

4014

6/30/99

**AGREEMENT  
BETWEEN  
CITY OF TRAVERSE CITY  
AND**

**TRAVERSE CITY FIREFIGHTERS ASSOCIATION, AFL-CIO**

*Traverse City*

**7-1-96 THROUGH 6-30-99**

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**A G R E E M E N T**

**between**

**CITY OF TRAVERSE CITY**

**and**

**TRAVERSE CITY FIREFIGHTERS ASSOCIATION, AFL-CIO**

This AGREEMENT entered into, covering the period of July 1, 1996 to June 30, 1999, by and between the CITY OF TRAVERSE CITY, Traverse City, Michigan, hereinafter called the "City", and TRAVERSE CITY FIREFIGHTERS ASSOCIATION, AFL-CIO, also known as Local 646 International Association of Firefighters, hereinafter called the "Association".

WITNESSETH;

**I.**

**PURPOSE AND DEFINITIONS**

Section 1 - Purpose: The parties hereto have entered into this Agreement pursuant to the authority of Act 379 of the Public Acts of 1965, as amended, to incorporate understanding previously reached and other matters into a formal Agreement; to promote harmonious relations between the City and Association in the best interests of the community; to improve the public firefighting service and provide an orderly and equitable means for resolving future differences between the parties.

Section 2 - Definitions: The City shall include the City Commission, City Manager, Fire Chief, and all others duly authorized to act on their behalf. The Association shall include all firefighters below the rank of Chief, excluding clerical personnel.

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

## **II.**

### **COVERAGE**

This Agreement shall be applicable to all full time Firefighters, Fire Lieutenants and Fire Captains of the Fire Department of the City.

## **III.**

### **RECOGNITION**

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

## **IV.**

### **UNION MEMBERSHIP**

All employees shall, as a condition of continued employment, pay to the Association an amount of money equal to that paid by other employees in the bargaining unit who are members of the Association, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees and its regular and usual dues. For new employees, the payment shall start thirty-one (31) days following the date of employment.

V.

**DEDUCTION OF DUES**

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

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

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

VI.

**AGREEMENT TO NEGOTIATE**

It is agreed that during the term of this Agreement, and while both parties, or either party, is willing to continue negotiations for the renewal of this Agreement, there shall be no lockouts, strikes, stoppages of work, slowdowns or interruptions of service. All matters in dispute shall be handled in the manner provided by the grievance procedure and other contract provisions.

The City agrees, as part of the consideration of this Agreement, that neither the Association, its officers or official representatives, shall be liable for damages for unauthorized picketing, strikes, concerted failure to report to work, slowdowns or stoppages of work if:

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

It is recognized that the City has the right, consistent with the provisions of Act 78, to take disciplinary action, including discharge, against any employee who is responsible for or participates in a breach of this provision, whether or not the Association gives the notice provided in this section, and that such action shall not be subject to dispute or grievance by the Association.

## VII.

### MANAGEMENT RIGHTS PROVISIONS

- a) The Association recognizes the right of the City to operate and manage its affairs in all respects in accordance with its responsibilities. The powers or authority which the City has not specifically abridged, delegated or modified by this Agreement are retained by the City.
- b) The Association recognizes the exclusive right of the City to establish reasonable work rules, determine reasonable schedules of work, determine and establish methods, processes and procedures by which such work is to be performed as well as set work standards. The City also reserves the right to make work assignments in emergency situations within the limitations of this contract.
- c) The City has the right to reclassify existing positions based on assigned duties and responsibilities or make changes in assigned duties and responsibilities, it being understood by the parties that only the significant and principal duties and ranges of skill are enumerated



in Class Specifications and Job Descriptions; incidental duties, similar and related, although not enumerated, are intended to be performed by the employee, all consistent with Act 78.

- d) The City reserves the right to discipline or discharge for just cause, consistent with the provisions of Act 78.
- e) The City reserves the right to layoff for lack of work or funds, or the occurrence of conditions beyond the control of the City or where such continuation of work would be wasteful and unproductive.
- f) The Association recognizes that the City has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the City.
- g) The responsibilities of the City Manager and the Fire Chief, governed by charter provisions, ordinances, and personnel rules, subject to the provision of this Agreement, include and they have the right to hire, assign, transfer, and promote employees to positions within the agency; to suspend, demote, discharge, or take other disciplinary action against employees; to relieve employees from duty because of lack of work or lack of funds; to determine methods, means and personnel necessary for departmental or agency operations, to control departmental or agency budgets; to take whatever actions are necessary in situations of emergency to perform the functions of the department; to administer pay and fringe benefit plans; and to provide the necessary surveys, research, rules, regulations and recommend resolutions and ordinances for this purpose, all subject to the provisions of Act 78.
- h) If the City in its sole discretion, decides to enter into integration of emergency services, it will notify the Union in advance of entering such integration. The Union agrees to participate in discussion and to bargain about the effects of such integration on the bargaining unit personnel. This shall not constitute a contract re-opener or a waiver by the Union of any bargaining rights.

## VIII.

### ASSOCIATION ACTIVITIES

Section 1 - General: All full-paid Firefighters, Fire Lieutenants, and Fire Captains shall have the right to join the Association; to engage in lawful concerted activities for the purpose of collective negotiations or bargaining or other mutual aid and protection; to express or communicate

grievances or complaints related to working conditions or compensation of their employment or their interference, discrimination or reprisal.

Section 2 - Released Time: Officers and other representatives of the Association shall be afforded reasonable time during regular working hours with the permission of the Fire Chief or his designee, without loss of pay, to fulfill their responsibilities of negotiating with the City, processing of grievances and administration and enforcement of this Agreement when it does not interfere with the operations which are the responsibility of the department.

Section 3 - Bulletin Boards: The Association shall be provided suitable bulletin board space, including at least one at each Fire Station, for the purpose of posting Association notices or other materials. The Association may designate persons responsible therefor. Use of such bulletin board space may be shared with the department.

Section 4 - Meetings: The Association may schedule meetings on the Fire Department property, with the approval of the Fire Chief, provided that such meetings are not disruptive of the duties of the employees or the efficient operation of the department.

## IX.

### REPRESENTATION

Section 1 - Committee: The members of the Association may be represented by a negotiating committee and their selection will be in any manner determined by the Association. The City will recognize these committee members as representatives of the Association in the administration of the provisions of the Agreement, grievance procedure and special conferences herein provided, except that the individual members of the department may process their own grievance if desired.

The Association will keep the City informed, in writing, of the employees' names and their alternates who are members of this committee. The City agrees to release members of this committee during their regular tour of duty for special conferences, provided that no overtime shall be paid nor shall such conferences interfere with the emergency or regular operation of the department.

Section 2 - Negotiating Committee: The Association has the right to designate its own negotiating representatives and such representatives need not be employees of the City.

## X.

### GRIEVANCE PROCEDURE

#### Section 1 - Statement of Purpose:

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

#### Section 2 - Definitions:

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

Section 3 - Steps in Grievance Procedure:

- a) Step One (1): An employee with a grievance shall first discuss it with the Fire Chief, either individually or with a negotiating committee representative to try to resolve the matter informally, within seven (7) calendar days of the date of the event which originated the grievance. If the grievance is not satisfactorily resolved by the Fire Chief within seven (7) calendar days of the grievance meeting, the employee may reduce it to writing on a grievance form to proceed to step two.
  
- b) Step Two (2): If the Fire Chief's answer is felt to be unsatisfactory, the employee or negotiating committee representative may file the grievance in writing within seven (7) calendar days, with the City Manager. When so filed, a meeting between the employee and/or negotiating committee representative and the City Manager and/or his representative, will be arranged to discuss the grievance within seven (7) calendar days from the date the grievance is submitted to the City Manager. The City Manager shall submit his/her answer to the grievance in writing, within seven (7) calendar days after the meeting, and either, hand deliver the written response to either parties respective offices and signed for, and/or send the written response registered mail to either parties respective offices through the US Postal Service. In either case, the hand delivery and/or the registered mail date shall be within the time frame provided in this section.
  
- c) Step Three (3): It is recognized that the matters of interpretation of the provisions of this Agreement may arise, on occasion, that have economic impact and that are not covered by the provisions of Act 78, and that are not matters of management prerogative of departmental operations, where fairness may dictate that an impartial examination or fact-finding may be appropriate. Should this situation arise, if a grievance is not settled at Step Two (2), then both parties can agree to fact-finding or non-binding advisory arbitration. Both parties would select a representative, with the representatives agreeing to an outside, impartial person to also serve on a panel of three to conduct such fact-finding and issue a report which will be given to both parties. Although neither the City nor the Union shall be bound by the results of said report, both the City and the Union agree to seriously consider this report as a basis for grievance settlement, and to meet and confer within seven (7) calendar days after issuance of said report.

**XI.**

**SALARIES**

Section I - General:

The salary schedule attached hereto as "Schedule A" shall be effective for the term of this agreement. A twenty-four (24) hour shift employee, upon request, temporarily assumes, the duties

and responsibilities of a position that is greater than his regularly scheduled responsibility, and classified in a higher salary schedule, shall be paid an additional \$10.00 per shift day (\$5.00 per 12-hour shift) for this service. An eight (8) hour per day employee shall be paid an additional .42¢ per hour.

Section 2 - Longevity Pay:

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

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

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

8 years continuous service	\$300.00
12 years continuous service	\$500.00
16 years continuous service	\$600.00
20 years continuous service	\$700.00

Section 3 - Overtime Pay:

Overtime work for twenty-four (24) hour shift employees held over their normal duty day or called back from their day off, at the rate of one and one-half (1½) times their hourly rate, provided that a minimum amount of pay for those called back shall be the equivalent of two (2) hours at one and one-half (1½) times the hourly rate. An eight (8) hour per day employee shall receive one and one-half (1½) times their hourly rate for all hours worked over forty (40) hours per workweek, provided however, that a minimum amount of pay for those called back after their normal work day during their normal work week shall be paid the equivalent of two (2) hours at one and one-half (1½) times the hourly rate.

## XII.

### HOLIDAYS

The following holidays are recognized by the City:

NEW YEAR'S DAY	LABOR DAY
PRESIDENT'S DAY	THANKSGIVING DAY
GOOD FRIDAY	DAY AFTER THANKSGIVING
MEMORIAL DAY	CHRISTMAS DAY
INDEPENDENCE DAY	VETERANS DAY

Each employee working a regular schedule for 24-hour operations, shall work their days according to their schedule and shall receive the equivalent of the employee's hourly rate (calculated as a 40-hour employee) x 8 hours at 1½. The additional pay shall be paid in the payroll period in which the holiday falls..

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

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

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

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

### XIII.

#### ANNUAL VACATION LEAVE

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

- a) Three (3) twenty-four (24) hour shift days after one (1) year of service. Employees will earn 2.77 hours per pay period beginning the first year of service.
- b) Six (6) twenty-four (24) hour shift days after two (2) years of service. Employees will earn 5.54 hours per pay period beginning the second year of service.
- c) Nine (9) twenty-four (24) hour shift days after eight (8) years of service. Employees will earn 8.31 hours per pay period beginning the eighth year of service.
- d) Twelve (12) twenty-four (24) hour shift days after seventeen (17) years of service. Employees will earn 11.08 hours per pay period beginning the seventeenth year of service.

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

- a) Five (5) eight (8) hour shift days after one (1) year of service. Employees will earn 1.54 hours per pay period beginning the first year of service.
- b) Ten (10) eight (8) hour shift days after two (2) years of service. Employees will earn 3.08 hours per pay period beginning the second year of service.
- c) Fifteen (15) eight (8) hour shift days after eight (8) years of service. Employees will earn 4.62 hours per pay period beginning the eighth year of service.
- d) Twenty (20) eight (8) hour shift days after seventeen (17) years of service. Employees will earn 6.15 hours per pay period beginning the seventeenth year of service.

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

The Fire Chief may schedule vacation leaves for employees with particular regard to seniority to those employees and to enable efficient and effective operations within the Department.

Requests for vacation leave shall be approved by the Fire Chief or the designee. Vacations scheduled and approved in advance are subject to cancellation in the event of an emergency in the Department.

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

Department procedure shall prevail, which permits one (1) employee per twenty-four (24) hour shift to be off on vacation leave at any given time.

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

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



## XIV.

### INSURANCE

#### Section 1 - Medical Insurance:

The City shall provide to Association members and their eligible dependents/family members the following health benefits, which defined by the current provider, Blue Cross/Blue Shield are identified by the following codes: MVF-1 Certificate; D45NM; FC & SD; PD \$2.00; MMC Option 1; ML; FAERC; Pre-100; PCES I. A partial description of this coverage is as follows:

- Full cost of comprehensive hospital care providing 365 days of hospital care for general health conditions with full renewal of days after at least 60 consecutive days of being out of a hospital, with up to 45 of these days used for mental conditions, in a semi-private hospital room. (Comprehensive Hospital Care, MVF Preferred Group Benefit, & D45NM)
- Continuation of group coverage for dependent, unmarried children of the subscriber between the ages of 19-25 as defined by the U.S. Internal Revenue Code. (FC)
- Continuation of group coverage for sponsored dependents who are related by blood or marriage, or who reside with the employee as a member of the household as the employee's dependent as defined under the U.S. Internal Revenue Code. (SD)
- Federal legend drugs at a cost of \$2.00 per prescription or refill. (PD \$2.00) A rider to provide the generic equivalent drug at a cost of \$2.00. (PD-MAC) The rider does not remove the availability of brand-name drug but does require that the physician indicate brand name only be dispensed on the written prescription. This is done by noting "dispense as written" (DAW) on the prescription.
- Master Medical Catastrophic coverage which adds to the basic coverage which protects the employee and dependents against the cost of unusual or lengthy illness. MMC benefits are available after a \$100 for one person or a total of \$200 for a family deductible in a calendar year. The plan will pay 80% of the approved amount for health care expenses. (MMC Option 1)
- Waiver of member liability of \$5.00 or 10% (whichever is greater) of the approved payment scheduled amount of the physician's charge for: diagnostic laboratory, radiology, pathology, and EKG's. (ML)

- Emergency First Aid provides benefits based on usual, customary and reasonable charges for the initial examination and treatment for emergency first aid and life threatening medical emergencies. (FAE-RC)
- Pre-authorization coverage requires physicians to initiate procedures for all inpatient admissions to hospitals, except those related to emergencies, prior to admission. (Pre 100)
- Pre-certification of Elective Surgery - Voluntary Second Surgical Opinion coverage provides benefits of second opinion consultations prior to any inpatient elective surgery in hospitals. Surgeries requiring a second opinion: Cataract, Fallopian Tubes, Tonsils, Heart valve, Gall bladder, Ovaries, Nasal, Adenoids, Hysterectomy, Hernia, Heart bypass & Prostate. (PCES I)

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

There may be other plans or insurance carriers offered as options to the employees.

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

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

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

New employees shall be entitled to hospitalization insurance as soon after completion of the first six (6) months of service as allowed by the health carriers agreement.

Health, Medical and Surgical Insurance Cost Cap:

The City shall be responsible for the cost of the applicable premium up to:

- A. Single Person Coverage ..... \$196.00/month
- B. Double Person Coverage ..... \$380.00/month
- C. Family Coverage ..... \$396.00/month
- D. Family Dependent ..... \$.00/month  
(Available under terms of the carrier. Letter of Understanding originally dated 4/3/95, shall remain in effect.)

Once the applicable premium exceeds the above limits, the City shall also be responsible for fifty percent (50%) of the excess amount, and the employee shall be responsible for the remaining fifty percent (50%) of the excess amount.

Effective July 1, 1994, the full cost of continuing a Family Dependent under an employee's coverage shall be the full responsibility of the employee.

Section 2 - Retiree Hospitalization:

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

Section 3 - Retiree Hospitalization After July 1, 1994:

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

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

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

- a) For the purposes of this section, a retiree is defined as an Association member 50 years of age or older who voluntarily terminates his employment with the City after July 1, 1994, under any of the following circumstances (Reference the Benefit Plan, May, 1984, a supplement to this article):
  1. The retiree has obtained the age of 50 prior to retirement.
  2. The retiree has accrued 25 years of service credit and has retired prior to age 50, and that retiree has subsequently reached age 50.
  3. The retiree has accrued 25 years of service credit attainment at any age.
- b) Health care coverage for disability retirees, to begin immediately upon disability retirement.
- c) The City agrees to finance their portion of the Retiree Health Insurance benefit; as shall be determined by an annual actuarial analysis.
- d) All funds contributed by the City shall be placed in a trust fund. Administration of this fund shall be the responsibility of the Traverse City ACT 345 Board. (Reference the Firefighters Health Benefit Trust Agreement and Declaration of Trust, May 1984, which remains effective through the term of this Agreement.)
- e) The Traverse City ACT 345 Board shall be responsible for obtaining an annual audit of this trust fund by a qualified public accounting firm and for obtaining an annual actuarial analysis by a qualified firm.
- f) If upon or after retiring an Association member becomes eligible for hospitalization insurance coverage through a new employer, a spouse's employer, Medicare, long-term disability, or some other governmental or private hospitalization program, that retiree must report to the Personnel Office this potential source of hospitalization coverage. If such coverage is equal to or superior to the previously described plan, the retiree must utilize the coverage offered by that source instead of the retirees hospitalization program described in this contract. Should the alternate coverage require an employee contribution, or be inferior to the previously described coverage, a determination shall be made by the Traverse City ACT 345 Board regarding the most cost effective method to the trust fund for the retiree and their dependents to

receive the level of coverage previously described. Failure to comply with this reporting requirement is grounds for suspension of coverage for the retiree until the retiree reimburses the trust fund for the excess costs incurred.

- g) Hospitalization coverage under this section shall be terminated to any retiree's spouse who is divorced from the retiree or who remarries after the death of the retiree.
- h) The City retains the right to review alternate health care coverage and to implement such programs provided that the carrier is licensed to do business in the State of Michigan, provides equivalent or greater benefits and coverage, and accepted by the health care community.
- i) Persons retiring after July 1, 1990, shall be responsible for paying premiums for dental insurance coverage, if such coverage is elected by the retiree.
- j) The City will pay retiree's health insurance premiums who retire after July 1, 1995, up to:

A.	Single Person Coverage	\$210.90/month
B.	Double Person Coverage	\$442.90/month
C.	Family Coverage	\$495.61/month

Once the applicable premium exceeds the above limits, the retiree shall be responsible for the excess amount.

#### Section 4 - Life Insurance:

The City shall provide at its expense term life insurance in the amount of fifteen thousand (\$15,000) dollars and term accidental death and dismemberment insurance in the amount of five thousand (\$5,000) dollars for each employee. The employee shall also be given the option to purchase, at the employees expense, an additional two thousand (\$2,000) dollars of such term insurances. Effective date of such insurances shall be the first of the month following successful completion of the employee's probationary period.

Section 5 - Dental Insurance:

The City shall totally finance the costs of Blue Cross/Blue Shield Dental Plan II providing 50% of the charges for diagnostic services, prevention services, palliative treatment, restorative, endodontic, periodontic services, oral surgery, repairs, adjustment and relining of dentures and bridges, at no deductible.

Section 6 - Medical Insurance During Leaves of Absence:

An employee who has extinguished all sick leave, vacation leave, and sickness and accident benefits if applicable, but who continues to remain off work, shall be deemed to be on a medical leave of absence. A medical leave of absence resulting from non-occupational injury or illness, may be granted for no longer than one (1) year. During such leave, the City shall continue to pay group hospital, medical, and surgical coverage for a period of one (1) month following the month in which the leave of absence begins. For employees who suffer an occupational injury or illness, group hospital, medical, and surgical coverage will be extended for either one (1) year following the month in which the absence begins, or until the employee terminates their employment with the City, whichever is a lesser duration. Upon discontinuance of the City's payment of insurance premiums, an employee shall assume responsibility for the full cost of the required insurance premiums to maintain coverage.

**XV.**

**SICK LEAVE**

The City shall provide each regular full-time employee with Sickness and Accident Insurance coverage which shall provide, at a minimum:

- a) Up to twenty-six (26) weeks of coverage per occurrence.
- b) Coverage which shall be effective upon the first (1st) day of an accident and the eighth (8th) calendar day of illness.
- c) A weekly benefit guarantee of 66 ⅔% of the employee's gross wage up to one thousand dollars (\$1,000) per pay period.

Effective December 1 of each year each regular full-time twenty-four (24) hours shift employee shall receive ninety-six (96) hours for short term leave. Each regular full-time eight (8) hours shift employee shall receive fifty-six (56) hours for short term leave. Short term leave may be taken in increments of one (1) hour or greater upon advance approval of the Fire Chief or their designee. In no case shall a request for short term leave in increments less than six (6) hours be approved if such leave would cause overtime or call-in of another employee. Where an employee requests short term leave for an illness, such prior notice is not required. The Fire Chief may require such evidence of illness as deemed necessary to justify the request for paid sick leave. Where deemed necessary, the Fire Chief may request a certificate of illness from the attending physician or make whatever investigations are necessary to be assured that leave is granted only for bona fide illness. Short term leave may not be accumulated. New hires shall receive an initial pro-rata amount of short term leave hours based on their date of hire and a benefit period from December 1 to November 30.

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

Employees shall retain all sick leave accumulated through November 31, 1995. Accumulated sick leave may be used by the employee for a bona fide illness or injury only as follows:

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

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

An employee who dies while employed as a full-time employee of the Fire Department, or who retires with pension privileges from the Fire Department, shall receive fifty percent (50%) of their accrued and unused sick leave bank up to a maximum of fifty percent (50%) of two thousand



one hundred and sixty (2,160) hours. Employees who, as of July 1, 1983, have a sick leave bank in excess of two thousand one hundred and sixty (2,160) hours, but less than two thousand eight hundred and eighty (2,880) hours shall have as their maximum for cash-out fifty percent (50%) of either two thousand eight hundred and eighty (2,880) hours of their particular bank on July 1, 1983, whichever shall be lower. Individuals hired or recalled from layoff after July 1, 1983, who subsequently die while employed as a full-time employee of the Fire Department, or who retire with pension privileges from the Fire Department shall receive fifty percent (50%) of their accrued and unused sick leave bank up to a maximum of fifty percent (50%) of one thousand three hundred and forty-four (1,344) hours. For the calculation of all sick leave cash-outs upon retirement or death, the hourly rate effective at that time for that employee shall be used.

## **XVI.**

### **LEAVES OF ABSENCE**

#### Section 1 - Military Leave of Absence:

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

#### Section 2 - Bereavement Leave:

An employee will be permitted, upon proper notice to the Fire Chief, to be absent from work, without loss of pay, up to three (3) shift days for twenty-four (24) hour shift employees, between the death and funeral, if needed, upon the occurrence of death in the employee's immediate family as

defined below.

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

Spouse, child, parent, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandfather or grandmother.

- a) Proof of death and attendance at the funeral may be required by the City. Such proof can be in the form of newspaper clippings, death certificate or obituary notices.
- b) Payment will be made at the employee's normal rate of pay.
- c) An employee may be granted additional days for travel time if needed, without pay, to attend such funerals as defined in this Article.

#### Section 3 - Leave for Association Business:

Two Union representatives, elected by the Association membership, shall be permitted to take time off to attend Association business accordingly:

District Convention: Two representatives, one duty day each year.

State Convention: Two representatives, two duty days each, every other year.

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

#### Section 4 - Personal Leave:

Personal leaves of absence without pay, for reasons other than specifically provided elsewhere in this Agreement, but not for the purpose of seeking or securing work elsewhere, may

be granted by the City Manager upon written application by an employee.

- a) When a personal leave of absence under this provision is granted for a specified period of not more than sixty (60) calendar days, the individual shall be entitled, at the termination of such leave, to be reinstated at the same level and type of position the individual held at the time the leave was granted.
- b) When personal leave is granted for a period of more than sixty (60) calendar days, the employee's position will not automatically be held open for them. The employee shall be re-employed after return from leave if and when employment is available at the same level and type of position previously held, or at their option, at such other position and level at which there may then be an opening.
- c) The employee agrees when the leave is granted to keep the City informed of any change in their status or conditions that caused the employee to request the leave.
- d) Vacation time, accumulation of sick leave, steps in pay ranges, longevity pay, or other employee benefits accruing on the basis of length of service shall not be accumulated during personal leaves of absence. (See description of leave of absence without pay.)

#### **XVII.**

#### **WORKER'S COMPENSATION**

All employees shall be covered by the applicable Worker's Compensation Law.

#### **XVIII.**

#### **TERMINATION OF EMPLOYMENT**

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

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

**XIX.**

**SENIORITY**

Seniority and its application to reinstatement and promotional situations shall be governed by the provisions of Act 78, Public Acts of 1935.

**XX.**

**HOURS OF EMPLOYMENT**

The work schedule of employees shall be prescribed by Act 125, Public Acts of 1924, as amended by H.B. 2457 of 1965 and as may be amended from time to time.

For those employees assigned to an eight (8) hour shift, the work schedule shall consist of forty (40) hours of work contained within a seven (7) day period. The work days shall be Monday through Friday unless agreed upon by the Fire Chief and the employee.

For those employees assigned to a twenty-four (24) hour shift, the work schedule shall consist of a twelve (12) calendar day cycle as follows: On, off, on, off, off, on, off, on, off, off, off, off, off, with "on" denoting twenty-four (24) hour consecutive hours on duty and "off" denoting twenty-four (24) consecutive hours off duty. Provided, that one employee may work the shift of another while the other is engaged in Association business, including negotiations and the processing of grievances with City management representatives, or attending state and national association conference as a local elected representative thereto. Such standby system may also be used for other purposes subject to the approval of the Fire Chief or their designee. Under no circumstances shall such standby system be approved for the purpose of performing outside employment.

Any member may "stand by" for another, as provided for above, shall be qualified to assume all the duties and responsibilities of the member who is absent, and shall be held responsible for reporting to work as agreed to.

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

## **XXI.**

### **UNIFORMS**

#### Section 1 - Turnout Gear:

The City shall furnish all turnout gear required.

#### Section 2 - Dress and Work Uniforms:

The City shall furnish all dress uniforms required.

#### Section 3 - Work Uniforms:

- a) The City shall provide two (2) sets of work uniforms, or cost equivalent items from an approved pre-established list, to each firefighter per year, during each July.
- b) When work uniforms are determined to be unfit for on-duty services, the patches and all departmental identification will be returned to the Chief.
- c) It shall also be the departmental policy that the department or its members will not be involved in a trading of patches with other departments.
- d) Work uniforms with department identification will not be worn off-duty hours without the permission of the Chief or his designate.

## XXII.

### RESIDENCE

Employees of the Fire Department may retain a residence within fifteen (15) miles of work as measured from the nearest City limit. Prior to making a change in residence, the new location shall be reported to the Fire Chief for approval.

## XXIII.

### PENSION SYSTEM

#### Section 1:

The retirement provisions shall be governed by Public Act 345 of the Public Acts of 1937, as amended, unless that Act is specifically amended by the agreement of the parties.

The City encourages any member retiring to notify the Act 345 Board Secretary at least sixty (60) calendar days in advance of their retirement date in order for the processing of all necessary related paperwork to be completed prior to the employee's retirement. Notification to the Act 345 Board Secretary of less than sixty (60) calendar days will be processed as expeditiously as possible, however, all related paperwork may not be completed prior to the retirement date.

#### Section 2:

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

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

Section 3:

For all persons retiring after July 1, 1990, accumulated vacation leave payments made at the time of retirement, according to the provisions contained in this agreement, shall be included as part of the final average compensation for the purpose of computing retirement benefits. Effective July 1, 1991, the final average compensation will be based on the average of the three (3) years of highest annual compensation received during the five (5) years of service immediately preceding retirement or leaving service.

Section 4:

Effective July 1, 1992, a member with twenty-five (25) years of service, regardless of age, may retire with full benefits.

**XXIV.**

**WAIVER CLAUSE**

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of Collective Bargaining and that the understandings and

agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement. Therefore, the City and Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered by this Agreement even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**XXV.**

**MAINTENANCE OF CONDITIONS**

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

**XXVI.**

**RELATION TO REGULATIONS, ETC.**

This Agreement shall supersede any general or departmental rules and regulations.



## XXVII.

### PHYSICAL FITNESS PROGRAM

#### Section 1 - General:

The Association and the City mutually agree that implementation of a physical fitness program will be mutually beneficial. A physical fitness program is more than an exercise activity. In order to be fully effective, a physical fitness program must include efforts to reduce the other risk factors found to seriously affect the health and performance of firefighters. The most important of these factors are being overweight and smoking. Effective on and after July 1, 1996, for all new hired firefighters, as a condition of employment, no tobacco products while on duty shall be permitted.

A successful physical fitness program will require the cooperation of the fire department management, labor and the community's elected and appointed officials.

The nature of physical fitness program requires that a department have early and continuing medical advice. A desirable arrangement would be a medical advisory team composed of a physician and an exercise physiologist.

A critical requirement of a successful physical fitness program is the indoctrination and training of all members of the department. This means that members must learn why physical fitness is so important to their health and well-being. It must also be emphasized that personnel must proceed slowly during the start-up phase of a program. This will reduce injuries which could otherwise arise from new types of physical exercises.

## Section 2.

These benefits justify implementation of a "tailored well-structured" physical fitness and health monitoring program in the daily routine of firefighters. Implementation of this program shall be in the following manner:

- a) A fitness committee shall be established. Members should include:
  - Management person
  - Chief Officer
  - Representative from Fire Officers
  - Representative from Firefighters Association
  - Medical Doctor
  - Physical Education Instructor
- b) Policy and objectives shall be established by the committee.
- c) Research on local, state and federal regulations shall be conducted to avoid any possible legal obstacles.
- d) Program emphasis shall be placed on individual development and concern for health.
- e) Participation shall be mandatory and involve all personnel.
- f) Time for program participation shall be allocated in the work schedule.
- g) Preliminary screening shall be performed on all personnel.
- h) The program shall build in flexibility.
- i) The program shall develop good lines of communication.
- j) Periodic monitoring of person's progress, in addition to a regularly scheduled exam is a must. This information shall be made available to the participant.

## Section 3. Physical Fitness Standards:

- a) The minimum physical fitness standard shall be fifty percent (50%), as determined by Vital Choice. The testings shall be annual.

- b) Physical handicaps and testing procedure incompatibilities shall be considered by the Physical Fitness Committee. Alternate tests may be approved by the committee in determining an employee's fitness score.

Section 4. Physical Maintenance Insignia Recognition:

There are three (3) insignias recognized for personnel that qualify under the program:

- a) Gold Commendation - Gold outline with red-white-blue enamel background. This insignia is recognized for those personnel that complete the physical readiness testing with a minimum of excellent or above (score of 70% or above).
- b) Silver Commendation - Silver outline with red enamel background and silver star in middle. This insignia is recognized for those personnel that complete the physical readiness testing with a minimum of good (score of 60% or above).
- c) Participated - Silver outline with blue enamel background. This insignia is recognized for those personnel that complete all phases of the physical readiness testing with a minimum of 50%.

Section 5 - Personnel Actions:

All Traverse City Fire Department employees must maintain a minimum of 50% score on Vital Choice testing. Failure to meet the minimum will result in:

- a) First Failure: Written Reprimand
- b) Additional Failures: Two (2) days off without pay.

When an employee who increases their score to above 50% they shall be considered (for punishment purposes) as if they had never failed.

Section 6 - Repeal of Punishment:

Section 5 in its entirety shall be eliminated and considered invalid if the Fire Chief fails to meet the 50% minimum standard.

## XXVIII.

### EMPLOYEE ASSISTANCE PROGRAM

#### Section 1 - General:

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

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

The policy for use of this program:

1. Management is concerned with an employee's personal problems as they affect the employee as a person as well as how the employee's well-being influences their performance.
2. The policy applies to all TCFD employees no matter what their job title or responsibility.
3. The program is available to employees or their families on a self referral basis since problems at home can affect the job. If employees or family members have personal problems that may benefit from assistance, they are encouraged to use the program.

4. All records and discussions on personal problems will be handled in a confidential manner. These records will be kept by the designated counseling resource and will not become a part of the employee's personnel file.
5. Participation in the counseling program will not jeopardize an employee's job security, promotional opportunities or reputation.
6. Employees will be encouraged to seek assistance to determine if personal problems are causing unsatisfactory job performance. If the performance problems are corrected, no further action will be taken. If performance problems persist, the employee will be subject to normal corrective procedures.
7. Employees reporting to work under the influence of alcohol, drugs or medications which may impair alertness or responsiveness are subject to discipline up to and including discharge, in accordance with Act 78. Drug and alcohol testing matters are more specifically dealt with in the second part of this policy.
8. All levels of management are responsible for using this program when appropriate to assist in resolving job performance problems related to personal problems.
9. Sick leave shall be granted for treatment or rehabilitation on the same basis as for other health problems. Employees may request an advance on future vacation time to cover regular time lost for leaves up to thirty (30) days for treatment or rehabilitation. The Management shall have sole discretion in granting this request. The Management shall review and consider longevity and previous work performance and prospects for resolution of the problem. This advance is to be repaid by forfeiting all but one week of the next twelve (12) months vacation time, after exhaustion of all current unused sick and vacation time until the debt is repaid.
10. This policy does not alter or replace existing TCFD policies or work rules, but serves to assist in their utilization.

#### Section 2 - Drug Testing:

Fire operations involve the safety and well-being of thousands of persons and it is essential that employees be alert and in full possession of their faculties when serving citizens. Due to this fact, drug and/or alcohol testing will be conducted in accordance with the procedures and guidelines set forth below. Fire department employees must be free of the effects of drugs and alcohol during scheduled working hours as a condition of employment. Drinking alcoholic beverages or using

drugs during working hours, or during breaks, between shifts or at lunch, or working or reporting to work when ability to perform is impaired by such is strictly prohibited and grounds for immediate discharge. In addition, any employee who tests positive for drugs in any authorized drug test will be subject to progressive discipline as outlined below, and will be required to undergo follow-up drug testing to establish that the employee is drug free.

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

## DEFINITIONS

**Alcohol or Alcoholic Beverage** - means any beverage that has an alcoholic content, excluding medications taken in compliance with a doctor's authorization.

**Drug** - means any substance (other than alcohol) capable of altering the mood, perception, or judgment of the individual consuming it.

**Prescribed Drug** - means any substance prescribed for the individual consuming it by a licensed medical practitioner.

**Illegal Drug** - means any drug or controlled substance the sale or consumption of which is illegal.

**Supervisor/Command Officer** - means the Officer, Acting Officer, or individual who is the member's immediate superior in the chain of command.

**Chief** - means the individual having overall responsibility for the functions of the Fire Department.

**Impairment** - to injure by weakening, diminishing or decreasing strength and value, physical or mental.

**Use** - to avail oneself of, put on one's own purpose, to consume or expend by using.

**Employee Assistance Program** - means Employee Assistance program provided by the Department of Personnel, City of Traverse City.

## **PROCEDURES FOR TESTING**

### **A. Demand for Testing**

The City of Traverse City may require departmental personnel to submit to a test for illegal drugs, unauthorized prescription drugs or alcohol under the following circumstances:

1. The employee is, based on "reasonable suspicion", requested/ordered to submit to testing by a command officer.

### **B. Standards for Determining Reasonable Suspicion**

1. The test must be requested by a command officer. A "command officer" shall be deemed to be an officer of the rank of lieutenant or higher, or an Acting Officer acting in the capacity of a command officer in the absence of a command officer.
2. "Reasonable Suspicion" is defined to mean objective, articulate and specific facts which would support a reasonable individualized suspicion that the employee to be tested is using or has used substances which impair the employee's ability to safely and effectively perform their duty.
3. Where the "reasonable suspicion" is based on personal observation by a command officer, the objective facts must be articulable and may include the person's appearance and behavior.

**a. Use of Alcohol**

The employer recommends that employees refrain from the use of alcoholic beverages within the eight hour period prior to the start of their shift. For purposes of administering this policy, a blood alcohol dissipation rate of .015% per hour will be recognized by the employer. It is hoped that by following the eight (8) hour standard and considering the dissipation rate recognized by TCFD that violations of this rule will not occur.

Should an employee be reported for the use of alcohol during working hours, and/or be suspected, by reasonable suspicion, of being impaired by alcohol, the employee may be requested to submit to a breathalyser test. A blood test may be requested by the employer if alcohol is measured on the breathalyzer to determine whether the employee has consumed alcohol. Failure to agree to such testing will result in termination. Any employee found to have a blood alcohol content of .04% or more during working hours will be subject to discipline up to and including discharge.

In accordance with the eight (8) hour recommendation and, in light of the residual effects of alcohol, consumption of alcoholic beverages during working hours, or during breaks, between shifts, or at lunch is prohibited if the employee is scheduled or may be assigned to work thereafter on the same workday.

**b. Prohibited Substances/Unauthorized Items**

**Prohibited Substances.** Employees may not use, possess, conceal, or sell controlled substances (as defined in 21 USC 811 et seq. and the regulations promulgated thereunder), synthetic drugs, and prescription drugs, excepting only: authorized prescription drugs as approved by the attending or employer designated physician. The prescription drug shall be in the original vial and shall be in the employee's name. Any employee using a prescribed drug should consult with the



attending or employer designated physician regarding the effects of the medication in relation to the operation of motorized vehicles and/or machinery.

On-duty employees may not use any over-the-counter medications where the manufacturer or distributor advises against their use while operating motorized vehicles and/or machinery, or where their use during working hours has not been approved by the attending or employer designated physician. Employees should read all labels carefully. In the event of a question regarding the use of a particular over-the-counter medication, the employee may submit written approval for use from their attending physician.

**Unauthorized Items.** Except for legitimate purposes, employees may not have any unauthorized items related to drug/alcohol sale, use or consumption in their possession or in any area used by them or under their control. Unauthorized items include drug paraphernalia used to administer drugs.

**c. When Drug and Alcohol Testing May Be Required**

An employee may be required to submit to blood and/or urine chemical testing only in the following circumstances:

(1) When an employee's performance and/or attendance record or information submitted by a supervisory employee or a verified complainant creates a reasonable suspicion that the employee is currently using, impaired by or under the influence of alcohol, controlled substances, synthetic drugs, prescription drugs or over-the-counter medication.

Reasonable suspicion shall be based upon specific objective facts documented in the employee's performance and/or attendance record which show a pattern of suspected abuse, disciplinary problems or otherwise unexplained behavior; or upon the supervisory employee's or complainant's personal observation of specific objective facts including the appearance, behavior, speech, conduct or body odors of the employee, and the reasonable inferences drawn from these facts in light of experience and/or training. In the case of reasonable suspicion based upon the employee's performance and/or attendance record, the Employer will meet with the Union and the employee at least one (1) time prior to any demand for testing to advise the employee of the Employer's concerns

and to put the employee on notice that drug and alcohol testing will be required if the pattern of suspected abuse, disciplinary problems or otherwise unexplained behavior continues.

All objective facts on hand at the time of the demand for testing which form the basis for the reasonable suspicion shall be disclosed to the employee and the Union at that time, and the employee shall at the same time be given the opportunity to explain their behavior, action and/or appearance. Upon request, the employee shall have the right to representation provided that such representation is readily available and will not unnecessarily delay testing. The objective facts and reasonable inferences drawn from these facts shall be reduced to writing, with a copy given to the employee and the Union, within three (3) calendar days of the demand for testing.

(2) When reasonable suspicion occurs and one or more the following occurs; an employee suffers an occupational on-the-job injury (requiring treatment from a physician), or following a serious or potentially serious accident or incident in which safety precautions were violated, or equipment or property was damaged, or unsafe instructions or orders were given by the employee, or unusually careless acts were performed by the employee. In the case of on-the-job injuries, special consideration shall be given to whether the injury occurred through no fault of the employee.

(3) As part of the follow-up drug or alcohol test required, after a suspension imposed for a positive drug or alcohol test; or as the result of a condition of reinstatement upon completion of an employer-approved drug and/or alcohol treatment or counseling program.

(4) When, except for legitimate purposes, any prohibited substance, including an alcoholic beverage or any unauthorized item such as drug paraphernalia is found in an area controlled or used by the employee. Employees retained by the Employer to investigate or monitor drug or alcohol abuse on employer property or vehicles shall not be authorized to plant or sell prohibited substances or unauthorized items.

**d. Who May Require Testing**

Except for a blood and/or urine chemical test administered pursuant to subsection c(3) above, the demand for a blood and/or urine chemical test shall be made only on the express authority of the highest-ranking fire supervisor on duty, or the designee, with the concurrence of another supervisory person.

**e. Alcohol and Drug Testing Procedures**

The following procedures shall govern the administration of drug and alcohol tests:

- (1) When a drug and alcohol test is to be administered, blood and urine samples may be taken from the employee.
- (2) When a follow-up drug test is to be administered, only a urine sample will be taken from the employee.
- (3) Blood samples will be collected and witnessed by authorized medical personnel at an outside health care facility or practitioner's office, and sealed and initialed by the employee and the witness.
- (4) Urine samples will be collected in private at an outside health-care facility or practitioners office, under approved procedures designed to insure the integrity of samples. Urine samples will be sealed and initialed by the employee and witness. If medical personnel at the collection site determined that an adulterated sample has been provided, the employee will be required to submit another sample in the presence of medical personnel of the same sex as the employee (or, if no such personnel are available, a fire supervisor of the same sex as the employee).
- (5) Blood and urine samples will be marked by use of alpha/numerical codes, rather than employee names. The Employer, the Union, and the employee will receive a copy of the code.
- (6) Blood and urine samples will be promptly sent to and tested by an agreed-upon NIDA approved laboratory.
- (7) An approved chain of custody procedure shall be followed in the administration of all blood and urine chemical tests. Blood or urine samples which test positive for drugs and/or alcohol will be stored at the laboratory for a minimum of fifteen (15) days.
- (8) Alcohol testing shall be conducted using a single quantitative blood test.
- (9) Initial drug screening shall be conducted using the EMIT (Enzyme Multiplied Immunoassay Technique) drug testing method. All positive drug tests shall be confirmed by the GC/MS (Gas Chromatography/Mass Spectrometry) drug testing method.
- (10) An employee required to submit to blood and/or urine chemical test must, if required by a health care facility, practitioner, or laboratory, promptly execute to the taking of samples, the release of their analysis related to alcohol and drug classes listed below, or release of test results.

- (11) A legible copy of the laboratory report shall promptly be made available by the employer to the employee and, with the employee's consent, the Union.
- (12) Any information collected in the process of obtaining a blood and/or urine chemical test shall be treated as confidential information and shall be released to other persons only on a "need-to-know" basis.

**f. Positive Drug Tests**

The cutoff limits recommended by the manufacturer or recognized by the agreed-upon NIDA approved testing laboratory will be used to determine whether initial drug screens are positive for drugs and/or their metabolites. The following cut-off limits will be used for the drug classes listed below using the EMIT drug testing method.

Drug Class Cutoff Limit (ng/ml) as indicated in Attachment A.

The following cutoff limits will be used for the drug classes listed below using the GCMS drug testing method, as described in Attachment A. If drug testing is to be conducted for drug classes other than those listed above, the Employer will notify the Union of the cutoff limit(s) recommended by the manufacturer or recognized by the agreed-upon testing laboratory, and the drug classed and cutoff limit(s) will be added to the above list.

When a positive drug test may be the result of use of a prescribed drug, or non-prescribed, the employee will be required to submit proof of the prescription within forty-eight (48) hours of the request to do so together with a written statement from the attending physician approving the use of the drug during working hours. If the prescription and/or physician's statement is not submitted within the specified time limit, the employee will be subject to disciplinary action under Section h.

**g. Second Opinion Testing**

A sufficient sample will be made available for further testing, i.e., at least 20 ml in the case of a urine sample and 2 ml in the case of a blood sample, an employee who tests positive for drugs or is subject to discipline for violation of the employer's alcohol rule under subsection h(3) below may request a second opinion test in accordance with the following guidelines.

- (1) The request must be made to the employer in writing within five (5) days of the date the laboratory report is provided.
- (2) The employee must pay the total cost of the second opinion test, including the cost of the EMIT test and GCMS test (or the blood alcohol test) and any courier fee, at the time the request is made. If the second opinion test is negative, the employer will reimburse the employee for these costs and expunged records of the entire incident.
- (3) The second opinion test must be performed by an agreed-upon testing laboratory.
- (4) An approved chain of custody procedure must be followed with respect to the release of the sample(s) to the laboratory which is going to perform the second opinion test, i.e., the sample(s) will only be released directly to the laboratory.
- (5) All alcohol and drug testing procedures set forth in this policy, including procedures regarding consent forms and cutoff limits for positive drug tests, shall be strictly observed.
- (6) The results of the second opinion test will be binding on the employer, the employee and the Union.

If the second opinion test is negative, any discipline the employee has received will be voided and reimbursed for any losses or costs incurred, and no further disciplinary action will be taken against the employee. If the second opinion test is positive, the test result cannot be challenged under the Grievance Procedure.

**h. Disciplinary Action**

Employees may be subject to immediate termination for the first offense in any one of the following circumstances:

- (1) Refusal to take an authorized blood and/or urine chemical test.
- (2) Drinking alcoholic beverages or using drugs and/or intoxicants during working hours, or during breaks, between shifts, or at lunch if the employee is scheduled or may be assigned to work thereafter on the same work day.
- (3) Having a blood alcohol content of .04% or more during working hours based on the test result and application of the recognized .015% per hour dissipation rate.
- (4) Working or reporting to work when ability to perform is impaired by drugs and/or other intoxicants. A positive blood and/or urine chemical test, when confirmed by evidence of impairment during working hours, shall establish impairment.
- (5) Except for legitimate purposes, possession, concealment or sale of any prohibited substance, including alcoholic beverages, while on duty, on the employer's premises or jurisdiction.

Except in cases where impairment is established, or the employee is otherwise subject to immediate termination, an employee who tests positive for drugs or alcohol in any authorized drug test, will receive the following discipline for the first offense:

Up to thirty (30) calendar day suspension.

Following completion of the suspension, the employee will be conditionally re-employed, but must undergo a follow-up drug or alcohol test within five (5) days. If the employee tests positive at a follow-up drug or alcohol test, or anytime within the next twelve (12) months, in any authorized drug test, the employee may be immediately terminated.

It is understood that this policy will be administered in the same manner as the other work rules.

**PROTOCOLS TO INSURE THE INTEGRITY OF  
SPECIMENS FOR DRUG AND ALCOHOL SCREENING**

When an employee arrives at the Collection Agency to have urine/blood specimens taken for drug/alcohol screening, the employee will be asked to provide identification: Provide their social security number, showing Michigan drivers license and sign an Employee Consent for Drug and/or Alcohol Testing Form (Attachment "B"). The employee will be assigned a patient identification number, which will be recorded on the form or placed on the form by means of a pre-printed label.

The consent form will consist of an original and one (1) copy. The original will be returned to the TCFD by the Collection Agency, and the copy will be given to the employee. The requisition/Chain of Custody form will consist of one or more original documents, which will be returned to TCFD by the Testing Laboratory with the test results. Ordinarily, there will be two (2) separate requisition/chain of custody forms: one for a urine specimen (for drug screening and confirmation testing), and the other for a blood specimen (for blood serum alcohol testing).

After completing the consent form, a blood specimen will be taken by the Collection Agency technician, if requested by TCFD for blood serum alcohol testing. The blood specimen will be obtained through venipuncture. The blood will be drawn into a 10cc evacuated tube, with cap intact. The specimen tube will be labeled with the patient identification number (which was previously recorded on the requisition/chain of custody form for the specimen) and initialed by the technician and the employee. The remainder of the initial chain of custody procedure for the blood specimen will then be completed (see below). The cap on the specimen tube will not be removed until the specimen is tested at the Testing Laboratory.

The employee will then be escorted to an examination room where the employee will completely disrobe and put on a hospital gown, in private. The employee will then be given instructions on the procedures for providing a urine specimen, and be escorted to a bathroom by a member of the medical staff. The employee will be told to provide a urine specimen of at least 50 ml in a plastic cup which will be available in the bathroom. The employee will be allowed to void in private. However, precautions will be taken to insure the integrity of the urine specimen. These include: having the employee void while in the hospital gown without access to purses, bags, street clothes, etc; having toilet water dyed with a colored disinfectant; and turning off hot water in the bathroom.

After the employee has produced the urine specimen, the employee will be escorted to the Collection Agency's laboratory, where the specimen will be checked for color, warmth and consistency. If the specimen is unadulterated, it will be transferred to a specimen bottle provided by the Testing Laboratory. The employee will be allowed to select which specimen bottle is used. In the presence of the employee, a tamper-proof seal will be placed on the specimen bottle. The bottle will be labeled with the same patient identification number as the blood specimen (which was previously recorded on the requisition/chain of custody form for the urine specimen), and initialed by the employee and the witness. The remainder of the initial chain of custody procedure for the blood specimen will then be completed (see below).

If the Collection Agency technician determines that an adulterated urine specimen has been provided, the employee will be escorted back to the bathroom and be required to submit another specimen in the presence of medical personnel of the same sex as the employee (if no such personnel are available, a TCFD supervisor of the same sex as the employee). If the employee



refuses to provide a second urine specimen in such circumstances, the employer will be advised that the employee refused to take the urine chemical test.

### **CHAIN OF CUSTODY**

Chain of custody is the written documentation of possession and transfer of important evidence. The chain of custody serves to protect all parties by standardizing procedures, preventing mix-ups and providing a complete possession and transfer history.

To preserve employee anonymity, all drug and alcohol testing will be "blind". The only information which will be provided to the Testing Laboratory besides the specimen is the requisition/chain of custody form for the specimen to be tested which will contain the employee's patient identification number and initials (see Employee part of chain of custody form, discussed below).

Once the collection process has been completed for a given specimen, the Employee and the Collection Agency Technician will complete the Employee part of the form. The employee will record the date, and their initials on the line marked "Donor Signature". The technician will record their signature on the line marked "Collector Signature". The specimen will then be placed in a locked box and placed in a refrigerator at the Collection Agency, and the Collection Agency will notify the Testing Laboratory to make arrangements for delivery of the specimen.

At the time of receipt of the specimen by the Testing Laboratory, a specimen identification number will be assigned to the specimen. A label containing this number will be placed on the specimen bottle/tube, and the number will also be recorded on the requisition/chain of custody form for the specimen. The specimen will then be placed in a locked box in a refrigerator at the Testing

Laboratory until testing is performed. During the testing process, the chain of custody will be maintained on the Testing Laboratory part of the form. Appropriate entries will be made anytime someone removes and returns the specimen or an aliquot of the specimen from the locked box.

After the specimen is tested, a Laboratory Report will be completed by the Testing laboratory and transmitted to TCFD along with the completed requisition/chain of custody form. The Testing Laboratory will retain a copy of this form. The employee will sign a Receipt of Test Results form (Attachment "C") when the employee is given a copy of the test results by TCFD.

The specimen will be transferred to a locked box in a freezer after testing. If the specimen tests negative, it will be retained by the Testing Laboratory until it is notified that the Laboratory Report and the completed requisition/chain of custody form has been received by TCFD, and that a copy of the test results has been given to the employee. If the specimen tests positive, it will be resealed and retained by the Testing Laboratory for a minimum of fifteen (15) days. The purpose of this retention period is to provide time for the employee to request a second opinion test on the specimen. If a sufficient sample is not available for further testing, at least 20 ml in the case of a urine specimen and 2 ml in the case of a blood specimen, the Testing Laboratory will notify TCFD at the time the Laboratory Report is provided.

## **SECOND OPINION TESTING**

If a sufficient sample is available for further testing, an employee who tests positive for drugs or is subject to discipline under Subsection h(3) of TCFD's work rule on Use of Alcohol, Drugs and/or Intoxicants may request a second opinion test in accordance with the guidelines set forth in Section g of the work rule.

Within five (5) days of the date the Laboratory Report is provided, the employee must sign an Employee Request and Consent for Second Opinion Drug and/or Alcohol Testing form (Attachment "D") and pay the total cost of the requested second opinion test as provided in subsection g (2) of the drug and alcohol policy. When such payment is made, a TCFD representative will sign the Receipt of payment portion of the form.

The second opinion requisition/chain of custody form will be transmitted by TCFD to the Initial Testing Laboratory with a cover letter specifying the Second Opinion Testing Laboratory which has been designated to conduct further testing on the specimen. The employee will not be identified in either the cover letter or the form, which will include the Initial Testing Laboratory's patient identification number and specimen identification number.

The Initial Testing Laboratory will make arrangements to deliver the specimen to the Second Opinion Testing Laboratory, or notify the Second Opinion Testing Laboratory to make delivery arrangements. The specimen will only be released directly to the Second Opinion Testing Laboratory or a courier. It will not be released to the employee.

The second opinion requisition/chain of custody form will be completed in essentially the same manner as the original requisition/chain of custody form. The Initial Testing Laboratory courier takes possession of the specimen. The final entry on the Courier part of the form will be made when the Second Opinion Testing Laboratory takes possession of the specimen. The Second Opinion requisition/chain of custody form will remain with the specimen when it is being transported. The Second Opinion Testing Laboratory part of the form will be maintained anytime someone removes the specimen or an aliquot of the specimen from the laboratory's specimen storage facilities.

After the specimen is tested by the Second Opinion Testing Laboratory, a Laboratory Report will be completed and transmitted to TCFD along with the completed second opinion requisition/chain of custody form. The Second Opinion Testing Laboratory will retain a copy of this form.

### **Grievance Procedure**

All actions and decisions made pursuant to this Alcohol and Drug Policy shall further be subject to a "just cause" standard, and to the parties' grievance and arbitration procedure, and remedies available through Act 78.

The Employee Assistance Program will be implemented in a manner that will comply with all applicable federal and state laws.

### **Union Held Harmless**

This drug and alcohol testing program is solely initiated at the behest of the City. The City shall be solely liable for any legal obligations, costs, and attorneys' fees arising out of the provisions and/or application of this Agreement relating to drug and alcohol testing. The Union and its members shall be held harmless for the violation of any laws, regulations, or worker rights arising from the creation, implementation, or administration of the drug and alcohol testing program and the City agrees to indemnify the Union and its members from and against all claims or suits arising out of the creation, implementation, and administration of this drug and alcohol testing program. Said indemnification shall take the form of defense and payment of any judgments, settlements, costs, or attorneys' fees.

**ATTACHMENT "C"**

I have received a copy of the test results as indicated in Laboratory # \_\_\_\_\_.

\_\_\_\_\_  
Name and Signature

\_\_\_\_\_  
Date

**ATTACHMENT "D"**

I consent and request second opinion Drug and/or Alcohol test. I understand I must pay the total cost of the requested second opinion test as provided in g(2) of the policy.

Cost of test \$ \_\_\_\_\_

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date

DRUG AND ALCOHOL CHECKLIST

1. Union Representative \_\_\_\_\_
2. Employee \_\_\_\_\_
3. Date \_\_\_\_\_
4. Time employee notified of the test \_\_\_\_\_
5. Name and title of person who notified employee of the test \_\_\_\_\_  
\_\_\_\_\_
6. Time employee tested \_\_\_\_\_
7. Was employee notified of test in writing? \_\_\_\_\_  
  
(If yes, attach copy.) (If no, demand that the notice and reasons for testing be reduced to writing.)
8. Was employee advised of right to have union representation during testing?  
\_\_\_\_\_
9. Was union representation granted if requested by the employee \_\_\_\_\_
10. Was employee given an opportunity to explain his behavior and avoid testing?  
\_\_\_\_\_
11. Were consequences of refusing to take test or of testing positive explained to the employee?  
\_\_\_\_\_
12. Specimen number # \_\_\_\_\_
13. Any other identifying numbers or letters on the urine specimen bottle? \_\_\_\_\_
14. Was urine specimen container clean and individually wrapped? \_\_\_\_\_
15. Was test given during employee's shift or after shift ended? \_\_\_\_\_
16. Was employee asked to produce photo identification? \_\_\_\_\_
17. Did employee fill out a pre-test information form? \_\_\_\_\_

Did this form ask for information on prescription and non-prescription drugs?  
\_\_\_\_\_

18. Was employee asked to remove clothes before giving urine specimen? \_\_\_\_\_

19. Was employee instructed to wash and dry hands before giving urine specimen?  
\_\_\_\_\_

20. Was water, soap, detergent or any other substance present in the room while urine sample was collected? \_\_\_\_\_

21. Did anyone directly observe the employee giving the urine specimen? \_\_\_\_\_

22. Did anyone come into the room where the urine sample was being collected while it was being collected? \_\_\_\_\_

23. Did anyone measure the temperature of the urine sample or inspect it for contaminants?  
\_\_\_\_\_

24. Was the urine specimen in the employee's view at all times until it was packaged and sealed?  
\_\_\_\_\_

25. Was a tamper-proof seal placed over the cap and down the sides of the urine specimen container? \_\_\_\_\_

26. Was the urine specimen container placed in a locked refrigerator? \_\_\_\_\_

27. Was the employee asked to sign a form containing information identifying his/her urine sample? \_\_\_\_\_

28. Was employee told what drugs he/she would be tested for? \_\_\_\_\_

29. Where was urine sample sent for testing? \_\_\_\_\_

30. Was the drug test disclosed to other employees? \_\_\_\_\_

31. Are there witnesses to any of the above? \_\_\_\_\_  
If yes, give names: \_\_\_\_\_  
\_\_\_\_\_

32. Any other unusual circumstances? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## XXIX.

### GENERAL

Section 1 - Separability: This Agreement is subject to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the City, the Association and the employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided therefor, such provisions shall be void and inoperative; however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

Section 2 - Distribution of Agreement: Twenty-two (22) copies of this Agreement shall be distributed by the City to the Association.

Section 3 - Duration: This Agreement shall be effective the 1st day of July, 1996, and shall remain in force and effect to and including the 30th day of June, 1999.

Section 4 - Future Negotiations: The parties agree that, commencing not later than April 1, 1999, they will undertake negotiations for a new Agreement for a succeeding period.

Section 5 - Extensions: In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new contract and during which time negotiations are in process, unless terminated by either party on thirty (30) days written notice.

Section 6 - Mutual Agreement on Changes: If, prior to the expiration of this Agreement, any article or section of this Agreement is found to be inconsistent or unworkable, changes can be made if there is mutual agreement between the City and Association.

Section 7 - Non Discrimination: The parties agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of this Agreement.

Section 8 - Gender: The masculine pronoun, wherever used in this agreement, shall include the feminine pronoun, unless the context clearly otherwise requires.

Section 9 - Entire Agreement: This Agreement together with all items incorporated herein by reference, constitutes the entire Agreement of the parties and there are no valid promises, conditions or understandings which are not contained herein.

Section 10 - Interpretation: This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. This Agreement was drafted by the joint direction of the parties.

Section 11 - Authority to Execute: The parties agree that the signatories appearing below have the authority and duly authorized to execute this Agreement on behalf of the parties to the Agreement.

This agreement was negotiated by the following listed representatives:

Local 646

Michael Brown  
Gerry Cholger  
William Tomlinson  
James Tuller

City of Traverse City

Richard I. Lewis  
Paula M. Helminiak  
Ralph Soffredine  
Joan Rundio  
William Twietmeyer

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

**CITY OF TRAVERSE CITY**

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

By \_\_\_\_\_  
Debra Curtiss  
City Clerk

By \_\_\_\_\_  
Phillip E. Orth  
Mayor

By \_\_\_\_\_  
James Tuller  
President, Local 646

**APPROVED AS TO SUBSTANCE:**

By \_\_\_\_\_  
Richard I. Lewis  
City Manager

Date: \_\_\_\_\_

## SCHEDULE "A" - FIRE DEPARTMENT SALARY RATE ATTACHMENT

EFFECTIVE JULY 1, 1996, THROUGH JUNE 30, 1997

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

### SECTION I - Base Salary and Wages

<u>F-1 Firefighter</u>	<u>24 hour day</u>	<u>8 hour day</u>
Start	\$7.85	\$10.99
6 Months	8.12	11.38
12 Months	8.39	11.78
18 Months	8.69	12.18
24 Months	9.00	12.62
30 Months	9.33	13.06
36 Months	9.64	13.53
42 Months	9.98	14.00
48 Months	10.32	14.46
<u>F-2 Lieutenant</u>	<u>24 hour day</u>	<u>8 hour day</u>
Start	\$10.69	\$15.00
After 6 months	11.37	15.90
<u>F-2 Captain</u>	<u>24 hour day</u>	<u>8 hour day</u>
Start	\$11.75	\$16.46
After 6 months	12.48	17.51

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

**SCHEDULE "A" - FIRE DEPARTMENT SALARY RATE ATTACHMENT**

**EFFECTIVE JULY 1, 1997, THROUGH JUNE 30, 1998**

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

SECTION I - Base Salary and Wages

<u>F-1 Firefighter</u>	<u>24 hour day</u>	<u>8 hour day</u>
Start	\$8.05	\$11.26
6 Months	8.32	11.66
12 Months	8.60	12.07
18 Months	8.91	12.48
24 Months	9.23	12.94
30 Months	9.56	13.39
36 Months	9.88	13.87
42 Months	10.23	14.35
48 Months	10.58	14.82
<u>F-2 Lieutenant</u>	<u>24 hour day</u>	<u>8 hour day</u>
Start	\$10.96	\$15.38
After 6 months	11.65	16.30
<u>F-2 Captain</u>	<u>24 hour day</u>	<u>8 hour day</u>
Start	\$12.04	\$16.87
After 6 months	12.79	17.95

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

**SCHEDULE "A" - FIRE DEPARTMENT SALARY RATE ATTACHMENT**

**EFFECTIVE JULY 1, 1998, THROUGH DECEMBER 31, 1998**

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

SECTION I - Base Salary and Wages

<u>F-1 Firefighter</u>	<u>24 hour day</u>	<u>8 hour day</u>
Start	\$ 8.21	\$11.49
6 Months	8.49	11.89
12 Months	8.77	12.31
18 Months	9.09	12.73
24 Months	9.41	13.20
30 Months	9.75	13.66
36 Months	10.08	14.15
42 Months	10.43	14.64
48 Months	10.79	15.12
<u>F-2 Lieutenant</u>	<u>24 hour day</u>	<u>8 hour day</u>
Start	\$11.18	\$15.69
After 6 months	11.88	16.63
<u>F-2 Captain</u>	<u>24 hour day</u>	<u>8 hour day</u>
Start	\$12.28	\$17.21
After 6 months	13.05	18.31

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

**SCHEDULE "A" - FIRE DEPARTMENT SALARY RATE ATTACHMENT**

**EFFECTIVE JANUARY 1, 1999, THROUGH JUNE 30, 1999**

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

SECTION I - Base Salary and Wages

<u>F-1 Firefighter</u>	<u>24 hour day</u>	<u>8 hour day</u>
Start	\$ 8.37	\$11.72
6 Months	8.66	12.13
12 Months	8.95	12.56
18 Months	9.27	12.98
24 Months	9.60	13.46
30 Months	9.95	13.93
36 Months	10.28	14.43
42 Months	10.64	14.93
48 Months	11.01	15.42
<u>F-2 Lieutenant</u>	<u>24 hour day</u>	<u>8 hour day</u>
Start	\$11.40	\$16.00
After 6 months	12.12	16.96
<u>F-2 Captain</u>	<u>24 hour day</u>	<u>8 hour day</u>
Start	\$12.53	\$17.55
After 6 months	13.31	18.68

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

SECTION II - Emergency Medical Technician Certification Allowance

Any firefighters who has obtained and is maintaining an emergency medical technician, specialist, and /or paramedic license from the Michigan Department of Public Health, shall be entitled to additional pay which shall be rolled in as part of their pay. Effective July 1, 1996, the following shall be paid for each firefighter maintaining this license.

	<u>24 Hour Shift</u>	<u>8 Hour Shift</u>
EMT	\$ .14/hour	\$ .19/hour
EMTS	\$ .17/hour	\$ .24/hour
EMTP	\$ .22/hour	\$ .31/hour

For the classification of Fire Inspector, a payment of \$ .16 per hour for maintenance of the state inspectors license shall be paid in accordance with the preceding paragraph.

SECTION III - Meal Allowance

Any firefighter assigned to work a 24 hour shift shall be entitled to receive a meal allowance of \$ .31 per hour which shall be rolled in as part of their pay.

SECTION IV - Educational Reimbursement

The City will reimburse up to one hundred percent (100%) the cost of tuition for the attendance and education which are directly related to the employee's job upon representation of a report card indicating a minimum of a 2.5 grade point average for the course. The Personnel Administrator shall be responsible for approving the requests for education reimbursement, prior to the commencement of the class.



LETTER OF UNDERSTANDING

BETWEEN

Traverse City Firefighters Association  
Local 646 International Association of Firefighters

AND

City of Traverse City

RE: MERC Case No. G 93 G-3002  
January 25, 1995 Arbitration Order  
Page 20, #8. Family Continuation of that document

Ordered:

"Employees who elect the family continuation rider in the future will pay the premiums. The two employees who presently have the FC Rider will continue to receive this benefit according to the terms of the 1990/93 agreement."

The two employees who presently have the FC Rider are:

Thomas Brownell and Stanley Jorae. Each covering one family continuation on their insurance coverage. Per the arbitration order, T. Brownell and S. Jorae will continue to receive this benefit according to the terms of the 1990/93 agreement:

Effective July 1, 1990, the City shall be responsible for one hundred percent (100%) of the applicable premium.

D. Family Dependent ..... \$74.00/month

Once the applicable premium exceeds the above limit, the employer shall also be responsible for fifty percent (50%) of the excess amount, and the employee shall be responsible for the remaining fifty percent (50%) of the excess amount.

As long as these riders qualify for insurance coverage under the FC insurance category.

\_\_\_\_\_  
Richard I. Lewis  
City Manager

\_\_\_\_\_  
James Tuller  
President, Local 646

Date: \_\_\_\_\_

Date: \_\_\_\_\_

LETTER OF AGREEMENT  
Between  
CITY OF TRAVERSE CITY AND TRAVERSE CITY FIREFIGHTERS ASSOCIATION

Through the cooperative effort of the representatives of the Firefighters Association, the City Commission, the City Administration staff, and the community-at-large, the City of Traverse City is to establish a Special Committee for the up-dating and participation for Master Planning Life Safety Services provided by the Traverse City Fire Department.

The Committee would be charged the following responsibilities:

- a) Updating the current Master Plan report.
- b) Inventorying the available fire suppression resources in the community.
- c) Evaluate alternative fire prevention strategies.
- d) Evaluate alternative systems for delivery of fire suppression services, including the impact of expanding the utilization of mutual aid within the City, and analyze the cost/risk factor of each.
- e) Evaluate emergency medical services for City residents.
- f) Evaluate hazardous material emergency services.
- g) Evaluate water rescue services.
- h) Evaluate public and City employee life safety education.
- I) Evaluate fire department inspection services.
- j) Recommend an ultimate system for life safety with the optimum cost/risk balance.
- k) Examine strategies for the reduction of standby time by on-duty personnel.
- l) Develop implementation strategies for the committee's recommendations.

The Committee structure shall consist of eight (8) members as appointed by the City Manager with approval of the City Commission representing the following interests:

- a) One member of the Traverse City Commission.

- b) Two members of the T.C. Firefighters Association, with one member being a command officer and both to be selected by the firefighters.
- c) Two citizens at large.
- d) Traverse City Fire Chief.
- e) The City Manager or designate, and one other administrative staff member to be appointed by the City Manager.

The Committee members from the firefighters shall serve a term of not more than three (3) years with the initial term a three (3) year for one member and a two (2) year for the second member.

Although this Fire Master Planning Life Safety Services up-dating is a long-term, multi-year project, both parties agree that the Committees efforts and recommendations will be mutually beneficial, and shall provide the basis for developing, evaluating, and implementing strategies from the Committee's recommendations in the administration of the Traverse City Fire Department.

City of Traverse City

T. C. Firefighters Association

\_\_\_\_\_  
Richard I. Lewis  
City Manager

\_\_\_\_\_  
James Tuller  
President

Date: \_\_\_\_\_

Date: \_\_\_\_\_