

12/31/95

BARGAINING AGREEMENT

between

**THE CITY OF ROCHESTER HILLS
Oakland County, Michigan**

and

**THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL 3472**

**November 15, 1992
Through
December 31, 1995**

Rochester Hills, City of

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AGREEMENT

This Agreement is made this 4th day of August, 1993, between the CITY OF ROCHESTER HILLS, Oakland County, Michigan (hereinafter referred to as the "Employer"), and the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 3472 (hereinafter referred to as the "Union").

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

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

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

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

PURPOSE AND INTENT

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

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

ARTICLE 1: MANAGEMENT RIGHTS

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

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

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

(3.) To hire employees.

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

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

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

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

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

(9.) To discipline and discharge employees for cause.

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

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

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

ARTICLE 2: RECOGNITION

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

All full-time, regular firefighters, fire inspectors, and assistant chief/fire marshal; but not excluding all other City employees including elected officials, the fire chief, the deputy fire chief, and all executive, confidential and clerical employees, paid-on-call firefighters and part-time employees.

ARTICLE 3: AID TO OTHER UNIONS

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

ARTICLE 4: UNION SECURITY

All employees who are members of the Union at the signing of this Agreement and all new employees who voluntarily become members of the Union shall, as a condition of employment, remain members of the Union in good standing for the duration of this Agreement. Employees covered by this Agreement who are not members of the Union at the time it becomes effective, and all new employees or employees transferred or rehired shall be required, as a condition of employment, either to become members of the Union for the duration of this Agreement on or before the 30th day following such effective date or pay a service charge as permitted by law.

ARTICLE 5: DUES

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

authorization form shall be delivered prior to the first of the month in which the first deduction is to be made.

- C. Deductions for any calendar month shall be remitted to the designated financial officer of the Union not later than the tenth day of the following months.
- D. The City shall not be liable to the Union or to the employees by reason of any error or neglect involving the improper deduction of, or failure to deduct, Union dues, fees and assessments in accordance with this Agreement. The Union agrees to hold the City harmless from all liability claims, demands, suits or costs by reason of any action taken or not taken by the City for the purpose of complying with Articles 4 and 5 of this Agreement.
- E. Deductions for any calendar month shall be remitted to the designated financial officer of the Union with a list for whom membership dues, fees and assessments have been deducted.
- F. Dues, fees and assessments shall be deducted until the day the member is no longer an employee of the City of Rochester Hills Fire Department.

ARTICLE 6: REPRESENTATION

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

- A. Employees shall be represented by one (1) president, one vice president and one secretary/treasurer; one of whom shall serve as union steward and two (2) of whom shall be designated as the alternates.

- B. The Union shall inform the Employer in writing as to who has been appointed or elected steward for the bargaining unit.

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

- D. The Union steward shall have the right to post Union notices and bulletins during regularly scheduled working hours.
- E. Representatives of the International Association of Firefighters who wish to conduct business with an on-duty employee will be permitted to do so for a reasonable length of time provided that the conduct of such business does not interfere with the performance of such employee's work and provided permission is first obtained from the Fire Chief or, in his absence, the chief officer on duty.

ARTICLE 7: SPECIAL CONFERENCES

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

ARTICLE 8: DISCIPLINE

No employee shall be disciplined or discharged without just cause.

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

- A. Written Warnings
- B. Written Reprimands
- C. Short Suspension Without Pay (Not to Exceed Forty [40] Working Hours)
- D. Long Suspension Without Pay (Not to Exceed Two Hundred-Forty [240] Working Hours) or Discharge

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

Employees will have the right to have Union representation at any level of disciplinary action taken against them. The employee must sign and receive a copy of

any and all disciplinary action. This is not to be construed as an admission of guilt, but only as an acknowledgement that such action exists.

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

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

Discipline can only be administered by the Chief or his designee.

ARTICLE 9: GRIEVANCE PROCEDURE

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

Step 1

- A. The Employee shall discuss items he believes are grievances with his immediate supervisor.

- B. If the grievance is not resolved through Step 1A, the employee shall discuss items he believes are grievances with his steward.

- C. The steward will discuss these items with the Fire Chief or his designee. The employee may request to be present; such request(s) may be denied.

- D. If the matter is not resolved verbally through Step 1C, it shall be reduced to writing and submitted to the Fire Chief or his designee. The lapsed time for submitting a written grievance shall not exceed seven (7) calendar days from its verbal initiation.
- E. The Fire Chief or his designee shall respond in writing within seven (7) calendar days of the receipt of the written grievance. If the elapsed time for submitting a written grievance exceeds seven (7) calendar days from its verbal initiation or there is not compliance with Steps 1A through 1C above, the grievance shall not be accepted and shall be deemed to have been satisfactorily adjusted.
- F. No grievance shall be accepted and processed which is not filed within twenty-one (21) calendar days after the employee knew or had reasonable notice of the facts giving rise to the grievance. Failure to file a grievance within these time limits will operate to waive any claim of contract violation, and to bar the grievance from arbitration. The City will issue any disciplinary action necessary within twenty-one calendar days after the City knew or had reasonable notice of the facts giving rise to the discipline.

Step 2

- A. Within seven (7) calendar days after receipt of the Step 1 answer, or fourteen (14) calendar days if the Fire Chief or his designee does not provide a response at Step 1, the Rochester Hills steward may submit an appeal in writing to the Director of Human Resources or designee. Upon receipt of the appeal, the Director of Human Resources or designee may schedule a meeting between no more than two representatives of the Union and no more than two representatives of the Employer. The Employer shall inform the steward within seven (7) calendar days after receipt of the appeal of the date of the meeting which shall be within twenty-one (21) calendar days.
- B. Any grievance which is not filed for appeal within the time limit designated in Step 2A shall be deemed denied in its entirety and settled on that basis.

Step 3: Pre-Arbitration Meeting

- A. If the Union does not accept the answer of the Employer at Step 2, the Union shall, within fourteen (14) calendar days of the last response from the Employer, furnish the Director of Human Resources or designee with a written notice that the Union desires to proceed to arbitration.

- B. The parties shall each designate an advocate to represent them in the arbitration. The advocates shall confer and meet, if necessary, in a pre-arbitration meeting within sixty (60) calendar days after receipt of the aforesaid notice by the Employer. The advocate will attempt to resolve the dispute. If no such agreement has been reached within that sixty (60) calendar days period the Union shall, within twenty-one (21) calendar days after the conclusion of that sixty (60) day period, initiate procedures for the selection of an arbitrator as provided for by the American Arbitration Association.

Step 4: Arbitration

- A. All proceedings relating to any arbitration shall be pursuant to the Voluntary Rules of Labor Arbitration published by the American Arbitration Association. The parties may, in any case, agree in writing to abide by the expedited rules published by said Association.
- B. Arbitrators shall have no authority to add to, subtract from, change or modify any of the terms of this Agreement. The arbitrator shall only make an award in favor of any grievance upon an expressed finding of a violation of this Agreement.

- C. The decision of the arbitrator shall be final and binding and may be enforced in any court of competent jurisdiction.

- D. All costs of any arbitration shall be borne equally by the two (2) parties. Each party shall be responsible for the expenses of its witnesses and its advocates.

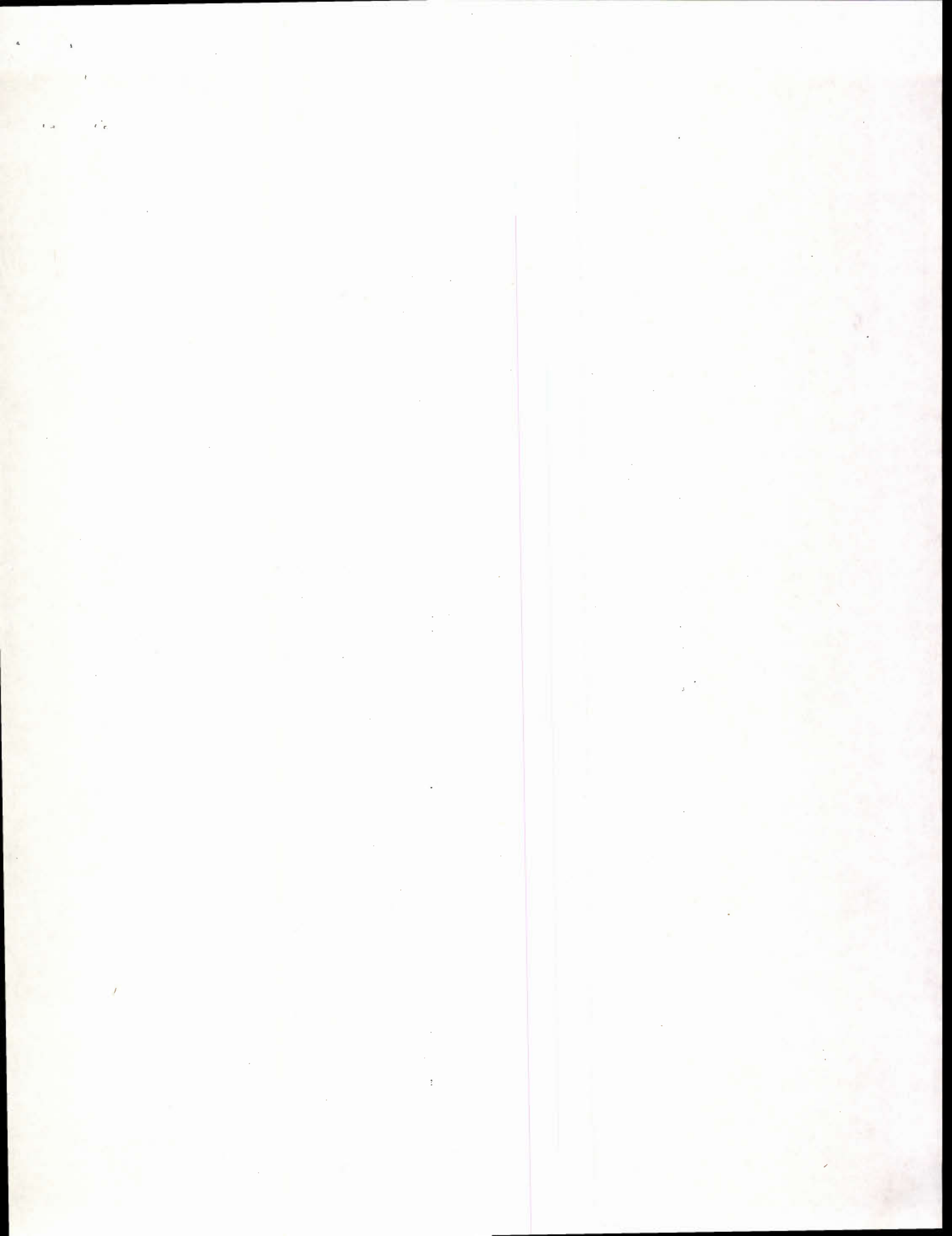
In the event of the violation of any time limit by the Employer, the grievance shall be advanced to the next level. Any grievance for which timely notice of the Union's desire to proceed to arbitration or timely initiation of procedures to select an arbitrator is not received, shall be deemed to be settled on the basis of the last decision of the Employer.

ARTICLE 10: SENIORITY

A new employee shall be considered a probationary employee for the first twelve (12) consecutive calendar months of the employee's full-time employment by the Fire Department. If an employee returns immediately to his job at the conclusion of any excused absence, the twelve (12) consecutive month period will not be considered broken for the purposes of this Article. However, time toward completion of the twelve (12) consecutive calendar month period will not accumulate during an excused absence.

When an employee satisfactorily completes the probationary period, his name shall be entered upon the seniority list in the appropriate classification and his seniority date as a full-time employee shall be his date as a full-time hire. There shall be no seniority among probationary employees.

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



the social security number be the same, use the second, third, etc., last digit in the same manner.

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

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

ARTICLE 11: LOSS OF SENIORITY

An employee's seniority shall terminate:

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

- F. The employee pleads to (without filing a subsequent appeal within three [3] months) or is convicted of any felony or is unable to complete his assigned duties for a period one hundred-eighty (180) consecutive calendar days within a year as a result of a criminal offense.

- G. The employee is not legitimately able to fulfill his assigned duties for reasons other than those that are otherwise specifically covered by this Agreement.

It shall be the responsibility of each employee to notify the City of any change of address or telephone number within twenty-four (24) hours of the change. The employee's address and telephone number as it appears on the City's records shall be conclusive when used in connection with the layoffs, recalls or other notices to employees.

ARTICLE 12: WORK SHIFTS

Firefighters shall have their choice of dispatch shift preference by seniority as a full-time firefighter. On each June 1st, a new choice may be made based on seniority. Seniority means from the highest to lowest in the assigned group of four (4) dispatchers.

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

- No overtime shall be created as a result of this provision (e.g., a firefighter works his shift, stays to work another shift for someone else and then uses Annual Leave for his next normal shift--thereby creating a need for another firefighter to cover that shift on an overtime basis);
- Time traded must be for a complete shift--no partial shift trades will be permitted;
- The request for a trade of a shift shall be submitted in writing at least twenty-four (24) hours in advance and shall be subject to the authorization of the Fire Chief or his designee;

- At least twenty-four (24) hours prior to a "trade back" shift being worked, a written request shall be submitted and shall be subject to authorization from the fire chief or his designee;
- Each time there is a trade of a shift, that trade agreement will remain limited to only two (2) firefighters--the originally scheduled employee (borrower) and the employee who agrees to work that scheduled time for a later trade of time with the borrower (loaner);
- Trade of a shift shall be confined to members that are qualified to perform the scheduled duties; and
- The City shall not assume any responsibility for any time lost to any member.

ARTICLE 13: LAYOFF AND RECALL

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

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

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

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

- F. The Employer will not exceed ten (10) paid-on-call firefighters per station assigned to the day shift when any firefighter covered by this Agreement is on layoff.

- G. Employees will be recalled in the reverse order of the layoff, provided the employee is qualified to perform the available work. Notice of recall shall be sent to the employee at his last-known address by registered or certified mail. If an employee fails to report to work within seven (7) calendar days after delivery to the post office of the notice of recall, he shall then be

considered to have voluntarily left the employment of the City. However, in proper cases, the City shall give consideration to the employee and grant an exception to the provisions of the preceding sentence.

ARTICLE 14: PROMOTIONS

- A. In order to be eligible for promotion to any position within the bargaining unit, an employee must attain placement on the Department eligibility roster as provided in this Article.
- B. Those employees with a minimum of two (2) years of full-time fire service experience with the City of Rochester Hills and who meet the minimum qualifications of the job posting will be eligible to participate in the competitive examinations, provided that the employee must request to participate in the examinations by submitting an appropriate written application to the Director of Human Resources within the posting period.
- C. The competitive elements of the examination will consist of a written test and an oral interview. The passing grade in each element of the examination shall be seventy percent (70%), and the failure of an applicant to achieve a passing grade in any element shall disqualify him/her from further consideration. All applicants who pass the written test shall be given an oral interview. The Union shall have the right to have representation present during the oral interviews.

D. Candidates will be ranked on the basis of a composite score, computed as follows:

1. The percentage attained on the written test multiplied by sixty percent (60%).
2. The percentage attained on the oral test multiplied by thirty percent (30%).
3. In addition, points (up to a maximum of ten [10]) will be added to the total composite score as follows:

Each employee will be awarded one (1) point for each twenty (20) hours of Michigan Firefighters' Training Council programs, other than those designated requirements, and one point for each credit hour toward a degree in fire science from an accredited institution.

4. Additionally, each employee shall be issued 0.5 point for each year of full-time service, not to exceed five (5) points, to attain the total composite score.
5. In the event two (2) or more employees attain the same score, the position will be awarded to the employee who is highest on the seniority list.

ARTICLE 15: VETERANS

- A. Reinstatement of Seniority Employees: Any employee who enters into active service in the Armed Forces of the United States, upon the termination of such service, shall be offered re-employment in his previous position or a position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so. In this event, he shall be offered such employment in line with his seniority as may be available which he is capable of doing at the current rate of pay for such work, provided he reports to work within ninety (90) calendar days of the date of such discharge or ninety (90) calendar days after hospitalization continuing after discharge for not more than two (2) years.
- B. A probationary employee who enters the Armed Forces and meets the foregoing requirements must complete his probationary period and, upon completing it, will have seniority equal to the time he spent in the Armed Forces plus sixty (60) calendar days.
- C. Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted a leave

of absence for a period not to exceed a period equal to their seniority in order to attend school full time under applicable federal laws in effect on the date of this Agreement.

- D. Except as hereinafter provided, the re-employment rights of employees and probationary employees will be limited by applicable laws and regulations.

- E. Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the Employer when they are on full-time, active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit.

ARTICLE 16: LEAVES WITH PAY

A. **ANNUAL TIME:** On June 1, 1993, all regular, full-time employees covered by this Agreement shall be credited with forty-eight (48) hours of Annual Leave and shall accrue four (4) hours of Annual Leave each month over the next twelve (12) months. Thereafter, employees will accrue eight (8) hours of Annual Leave each month for the remaining period of this Agreement. Each June 1st, employees with Annual Leave time remaining will have that leave carried forward, up to a maximum of forty (40) hours. Also on June 1st, employees will be paid at one hundred percent (100%) of their straight time hourly wages for any unused Annual Leave time in excess of forty (40) hours.

Employees hired between the signing of this Agreement and June 1, 1994 will receive a pro-rated number of Annual Leave hours based on the number of months worked until that date. An adjustment will be made in the final pay of any employee who leaves the employ of the Employer and has been paid for Annual Leave hours which he has not earned.

In order to take Annual Leave time, an employee shall notify the Department at least twenty-four (24) hours in

advance of the commencement of the time off and, in the event of an emergency (defined as a situation that cannot be planned for, which results in an urgent need for assistance/relief and that requires immediate action), the employee shall notify the department no later than two (2) hours before the start/change of his shift on the day on which he wishes to take Annual Leave. However, in those instances where the emergency occurs within that two (2) hour period before the start/change of his shift, the employee shall notify the Department without delay that he wishes to take Annual Leave.

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

When utilizing Annual Leave time, the employee shall consider the efficient operation of the Department.

An employee who takes Annual Leave time will be paid for such Annual Leave time at the rate of one hundred percent (100%) of the employee's straight time hourly wage.

Employees who leave the employ of the Employer will also be paid at one hundred percent (100%) of their straight time hourly wage for all unused Annual Leave time earned.

B. **FUNERAL LEAVE:** An employee shall be allowed up to three (3) days of pay, plus necessary travel time, not to be considered Annual Leave time for a death in the immediate family. Immediate family is defined as mother and father of present spouse, and the employee's mother, father, brother, sister, spouse, child, grandparents, grandchildren, or a member of the employee's household. An employee selected to be a pall bearer may be allowed one (1) day per year with pay, not to be considered Annual Leave time. The employee may be allowed one (1) day Funeral Leave with pay for aunt, uncle, niece or nephew of blood relation which shall not be considered Annual Leave time. Proof of attendance at the funeral or acting as a pall bearer may be required.

C. **JURY DUTY:** The Employer shall pay an employee who is called for Jury Duty the difference between the amount paid by the Jury Commission and the employee's regular straight time wage.

ARTICLE 17: UNPAID LEAVES OF ABSENCE

Upon application by the employee to the Fire Chief, unpaid leaves of absence may be granted in the case of medical (including disability due to pregnancy), emergency, elected position, appointed position, personal educational leave, care giver responsibility or other justifiable reasons. Leaves may be granted not to exceed twelve (12) months. An extension may be requested. All requests for unpaid leaves of absence shall be answered by the City within seven (7) calendar days of the request. All vacation leave must be exhausted before applying for an unpaid leave, except in the case of medical leave or disability due to pregnancy. Fringe benefits do not accrue during unpaid leaves of absence and seniority will be frozen at the commencement of such leave.

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

As of August 5, 1993, an eligible employee (as defined in the statute) may file for unpaid leave under the Family and Medical Leave Act of 1993. All rights and responsibilities

granted under this Act shall not be diminished by this or any other provision of this Agreement.

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

ARTICLE 18: LEAVES FOR UNION BUSINESS

No more than one (1) member of the Union at any one time may attend a State or National convention of the International Association of Fire Fighters at their own cost and expense, without loss of pay or time, provided that the maximum number of working hours allowed for such purposes for all members of the Union collectively shall not exceed sixteen (16) hours in any one (1) year period.

Conference: Officials of the Union elected to attend an official function of the International Association of Fire Fighters such as conferences, meetings, etc., shall be allowed time off without pay, not to exceed four (4) hours per month or thirty-two (32) hours in a one (1) year period for all such elected officials.

Proof of attendance shall be given within seven (7) calendar days of the return to work after the convention/conference/meeting attended.

properly assigned and refused shall be charged, for overtime distribution purposes, the same as if worked.

If, in the judgement of supervision, there exists an emergency or operational difficulty which requires overtime work, supervision may assign overtime as needed throughout the Department, and the employees assigned the overtime shall work it.

Overtime will be permitted only when authorized by the Fire Chief or his designated representative. Whenever practical, supervision will assign overtime on the basis of inverse seniority.

- D. Any employee assigned to the duty officer's schedule and who does not respond to a duty officer's call will receive thirty dollars (\$30.00) stand-by pay per day for Saturdays, Sundays or holidays provided the employee is not otherwise scheduled to work; and fifteen dollars (\$15.00) pay per day for all other days. If required to respond to duty officer calls, the employee shall receive a minimum of four (4) hours pay for the first call. Additional calls responded to within that four (4) hour period do not trigger additional compensation. Employees responding to additional calls at the conclusion of that

four (4) hour period will be compensated for the time actually worked at a minimum of one (1) hour per call.

- E. Any employee required to work more than twelve (12) consecutive hours shall receive a meal allowance of up to ten dollars (\$10.00). The employee will provided a receipt for reimbursement.

- F. The Employer will pay a shift premium of \$0.30 per hour for all hours worked by any employee in the communications function during the afternoon shift and \$0.35 per hour for all hours worked during the midnight shift.

- G. When firefighters are assigned to fire suppression, they will substitute for an absent dispatcher Monday through Friday, provided there are at least two (2) full time fire suppression firefighters left working. For all other times, the substitute for an absent dispatcher will be a part-time employee who has completed the required dispatch training. In the event that there is not a part-time employee available to work dispatch when needed, the work will be given to full-time firefighters as overtime work (see Paragraph C, above).

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

ARTICLE 20: HOLIDAYS

Employees will be paid their current rate of pay for eight (8) or ten (10) hours, as appropriate for certain designated holidays:

Day Before New Year's	Labor Day
New Year's Day	Thanksgiving Day
Washington's Birthday	Day After Thanksgiving
Good Friday	Day Before Christmas
Memorial Day	Christmas Day
Fourth of July	Employee's Birthday

Employees required to work on these designated holidays will receive holiday pay, in addition to pay at the rate of time and one-half the regular rate of pay.

ARTICLE 21: VACATIONS

- A. An employee will earn credit toward vacation with pay in accordance with the following schedule:

<u>Length of Service</u>	<u>Rate of Accrual per Year</u>
Date of Hire to Five (5) Years	Earned and Evenly Credited Each Pay Period for a Maximum of Eighty (80) Hours
Five (5) Years and One (1) Day to Eleven (11) Years	Earned and Evenly Credited Each Pay Period for a Maximum of One Hundred-Twenty (120) Hours
Eleven (11) Years and (1) Day to Twenty (20) Years	Earned and Evenly Credited Each Pay Period for a Maximum of One Hundred-Sixty (160) Hours

It is understood that vacation time will be used in day increments, charged out as either eight (8) or ten (10) hours, depending on shift assignment.

- B. Vacation with pay must be taken either during the year in which the vacation days were accrued or during the year immediately following that in which the vacation days were accrued.
- C. Vacation or Payment in Lieu of: Employees who are earning more than fifteen (15) days or one hundred-twenty (120) hours of vacation per accrual year may receive payment in lieu of vacation for that vacation in excess of fifteen (15) days or one hundred-twenty (120) hours

if, at the discretion of the Employer, a vacation cannot be granted.

- D. In order to take vacation, each employee must provide a minimum of two (2) weeks notice to the Fire Chief, unless this notification requirement is waived by the Chief. Paid vacation must be taken in increments of one (1) day or more.
- E. Vacations will be granted at such times as are suitable, considering the request of the employees and the efficient operation of the Department.
- F. If an employee becomes ill and is under the care of a duly-licensed physician during his vacation, his vacation will be rescheduled.
- G. If a regular pay day falls during an employee's vacation, he will receive that check in advance before going on vacation if a written request for the early check has been made at least two (2) weeks before leaving on vacation.

ARTICLE 22: UNIFORMS AND EQUIPMENT

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

CLOTHING

- 10 Each T-Shirts (Blue for Firefighters and White for Inspectors and Fire Marshal)
- 3 Each Dark Ties for Inspectors and Fire Marshal
- 10 Pair Dark Pants
- 10 Each Long-Sleeved Shirts (Blue for Firefighters and White for Inspectors and Fire Marshal)
- 10 Each Short-Sleeved Shirts (Blue for Firefighters and White for Inspectors and Fire Marshal)
- 1 Each Black Belt with Uniform Buckle (No Buckle Necessary for Velcro Belt)
- 1 Pair Black Uniform Boots or Shoes
- 1 Each Spring Jacket
- 1 Each Winter Jacket
- 1 Each Summer or Winter Jump Suit
- 2 Each Shirt Badges
- 1 Each Equipment Bag

Patches Shall be Furnished at No Charge

Employees serving an orientation period will be issued five (5) long-sleeved shirts, five (5) short-sleeved shirts, five (5) pairs of pants, one (1) belt and one (1) badge. The balance will be issued to the employee after six (6) months of employment.

- B. The following equipment shall be available through the quarter-master system. Any equipment not listed below shall require the Fire Chief's approval to order through the quarter-master system.

EQUIPMENT

Rain coat, gloves, clipboard, name tag, tape recorder (for Inspectors and Fire Marshal only), badge (wallet and coat), coveralls, lapel pins, caps (winter and summer/standard), prep-holder (holds portable radio), flashlight holder for belt, flashlight and/or charger, certain standard parts for equipment and galoshes.

- C. The City shall allow the replacement of clothing mentioned in Paragraph A and equipment mentioned in Paragraph B on a replacement basis. The clothing and/or equipment that needs to be replaced must be turned in with evidence that normal care was given to the clothing and/or equipment and that replacement is necessary. That determination will be at the sole discretion of the Fire Chief or his designee.
- D. The City shall pay for laundry and dry cleaning of uniforms.

- E. Employees who leave the employment of the City shall return all clothing, patches and badges purchased by the City, except for pants, shirts and uniform shoes/boots.

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

- G. If Nomex uniforms are required to be worn by the Fire Chief, the City shall provide such a uniform for each firefighter.

- H. All equipment shall be properly maintained.

ARTICLE 23: NEW OR CHANGED JOBS

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

ARTICLE 24: BULLETIN BOARDS

- A. The City shall provide the Union with bulletin board space at the central fire station for posting notices set forth in Paragraph B, below, provided such notices are initiated by the Union steward. The Union will submit one (1) copy of said notice to the Fire Chief prior to being posted on the bulletin board.
- B. Notices shall be restricted to the following types:
1. Notices of Union social/recreational events.
 2. Notices of Union elections, appointments and results thereof.
 3. Notices of Union meetings.
 4. Notices of Union educational classes, conferences or conventions.
- C. The bulletin board shall not be used by the Union or its members for disseminating derogatory or local political matter of any kind whatsoever.

ARTICLE 25: PHYSICAL FITNESS

All members of the bargaining unit shall be medically evaluated once every two (2) years and may, at the discretion of the Fire Chief, be medically evaluated prior to being reassigned to emergency duties after an illness/injury needing medical attention and/or an operation requiring hospitalization. The medical evaluation will not only include a complete physical examination, but may also include testing for substance abuse, as well as a mental examination. If the initial drug test is positive for a controlled substance, a second drug test will be administered.

The Fire Chief and the Union shall review the drug testing services available for this purpose and shall establish a drug testing policy. That policy shall include additional drug testing requirements beyond the periodic medical evaluation when there is reasonable suspicion that a member of the bargaining unit is or has been using drugs while on or off duty.

If an employee fails to pass either the physical examination, the (second) drug test, and/or the mental examination, the employee will not be permitted to continue in his/her position. Employees found unfit for fire service, as a result of the medical evaluation, may apply for short-term

and/or long-term disability benefits or obtain alternative employment; first, within the Fire Department if such alternate employment is available and second, with the City if such alternate employment is available.

Both the City and the Union are committed to maintaining a healthy workforce to the benefit of the employees within the bargaining unit; to provide for the safe delivery of emergency services to the public; and to reduce those accidents or injuries caused by poor physical conditioning. The City, therefore, will take the necessary steps to provide for a physical fitness program for all members of the bargaining unit. The program will be based upon an individually prescribed exercise routine with participation mandatory for all members of the bargaining unit. The Fire Chief and the Union shall establish a committee to make recommendations and assist in administering this program for the Fire Department. The City reserves the sole right to determine the extent of resources (financial and manpower) committed to this program.

ARTICLE 26: COMMAND AUTHORITY AND STAFF LIEUTENANT

Employees covered by this Agreement will have command authority over paid-on-call firefighters with respect to normally scheduled station activities. Command authority for emergency response activities will be by chain of command, regardless of whether the ranking individual is a full-time or paid-on-call firefighter, and regardless of whether the rank was earned as full-time or paid-on-call personnel.

In the event full-time and paid-on-call employees participating in emergency response activities have equal rank, the rank of the full-time employee will be deemed to be senior.

Regarding medical emergencies, the individual with the highest level of medical training will be in charge of patient care, regardless of whether that individual is full-time or paid-on-call.

STAFF LIEUTENANT: Within the area of Fire Prevention, there will be one (1) Fire Prevention Inspector position which shall be designated as Lieutenant. When that position becomes vacant, the most qualified Fire Prevention Inspector (as determined through a testing procedure similar to that described in Article 14) within the Department will be granted

the rank of Lieutenant to serve in a staff capacity only,
without command authority.

ARTICLE 27: EDUCATION/TUITION REFUND

Union members shall be permitted to attend approved fire-related courses offered by Macomb Community College or Oakland Community College. The employee shall also be allowed to attend other related courses/seminars with approval of the Fire Chief. The City shall refund the tuition and fees, up to \$1,000.00 annually, for a member wishing to attend these fire-related courses. If, at the end of the calendar year he has not used it, he will lose it. Proof of successful completion of the course or attendance at the seminar is necessary to receive this refund.

With the proper approval, time off without loss of pay will be given to an employee for any course required to maintain certification for his or her classification, or otherwise required by the Department. If these courses cannot be taken while the employee is on duty, the employee will be paid the appropriate overtime rate for the entire course.

ARTICLE 28: MAINTENANCE OF STANDARDS

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

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

ARTICLE 29: NO-STRIKE/NO-LOCKOUT CLAUSE

- A. During the life of this Agreement, the Union shall not cause, authorize sanction or condone, nor shall any member of the Union take part in any strike, sit down, slow down, work stoppage, curtailment of work, concerted use of paid leave time, restriction of work, or interference with the operations of the City of any kind for any reason, including a labor dispute between the City and any other labor organization.
- B. The Union agrees that it (and its officers) will take prompt, affirmative action to prevent or stop unauthorized strikes, sit downs, stay ins, slow downs, work stoppages, curtailment of work, concerted use of paid leave time, restriction of work or interference with the operations of the City by notifying the employees and the public, in writing, that it disavows these acts. The Union further agrees that the City shall have the right to discipline (including discharge) any or all employees who instigate, participate in or give leadership to any of these acts.
- C. During the life of this Agreement, management shall not lockout any employees as a result of a labor dispute.

ARTICLE 30: GROOMING POLICY

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

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

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

ARTICLE 31: INSURANCE

- A. The Employer will provide to each full-time employee, without cost, the Blue Preferred Plan, Blue Cross and Blue Shield of Michigan "Prudent Purchaser Organization" (PPO) as follows: Comprehensive Hospitalization, D-45NM, MVF-1, ML, Trust/Plus 15, Master Medical Option 1, MMC-POV, Prescription Drugs (\$10.00 co-payment), PD-MAC, APDBP and Vision A-80.
- B. As an option to the Blue Cross and Blue Shield of Michigan coverage described above, the Employer offers to its employees coverage provided by Health Alliance Plan of Michigan, more specifically described as Contract Extra (3037-6-82) including riders 002, 003, 008, 011, 012 and 013.
- C. Employees shall receive a term of life insurance policy, with a benefit equal to the nearest five thousand dollar (\$5,000.00) increment less than the employee wage, not to exceed forty thousand dollars (\$40,000.00).

\$20,000 - \$24,999	\$20,000
\$25,000 - \$29,999	\$25,000
\$30,000 - \$34,999	\$30,000
\$35,000 - \$39,999	\$35,000
\$40,000 & Above	\$40,000

- D. The employer will provide short-term disability insurance which guarantees that the disabled employee will receive two-thirds (2/3) of his straight-time wage provided by the Employer to a maximum benefit of four hundred dollars (\$400.00) per week, beginning with the first day in case of an accident and the eighth day in case of illness for twenty-six (26) weeks.

In addition, the Employer will provide long-term disability insurance which guarantees that the disabled employee will receive sixty percent (60%) of his straight-time wage provided by the Employer to a maximum benefit of two thousand dollars (\$2,000.00) per month, beginning with the one hundred eighty-first day after the accident or the commencement of the illness until the employee reaches the age of sixty-five (65), or longer, as required by federal law.

- E. The Employer shall provide full family Delta Dental Care insurance, as provided in Policy Number 1355.
- F. The Employer agrees to pay the premium for insurance coverage contained within this Article, but does not guarantee the payment of these benefits.

G. Employees who receive health or dental insurance have the option to be paid \$100.00 per month if they elect not to receive health insurance from the Employer, and \$15.00 per month if they elect not to receive the dental insurance provided by the Employer. Proof of alternate insurance will be required to receive payment in lieu of coverage. Eligible employees may elect to switch from payment to coverage or vice versa no more than once a year (during the open enrollment period) with the exception of an emergency situation such as involuntary loss of coverage under which circumstances the employee's coverage will be reinstated as soon as permitted by the insurance carrier. If in such an emergency situation, the employee purchases benefits pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA), the Employer will reimburse the employee for the cost of this COBRA coverage until the employee can obtain coverage through the Employer's health and dental plans.

ARTICLE 32: WORKERS' COMPENSATION

On-the-Job Injury: Each employee will be covered by the applicable Workers' Compensation laws. In addition, each employee will be provided with paid health insurance for twelve (12) months after the injury if the employee is simultaneously receiving workers' compensation income.

ARTICLE 33: LONGEVITY

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

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

ARTICLE 34: SAVINGS AND SEPARABILITY

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

ARTICLE 36: RATIFICATION AND TERMINATION

This Agreement shall be effective retroactively to November 15, 1992 for the payment of wages for hours previously paid and for all other purposes shall be in full force and effect AUGUST 2, 1993.

This Agreement shall remain in full force and effect except as provided below until December 31, 1995, and shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date; this Agreement is provided to the other party in the manner set forth in the following paragraph:

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

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

APPENDIX A: PENSION FUND

For employees hired prior to April 1, 1992, benefits attributed to Employer contributions are vested after twenty (20) months of credited service. For employees hired on or after April 1, 1992, benefits attributed to Employer contributions are vested after five (5) years of credited service. In both cases, the pension is one hundred percent (100%) vested at the end of each of the vesting periods--with no graduated percentage of vesting for interim months/years of credited service.

The Employer Agrees to pay ten percent (10%) of the employee's total annual wage into the pension fund monthly for all those employees of record on the day of the signing of this Agreement.

APPENDIX B:

WAGES

	<u>11/15/92</u> <u>12/31/92</u>	<u>01/01/93</u> <u>12/31/93</u>	<u>01/01/94</u> <u>12/31/94</u>	<u>01/01/95</u> <u>12/31/95</u>
FIREFIGHTERS				
0 - 12 mos.	24,208	24,934	25,682	26,452
13 - 24 mos.	25,987	26,766	27,568	28,395
25 - 36 mos.	27,766	28,598	29,455	30,338
37 - 48 mos.	29,545	30,431	31,343	32,283
49 - 60 mos.	31,324	32,263	33,230	34,226
61 mos. +	33,103	34,096	35,118	36,171
INSPECTORS				
0 - 12 mos.	33,103	34,096	35,118	36,171
13 - 24 mos.	34,195	35,220	36,276	37,364
25 - 36 mos.	35,287	36,345	37,435	38,558
37 - 48 mos.	36,379	37,470	38,594	39,751
49 - 60 mos.	37,471	38,595	39,752	40,944
INSPECTOR - LIEUTENANT				
	+1,500	+1,500	+1,500	+1,500
FIRE MARSHALL/ASSISTANT CHIEF				
0 - 12 mos.	41,673	42,923	44,210	45,536
13 - 24 mos.	42,535	43,811	45,125	46,478
25 - 36 mos.	43,197	44,492	45,826	47,200
37 - 48 mos.	44,521	45,856	47,231	48,647
49 - 60 mos.	45,183	46,538	47,934	49,372

**INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS (I.A.F.F.)**

CITY OF ROCHESTER HILLS

Patrick R. O'Lear
Patrick R. O'Lear
Vice President, 6th District

Billie M. Ireland
Billie M. Ireland, Mayor
City of Rochester Hills

WITNESS:

WITNESS:

Vincent B. Foisy
Vincent B. Foisy, President
I.A.F.F., Local 3472

Barbara A. Brooks
Barbara A. Brooks, Director
Human Resources and Purchasing

Dated this 2nd Day of August, 1993