the wage differential between Captain and Lieutenant shall be 8%.

Effective 7/1/2003 Three (3%) percent increase in base pay.

Effective 7/1/2003 The annual wage for Fire Prevention Inspector I and EMS Coordinator I shall be equal to Lieutenant.

The annual wage for Fire Prevention Inspector II and EMS Coordinator II shall be equal to Captain.

The wage differential between Marshal and Inspector II shall be 8%; the wage differential between Assistant Chief and Captain shall be 10.5%.

Effective 7/1/2004 One and a half (1.5%) percent increase in base pay.

Effective 7/1/2005 One and a half (1.5%) percent increase in base pay.

16.2 New hires will be covered by a pay schedule which provides for 60 months to maximum pay, with six month increments.

16.3 The general wage scale for fiscal year July 1, 2003 through June 30, 2004 is attached as Appendix A.

16.4 The general wage scale for fiscal year July 1, 2004 through June 30, 2005 is attached as Appendix B.

16.5 The general wage scale for fiscal year July 1, 2005 through June 30, 2006 is attached as Appendix C.

16.6 This general wage provision shall be subject to any then existing Federal guidelines pertaining to permissible increases in wages and fringe benefits. It is further agreed that the City will join with the Union in any appeals to the Internal Revenue Service or any other administrative body, if such becomes necessary in implementing the wage portion of this Agreement.

#### **16A.0 - MEAL ALLOWANCE**

16A.1 All Fire Department Personnel shall receive a meal allowance of \$750 annually.

16A.2 The meal allowance shall be paid by separate check in the full amount and paid between July 1 and July 31 of the fiscal year subsequent to the fiscal year for which payment was earned.

16A.3 Credit shall not be given for time spent on leave of absence.

16A.4 In the event of termination, the employee shall be eligible for a partial meal allowance payment determined by the prorata portion of the fiscal year served in relation to the total fiscal year.

#### **17.0 - PAY DAY**

17.1 Pay day for all employees shall be every other Friday and shall cover a two (2) week period ending at 12:00 Midnight Saturday preceding each pay day.

17.2 Employees who have questions regarding their checks shall refer such questions to their respective unit commanders who will answer them if possible, or refer them to the Chief of the Department. Employees shall not make contact with the Finance Department or Human Resource Department directly.

#### **18.0 - WORK SCHEDULE**

18.1 The basic workday for 40-hour employees shall consist of an eight (8) hour tour of duty with a thirty (30) minute paid lunch.

18.2 The basic work day for employees working the three (3) platoon system shall be twenty-four (24) consecutive hours on duty.

18.3 The determination of the starting time and work schedules shall be made by the Employer.

18.4 For the purpose of this Agreement, the work week shall begin at Midnight Saturday.

18.5 The basic work week for employees under the three (3) platoon system shall average 53.1 hours over the normal fiscal year. Employees shall work a reoccurring schedule of twenty-four (24) consecutive hours on duty followed by forty-eight (48) consecutive hours off duty.

Each employee under the three platoon system will be credited with an additional six vacation days per fiscal year to be scheduled in accordance with the provisions of Section 41.0, Vacation Leave, and an additional eight hours compensatory time off, which shall be added to the twenty-four hour

bank currently provided under Section 43.7 of the Agreement, which shall mean that each employee during the course of the fiscal year shall have thirty-two (32) hours banked under this provision.

Employees who commence their employment during the course of the fiscal year will receive credit at the time of hire for the six additional vacation days and eight hours additional compensatory time granted pursuant to this Section in the proportion that their actual service during the course of the fiscal year will bear to a full year of service. Such time will be credited to the nearest hour.

The pro-rated vacation leave must be scheduled in accordance with the vacation guidelines prior to the end of the fiscal year. The pro-rated compensatory time must be either scheduled by the end of the fiscal year or paid for in accordance with Section 43.7. In the event of termination of employment prior to the end of the fiscal year, a probationary employee shall be required to reimburse the City for any of this vacation leave or compensatory time taken, but not yet earned.

These additional vacation days, and additional compensatory time off, shall also be considered as reducing each such employee's average work week to 53.1 hours per week and shall also be considered as compensatory time off, given in lieu of overtime compensation, to meet the City's obligations under the FLSA.

Notwithstanding the above, if an employee under the three (3) platoon system is assigned to a basic fire fighting academy or to a basic emergency medical technician academy on a 40-hour-per-week schedule, one (1) of the vacation days added pursuant to this section shall be deducted for each such academy.

In addition, each employee under the three platoon system shall receive an additional .076 hours pay per week, which is payment for the time the employee is scheduled to work in excess of fifty-three hours. Effective July 1, 2005, these additional hours shall be added to the number of hours paid bi-weekly which shall be included in all regular payroll checks, in lieu of a lump sum payment.

The Union agrees to defend, indemnify, and hold harmless the City for any monetary liability the City might incur as a result of any employee's claiming that the compensatory time off and compensation provided under this Section do not fully meet the City's obligation under the FLSA for the period of time on and after June 1, 1986.

## **19.0 - POSITION CLASSIFICATION PLAN**

19.1 Employees shall be classified in accordance with the position classification plan of the Civil Service Commission.

19.2 Major construction and repair duties shall not be mandated, but may be performed on a voluntary basis.

## **20.0 - OVERTIME**

20.1 The Assistant Fire Chief, EMS Coordinator and employees of the Training Division and Fire Prevention Bureau, who are required to work more than eight (8) hours in any one (1) day shall be paid for such overtime at the rate of one and one-half (1-1/2) times their current hourly base wage.

20.2 The Assistant Fire Chief, EMS Coordinator and employees of the Training Division and Fire Prevention Bureau, required to work on a Saturday, shall be paid for such overtime or permitted compensatory time off at the rate of one and one-half (1-1/2) times their current hourly base wage.

20.3 The Assistant Fire Chief, EMS Coordinator and employees of the Training Division and Fire Prevention Bureau, who are required to work on a Sunday, shall be paid for such overtime or permitted compensatory time off at the rate of twice their current hourly base wage.

20.4 Employees working the 53.1 hour duty week who are required to work overtime shall be paid for such overtime at the rate of one and one-half (1-1/2) times their current hourly base wage.

20.5 Overtime will be computed to the nearest one-tenth hour (six minutes).

20.6 When the nature of the work requires, provisions may be made for compulsory overtime work, with disciplinary action for those who refuse. Abuses by management shall be subject to the grievance procedure.

20.7 The term "basic hourly wage", whenever used in this Agreement, means the quotient of the employee's base annual rate divided by the number of hours in the standard work year. The following standard work years are recognized:

- (a) Employees working the 53.1 hour duty week: 2760 hours.
- (b) Employees working the 40 hour duty week: 2080 hours.

20.8 Any employee who works overtime may, at his/her option, elect to take compensatory time off instead of receiving overtime payment.

## **21.0 - CALL-BACK**

21.1 A 53.1 hour duty week employee called back to work overtime outside of his/her regular scheduled duty period shall be paid for a minimum of three and one-quarter (3 1/4) hours in accordance with Section 20.0.

21.2 In the event that such emergency does not require the full three and one-quarter (3 1/4) hours of work, the employee may be assigned to other work for the balance of the three and one-quarter (3 1/4) hour pay period in lieu of being sent home.

21.3 If the call-back overtime work assignment and the employee's regular duty period overlap, the employee shall be paid for such overtime in accordance with Section 20.0 until his/her regular duty period begins, after which the employee shall be paid at the rate of his/her current basic hourly wage.

## **22.0 - BUDDY RELIEF SYSTEM**

22.1 Members shall be allowed two hours after 8:00 a.m. to report for duty at their assigned station without penalty, provided the member calls prior to 8:00 a.m. and arranges for a member from the off going unit of comparable rank or grade to remain on duty until the members arrival. The station



commander shall be immediately notified. Any member who fails to report by 10:00 a.m. shall be subject to the existing tardiness rule.

### **23.0 - PROMOTIONS**

23.1 Within six (6) months of receiving a Sergeant's promotion, or as soon thereafter as training is available, an employee who is promoted must attend a certified instructor program and diligently pursue certification, on City time and at City expense. Time spent working in temporary promotion positions shall count toward any applicable probation period, when continuous or within sixty (60) days of regular promotion.

23.2 Promotions will be in accordance with the Letter of Agreement dated November 27, 1996, (Appendix E) with the cost of the required Fire Officer Certifications paid by the City, consistent with past practice.

23.3 Although a written exam shall be required prior to classification as a Fire Prevention Inspector, separate written exams for the I and II designation shall not be required. A Fire Prevention Inspector I who meets the experience and training requirements for II shall not be required to take a second exam for II. This provision shall also apply to the EMS Coordinator I and II.

### **24.0 - EQUALIZATION OF 40 HR TO 53.1 HR EMPLOYEES**

24.1 Effective July 1, 2003, to accomplish compensation equalization between 53.1 hour and 40 hour employees, the following sections are to be modified: Section 16A. – Meal Allowance, and Section 26.0 – Uniform and Cleaning Allowance: to be the same payment for all employees; Section 43.1 – Holidays: modify 40 hour employee number of hours paid. The current 250 hours paid to 53.1 hour employees is equal to approximately 188.4 hours straight time for 40 hour employees. This modification will not affect the current holiday pay, 96 hours, included in Section 33.3 (b) – Final Average Compensation for 40 hour employees.

### **25.0 - REST PERIODS**

25.1 All employees working an eight (8) hour duty shift shall be entitled to two (2) rest periods per shift, excluding the lunch period. Whenever possible, these periods shall be scheduled in the middle of each one-half regular duty day. The length of the rest periods shall be ten (10) minutes per period.

### **26.0 - UNIFORM AND CLEANING ALLOWANCE**

26.1 All Fire Department personnel shall receive a uniform allowance of \$500 per year.

26.2 All employees shall receive a cleaning allowance of \$125 per year.

26.3 The uniform and cleaning allowance will be paid by check no later than July 31 each year during the life of the contract. To be eligible for the allowance, an employee must be on the payroll as of July 1 of the fiscal year in which payment is to be made.

26.4 Time spent on leave of absence up to a maximum of six (6) months in any fiscal year will be considered as continuing service. The uniform and cleaning allowance shall not be made to employees who have incurred combined leaves of absence greater than six (6) months in any fiscal year.

26.5 A partial payment of uniform and cleaning allowance shall not be made in the event of termination.

26.6 Newly employed personnel shall not be eligible for uniform and cleaning allowance until they have completed the initial probationary period. Upon completion of the initial probationary period, they shall be eligible for the full allowance. In addition, they shall be eligible for the full allowance in the subsequent fiscal year.

## **27.0 - BULLETIN BOARD**

27.1 The Employer agrees to furnish a bulletin board for the use of the Union in each station. The bulletin board is to be used only for notice of Union meetings, Union business, Union elections and results, and social functions in connection with the local Union. Any other notices the Union desires to post must be approved by the Employer prior to being posted. The Union shall designate a person who shall be responsible for all notices posted on the board.

27.2 The City shall continue to share a room with the Union, but will not provide a room exclusively for union use.

## **28.0 - ATTENDANCE**

28.1 Employees shall be regular in their attendance and observe the working hours established.

28.2 All employees absent without authorized leave or who report late for any shift shall be penalized by way of a pay deduction in multiples of one-tenth (1/10) of an hour for each six (6) minutes or fraction thereof of each day or portion of a day.

## **29.0 - OTHER EMPLOYMENT**

29.1 Employees of the City may take part time jobs if there is no conflict of working hours and no impairment of the employee's efficiency in his/her work, or conflict with the interests of the City. Employees of the City may not engage in outside activities while on duty, nor may City property be used for any but City business.

29.2 An employee injured in the course of gainful employment outside of City employment shall be eligible for sick leave only to the extent that he/she is not compensated for absence from City employment by benefits accruing from such outside gainful employment.

29.3 No person employed by the Royal Oak Fire Department shall be actively employed by another fire department at the same time.

## **30.0 - CONFLICT OF INTEREST**

30.1 No employee may engage in any business or transaction nor have a financial interest, direct or indirect, which is incompatible with the proper discharge of his/her official duties in the public interest or would tend to impair his/her independence of judgment or action in the performance of his/her official duties.

## **31.0 - RETURN OF CITY PROPERTY**

31.1 An employee leaving the service of the City, whether through resignation, retirement, lay off or discharge, is responsible for returning any City property which he/she may have in his/her

possession. Failure to return City property may result in the employee's final check being held up with deductions being made for the value of the property.

### **32.0 - ACCIDENTS**

32.1 All personal duty related injuries and illness, however minor, shall be reported to the employee's unit commander immediately. The employee must take such first aid treatment as may be recommended. Such injuries and illnesses shall, in turn, be reported to the Human Resource Department for preparation of the necessary Workers' Disability Compensation forms.

### **33.0 - PENSION**

33.1 Employees in this bargaining unit shall participate in and receive the benefits of the Revised Retirement System for Officers and Employees of the City of Royal Oak as prescribed in the Charter of the City of Royal Oak, Chapter Seventeen A, and in the City Retirement Ordinance, as revised, which is incorporated herein by reference. Employees may retire after 25 years of service.

#### **33.2 PENSION FORMULA**

Employees retiring under this contract shall receive a monthly level straight life pension equal to the retiring member's years of credited service multiplied by 2.8% of final average compensation for each year of service to a maximum of seventy-five (75) percent. The City Ordinance establishing a Revised Retirement System for Officers and Employees of the City of Royal Oak, as revised, shall be amended to reflect this provision.

#### **33.3 FINAL AVERAGE COMPENSATION**

(a) Final average compensation shall be based on the two (2) highest of the last ten (10) years.

(b) Final average compensation shall include base pay, longevity pay, paramedic premium, food allowance, uniform allowance, cleaning allowance, and 96 hours of Holiday pay per year for 40 hour employees, and 127 hours of Holiday pay per year for 53.1 hour employees.

Effective 7/1/2005, for all employees, up to 24 hours from the employee's holiday/personal business pay, calculated at hourly rate based upon a 2080 hour work year, shall be rolled into FAC.

(c) 8 hour employees: Final average compensation shall also include up to 96 hours of sick leave incentive pay (48 hours for each of the last 2 years, not divided by 2.) In the event that an employee retires during the first 2 years after signing of this contract who is not eligible to receive the full 48 hours of sick leave incentive pay for each of the last two years, the employee may supplement sick leave incentive pay by rolling in additional hours from his or her sick bank. However, in no event will the total roll-in under this provision exceed 48 hours per year or 96 hours total.

24 hour employees: Final average compensation shall also include up to 144 hours of sick leave incentive pay (72 hours for each of the last 2 years, not divided by 2.) In the event that an employee retires during the first 2 years after signing of this contract who is not eligible to receive the full 72 hours of sick leave incentive pay for each of the last two years, the employee may supplement sick leave incentive pay by rolling in additional hours from his or her sick bank. However, in no event will the total roll-in under this provision exceed 72 hours per year or 144 hours total.

The employer agrees to review, on an individual basis, cases where an excess of 6 days, as defined in Section 50.3, are used due to serious illness or injury, and may, in such cases, waive the requirement and authorize pension credit.

33.4 Effective at the date of signing of the 2000/2003 contract (January 23, 2001), a bargaining unit employee's contribution to the pension system shall be reduced from five percent (5%) to three (3%) of compensation. It shall be reduced to 2% effective July 1, 2001. The City Ordinance establishing a Revised Retirement System for Officers and Employees of the City of Royal Oak, as revised, shall be amended to reflect this provision.

33.5 An employee's pension at time of retirement shall not be greater than seventy-five percent (75%) of final average compensation.

33.6 **Annuity Withdrawal:** Any member who retires pursuant to Sections 16, 17, 19 or 20 of the Royal Oak retirement Ordinance No. 76-7 as amended, may irrevocably elect, prior to the effective date of retirement but not thereafter, to be paid the accumulated contributions standing to the member's credit in the Reserve of Employee Contributions -plus 3% interest. Upon this election and the payment of accumulated contributions, the retiring member's monthly pension shall be reduced by an amount which is the actuarial equivalent of the sums withdrawn. The actuarial equivalent shall be determined on the basis of the interest rate established by the Pension Benefit Guaranty Corporation for immediate annuities, as of the first day of the fiscal year in which the annuity is withdrawn. A retiring member and his/her spouse, if any, shall, if possible, jointly participate in a meeting with City representatives prior to the election at which the effects of the annuity withdrawal will be explained.

33.7 The five (5%) percent reduction in retirement allowance for a retirant electing Option D (Special Surviving Spouse Pension) shall be eliminated.

33.8 Effective at signing, members of the bargaining unit as of that date, shall be permitted to purchase up to three (3) years of service credit with the City for active-duty military service, for previous public sector full-time experience (federal, state or local) rendered prior to employment with the City, or for prior layoff time from the City. Members of the bargaining unit shall have up to July 1, 2005 to commit for the purchase of said service credit and have until June 30, 2006 to complete the purchase of said time. If payment is not completed, credit shall be awarded pro-rata. In the event the member deceases prior to June 30, 2006, the employee's spouse shall have the option to complete said payments within 30 days of death. Purchase of said time may begin after signing of this Agreement and may be by means of payroll deduction. The service time purchased shall not be subject to the annuity withdrawal provision under Section 33.6. Service credits purchased under this provision shall have no application to any other provision of the Collective Bargaining Agreement. Total time purchased under this and previous buy back options cannot exceed three (3) years.

33.9

(a) **Employer Pick Up:** The City shall pick up the employee contributions required of Fire Department employees for all compensation earned after the effective date of this provision. The contributions, so picked up, shall be treated as employer contributions in determining tax treatment under the United States Internal Revenue Code. The City shall pick up these employee contributions from funds established and available in the Employees Deferred Pension Contribution Account, which funds would otherwise have been designated as employee contributions and paid to the retirement fund. Employee contributions picked up by the City, pursuant to this provision, shall be treated for all other purposes, in the same manner and to the same extent, as employee contributions made prior to the effective date of this provision.

The effective date of this provision shall be June 1, 1986, provided that the implementation of this provision shall not begin until the first day of the first pay period beginning at least 15 days after the City has received notification from the Internal Revenue Service that pursuant to Section 414 (h) of the United States Internal Revenue Code, these employee contributions so picked up shall not be included in gross income for tax purposes until such time as they are distributed by refund or benefit payment. The City shall provide a revised W-2 form to reflect all of the above changes, as soon as possible after IRS approval.

(b) With respect to the Plan Amendment and the "pick up" of employee pension contributions set forth in paragraph A above, it is expressly understood and agreed as follows:

1. The plan amendment is being adopted only for the purpose of allowing employees to take advantage of IRS Code provisions which permit governmental employees to tax shelter their pension plan contributions.
2. The actual current and future gross salary of the employees will not be affected by the plan amendment.
3. Employee contributions will be withheld from actual gross salary and paid to the plan as has been the practice in the past.
4. Actual gross salary will continue to serve as the basis for determining the amount of salary related fringe benefits, including retirement benefits.
5. Taxable gross salary (salary reported on form W-2) for the employees will be equal to actual gross less the employee contribution to the pension plan.
6. The City will maintain information which will permit identification of the amount of employee contributions made before and after the plan amendment. This is necessary in order to determine the extent to which a pension plan distribution is taxable income to the employee at the time the distribution is received.
7. The plan amendment is being accomplished by local agreement rather than a change in State law.

**33.10 Defined Contribution Plan:** In accordance with the agreement between the parties, application to the IRS seeking separation of employer and employee contributions has been submitted.

#### **34.0 - TRADING DAYS**

34.1 Subject to the approval of the Chief of the Department, employees shall be entitled to voluntarily trade work or leave days. Time due shall be paid on demand of the member having the time coming pursuant to Section 553.16 of the Fair Labor Standards Act. Such time must be repaid during the fiscal year in which the time was borrowed. Denial of an individual request must be for just cause. Blanket denial will not be authorized.

#### **35.0 - RESIGNATIONS**

35.1 To resign in good standing, an employee must give the appointing authority at least two (2) calendar weeks' notice unless the appointing authority, because of extenuating circumstances, agrees to permit a shorter period of notice. A written resignation shall be supplied by the employee to his/her Department Head. He/she shall forward such resignation to the Human Resource

Department for filing in the employee's personnel file. Failure to comply with this rule shall be entered on the service record of the employee and may be the cause for delaying payment for accrued vacation. The resignation of any employee who fails to give notice will be reported to the Human Resource Department by the Department Head.

### **36.0 - HEALTH EXAMINATIONS AND REQUIREMENTS**

36.1 Each employee covered by this Agreement must maintain an acceptable condition of personal physical fitness commensurate with the duties and requirements of the position he/she occupies.

36.2 **Wellness Program:** Each employee of the bargaining unit shall participate in an annual height and weight, blood pressure, pulse rate and cholesterol examination at City expense. The results of this health screening, conducted by a recognized medical facility on City premises, will be mailed directly to the employee's home address by the provider.

### **37.0 - TRAINING ASSIGNMENTS**

37.1 Both the Employer and the Union recognize the value of on-the-job training. Such training is to be encouraged. Training assignments will be made on the basis of ability, seniority and qualifications, and the employee being trained will continue to receive his/her current rate of pay.

37.2 The parties agree that the person holding Fire Inspection I & II, and Fire Marshall positions should be certified. Therefore, the City agrees to grant current job occupants an opportunity to become certified as soon as practicable, and all future members holding such positions will make every reasonable effort to become certified within one year of their appointment at City time and expense.

37.3 All employee(s) hired after the execution date of this Agreement shall be trained and become state certified as basic emergency medical technicians on the City's time and at the City's expense.

### **38.0 - JURY DUTY AND COURT TIME**

38.1 An employee called for jury service or subpoenaed to appear as a witness in court or before any other body empowered by law to compel attendance of witnesses by subpoena, shall be excused from duty for the time necessary to allow him to be in attendance as required and will be paid the difference between his/her straight-time pay and the fee received for acting as a juror or witness.

38.2 If an employee is asked by the City to appear in court on a non-scheduled duty day, or if the employee is subpoenaed to appear in court on a non-scheduled duty day as a result of his or her position with the City, the call back provisions of Section 21.0 shall apply. If an employee is subpoenaed to appear on a duty day, the employee cannot trade days to generate overtime.

### **39.0 - SICK LEAVE**

39.1 Permanent or probationary employees working the 53.1 hour duty week shall accrue sick leave at the rate of one (1) twelve (12) hour period for each month of service. There shall be no maximum accumulation. New hires to 53.1 hour duty week positions shall receive an advance of one hundred forty-four (144) hours of sick leave upon commencement of employment.

39.2 Permanent or probationary employees of the Training Division, Fire Prevention Bureau and the Assistant Fire Chief and EMS Coordinator shall accrue sick leave at the rate of eight (8) hours for each month of service. There shall be no maximum accumulation. New hires to the Training Division, Fire Prevention Bureau and the Assistant Fire Chief and EMS Coordinator shall receive an advance of twelve (12) sick leave days upon commencement of employment.

39.3 In the event that employment is terminated and an employee owes sick leave to the City, the City shall deduct from any monies owing from the City to the employee a sufficient sum to reimburse the City for the sick leave taken and paid for but not earned.

39.4 Sick leave will be paid at the employee's regular hourly rate (exclusive of shift or other work premium pay).

39.5 Sick leave shall not be considered a privilege which an employee may use at his/her discretion, but shall be allowed only in cases of actual sickness or disability. In the event that the sickness or disability subsides to the extent that the employee is reasonably able to return to work and carry on his/her duties, then that employee shall be required to report to work for the remainder of his/her shift.

39.6 Sick leave will not be allowed when absence is due to the use of narcotics, intoxicants or willful misconduct.

39.7 In the event of resignation or discharge all accumulated unused sick leave shall be cancelled and not paid.

39.8 An employee who is self-employed or works for another employer while on sick leave shall be subject to disciplinary action.

39.9 An employee who becomes ill and unable to report for work must notify his/her immediate supervisor at least thirty (30) minutes prior to starting time and each day thereafter, or the absence may not be charged against his/her sick leave. If that department is not open thirty (30) minutes prior to starting time, the report of sickness must be made at the normal starting time.

39.10 The minimum time charged for sick leave to an employee shall be one (1) hour.

39.11 A certificate from a physician or other reliable evidence of illness may be required, at the Employer's option, before compensation for a period of illness is allowed. Alleged abuses of this provision on the part of the Employer shall be subject to the grievance procedure.

39.12 After all sick leave is used, if the employee so elects, annual leave may be used as sick leave and regular payments made therefore to the extent of the annual leave to which the employee is entitled. Whenever absence due to illness exceeds the amount of paid leave earned and authorized, the pay of the employee shall be discontinued until he/she returns to work.

39.13 Normally, no sick leave shall be granted in excess of the allowance accumulated. In unusual cases, the City Manager may approve paid sick leave in advance of accrual up to a maximum of ten (10) days for the Training Division, Fire Prevention Bureau and the Assistant Fire Chief and EMS Coordinator, and five (5) twelve (12) hour periods for employees working the 53.1 hour duty week. In the event that an employee who has been granted sick leave in advance of accrual, terminates or is terminated prior to the accumulation of sick leave granted, a deduction for the equivalent amount of leave shall be made from the employee's terminal salary payment.

39.14 In the event of retirement, an employee having a sick leave balance shall be paid for the accumulated sick leave in the following manner:

- (a) Retiring employees working the forty (40) hour duty week shall be paid for their accumulated sick leave up to a maximum of four hundred ninety (490) hours. Pay for accumulated sick leave shall be made at the employee's base rate at the time of retirement.
- (b) Retiring employees working the 53.1 hour duty week shall be paid for a maximum of six hundred forty-four (644) hours of accumulated sick leave. Pay for accumulated sick leave shall be made at the employee's base rate at the time of retirement.

**40.0 - LEAVE WITHOUT PAY**

40.1 A Department Head may authorize a permanent employee to be absent without pay for personal reasons for a period not to exceed ten (10) working days in a calendar year.

40.2 A Department Head, in consultation with the City Manager, may authorize a permanent employee to be absent without pay for a period not to exceed six (6) months.

40.3 If a permanent employee has a prolonged physical or mental illness, the employee, at his/her request, may be granted by the City Manager, in consultation with the Department Head, a leave of absence without pay not to exceed twelve (12) calendar months.

40.4 An employee on leave without pay for more than thirty (30) days shall not accrue vacation, sick leave, retirement credit, service toward longevity pay, other fringe benefits or seniority, or be compensated for holidays falling during the leave period.

40.5 Whenever absence due to illness or injury exceeds the amount of paid leave earned and authorized, the employee shall be placed on Leave Without Pay.

40.6 An employee who is self-employed or works for another employer during a leave of absence shall be subject to disciplinary action.

40.7 An employee who fails to return to work at the termination of his/her leave of absence without justifiable reason shall be subject to disciplinary action.

40.8 Upon return of an employee from leave of absence, he/she shall be reinstated to the same classification which he/she held prior to the leave of absence. There is no guarantee that he/she will be reinstated to the same job.

40.9 Time spent on a leave of absence greater than thirty (30) days in duration will not count toward qualifying service for merit pay increase.

**41.0 - VACATION LEAVE**

41.1 (a) Any permanent or probationary employee with one (1) full year of service prior to July 1 working the fifty-three (53.1) hour duty week shall be allowed annual leave in accordance with the following schedule, beginning the day after the completion of the appropriate years of service.

<u>Years of Service</u>	<u>Working Days *</u>
1	11
2	12
3	12
4	13
5	14



6	14
7	14
8	15
9	16
10	16
11	16
12	17
13	18
14	18
15 and more	19

\* This schedule includes the six (6) extra working days referred to in Section 18.6 of the Contract.

Employees with less than one year of service as of July 1st shall receive full credit for the six working days, and shall be permitted to schedule them, as of that date; such days shall not be subject to the proration provided for in Section 41.2.

In the event of termination of employment prior to the end of the probationary period, the employee shall be required to reimburse the City for any of this additional vacation leave taken, but not yet earned.

(b) Any permanent or probationary employee in the Training Division or Fire Prevention Bureau with one (1) full year of service prior to July 1 and the Assistant Fire Chief and EMS Coordinator shall be allowed annual leave in accordance with the following schedule, beginning the day after completion of the appropriate years of service.

<u>Years of Service</u>	<u>Working Days</u>
1	10
2	12
3	13
4	14
5	15
6	16
7	17
8	18
9	19
10	20
11	21
12	22
13	23
14	24
15 and more	25

41.2 Any permanent or probationary employee with less than one (1) full year of service prior to July 1 shall be allowed annual leave in the proportion that his/her actual service bears to a full year of service. The employee may not use this partial leave, however, until he/she has served the City for one (1) year. In addition no employee shall be given vacation that is a fractional part of a day. If the vacation accrued is .5 of a day or greater, the employee shall be given the whole day. If the vacation accrued is less than .5 of a day, no part shall be given.

41.3 All vacations must be taken within the fiscal year following the fiscal year of accrual and cannot be extended into the succeeding fiscal year. Employees shall forfeit all rights to vacation time if not taken as per the aforesaid rule.

41.4 In the event of termination for reasons other than discharge, an employee shall be entitled to pay for accrued vacation, provided he/she has given a minimum termination notice of two (2) calendar weeks in writing to his/her Department Head.

41.5 No part time or temporary employee is eligible for vacation.

41.6 Vacation schedules shall be established by the City so as to permit the continued operation of all City functions without interference.

41.7 Vacation preference slips shall be submitted through the unit commander to the Fire Chief in keeping with Rules and Guidelines for Vacations. The parties agree that any future changes in the guidelines shall be subject to Article 6.3. After vacation selections are approved, they shall remain final, except in the case of an emergency.

41.8 If a Holiday occurs during an employee's vacation, he/she shall be entitled to an extra day's vacation, at his/her regular straight time rate. A Holiday will be considered to occur during an employee's vacation week if the Holiday and the vacation are included within the period of seven (7) consecutive days commencing at midnight on Saturday. This provision is applicable only to employees who work a forty (40) hour week.

41.9 If an employee dies, his/her next of kin will be paid the regular straight-time pay for all vacation he/she would have otherwise received.

41.10 Vacation pay will be paid at the employee's regular hourly rate (exclusive of shift or other premium pay).

## **42.0 - MILITARY LEAVE**

42.1 Any permanent employee entering active service under the Universal Military Training and Service Act, as amended, or who enlists in the military service for one enlistment, shall be granted a leave of absence and subsequent reemployment rights, subject to the limitations of applicable law. Time spent in military service under the aforesaid provision shall be considered as qualifying service for longevity pay purposes and extended vacation benefits.

## **43.0 - HOLIDAYS**

43.1 Fire department personnel working a forty (40) hour duty week shall receive fifteen (15) paid Holidays. In addition, they shall receive annual compensation for 188.4 hours times their current hourly base wage. This payment shall be made by separate check in the full amount during the period between July 1st and July 31 each year during the life of this contract. The EMS Coordinator shall also be covered by this provision.

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Christmas Eve
7. Christmas Day
8. New Year's Eve
9. Seven (7) Personal Business Days

43.2 When any of the above Holidays fall on a Saturday the preceding Friday shall be observed as the Holiday. When a Holiday falls on a Sunday, the following Monday shall be observed as the Holiday.

43.3 Holidays will be paid at the employee's regular hourly rate (exclusive of shift or other work premium pay).

43.4 In order to qualify for the Personal Business Days, an employee must have successfully completed his/her initial probationary period.

43.5 In order to qualify for Holiday pay, an employee must be on duty the working day before and after the Holiday. Authorized absence with pay shall be considered as being on duty. This provision does not apply to employees working a 53.1 hour duty week.

43.6 The Personal Business Days may be taken any time during the fiscal year, subject to the approval of the unit commander. They cannot, however, be taken consecutively, or in periods of less than four (4) hours.

43.7 Employees working the 53.1 hour duty week shall receive pay or compensatory time for two hundred fifty (250) hours in lieu of Holidays per fiscal year.

(a) Employees shall bank during the course of any one fiscal year thirty-two (32) hours [pursuant to Section 18.6(b)] which may be used in increments of one (1) hour or more during the course of the fiscal year, at the employee's option. In the event an employee has time remaining in said bank at the end of the fiscal year, then such time remaining shall be paid for during the period between July 1st and July 31st of the succeeding fiscal year at the basic hourly wage in effect on May 31st.

(b) Payment for Holidays (exclusive of the twenty-four (24) hour bank) shall be made by check at the base hourly wage in effect on July 1 and such checks shall be issued during the period between July 1st and July 31st. In the event of termination, the employee shall receive the payment for which he/she is eligible as of June 1. A Holiday or Holidays falling during a period while the employee is on paid leave, exclusive of vacation, shall be considered as having been taken.

(c) There shall be a one-time lump-sum pre-tax reduction of \$1,165.00 per member (70 members x \$1,165.00 = \$81,550.00) out of the 2005/2006 Holiday pay check to be paid in July of 2005, and shall be taken from the portion of the holiday pay check which is not part of the Final Average Compensation for the purpose of an employee's pension calculation. This money is payment to fully restore Longevity and eliminate Section 49.1(b) from this collective bargaining

agreement. For all employees, longevity pay increments shall be awarded as per the schedule in 49.1.

#### **44.0 - BEREAVEMENT LEAVE**

##### **44.1**

(a) In a case of death in the immediate family, defined as the spouse, child, mother, father, brother, sister, a permanent or probationary employee may be granted a leave of absence with pay for a period not to exceed seventy-two (72) hours. Such leave shall be considered Bereavement Leave. A forty-eight hour leave of absence with pay shall be permitted of mother-in-law, father-in-law, or other relative living in the employee's household, provided that an additional (3rd) day may be allowed the employee in a situation where circumstances so warrant with the approval of the Chief of the Department. In the case of the Assistant Fire Chief, EMS Coordinator and employees of the Fire Prevention Bureau and Training Division, they shall be granted a leave of absence with pay for a period not to exceed three (3) normal work days. Such leave with pay shall be considered Bereavement Leave. If the employee so elects, two (2) additional days off with pay may be taken, but such time shall be charged to the employee's current sick time, personal business or vacation. Five (5) days with pay shall be permitted for the death of the spouse, child, mother, father, brother or sister.

(b) Bereavement leave shall include grandparents, brother-in-law and sister-in-law, at one (1) day for employees of the Fire Fighting Division. The Assistant Chief, EMS Coordinator and employees of the Training Division and Fire Prevention Bureau shall get two (2) days with an option of an additional day.

44.2 Bereavement leave will be paid at the employee's regular hourly rate (exclusive of shift or other work premium pay).

44.3 An employee who is self-employed or works for another employer while on bereavement leave shall be subject to disciplinary action.

44.4 Should a death of a member of his/her immediate family occur while an employee is on a scheduled vacation, he/she shall be eligible to receive the benefits stated herein, provided he/she notifies the City prior to the date of the funeral and he/she attends the funeral.

#### **45.0 - INJURY LEAVE**

45.1 A permanent or probationary employee who incurs a job related illness or injury, or who incurs a non duty injury or illness, while acting in the service of the City of Royal Oak, which results in a physical or a mental disability that prevents the employee from performing his/her regular duties or from performing selected limited assignments, shall be placed on injury leave, unless he/she shall be retired under the provisions of Article 47A.1 and the City Ordinance establishing a Revised Retirement System for Officers and Employees of the City of Royal Oak applicable to duty disability retirement.

45.2 A Fire Department employee on injury leave who normally works a 53.1 hour duty week shall be entitled to regular pay, but such compensation shall not exceed five hundred and thirty one (531) hours at one hundred percent (100%) of base pay, with an additional two thousand two hundred and seventy seven (2277) hours at eighty percent (80%) of base pay, for any one illness or injury.

If an employee desires to remain at the one hundred percent (100%) level, he/she may do so by notifying the City in writing. The employee will be allowed to remain at one hundred (100%) of pay provided that the eighty (80%) is supplemented by the use of:

1. Vacation days
2. Personal Business days
3. Holidays
4. Sick Leave accruing during the fiscal year the injury leave is taken
5. Sick Leave bank

The employee must exhaust the days accrued in each numerated category.

45.3 A Fire Department employee on injury leave who normally works a forty (40) hour duty week shall be entitled to regular pay, but such compensation shall not exceed three hundred and eighty (380) hours at one hundred percent (100%) of base pay, with an additional one thousand seven hundred (1700) hours at eighty percent (80%) of base pay, for any one illness or injury.

If an employee desires to remain at the one hundred percent (100%) level, he/she may do so by notifying the City in writing. The employee will be allowed to remain at one hundred (100%) of pay provided that the eighty (80%) is supplemented by the use of:

1. Vacation days
2. Personal Business days
3. Holidays
4. Sick Leave accruing during the fiscal year the injury leave is taken
5. Sick Leave bank

The employee must exhaust the days accrued in each numerated category.

45.4 Injury leave shall be paid at the employee's regular hourly rate (exclusive of shift or other work premium pay).

45.5 Injury leave shall be considered for all purposes as continuing service. At any time during injury leave an employee may be required to submit to a physical examination by a City physician.

45.6 An employee who is self-employed or works for another employer while on injury leave shall be subject to disciplinary action.

45.7 After an employee receives injury leave pay in the maximum amounts as prescribed under the above provisions, the employee's pay shall be governed by the Michigan Workers' Disability Compensation Act.

45.8 Injury leave and subsequent pay shall start immediately upon reported illness or injury.

45.9 An employee who is eligible for injury leave payment under this Section may avail himself/herself of any City approved medical treatment or medical facilities. Any employee who refuses medical attention or does not avail himself/herself of therapy, will be disallowed injury leave. In the event an employee feels that he/she is not receiving adequate medical attention he/she may request a change of physicians. Such request shall be made through the Fire Chief to the Human Resource Department.

45.10 The benefits provided under this section and any other section involving disability as defined above shall be cumulative and shall include all benefits provided by City Charter, by City Ordinance or by benefits provided in this contract.

#### **46.0 - EMERGENCY LEAVE**

46.1 In the event that a permanent or probationary employee's spouse, or relative living in the employee's household, or one or more children becomes ill or incurs an injury of an emergency nature which would compel the employee to leave his/her employment in order to take the above-defined relative to either a hospital or doctor's office and remain until the emergency has stabilized, the employee, upon furnishing a written statement from an attending physician to the employee's unit commander validating the emergency, shall be paid his/her regular wage for his/her time away from work, and the time taken shall be deducted from the employee's accrued and unused sick leave benefits in an amount of time ranging from one (1) hour, but not to exceed twenty-four (24) hours in any one fiscal year, or, at the employee's option, emergency leave may be credited against vacation or personal business days or sick leave. In the event the employee opts to remain after the emergency has stabilized, the employee shall notify the Unit Commander and shall be allowed to use either vacation or personal business days, or sick leave. In the event that vacation, personal business days, or sick leave are used for emergency leave, such time may be used in a period of not less than one (1) hour. Any odd hours of vacation time resulting from emergency leave shall be paid at the end of the fiscal year.

#### **47.0 - INSURANCE**

47.1 Life Insurance: The City shall pay full premium for Fifty Thousand (\$50,000) Dollars group life insurance for all members of the bargaining unit effective as soon as possible following the date of this Act 312 Award. Four Thousand (\$4,000.00) Dollars group life insurance for all employees retiring after June 1, 1983.

47.2 Hospital and Surgical Insurance:

(a) Employees hired prior to the date of the 1993 Act 312 Award may select health insurance coverage from Blue Cross/Blue Shield or the Health Maintenance Organizations offered by the City including Health Alliance Plan, SelectCare, Blue Care Network, or M-Care POS. Employees hired on or after the date of the 1993 Act 312 Award shall choose from the Health Maintenance Organization only, including the Health Alliance Plan, SelectCare, Blue Cross Network, or M-Care POS during the first two (2) years of employment with the City. After completion of two years of service with the City, said employees shall be provided the option of enrolling in the City Blue Cross/Blue Shield program during the first available open enrollment period.

(b) The City shall provide and pay the full premium for Blue Cross/Blue Shield, (or similar insurance thereto which may be secured at the option of the City provided that the benefits are at least identical to the benefits described herein), with the **Blue Preferred Plan** (PPO Option); MVF 1; Master Medical Option I; \$5 PDR with Generic Drugs and Rx Pharmacy as described in (d) below; Optical Coverage and ML, FAE-RC and VST riders for each employee, spouse and eligible dependents. Additionally, said coverage shall also include the MMC-POV rider and Organ Transplant Coverage.

(c) The Preferred Provider Organization (PPO option), the BC/BS Blue Preferred Plan, is agreed to with contingency language based on the Blue Preferred Plan program continuing with no

more than a 10 percent reduction in the listing of participating physicians - otherwise, the Fire Fighters' have the option to return to the traditional coverage, i.e., standard BC/BS hospital and surgical coverage with Predetermination and Mandatory Second Opinion.

(d) Effective July 1, 2005, the prescription drug rider shall be \$10/\$20 with a cap of 30 prescriptions per fiscal year. Employees with more than 30 prescriptions per fiscal year shall be reimbursed for the additional cost of the co-pay for prescriptions in excess of 30. Reimbursement will be made by the Finance Department on an annual basis for the period of July 1 through June 30 each year. It is the responsibility of the employee to present to the Finance Department copies of the prescriptions for the prior period between July 1<sup>st</sup> and July 31<sup>st</sup> each year. The reimbursement will be paid out by August 31 each year.

(e) The city and the subscriber will each be responsible for fifty (50) percent of the premium for optional Family Continuation Coverage.

(f) Duplicate Health Care Benefits: The City shall pay the employee or retiree 30 percent of the scheduled premium annually (up to a maximum of \$2,400.00 annually) to select the benefits under a spouse's health care plan. The employee will be able to purchase separately the following Blue Cross/Blue Shield riders currently available to all employees: master medical, prescription, and optical. The employee will be responsible to pay the entire cost of the riders as determined by the provider. Further, in the event the employee's spouse's coverage is terminated for any reason, the City will pay the COBRA payments or be responsible for contract benefits for the employee, spouse and eligible dependents, until coverage can be obtained under the City-sponsored health care program. To the extent possible, employees shall provide advance notice to the City of the spouse's termination of coverage.

(g) Retiree Medical and Surgical Insurance: For all employees, qualified spouses, and other eligible dependents, retiring on and after June 1, 1989 the City shall provide and pay the full premium for Blue Cross/Blue Shield, (or similar insurance thereto which may be secured at the option of the City provided that the benefits are at least identical to the benefits described herein), for MVF 1, Master Medical Option I, \$5.00 PDR with Generic Drugs and Rx Pharmacy; and the ML, FAE-RC and VST riders with Reciprocity. Optical Coverage, Organ Transplant Coverage, Predetermination and Mandatory Second Opinion.

(h) For all employees, qualified spouses and other eligible dependents retiring after June 30, 2006, the prescription drug rider shall be \$10/\$20 with a cap of 30 prescriptions per fiscal year. Employees with more than 30 prescriptions per fiscal year shall be reimbursed for the additional cost of the co-pay for prescriptions in excess of 30. Reimbursement will be made by the Finance Department on an annual basis for the period of July 1 through June 30 each year. It is the responsibility of the employee to present to the Finance Department copies of the prescriptions for the prior period between July 1<sup>st</sup> and July 31<sup>st</sup> each year. The reimbursement will be paid out by August 31 each year.

(i) In the event a retired fire fighter or person covered through or because of such fire fighter becomes eligible for Medicare benefits, any retiree or person covered through or because of such retiree shall obtain City sponsored Blue Cross/Blue Shield "Complimentary Coverage", to coordinate the benefits and for Medicare to be primary, with the City paying the base premium only for the Part B Coverage through reimbursement each month. Upon coordination with Medicare, retired firefighters shall have the "Exact Fill" rider to insure no reduction in benefits and coverage. Such coordination shall be without prejudice to any currently provided benefits including but not limited to optical, prescription drug rider, and any other medical coverage provided under Section

47.2 (f). It is the parties' expressed intent that retirees' options and coverage shall not be diminished by the mandatory coordination. The City shall provide unit retirees advanced notice of any prospective changes in options or benefits.

(j) The City shall continue said insurance for the surviving spouse and eligible dependents, at said level upon the demise of the retiree. A retiree, except for those retirees initially retiring on a duty disability retirement, must have at least twenty (20) years of service with the City in order to receive the above medical insurance. Employees retiring on non-duty disability shall be entitled to the above medical insurance only until voluntary retirement age unless they have the aforementioned twenty (20) years of service. Effective upon the date of signing of the 2000/2003 contract (1/23/2001), the minimum years of service for non-deferred retirements shall be fifteen (15).

#### 47.3

(a) **Dental Insurance:** The City shall provide co-payment dental insurance which shall be the Delta Dental Plan of Michigan, (or similar insurance thereto which may be secured at the option of the City) with Class I Basic Dental Benefits with a twenty-five (25%) percent employee co-pay, Class II Prosthodontic Benefits with a fifty (50%) percent employee co-pay and a \$1,000 per person per contract year maximum benefit. In addition, the City shall provide Class III Orthodontic Benefits with a twenty-five (25%) employee co-pay, and these benefits shall not exceed a lifetime maximum of \$2,500 per eligible person.

(b) **Retiree Dental Insurance:** The City shall provide co-payment dental insurance which shall be the Delta Dental Plan of Michigan, (or similar insurance thereto which may be secured at the option of the City) with Class I Basic Dental Benefits with a twenty-five (25%) percent employee co-pay, Class II Prosthodontic Benefits with a fifty (50%) percent employee co-pay and a \$1,000 per person per contract year maximum benefit.

47.4 **Optical Insurance.** The City shall provide and pay the full premium for Blue Cross/Blue Shield 80/20 optical insurance plan for each employee and family.

47.5 Employees are required to notify the employer of any change in marital status which has an effect on the City's payment of fringe benefits. Failure to do so will result in the employee being held responsible for any cost incurred because of his/her negligence.

47.6 The City of Royal Oak does further agree to indemnify and save harmless all fire fighters of the City of Royal Oak Fire Department from and against all claims or suits, based on negligence or tort, damages, costs, losses, and expenses arising out of the defense of each and every action taken by a fire fighter in the course of and the performance of their duties of a fire fighter. Said indemnification shall include, but not be limited to, malfeasance, nonfeasance, assault and battery, negligence or any other cause of action which is a result of actions taken by a fire fighter in the course of and arising out of the performance of his/her duties as a fire fighter. Said indemnification shall either take the form of insurance coverage (including defense and payment of judgment or settlement), or by providing of legal counsel and payment of judgment or settlement.

The Employer agrees to reimburse any bargaining unit members for reasonable attorney fees not to exceed Ten Thousand (\$10,000) Dollars in any case where a bargaining unit member is charged with a criminal offense while engaging in his/her official duties on behalf of the Department and where said criminal charge results in dismissal, acquittal or being found not guilty.



47.7 With regard to hospital and surgical insurance, this section shall be renegotiable in the event that a program of national health insurance is adopted by the United States Congress during the term of this contract.

#### **47A.0 - DUTY AND NON-DUTY DISABILITY PENSION PROVISIONS**

47A.1 Any permanent or probationary employee who becomes disabled as a fire fighter as the result of job-connected injury or illness and any permanent or probationary employee with a minimum of five (5) years of service who becomes disabled as a fire fighter as the result of a non-job-connected injury or illness shall be eligible upon application by the employee or City to receive a monthly level straight life pension consisting of a minimum of either Sixty-six and two-thirds percent (66-2/3%) (job-connected) or Fifty percent (50%) (non-job-connected) of his/her base monthly salary in effect at the time of his/her retirement. The Assistant Fire Chief, and employees in the Training Division or Fire Prevention Bureau, and the EMS Coordinator otherwise meeting the requirements set forth above, shall be entitled to the specified benefits if they are disabled from performing the duties of their position. These monthly payments shall continue until the employee reaches voluntary retirement age or until such time as the employee chooses to accept another position with the City, or until the employee is able to return to the full duties of his or her position. Any position offered by the City must pay a minimum of either 66-2/3% of the current base pay of the position held by the employee at the time of his/her disability, if the disability was job-connected or 50% if the disability was non-job-connected. The City shall first offer available employment to the individual disabled the greatest period of time who possesses the physical and mental ability to perform the offered employment. The employee may reject any offer of employment by the City (other than to his/her former position), without jeopardizing the continuation of the retirement benefit, set forth above.

47A.2 An employee receiving benefits under this section whose benefits are terminated either because of his/her attaining voluntary retirement age or his/her resuming employment with the City shall receive his/her prior credited service and, if the disability was job-connected full service credit for the period he/she was receiving said disability benefits.

47A.3 An employee receiving benefits under this Section who chooses to accept the offer of another position of employment with the City, upon assuming said employment, shall receive the wages and other benefits associated with his/her new position, except that he/she shall continue to be treated as a member of the Royal Oak Fire Fighters Union's bargaining unit for pension and health insurance benefits.

47A.4 The changes in duty and non-duty disability benefits set forth above shall be applicable to current or former members of the bargaining unit whose disability insurance benefits under prior agreements have been terminated or are terminated in the future. In the case of Clarence Avery, he/she shall receive a duty-disability pension computed in accordance with the provisions of this Section retroactive to January 1, 1983.

47A.5 Offsets - Any benefits which are paid or payable under the provisions of any worker's compensation law shall be offset against and payable in lieu of the portion of any pension provided by retirement system funds. The portion of the member's pension provided by his/her accumulated contributions is exempt from this offset. Worker's compensation benefits shall include redemptions and settlements in lieu of benefits but shall not include payments for medical expenses.

In addition, if a member receiving a disability pension under this Section earns any outside wages, his/her disability pension shall be reduced by \$1 for every \$2 his/her disability pension, when added

to his/her outside wages, exceeds 125% of the current base pay of the position held by the member at the time of his/her disability if his/her disability was job-related and by \$3 for every \$4 his/her disability pension, when added to his/her outside wages, exceeds 125% of the current base pay of the position held by the member at the time of his/her disability if his/her disability was non-job-related. As an example, if an employee then holding the rank of Sergeant retires on June 1, 1986 on a disability pension of \$22,000.00 per year and the rank of Sergeant carries a base wage of \$40,000 effective June 1, 1990, the member can earn \$28,000 in outside wages in fiscal year 1990 before his/her disability pension will be reduced. If he/she in fact has \$32,000 in outside wages, his/her disability pension will be reduced by \$2,000 per year in fiscal year 1990 if his/her disability was job-related and by \$3,000 per year if his/her disability was non-job-related.

47A.6 An individual receiving benefits under this Article may choose an option provided for in Section 24 of the Retirement Ordinance.

47A.7 An employee who loses his/her life in the performance of his/her duty as a fire fighter, or who dies as a direct result of an injury incurred in the performance of his/her duty as a fire fighter, shall be entitled to be buried in full uniform with a corresponding service customary and proper to the rank and position of said employee. In the event the employee has not accrued sufficient quarters for social security eligibility, the City shall pay those funeral expenses provided under the existing Social Security funeral benefits.

#### **48.0 - ADVANCED LIFE SUPPORT (Paramedic) PROGRAM**

48.1 The City of Royal Oak recognizes that the provision of Advanced Life Support Services may be provided by the Royal Oak Fire Department. The City reserves the right to determine the number of Advanced Life Support (Paramedic) units, the number of paramedics, and the number of paramedics assigned to the program that shall be maintained as a part of the ALS program. The maximum number of assigned paramedics shall be 36. The City also reserves the right to manage the program so as to provide a quality Advanced Life Support Service in the City of Royal Oak.

It is recognized that members assigned to the paramedic program shall be cross trained as fire fighter/paramedics, shall be required to maintain their skills and qualification as fire fighters in addition to maintaining their paramedic licensure and shall perform any firefighter and any ALS related activities.

**48.2 TRAINING AND ASSIGNMENT** The Fire Chief shall make the final decision as to who shall receive ALS training and assignment. Selection for training and assignment to ALS duties shall be made on the basis of ability, qualifications, and seniority in accordance with Section 37.1 of the contract. The intent of this section is interpreted as not to give more weight to any one of the criteria items, but to make a decision considering all three. The goal in selecting paramedics is to select the best possible candidate for the program utilizing those parameters.

When additional members are needed for paramedic training, a notice shall be posted so advising the employees. All interested, eligible Fire personnel may apply for training by signing up appropriately for the program. All candidates will be reviewed, and a sufficient number will be assigned to training, consistent with the above policy.

In the event that an insufficient number of employees volunteer for this program, members will be assigned to the program by Fire Department management in inverse order of seniority.

Any employee who is trained and licensed as a paramedic at the expense/time of the City of Royal Oak shall maintain his/her State of Michigan license for a minimum of six years. Employees who wish to discontinue performing ALS duties must notify the Chief one year before completion of the six year commitment, or one year before the desired separation date, to allow sufficient time for training and selection of a replacement. A paramedic who wishes not to maintain his or her license, without first fulfilling the six year obligation may apply for separation from the program, recognizing that it is the sole discretion of management as to whether or not the request is granted. Any member of the paramedic program who fails to maintain their license and fails to provide paramedic services for the six year period shall be required to reimburse the City of Royal Oak for any and all cost of training and licensure, including but not limited to tuition, books, equipment or any other expense, unless waived by the City Manager.

If there are insufficient members to operate the ALS program, employees shall be required to maintain licensure and participate in the program beyond the six year period until sufficient members are trained to replace them, up to a maximum of one year. This requirement will be enforced by the Chief using the criteria of ability, qualifications and seniority as described above.

Any employee who is hired to the position of Fire Fighter/Paramedic shall maintain his/her licensure for a period of at least six years from date of hire.

**48.3 TRAINING EXPENSES:** Employees attending paramedic training will be assigned to the appropriate class and schedule as necessary. The City will pay regular wages, tuition, books, supplies and examination costs related to paramedic school for each designated employee. The employee is expected to pass the course. Employees who volunteer for training, then fail to obtain licensure, shall be required to reimburse the City for the cost of tuition and books, unless the fire fighter takes and passes the course a second time. The City will pay the cost of the paramedic license.

**48.4 CONTINUING EDUCATION AND TRAINING:** The employer will continue to offer in-house re-certification training classes on a regular basis for each Paramedic and EMT. Employees on duty will be required to attend those classes. Absent specific approval by the Chief, no employees will be deemed authorized to attend re-certification classes off-duty or off-premises and any classes so attended, unless otherwise approved, will be considered classes voluntarily attended by the employee.

Paramedics and EMT's shall have an affirmative duty to maintain sufficient educational units through attendance at other employer offered in-house instruction so as to obtain sufficient education units prior to the expiration of licensure.

**48.5 POLICY:** Trades, vacations and other scheduled absences for paramedics are governed by the department policies regarding paramedics, but will not be honored if by doing so, the paramedic manning will be less than two paramedics for each advanced unit in service.

Daily assignments will be made by the unit commander at each station. Paramedics should be rotated on a schedule so as to keep their skills current.

**48.6 EMS COORDINATOR:** There shall be an EMS Coordinator position responsible for the coordination and supervision of the Fire Department's ALS program, subordinate to the Chief. Duties, responsibilities and qualifications shall be consistent with those described on the class specification and with relevant legal requirements. For pay purposes, there shall be an EMS Coordinator I and II designation, with pay equal to Fire Prevention Inspector I and II. The EMS

Coordinator shall not receive the paramedic premium. The EMS Coordinator shall be a 40 hour per week position.

**48.7 PARAMEDIC PREMIUM:** Individuals assigned to the paramedic program shall receive an annual premium in the following amounts:

Effective July 1, 2000 7% of base salary

Effective July 1, 2001 8% of base salary

The premium shall be paid by separate check in the full amount between July 1 and July 31 of each fiscal year for that year. In the event of termination or separation from the ALS program, the employee shall be required to reimburse the City for the portion of the premium not earned determined by the pro-rata portion of the fiscal year not served in relation to the total fiscal year. Employees entering the paramedic program during the course of the fiscal year shall be paid a partial paramedic premium determined by the pro-rata portion of the fiscal year served in relation to the total fiscal year.

It is also recognized that there will be individuals who are paramedics who are not in the paramedic program. But there may be occasions when such individuals are on duty and, because of the shortage of paramedics in the program, these non-program paramedics may be assigned a paramedic rig on a given day. In the event that they are so assigned, for each day they are so assigned they will receive a per diem stipend for the above stated percentage of their per diem wages.

#### **49.0 - LONGEVITY PAY**

49.1 For all employees longevity pay increments shall be awarded as per the following schedule:

Two percent (2%) of base pay after completion of five (5) years of service.

Four percent (4%) of base pay after completion of ten (10) years of service.

Six percent (6%) of base pay after completion of fifteen (15) years of service.

Eight percent (8%) of base pay after completion of twenty (20) years of service.

Ten percent (10%) of base pay after completion of twenty-five (25) years or more of service.

49.2 For all employees eligible for percentage longevity payments the payment shall be computed on the base annual rate of pay in effect on July 1 of the fiscal year in which the payment is to be made.

49.3 Longevity pay shall be made by separate check for the full amount and shall be paid not later than November 15th of each year.

49.4 Military leave of absence shall be considered as continuous City service.

49.5 Credit shall not be given for time spent on a leave of absence in computing longevity pay eligibility.

49.6 The cut-off date for qualifying service shall be December 1st. For an example, in order to be eligible for the first longevity pay increment, which is two percent (2%) of base pay after five (5) years of service, the employee must have five (5) years of service as of December 1st of the fiscal

year in which payment is to be made. Anniversary dates falling during the fiscal year will not be recognized for longevity pay until December 1st of that year.

49.7 In the event of termination, either through resignation or discharge, the employee shall be eligible to receive that longevity pay for which he/she was eligible as of December 1. He/she shall not, however, be entitled to partial longevity payment for service accrued in the fiscal year in which his/her employment is terminated. In the event payment has been made to an employee who has failed to meet the requirements specified in this entire Section, the City shall deduct said amount from final compensation.

49.8 In the event of termination, either through retirement or demise, the employee shall be entitled to receive that longevity pay for which he/she was eligible as of December 1. In addition, he/she shall receive a partial payment for time served in the fiscal year in which his/her retirement or demise falls. Such payment shall be determined by the ratio formed between a full year of service and that portion of the year actually served.

49.9 In the event of layoff, the employee shall be entitled to receive that longevity pay for which he/she was eligible as of December 1. In addition, he/she shall receive a partial payment for time served in the fiscal year in which his/her layoff falls. Such payment shall be determined by the ratio formed between a full year of service and that portion of the year actually served.

49.10 For purposes of longevity pay calculations only, the fiscal year shall continue to be interpreted as June 1st to May 31st.

## **50.0 - SICK LEAVE PAY**

50.1 The Sick Leave Control Program shall be applicable to all full time permanent or probationary employees.

50.2 In order to qualify for sick leave payment, an employee must have forty-five (45) days of accumulated sick leave as of the first day of the fiscal year in which payment is to be made.

50.3 Employees who have the prescribed minimum accumulation of sick leave shall be paid one hundred percent (100%) of unused sick leave in excess of six (6) days earned during the fiscal year in which payment is to be made. Those days for which pay is not given shall be added to the employee's sick leave accumulation. Sick leave pay shall be made on the basis of an eight (8) hour day for the Assistant Fire Chief and employees of the Fire Prevention Bureau and the Training Division. In the case of employees working the 53.1 hour duty week, sick leave pay shall be made on the basis of a twelve (12) hour work day. The hourly rate shall be based upon a work year of two thousand seven hundred and sixty (2760) hours.

50.4 All sick leave payments shall be computed on the annual base rate of pay in effect as of the last pay period of the fiscal year in which the sick leave was earned.

50.5 Sick leave payments shall be made by check for the full amount and shall be issued between the dates of July 15 and July 31.

50.6 If an employee so elects in writing to the City Manager, he/she may waive payment for sick leave and have the days for which payment would normally be given added to his/her sick leave accumulation.

50.7 The cut-off date for qualifying accumulated sick leave for payment shall be as of June 30. As an example, in order to be eligible for sick leave payment, an employee must have a minimum of

forty-five (45) days of accumulated sick leave as of June 30. Employees qualifying during the fiscal year will not be eligible for sick leave payment until the subsequent fiscal year.

50.8 In the event of termination, either through resignation or discharge, the employee shall be entitled to receive payment for which he/she was eligible as of the close of the last pay period of the fiscal year in which his/her sick leave was earned. He/she shall not, however, be entitled to a partial sick leave payment for sick leave accumulated and unused in the fiscal year in which his/her employment is terminated.

50.9 In the event of termination, either through retirement or demise, the employee shall be entitled to receive sick leave payment for which he/she was eligible as of the close of the last pay period of the fiscal year in which the sick leave was earned. In addition, he/she shall receive a partial sick leave payment based on the payment of fifty percent (50%) of the unused sick leave earned in the fiscal year in which his/her employment is terminated.

50.10 In the event of layoff, the employee shall be entitled to receive payment for which he/she was eligible as of the last pay period of the fiscal year in which his/her sick leave was earned. In addition, he/she shall receive a partial sick leave payment based on the payment of fifty percent (50%) of the unused sick leave earned in the fiscal year in which his/her layoff falls.

50.11

(a) Employees working the forty (40) hour week having a minimum of four hundred ninety (490) hours of unused sick leave accumulated may, at their option, either:

1. receive payment for up to four hundred ninety (490) hours of accumulated unused sick leave, or
2. draw upon the accumulated time and leave up to four hundred ninety (490) working hours prior to the date of retirement and receive full pay to the date of retirement.

(b) Employees working the 53.1 hour week having a minimum of six hundred forty-four (644) hours unused sick leave accumulated may, at their option, either:

1. receive payment for up to six hundred forty-four (644) hours, or
2. draw upon the accumulated time and leave up to six hundred forty-four (644) working hours prior to the date of retirement and receive full pay to the date of retirement.

(c) In situations where the retiring employee has less than the prescribed minimum number of hours sick leave accumulated, he/she may leave early at his/her option, providing the time taken bears a pro rata relationship to the sick leave accumulation.

## **51.0 - SUSPENSION OF LEAVES**

51.1 The leaves provided for in this Agreement may be temporarily suspended during any period of emergency declared by the City.

## **52.0 - OVERTIME MEALS**

52.1 In the event that an employee is called back to duty and by reason thereof is on duty at a normal mealtime for breakfast, lunch, or dinner and cannot be released from duty to have said meal at home, or whose work requires that he/she be out of the City during said mealtime, he/she will

receive a meal allowance of \$4.00 per meal, provided receipts are produced and no alcoholic beverages are included.

### **53.0 - SAFETY AND SANITARY CONDITIONS**

53.1 The Employer agrees to provide sanitary, safe and healthful facilities.

53.2 The Employer will provide adequate first aid facilities.

53.3 Employees covered hereby, in the performance of their jobs, shall at all times use safety devices and protective equipment which may be furnished to them and will comply with safety, sanitary and fire regulations.

53.4 There shall be a Safety Committee composed of the Chief, Assistant Chief, a Command Officer, a Firefighter, a Union Officer and a representative of the Human Resource Department

### **54.0 - SEPARABILITY OF CONTRACT**

54.1 If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any provisions shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

### **55.0 - WAIVER OF BARGAINING DURING CONTRACT TERM**

55.1 The City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, unless such matter by its very nature or by Agreement is subject to negotiations during the term of this contract.

### **56.0 - DISCIPLINARY PROCEEDINGS AGAINST UNION MEMBERS**

56.1 Whenever disciplinary proceedings are contemplated against a member of the Union under such circumstances that the misconduct being investigated, if substantiated, would constitute a crime under State or Federal law, no statement shall be taken from the fire fighter nor shall he/she be interrogated, except in accordance with the following procedure:

(a) The employee shall first be advised of the charge or charges against him, either by the Chief or by a Command Officer of the Department.

(b) The employee shall be advised of his/her right against self-incrimination and of his/her right to legal counsel.

(c) If the employee desires the assistance of legal counsel, no further proceedings shall be had until the employee has been afforded a reasonable opportunity to consult legal counsel, but the employee may be suspended from duty if the gravity of the charges being investigated so dictate. Legal counsel may appear with the employee in any subsequent proceedings if the employee so desires. No employee shall be suspended until a written Order to Answer is issued which would

subject him to possible disciplinary action, for refusal to answer. All written answers to an Order to Answer will be subject to and include a Reservation of Rights.

(d) The employee and his/her counsel, if any, shall be entitled, upon demand, to a written statement of the charges, against the employees, which are being investigated. Any such statement of charges may be amended or amplified subsequently, and any disciplinary action which may be taken shall in no way be limited to matters set forth in any statement, or amended or amplified statement of charges.

(e) The employee may then be ordered to make a statement concerning the charges against him, and to submit to interrogation. The employee may decline to do so, but any such refusal shall constitute grounds for disciplinary action.

(f) If the employee chooses to make a statement and submit to interrogation, any such statement and any answers resulting from interrogation may be used as the basis for disciplinary action, and may also be used in any proceedings before an arbitrator in the event of an appeal of such disciplinary action. For any and all other purposes, any such statement or answers to interrogation shall be privileged and shall constitute a private record, and shall not be made available without the signed consent of the employee to any person or agency, except pursuant to subpoena issued by a court.

(g) Any and all of the rights and privileges conferred herein upon members of the Union may be waived by the employee, but any such waiver shall be signed and in writing.

56.2 Oral reprimands shall automatically expire one year from the date of discipline, if no other disciplinary sections or citizen complaints have been received, and shall be removed from the file thereafter upon request of the employee. Written reprimands shall automatically expire three years from the date of discipline, if no other disciplinary sections or citizen complaints have been received, and shall be removed from the file thereafter upon request of the employee.

## **57.0 - DEFERRED COMPENSATION**

57.1 All bargaining unit members shall be permitted to participate in any "deferred compensation plan" or any plan for which similar name or purpose is made, that is made available to any City employee. They shall be entitled to participate in identical plans.

## **58.0 - EMPLOYEE'S BILL OF RIGHTS**

58.1

(a) No member will be ordered, or coerced in any manner to submit to a polygraph examination, lie detector test, or similar test, or chemical such as sodium pentothal or truth serum tests, or similar tests by whatever name called for any reason unless such member shall demand said examination in writing.

(b) No member shall be discharged, disciplined or in any way discriminated against for refusing or declining to submit to a polygraph examination, lie detector test, or similar test by whatever name called.

(c) An employer or agent shall not discharge an employee solely because of an alleged or actual opinion that the employee did not tell the truth during a polygraph examination, lie detector test, or similar test, except where valid and voluntary stipulation has been executed by the employer or agent, and the employee prior to the examination.



58.2 The employer or agent shall not utilize any type of recording device or electronic surveillance device to record or transcribe any conversations between the employer and any member unless disclosure of such device is made to the member prior to such conversation.

58.3 Except when on duty or when acting in his/her official capacity, no member shall be prohibited from engaging in political activity or be denied the right to refrain from engaging in political activity.

58.4 Members shall have the right to bring civil suit against any person, group of persons, or any organization or corporation, or the heads of any organizations or corporations, for damages suffered, either pecuniary or otherwise, or for abridgement of their civil rights arising out of the officer's performance of official duties.

58.5 No member shall be required or requested, for purposes of assignment or other personnel action, to disclose any item of his/her property income, assets, source of income, debts, or personal or domestic expenditures (including those of any member of his/her family or household), unless such information is obtained under proper legal procedures or tends to indicate a conflict of interest with respect to the performance of his/her official duties. This paragraph shall not prevent inquiries made by authorized agents of a tax collecting agency in accordance with acceptable and legally established procedures.

58.6 (a) Any member shall have the right to examine any and all employment or personnel files maintained by the employer regarding the member, with the exception of employment letters or recommendation, upon written request during normal business hours construed to be 9:00 A.M. - 5:00 P.M. Monday through Friday excepting holidays.

(b) The employee's files shall not be made available to any person or organization other than the employer and employee without the employee's expressed authorization.

58.7 Whenever any member is under investigation or subjected to interrogation by members of this or any other investigative agency, for any reason which could lead to disciplinary action, demotion, dismissal, or criminal charges, such investigation or interrogation shall be conducted under the following conditions:

(a) The interrogation shall be conducted at a reasonable hour, preferably at a time when the member is on duty, unless the seriousness of the investigation is of such a degree that an immediate interrogation is required.

(b) The member under investigation shall be informed of the rank, name and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation.

(c) The member under investigation shall be informed of the nature of the investigation prior to any interrogation, and he/she shall be informed of the names of all complainants.

(d) Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.

(e) The member under interrogation shall not be subjected to offensive language or threatened with transfer, dismissal, or any disciplinary action. No promise or reward shall be made as an inducement to answer any question.

(f) The complete interrogation of a member, including all recess periods, shall be recorded, and there shall be no unrecorded questions or statement.

(g) If the member under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he/she shall be completely informed of all his/her rights prior to the commencement of the interrogation.

(h) Any member, at this request, shall have the right to be represented by counsel and/or Union representatives of his/her choice prior to making any statements, and during any interrogation or the making of statements, written or verbal, concerning any act, incident or occurrence from which disciplinary action, criminal prosecution, or civil suit might result.

#### 58.8

(a) Members have the right to remain silent until such time the member receives an order to make a statement from the Chief or one of his/her agents. Upon receipt of such order, the member will make a statement or subject himself to disciplinary action.

(b) Any statement made as a result of an order of the Chief or one of his/her agents will be deemed to be a coerced statement and will be privileged and will constitute a private record and may be used for departmental disciplinary action and civil service proceedings only and such statements will not be made available to any person, persons, agencies, or corporations for any reason whatsoever.

58.9 Members will not be deprived of liberty or property without due process of law or denied the equal protection of the laws.

58.10 No member will be favored or discriminated against, nor disciplined, demoted or transferred for exercising any of the above rights or any right afforded him or her by this contract.

### **59.0 - CIVILIAN DISPATCH**

59.1 In the event fire dispatch is returned to the Fire Department, all references to Fire Alarm Operator will be restored into the Collective Bargaining Agreement using the language deleted.

### **60.0 - TUITION REIMBURSEMENT**

60.1 All employees shall be eligible to participate in the City's tuition reimbursement program, as outlined in Appendix D.

### **61.0 - PROPERTY LOSS REIMBURSEMENT**

61.1 All employees shall be reimbursed for on-duty property loss capped at \$100.00 per item per year, upon presentation of paid receipts.

### **62.0 - OPTIONAL PAYROLL DEDUCTIONS**

The city will administer payroll deductions for MET, PFIA and available AFLAC Flexible Benefit Plans to the extent that this does not require cash outlay advances by the City.

### **63.0 - TERM OF AGREEMENT**

63.1

(a) This Agreement shall continue in full force and effect until Midnight of June 30, 2006.  
Negotiations concerning a successor Agreement shall commence not later than March 1, 2006.

(b) The parties in recognition of the fact that vital services are involved agree that this contract shall remain in full force and effect until a new contract is negotiated, but not to exceed ten (10) years.

(c) All benefit improvements resulting from the execution of this Agreement shall be made retroactive to July 1, 2003 to employees on the payroll on or after that date except as specifically provided for herein.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day, month and year first above written.

WITNESSES:

**ROYAL OAK PROFESSIONAL FIRE FIGHTERS ASSOC.**

\_\_\_\_\_ By \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_ And: \_\_\_\_\_

Its: \_\_\_\_\_

**CITY OF ROYAL OAK**

\_\_\_\_\_ By: \_\_\_\_\_  
James B. Ellison, Mayor

\_\_\_\_\_ And: \_\_\_\_\_  
Mary Ellen Graver, City Clerk