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6/30/2002

**MASTER AGREEMENT**

**BETWEEN**

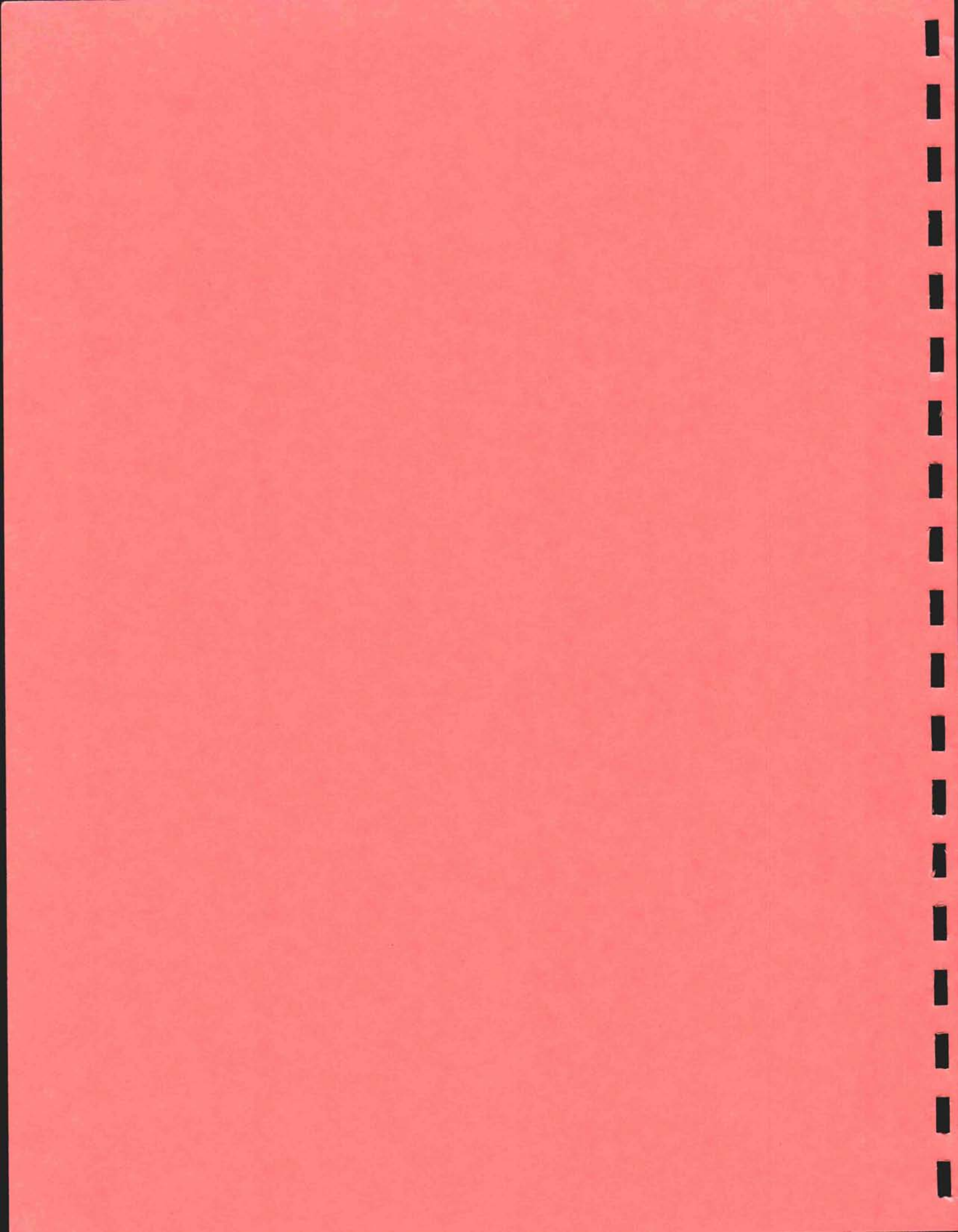
**THE CITY OF  
MADISON HEIGHTS**

**AND**

**THE MADISON HEIGHTS  
FIRE FIGHTERS ASSOCIATION**

**JULY 1, 1997 THRU JUNE 30, 2002**

*Madison Heights, City of*



## INDEX

<u>TOPIC</u>	<u>ARTICLE</u>	<u>PAGE</u>
Agency Shop	II	2
Bereavement Leave	XI	21
Call-In Time, Stand-By Time	XVI	27
Emergency Medical Technician	XXVI	41
Family and Medical Leave	IV	8
Food Allowance	XX	33
Grievance Procedure	XIV	24
Health Insurance	III	3
Holidays	IX	15
Insurance Carrier	XXVII	43
Life Insurance	VI	10
Longevity Pay	VII	11
Maintenance of Conditions	XVIII	29
Management Rights	XVII	28
Maternity Leave	X	20
Military Leave	XXIV	39
Pensions	XXI	34
Personal Business Days	XII	22
Promotions	XXV	40
Recognition	I	1
Representation	I	1
Rules and Regulations	XXIII	38
Seniority	XV	26
Sick Leave and Other Forms of Leave	X	17
Term of Agreement	XXVIII	44
Tuition Refund & Higher Education Attainment	XXII	37
Uniform Allowance	XIII	23
Vacations	VIII	12
Wages	XIX	30
Worker's Disability Compensation	V	9

## **AGREEMENT**

This Agreement is hereby entered into this \_\_\_\_\_ day of \_\_\_\_\_ 1998, between the City of Madison Heights hereinafter referred to as the "City" and the Madison Heights Fire Fighters Association hereinafter referred to as the "employee" or the "Association."

### **ARTICLE I - RECOGNITION**

**SECTION 1** Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965 as amended, the City of Madison Heights does hereby recognize the Madison Heights Fire Fighters Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for full time uniformed fire fighters and those subject to the hazards thereof including the rank of lieutenant.

**SECTION 2.** The employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any other such group or organization for the purpose of undermining the Madison Heights Fire Fighters Association.

**SECTION 3.** The City will deduct, upon signed authorization by the members requesting same, all dues as stated for the Madison Heights Fire Fighters Association and forward same to the Association's Treasurer each month.

**SECTION 4.** The Association agrees to indemnify and save the City harmless against any and all claims, suits or other forms of liability arising out of its deductions from any employee's pay of association dues or collective bargaining service fees. The Association assumes full responsibility for the disposition of the deductions so made once they have been remitted to the Association.

**SECTION 5.** No more than two (2) officers of the Association bargaining committee will be paid for their time spent in negotiations with the City, but only for straight time hours they would otherwise work.

### **REPRESENTATION**

**SECTION 1.** The Madison Heights Fire Fighters Association shall be represented in all negotiations by representatives of the Association. Said committee shall be authorized by the Association to bargain for the individuals in the Association, and, shall upon ratification, and subsequent signing of agreement, be able to execute agreements binding on the members of this Association in their dealings with the City. The Association shall negotiate with such representatives of the City government as provided by resolution, ordinance, or policy adopted by the City Council of the City of Madison Heights.

**SECTION 2.** The bargaining committee of the Association will include not more than four (4) officers of the Madison Heights Fire Department and may include not more than two (2) non-employee representatives. The Association will furnish the City Manager's office with a written list of the Association's employees bargaining committee prior to the first bargaining meeting.

## ARTICLE II - AGENCY SHOP

**SECTION 1.** Within thirty (30) days of the execution of this Agreement or within thirty (30) days of the employee's date of hire, whichever occurs later, each employee covered by this Agreement shall be required as a condition of continued employment either to become and remain a member of the Association or to pay to the Association a service fee equal to the amount of dues uniformly required of members of the Association. Provided, however, that no employee shall be discharged under provisions of this Article unless and until the duly authorized officers of the Association have sent through certified mail and the City Manager has received notice that an employee has not complied with the provisions of this Article.

**SECTION 2.** If any provision of this Article is invalid under federal law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of federal or state law or shall be renegotiated for the purpose of adequate replacement.

**SECTION 3.** In the event the Association, its officers, or agents, furnish the City with a demand to discharge or discipline an employee for failure to comply with the provisions of *Article II, Section 1*, the Association agrees to indemnify and save the City harmless against any and all claims, suits, or other forms of liability, including but not limited to judgments, costs, interest, and attorney fees incurred by the City as a result of complying with the Association's request to discharge or discipline an employee.

## ARTICLE III - HEALTH INSURANCE

### *SECTION 1.*

- A. Upon ratification of this contract at the option of the employee, the City shall assume the full cost of Blue Care Network with a \$5.00 preferred prescription drug rider, MOPD, or Blue Cross/Blue Shield of Michigan Community Blue PPO (Option 1) with the following coverage: ASFP, CNM, ECIP, GCO, ICMP, RAPS, SUBRO2, BMT, CNP, ESRD, GLE-1, PTFS, SD, CB-PCB, CRNA, FC, HMN, PTS, SOTPE, MOPD, PD-CR\$5.

All employees presently in traditional hospitalization insurance will be provided the above Community Blue coverage. Employees provided Community Blue Option 1 or Blue Care Network may, at their option, pay the full cost of the difference (through payroll deduction) between Community Blue Option 1 and traditional Blue Cross/Blue Shield insurance in order to receive the latter plan. This change only applies during the open enrollment period. Present Blue Care Network members who wish to switch to Community Blue Option 1 may do so at the next open enrollment period. Blue Care Network coverage remains optional.

Blue Cross defines family to include employee, spouse, and children through the end of the calendar year in which the children reach their 19th birthday.

Employees may, at their option and at their own expense, provide protection for older dependents, such as: parents, blood relatives, members of their household, and for children over 19.

A coordination of benefits program with disclosure of other carriers shall be instituted. Each employee shall within one month after ratification of this Agreement provide the City with his or her spouse's name, social security number, employer, and the name of the hospitalization plan, if any, which covers the spouse at the spouse's place of employment. The City in conjunction with Blue Cross/Blue Shield will implement coordination of benefits pursuant to M.C.L.A. 550.251, et. seq. and the rules of the State Insurance Commission both of which are hereby incorporated by reference as though fully stated herein.

In the event that two City employees are married to each other, the hospitalization insurance set forth above shall be limited as follows: Each employee will receive fully paid health care coverage as a subscriber or dependent, but not both. Each may maintain his/her own individual contract or one-family contract with one employee as the subscriber and the spouse as a dependent. Similarly, any children or other dependents can be members of one employee contract but shall not have coverage as dependents on two employee contracts.

- B. An employee may elect to receive a one-time only taxable payment of \$2,000 from the City in exchange for the employee's withdrawal from the City's health insurance plan indefinitely. This "opt out" program applies only to employees who, as of the 1997 enrollment period, have two-person or family coverage in either of the Blue Care Network or Blue Cross/Blue Shield insurance plans. Eligibility is also contingent upon the employee providing proof to the City that he/she has health insurance coverage under their spouse's health insurance plan. City employees who are married to each other are not eligible to receive the "opt out" incentive.

**ARTICLE III - HEALTH INSURANCE (continued)**

An employee may elect to become reinstated to the City's health insurance plan prior to the next regular annual enrollment period if and only if he/she provides proof to the City that he/she has lost health insurance coverage. The employee is not eligible to become reinstated to the City's plan prior to the next regular annual period, unless he/she has lost health insurance coverage.

In all cases where an employee who received the "opt out" payment wishes to become reinstated on the City's health insurance plan during the term of this Agreement, the "opt out" payment shall be amortized over the sixty month duration of this Agreement by requiring the employee to remit to the City or have deducted from his/her pay a pro-rated amount of the \$2,000 "opt out" payment based on the number of months out of the sixty month duration of this Agreement during which the employee was off the City's plan. For example, if an employee opted back on the City's plan fifteen months after receiving the incentive payment, the employee would owe the City an amount equal to  $45/60^{\text{ths}}$  or  $3/4^{\text{ths}}$  of the \$2,000 "opt out" payment.

The "opt out" payment shall not be counted in final average compensation for the purpose of retirement nor shall an Act 345 pension contribution be deducted from the "opt out" payment.

- C. As an incentive for employees to choose the Blue Care Network HMO rather than the Community Blue PPO Option 1 insurance, any employee who has elected HMO coverage as of the eligibility dates listed below will receive an HMO incentive payment in accordance with the following schedule:

Eligibility Date	Taxable HMO Incentive Payment	Date Paid	Period Covered
June 15, 1997	\$1,000	2 <sup>nd</sup> pay in July 1997	July 1, 1997 through June 30, 1998
June 15, 1998	\$1,000	2 <sup>nd</sup> pay in July 1998	July 1, 1998 through June 30, 1999
June 15, 1999	\$1,000	2 <sup>nd</sup> pay in July 1999	July 1, 1999 through June 30, 2000
June 15, 2000	\$1,000	2 <sup>nd</sup> pay in July 2000	July 1, 2000 through June 30, 2001
June 15, 2001	\$1,000	2 <sup>nd</sup> pay in July 2001	July 1, 2001 through June 30, 2002

Employees may switch from the HMO to Community Blue PPO or traditional insurance (with the employee funding the full cost differential between traditional insurance and the Community Blue PPO) only during the June 15<sup>th</sup> open enrollment period, at which time the employee would become ineligible for future HMO incentive payments covering the period of time that the employee was not enrolled in the HMO.

Should the employee switch from HMO to Traditional insurance, the employee shall remit to the City a lump sum amount equal to a pro-rated portion of the incentive payment based on the number of months out of the fiscal year in which the employee did not have HMO coverage. For example, if an employee switches insurance from the HMO to Traditional Plan beginning December 1, the employee would owe the City  $7/12^{\text{ths}}$  of the \$1,000 incentive payment.

### **ARTICLE III - HEALTH INSURANCE (continued)**

This HMO incentive program applies to all levels of coverage (i.e. single, two-person, family). Employees who opt out of the City's health insurance altogether are not eligible for the HMO incentive, subject to the reinstatement provision contained in the above paragraph. The HMO incentive payment shall not be counted in final average compensation for the purpose of retirement nor shall an Act 345 pension contribution be deducted from the HMO incentive payment.

#### ***SECTION 2.***

- A. The City of Madison Heights will pay Blue Cross/Blue Shield on a certified plan for semi-private service for any full time employee who is disabled and unable to work as a result of an injury arising out of the course of employment until retirement age.
- B. The City of Madison Heights will pay for the same Blue Cross/Blue Shield coverage set forth in 2A above for any employee with at least one year of service who is disabled and unable to work as a result of a non-duty related injury or illness up to a maximum period of two (2) years beginning the month after the employee is disabled.
- C. For purposes of *Section 2, Parts A and B*, whether or not an employee is disabled will be determined according to standards established in the Michigan Worker's Disability Compensation Act.

***SECTION 3.*** The City of Madison Heights shall pay the premium for the current basic eye program as provided by Cooperative Services, Inc., 7404 Woodward, Detroit, Michigan.

**BENEFITS:** Each eligible employee, spouse, all dependent children under 19 years of age and bona fide dependent college students are entitled to an eye examination and a pair of glasses, if needed, once every two years.

This plan provides singled vision lenses or for wearers of bifocals a choice of Kryptok or D-seg 25mm bifocal lenses or trifocal lenses, in glass or plastic. There is an allowance of \$20.00 towards any frame.

Or for patients who prefer contact lenses to glasses, there will be an allowance towards contact lenses. This exam is a necessary prerequisite to determine if contact lenses are suitable for the patient.

Or for post cataract patients, there will be a \$50.00 allowance towards the total cost for lenticular lenses.

**SURCHARGES:** A patient selecting other items available in the optical office but not included in the plan (i.e. other multifocal lens types, oversize lenses, more expensive frame styles or indoor tints) would pay his own surcharge. A patient selecting frames not included in the funded plan, would pay the marked price minus \$20.00.

There will be a lens surcharge on heavy prescriptions when the lens power exceeds 10.00 diopters spherical and/or 4.00 diopters cylindrical. Glasses will be available to wearers of corrective lenses only. This plan does not cover outdoor tints (sun glasses).



### ARTICLE III - HEALTH INSURANCE (continued)

**SECTION 4.** The City shall pay the premium for the current Delta Dental basic program.

The basic coverage as herein provided is Class I benefit, basic dental services, 75%; Class II benefit, prosthodontic dental services, 75%. The maximum benefit per person per contract year is \$1,000 for Class I and Class II benefits.

Effective with the ratification of this contract, the City shall provide Class III orthodontic coverage for minor dependents (to age 19) with a lifetime maximum of \$1,000 per eligible person.

**SECTION 5** The City of Madison Heights shall assume the full cost of Blue Cross/Blue Shield insurance for MVF-1, semi-private, FAE rider, prescription drug rider and for master medical insurance for all full term retirees and their spouses for employees retiring on or after July 1, 1981. Full term retirement shall be defined as twenty-five years of service. The following provisions shall apply;

- A. Upon the death of a retiree, retiring on or prior to December 31, 1989, the City's obligation to provide hospitalization insurance to the spouse shall cease.

The City shall continue to provide hospitalization insurance to the spouse, upon the death of a retiree retiring on or after January 1, 1990, unless the spouse shall remarry. If the spouse of a retiree, entitled to continued hospitalization insurance coverage under this subsection upon the retiree's death, obtains employment elsewhere following the retiree's death, said spouse shall have the option of obtaining hospitalization insurance with the subsequent employer or retaining the coverage enumerated above. In no event will the spouse be allowed to retain two or more separate hospitalization insurance plans. In the event the spouse obtains, at the spouse's option, hospitalization insurance elsewhere, there shall be no liability with the City. Upon termination of subsequent employment the spouse, after giving notice to the City, may resume with the City, retiree hospitalization insurance as was in effect at the time of the retiree's retirement.

- B. If a retiree obtains employment elsewhere, said retiree shall have the option of obtaining hospitalization insurance with the subsequent employer or retaining the coverage enumerated above. In no event will the employee be allowed to retain two or more separate hospitalization insurance plans. In the event the employee obtains, at his option, hospitalization insurance elsewhere, there shall be no liability with the City. Upon termination of subsequent employment the retiree, after giving notice to the City, may resume with the City, retiree hospitalization insurance as was in effect at the time of his retirement.
- C. The City shall assume the cost of Blue Cross/Blue Shield hospitalization insurance as defined above for all employees who retire under a duty connected disability and for their allowable dependents. The provisions of *Subsection (B)* shall apply as to the employee obtaining other employment and/or other hospitalization insurance.

**ARTICLE III - HEALTH INSURANCE (continued)**

**SECTION 6.** The employer agrees that each employee may submit to a physical examination each year. The examination shall be performed by a physician and shall include the following:

1. Chest X-Ray
2. Blood SMA 19-Routine Lab Test
3. Eye examination (may include examination by ophthalmologist)
4. Electrocardiogram
5. Blood pressure
6. Urinalysis

The employer shall assume all costs involved for each employee obtaining said physical examinations, not to exceed one-hundred twenty-five dollars (\$125.00).

**SECTION 7.** The City shall assume the cost for an annual influenza vaccination for all employees and shall assume the cost of DTP vaccination to be administered once every ten years unless directed otherwise in writing to the City by a physician.

**ARTICLE IV - FAMILY AND MEDICAL LEAVE**

Nothing in this Agreement shall supersede the City's policy to comply with the Federal Family and Medical Leave Act (FMLA).

If, during the FMLA leave period, the employee is able to use accrued leave time to achieve the required number of normal service days in the month which is defined as eight (8) days for 24-hour personnel and eighteen (18) days for 8-hour personnel, the employee shall continue to receive all benefits. If, during the FMLA period, the employee is on unpaid status and is unable to achieve the required number of normal service days in the month as defined herein, the employee shall receive group health insurance benefits (i.e. hospitalization, dental, optical) and life insurance benefits only.

## **ARTICLE V - WORKER'S DISABILITY COMPENSATION**

**SECTION 1.** Provisions of the Michigan Worker's Disability Compensation Act shall apply in all accidents or injuries to employees in the line of duty. Each person occupying a position of permanent full time employee, who is unable to work as a result of an injury arising out of the course of employment, shall receive full pay for the one (1) week waiting period required by the Worker's Disability Compensation Act, which shall not be chargeable to the employee's sick leave, provided, that an employee who does receive worker's disability compensation for the first week of injury shall pay over such compensation to the City of Madison Heights. Further, the payment shall be the amount provided under the Michigan Worker's Disability Compensation Act, to which the City shall add an amount in addition to the amount being received from the worker's disability compensation payment, which shall equal ninety (90%) percent of the employee's net pay at the time of the injury. Net pay as referred to herein, shall be the annual gross base less federal and state income taxes, at the time of injury. The employee shall have the option of using accumulated sick time to make up the difference between 90% and 100% of net pay. Sick pay shall then be charged at four hours for each work day used since fire fighter's sick time is charged on a 15- hour per month and 180- hour year basis. Once established, the amount paid by the City shall not increase and two (2) years from the date of injury all City payments and benefits shall cease. If, within said two (2) year period, the employee shall become qualified for assistance under Michigan Act 345, as amended, or if the employee becomes able to work in some business or occupation other than regular employment at the time of injury which will pay an amount substantially equal to or more than that allowed by Public Act 345 for total disability retirement, the city's amount shall be terminated. Ability to work in another business or occupation will be determined by a medical committee composed of one doctor selected by the City, one doctor selected by the M.H.F.F.A. and a third medical doctor selected by the first two (2) doctors. The City and the M.H.F.F.A. shall each pay for their own selected doctor and shall share equally the cost of the third doctor. Failure on the part of the disabled employee to submit to such medical examination, shall automatically terminate the City's obligation hereunder.

**SECTION 2.** In no case shall compensation provided by the City plus monies received from all City paid insurance sources during periods of disability exceed the employee's actual wage.

## ARTICLE VI - LIFE INSURANCE

**SECTION 1.** Upon ratification of this contract, the employees shall be entitled to group life insurance valued at \$25,000.00. The entire cost of premiums for same shall be assumed and paid by the City of Madison Heights. Employees may purchase such additional group life insurance through the City, as the insurance carrier will allow, if desired. The additional premium may be deducted from the employee's pay. The City will pay the necessary premiums for continuation of \$25,000.00 life insurance for any employee disabled, in accordance with provision of the group policy if said employee was injured on the job or if said employee has been an employee for one (1) continuous year prior to the disablement. This insurance shall be paid up to retirement age of the employee.

**SECTION 2. LIFE INSURANCE AT RETIREMENT.** Commencing July 1, 1976, and upon retirement with a City pension, each employee shall be entitled to a group life insurance policy valued at \$2,500.00. The entire cost of premiums for same shall be assumed and paid by the City of Madison Heights.

Commencing July 1, 1995, and upon retirement with a City pension, each employee shall be entitled to a group life insurance policy valued at \$10,000.00. The entire cost of premiums for same shall be assumed and paid by the City of Madison Heights.

**ARTICLE VII - LONGEVITY PAY**

All employees having completed five (5) or more years of continuous service shall be eligible to receive longevity pay on the first payday after their anniversary date.

After completion of 5 years but less than 10 years	2% of base pay (excluding cola, overtime and premium pay)
After completion of 10 years but less than 15 years	4% of base pay (excluding cola, overtime and premium pay)
After completion of 15 years but less than 20 years	6% of base pay (excluding cola, overtime and premium pay)
After completion of 20 years and over	8% of base pay (excluding cola, overtime and premium pay)

During the contract in which the employee retires under one of the City's retirement plans, the employee shall be entitled to receive, at the time of retirement, a pro-rated portion of the longevity. All longevity compensation is subject to deduction for income tax, and retirement.

**ARTICLE VIII - VACATIONS**

**SECTION 1.** All full time fire fighters with a total service as indicated below will receive vacation leave on their anniversary date:

**24-Hour Employees**

1 Year thru 4 years service	144 hours per year
5 Years thru 9 years service	192 hours per year
10 Years thru 14 years service	240 hours per year
15 Years service and over	288 hours per year

**8-Hour Employees**

1 Year thru 4 years service	80 hours per year
5 Years thru 9 years service	120 hours per year
10 Years thru 14 years service	160 hours per year
15 Years service and over	200 hours per year

**SECTION 2.** Probationary fire fighters at the completion of one year of service, shall earn vacation time beginning retroactive to the first date of hire.

Probationary fire fighters shall be granted vacation without deduction of pay for a period of one-half (1/2) work day for each holiday actually worked during the first year of service subject to *Article IX, Section 2*. All accumulated vacation days of probationary fire fighters will be taken in consecutive calendar days as approved by the Department Head.

**SECTION 3.** Vacation leave shall be paid at the authorized regular rate of pay being earned at the time the vacation is taken. Employees who are leaving the service of the City for any reason and are entitled to receive payment for accrued vacation will be paid for such time. An employee who has served over one year shall be paid for any accrued vacation due on leaving the service of the City.

**SECTION 4.** Vacation leave credits shall accrue from the date an employee enters the service of the City. Vacation leave shall be granted to employees covered hereby by the management representative of the Fire Department who is in charge of scheduling vacations.

**SECTION 5.** All requests for vacation must be submitted to and approved by the Department Head.

**SECTION 6.** Vacations shall be accumulative not to exceed 216 hours for the fire fighter assigned to a twenty-four hour day schedule and not to exceed 280 hours for the fire fighter assigned to an eight-hour day schedule.

Unused accumulated vacation leave shall not exceed 216 hours for a fire fighter assigned to a 24-hour day schedule and shall not exceed 280 hours for a fire fighter assigned to an 8-hour day schedule. Unused accumulated vacation leave is defined as the maximum vacation leave that a Fire Fighter is permitted to carry over from year to year.

**ARTICLE VIII – VACATIONS (continued)**

- B. On each fire fighter's anniversary date, current vacation leave shall be credited as specified in *Section 1*, above. Current vacation leave is defined as vacation that a fire fighter is credited on his or her annual anniversary date.
- C (I). A fire fighter on a 24-hour day schedule, who retires on his/her anniversary date, shall be entitled to be paid for a maximum of 216 hours of unused accumulated vacation leave and a maximum of 288 hours of current vacation leave. In addition, said fire fighter shall be paid for a maximum of 80 hours of holiday time, the method of payment of which is hereinafter specified in *Article IX, Section 2*.
- C (II). A fire fighter on a 24-hour day schedule, who retires on his/her anniversary date, shall be entitled to have a maximum of 378 hours of unused accumulated vacation leave and/or current vacation leave and/or holiday time included in his/her average final compensation as provided in *Article XXI, Section 2*. Any unused accumulated vacation leave and/or current vacation leave and/or holiday time in excess of the maximum of 378 hours which is included in average final compensation, up to the maximum amount set forth in *Paragraph (C)(I)*, shall be paid to the fire fighter in cash.
- D (I). A fire fighter on an 8-hour day schedule, who retires on his/her anniversary date, shall be entitled to be paid for a maximum of 280 hours of unused accumulated vacation leave and a maximum of 200 hours of current vacation leave.
- D (II). A fire fighter on an 8-hour day schedule, who retires on his/her anniversary date, shall be entitled to have a maximum of 280 hours of unused accumulated vacation leave and/or current vacation leave included in his/her average final compensation as provided in *Article XXI, Section 2*. Any unused accumulated vacation leave and/or current vacation leave in excess of the maximum of 280 hours which is included in average final compensation, up to the maximum amount set forth in *Paragraph (D)(I)*, shall be paid to the fire fighter in cash.
- E (I). A fire fighter on a 24-hour day schedule, who retires/terminates on a date other than his/her anniversary date, shall accrue 24 hours of current vacation leave for each month in which said fire fighter has been paid for 8 days.
- E (II). A fire fighter on a 24-hour day schedule, who retires on a date other than his/her anniversary date shall be paid for and have a maximum of 378 hours of unused accumulated vacation leave and/or current vacation leave and/or accrued holiday time included in his/her average final compensation as provided in *Article XXI, Section 2*. Any unused accumulated vacation leave and/or current vacation leave and/or accrued holiday time in excess of the maximum of 378 hours which is included in average final compensation must be either used by the fire fighter prior to retirement or will be used to extend the effective retirement date.



**ARTICLE VIII – VACATIONS (continued)**

- F (I). A fire fighter on an 8-hour day schedule, who retires/terminates on a date other than his/her anniversary date shall accrue 16.67 hours of current vacation leave for each month in which said fire fighter has been paid for 18 days.
- F (II). A fire fighter on an 8-hour day schedule, who retires on a date other than his/her anniversary date shall be paid for and have a maximum of 280 hours of unused accumulated vacation leave and/or current vacation leave included in his/her average final compensation as provided in *Article XXI, Section 2*. Any unused accumulated vacation leave and/or current vacation leave in excess of the maximum of 280 hours which is included in average final compensation must be either used by the fire fighter prior to retirement or will be used to extend the effective retirement date.
- G. Upon termination of employment for reasons other than retirement, a fire fighter shall be entitled to be paid for unused accumulated vacation leave and any unused accrued current vacation leave as specified in *Subsections (E)(I) and (F)(I)*.
- H. It is understood that at the time of retirement or termination, a fire fighter shall only be paid under this *Section 6* for unused accumulated vacation leave, unused current vacation leave and/or holiday time that he/she had previously earned or accrued.

## ARTICLE IX - HOLIDAYS

### **SECTION 1.** THE RECOGNIZED HOLIDAYS FOR **24-HOUR EMPLOYEES** SHALL BE:

Independence Day	Day Before New Year's Day
Labor Day	New Year's Day
Veteran's Day	Good Friday
Thanksgiving Day	Easter
Day Before Christmas Day	Memorial Day
Christmas Day	Employee's Birthday

### THE RECOGNIZED HOLIDAYS FOR **8-HOUR EMPLOYEES** SHALL BE:

Independence Day	Christmas Day
Labor Day	Day Before New Year's Day
Veteran's Day	New Year's Day
Thanksgiving Day	Good Friday
Day After Thanksgiving Day	Memorial Day
Day Before Christmas	Employee's Birthday

**SECTION 2.** Fire Fighters are required to work during these holidays when their platoon is scheduled to be on duty. In consideration of the requirement for fire fighters to work during the period that their platoon is scheduled to be on duty as aforesaid, fire fighters are granted an additional three and one-third (3-1/3rd) working days to their regular vacation period which shall be prorated at the rate of 6.66 hours per month actually worked and added to the employee's bank on his/her anniversary date. Provided, further, however, that an employee who has not completed at least three (3) months of service shall be granted the same consideration at the above rate pro-rated from date of hire.

Effective July 1, 1991, the eighty (80) hours of holiday time which prior thereto were partial compensation for holidays shall be purchased by the City on the employee's anniversary date, at an hourly rate computed by dividing the employee's annual gross salary by 2080 hours, rather than credited to the employee's vacation bank as further set forth herein:

**A.** *EMPLOYEES WITH TEN OR MORE YEARS OF SERVICE.*

The City shall purchase all eighty (80) hours annually on the employee's anniversary date.

**B.** *EMPLOYEES WITH FIVE OR MORE YEARS OF SERVICE BUT LESS THAN TEN YEARS.*

The City shall purchase a minimum of forty-eight (48) hours. At the employee's option, the City will purchase all or any part of the remaining thirty-two (32) hours. Each year, at least thirty (30) days prior to the employee's anniversary date, he/she must notify the City in writing if he/she wishes to have the City purchase any hours in excess of the forty eight (48) hours as provided herein.

**ARTICLE IX – HOLIDAYS (continued)**

**C. EMPLOYEES WITH LESS THAN FIVE YEARS OF SERVICE.**

The City shall purchase a minimum of forty (40) hours. At the employee's option, the City will purchase all or any part of the remaining forty (40) hours. Each year, at least thirty (30) days prior to the employee's anniversary date, he/she must notify the city in writing if he/she wishes to have the City purchase any hours in excess of the forty (40) hours as provided herein.

**SECTION 3** In further consideration, a fire fighter who is required to work sixteen (16) hours or more on a holiday, shall receive an extra one-half day's pay which shall be the fire fighter's annual gross base salary divided by 2080 hours times eight (8) hours.

**SECTION 4.** A fire fighter who is required to work eight (8) hours or more on a holiday, shall receive an extra four (4) hours of overtime pay according to the formula in the above *Section 3*.

**SECTION 5.** An employee on an 8-hour day who works on a holiday recognized in *Section 1* above will be compensated at two times his/her regular hourly rate exclusive of his/her holiday pay as set forth in *Section 2* above.

**ARTICLE X - SICK AND OTHER FORMS OF LEAVE**

- A. Employees who work the 54 hour work week shall accrue sick leave at the rate of 15 hours per month for each month in which they have worked eight normal 24 hour duty days. Employees working the 40 hour week shall accrue sick leave at the rate of eight hours per month for each month that they have worked 18 days. Such time shall be computed from the date of appointment and thereafter from the beginning of each fiscal year.
- B. Sick leave for all fire personnel shall be charged on hour per hour basis for time away from duty.
- C. Sick leave for 24-hour employees may be accumulated to a maximum of 528 hours and for the 8-hour employees sick leave may be accumulated to a maximum of 384 hours with the following provisions.

**24-HOUR EMPLOYEE:** All accumulated sick leave hours in excess of 528 as of July 1, 1982 as provided in *Article IX, Part C*, of the July 1, 1982 thru June 30, 1984 collective bargaining agreement between the city and the union shall be held in a reserve sick leave bank and if unused at retirement shall be bought back by the city at 50% of value based on the employee's wage rate at time of retirement.

All sick leave hours up to a maximum of 528 shall be placed in a current sick leave bank. All current sick leave hours accumulated during each contract year in excess of 528 shall be bought back by the city between July 15 and July 30 of each year at 50% of value.

The 50% buy back rate is 50% of the employee's hourly base wage excluding all differentials, premiums, longevity adjustments and other fringe benefits in effect on the last day of the fiscal year.

**8-HOUR EMPLOYEE:** All accumulated sick leave hours in excess of 384 as of July 1, 1982 as provided in *Article IX, part C*, of the July 1, 1982 thru June 30, 1984 Collective Bargaining Agreement between the City and the Union shall be held in a reserve sick leave bank and if unused at retirement shall be bought back by the City at 50% of value based on the employee's wage rate at time of retirement.

All sick leave hours up to a maximum of 384 shall be placed in a current sick leave bank. All current sick leave hours accumulated during each contract year in excess of 384 shall be bought back by the City between July 15 and July 30 of each year at 50% of value. The 50% buy back rate is 50% of the employee's daily base wage, excluding all differentials, premiums, longevity adjustments and other fringe benefits in effect on the last day of the fiscal year.

The above stated buy back of sick time shall be separate and distinct from the employee's short term and long term health and accident wage insurance policies, and further, the number of accumulated sick days shall in no way affect the insurance policies.

## ARTICLE X - SICK AND OTHER FORMS OF LEAVE (continued)

Provided further, however, that an employee who has not completed at least three (3) months of service, shall be granted sick leave at the above rate for attendance at a funeral of the immediate members of their family. Upon completion of their six (6) months probationary period the amount of time used for aforementioned funeral leave shall be deducted commensurately from the employee's sick leave credits.

- D. Sick leave may not be granted in anticipation of future service.

Recognized holidays falling within a period of sick leave shall not be counted as sick hours for the 40-hour employee.

- E. Sick leave shall only be used in case of illness or injury of the employee or as set forth in Part (H) below. Fire Fighters who find it necessary to be absent from their work shift shall obtain leave from their immediate superior prior to commencement of regular scheduled work shift when they are unable to report for work because of illness and/or contemplated absence. Furthermore, absence of an employee for more than one (1) working day without leave or acceptable justification may be cause for immediate dismissal.

- F. Evidence of illness or medical disability must be provided by a medical report for all sick leave granted of two (2) consecutive working days or more; provided, however, that the granting of sick leave for two (2) consecutive work days or more shall also be subject to such verification as the Department Head may see fit to require, including examination by a physician from the City examining agency.

- G. Sick leave may be allowed in cases of sickness or injury occurring during the vacation period. Evidence of such incapacity from the first (1st) day must, however, be provided to the satisfaction of the Department Head and/or City Manager.

- H. Twenty-four (24) hours of sick leave may be allowed in the event of illness of husband, wife or child to arrange for additional help at home, or transportation to hospital or doctors. Prolonged illness of a family member shall not be cause for use of sick leave; provided, however, in case of emergency, additional use of sick leave may be approved by the Department Head and/or City Manager. Eight (8) hours may be allowed in case of 40-hour employee.

- I. Employees retiring with a city pension shall be paid for one-half (1/2) of their accumulated and unused sick hours at their rate of pay at retirement. For the 24-hour employee, the rate shall be based upon annual salary divided by 2808. For the 8-hour employee, the rate shall be based upon annual salary divided by 2080.

**ARTICLE X - SICK AND OTHER FORMS OF LEAVE (continued)**

- J. A "short term and long term" health and accident wage insurance policy shall be purchased through the City of Madison Heights.

Said policy shall pay sixty percent (60%) of the employee's weekly wage after a sixty (60) calendar day waiting period and said payments shall continue until the age of sixty-five (65); provided the employee continues to be qualified, or until the employee is eligible for pension benefits, or until the employee obtains employment reasonably equal to his/her City employment. Any benefits from social security, worker's compensation, or other similar sources, shall be deducted from the wage insurance benefits so that an employee will receive a total of no more than sixty percent (60%) of his/her regular weekly gross wage and; provided further, that at the option of the employee, the sixty-day waiting period may be extended by the use of accumulated sick leave, vacation time or compensatory time and; provided further, that at the option of the employee, the sixty-day waiting period may be extended by the use of accumulated sick leave, vacation time or compensatory time.

In the event of an inadvertent delay of more than fourteen (14) days in the receipt of the insurance check, the City, upon request of the employee, will provide to the employee an advance equal to the amount of the insurance check provided that the employee will assign said insurance check to the City upon receipt thereof; and provided further, that the entire amount advanced by the City shall be repaid by the employee within 60 days from the date of the advance. Commencement of the maternity leave and the expected date of return to duty. The employee may elect to use any accrued sick time prior to going on unpaid maternity leave.

**ARTICLE X - SICK AND OTHER FORMS OF LEAVE** (continued)

K. MATERNITY LEAVE

Nothing in this Agreement shall supersede the City's policy to comply with the Federal Family and Medical Leave Act (FMLA).

**ARTICLE XI - BEREAVEMENT LEAVE**

In the event of death in the immediate family of the employee, the employee shall be entitled, when so required, to three (3) consecutive calendar days leave, which shall be the day of the funeral and the preceding two (2) days. In the event the funeral is 200 miles or more distant from Madison Heights, the employee shall be allowed two (2) consecutive additional days, which shall be the two (2) days following the funeral. If the employee is scheduled to work during either of those two (2) days following the funeral, the employee shall charge the time against sick or vacation time, or the said time shall be without pay. The immediate family shall be deemed to be: husband, wife, child, mother, father, sister, brother, grandparents, grandchild, mother-in-law, father-in-law, step-mother, step-father and relatives living in the same household regardless of relationship. Employees shall be entitled to one (1) day off with pay the funeral day, when so required; in the event of death of an aunt, uncle, niece, nephew, brother-in-law, and sister-in-law, where their attendance is required at the funeral.



## ARTICLE XII - PERSONAL BUSINESS DAYS

Employees shall be granted personal business time off without loss of pay as follows:

**24-HOUR PERSONNEL:** All fire fighters and officers assigned to a 24-hour schedule shall be granted forty-eight hours of personal leave time annually. Such personal leave shall be earned at the rate of twelve hours for each three months actually worked.

**8-HOUR PERSONNEL:** All personnel assigned to an eight hour schedule shall be granted thirty-two hours of personal leave time annually. Such leave time shall be earned at the rate of eight hours for each three months actually worked.

Personal leave time shall not be construed as additional vacation or holiday time and shall be used only for problems that can only be resolved during working hours, and with prior permission of the Department Head. Such permission shall not be unreasonably withheld provided that use of personal business time will not be approved if to do so would require call-in of an off duty fire fighter/fire officer at overtime rates.

Personal leave time shall not be taken in advance of the three-month period in which it is earned. However, in cases of special need, the Chief of the department may approve the use of a personal leave day in advance with the understanding that should the employee's employment with the City be terminated prior to his/her having earned said personal leave day, a dollar amount equal to the employee's daily gross wage shall be deducted from his/her final pay.

## ARTICLE XIII - UNIFORM ALLOWANCE

**SECTION 1.** There shall be a uniform allowance paid to all members of the fire department with six (6) months' service or more (excluding clerical employees). The taxability of the uniform allowance shall be governed by Internal Revenue Service rules.

For each fiscal year the uniform allowance shall be \$550.00 payable at the rate of \$275.00 with the first pay in July, and \$275.00 with the first pay in December.

The first payment shall be prorated according to the number of months from the appointment to the next payment cut-off date which will be figured as the first day of July and the first day of January.

**SECTION 2.** For each fiscal year officers in the Fire Department who are required to wear Class "A" uniforms at all times shall be paid a uniform allowance of \$570.00 per annum paid as in *Section 1*, in \$285.00 increments.

**SECTION 3.** In addition to this, the City shall pay an additional "uniform allowance" in the amounts of \$200.00 to all newly hired Fire Fighters. This uniform allowance is considered to be paid in advance and the City shall deduct from the last pay of any fire fighter quitting the service of the City, a pro-rated amount of the last uniform allowance payment based on the amount of time remaining in the six (6) month period for which that payment was made. This provision shall not apply to persons being discharged. The city shall provide equipment required pursuant to MIOSHA Regulation Part 74 in addition to any other items agreed to by the parties.

**SECTION 4.** Part 74 of the Michigan Occupational Safety and Health Act is hereby incorporated by reference as though fully set forth herein.

## **ARTICLE XIV - GRIEVANCE PROCEDURE**

**SECTION 1.** It is mutually agreed that all grievances arising under and during the terms of this Agreement and questions relating to safety of equipment used shall be settled in accordance with the procedure herein provided. However, safety grievances will go directly to Step 3 of the grievance procedure, and all time limits are reduced by one-half. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the City and the Association.

**SECTION 2.** The Fire Fighters Association shall appoint a grievance committee which shall consist of one member from each platoon and the Vice President of the Association and will furnish the City with the names of its authorized representatives and the members of its grievance committee, and such changes as may occur from time to time in such personnel so that the City at all times, may be advised as to the authority of the individual representatives of the Association with which it may be dealing. The City will, in return, through its administrative heads, keep the Association advised as to its representatives.

**SECTION 3.** The Union president or designee can investigate and process grievances with prior approval of the officer-in-charge on a reasonable amount of duty time, without loss of pay. In addition, any arbitration procedure will be covered by this section.

**SECTION 4** A grievance is defined as a claim that a specific article or section of this contract and/or the rules and regulations of the Madison Heights Fire Department have been violated. If any grievance arises over the interpretation or application of the contents of this Agreement or the supplements thereto, there shall be an earnest effort on the part of the parties to amicably settle such through the following procedures:

- STEP 1.** If the employee feels that he/she has a grievance, the employee may discuss the grievance with the immediate supervisor or refer the grievance to the grievance committee member on the platoon.
- STEP 2.** If the matter is thereby not resolved, the grievance committee member may discuss the matter with the officer-in-charge in an attempt to arrive at an adequate solution.
- STEP 3.** If the grievance cannot be resolved, the grievance committee member shall take it to the association's grievance committee which committee must, within seven (7) calendar days from the date of the event about which the grievance is subject, reduce the grievance to writing and submit grievance to the Chief of the Department.
- STEP 4.** The Chief of the Department shall then have seven (7) calendar days within which to file a written answer to the grievance. If agreement cannot be reached at the Chief of the Department's level, the grievance and the answer of the Department Chief along with any other supplemental documents, shall be submitted to the City Manager within seven (7) calendar days.

**ARTICLE XIV - GRIEVANCE PROCEDURE (continued)**

*STEP 5.* Within seven (7) calendar days from receiving such notice, the City Manager shall make a determination and reduce same to writing, supplying copies of the answer to the employee involved, the Association and the Department.

*STEP 6.* In the event that the grievance is still unresolved after the response is due from the City Manager, either party may submit the grievance within seven (7) calendar days to final and binding arbitration to be conducted by the American Arbitration Association in accordance with the rules of the Association. An employee who has been disciplined or discharged may, at the employee's option within seven calendar days, elect to submit a grievance concerning said discipline and/or discharge to the Civil Service Commission, established under the provisions of Act 78 of 1935 as amended. An employee who selects the provisions of Act 78 shall be barred from the arbitration procedures set forth herein, and, likewise, an employee who selects the arbitration procedure shall be barred from the procedures established under Act 78.

***SECTION 5.*** Expense for the arbitrator's services and proceedings shall be born equally by the City and the Association.

***SECTION 6.*** The grievance must be taken up promptly and no grievance will be considered or discussed unless it is presented within the time limits presented above, unless extensions of those time limits are mutually agreed upon. This grievance procedure shall be followed except that any Fire Fighter may at any time, present a grievance directly to the Chief of the Department and have the grievance adjusted without intervention of the grievance committee, provided, however, that the adjustment is not inconsistent with the terms of this Collective Agreement or applicable law, and provided further, that the time limits specified herein shall apply to any grievance which is filed directly with the Chief by an individual Fire Fighter.

## ARTICLE XV - SENIORITY

**SECTION 1** Seniority shall be considered on a department-wide basis in accordance with the employee's last date of hire.

**SECTION 2. PROBATIONARY EMPLOYEES:** New employees hired in the Madison Heights Fire Department shall be considered as probationary employees for eighteen months from date of hire or one year after successful completion of required fire fighter and basic emergency medical technician training whichever is less but in no event shall the probationary period exceed eighteen months. Probationary employees who fail to successfully complete the required fire fighter and basic emergency medical technician training on the first occasion except as a result of a job related disabling injury shall be terminated without recourse to the grievance procedure. An employee who successfully finishes the probationary period, shall be entered on the seniority list of the Fire Department and shall rank for seniority from the beginning date of said probationary period. There shall be no seniority among probationary employees.

**SECTION 3.** The Madison Heights Fire Fighters Association shall represent probationary employees for the purpose of collective bargaining with respect to rates of pay, hours of employment, and other conditions of employment, except discharge or discipline of employees for other than collective activities as permitted by Public Act 379 of 1964 as amended. A seniority list of all Fire Fighters shall be furnished to the Association by the City once a year and seniority shall apply in all areas, not in conflict with Act 78, when all other considerations are equal.

**SECTION 4.** An employee shall lose status as an employee and seniority (loss of seniority) if the employee: (1) resigns or quits, (2) is discharged for just cause, (3) retires.

## **ARTICLE XVI – CALL-IN TIME, STAND-BY TIME, OVERTIME**

### ***SECTION 1. CALL-IN TIME:***

- A. Call-in time shall be defined as time spent on duty by a Fire Fighter other than a normal work day when called in by the Officer in charge of the Fire Department as a result of an emergency.
- B. Call-in pay shall be at the rate of time-and-one-half. The hourly rate shall be the individual's annual gross base salary divided by 2808 hours times one-and-one-half. Employees shall receive a minimum of three (3) hours pay for each time that they are called in under this Section.

### ***SECTION 2. STAND-BY TIME:***

- A. Stand-by time shall be defined as that time spent on duty by an employee as a result of being called back to duty in the Fire Station as a result of the Department's being short-handed which contemplates a full tour or any part thereof.

Fire Fighters shall not be ordered to "stay home on call" for a period of longer than two (2) hours. Such employees, who are not called for emergency service, may continue in their regular routine.

- B. Fire Fighters shall not accrue compensatory time in lieu of pay for overtime; provided however, that any compensatory time accrued under prior contracts may be held or used by the Fire Fighter. Any unused compensatory time at retirement will be paid at an hourly rate determined by dividing the employee's annual base salary by 2808 hours.

### ***SECTION 3. OVERTIME PAY:***

- A. If a Fire Fighter is present at the station prior to commencement of a shift, and is ordered to work by the Officer in charge, such employee will be paid at the rate of time-and-one-half with a minimum of fifteen (15) minutes.
- B. If a Fire Fighter is required to work after a normal shift by the Officer in charge, such employee will be paid at the rate of time-and-one-half with a minimum of one-half (1/2) hour and then to the closest fifteen (15) minutes worked thereafter. (Hourly rate to be defined as found in *Section 1 (B)*).

## ARTICLE XVII - MANAGEMENT RIGHTS

**SECTION 1.** It is recognized that the management of the City, the control of its properties and the maintenance of order and efficiency, is solely the responsibility of the City. Other rights and responsibilities belonging to the city are hereby recognized, prominent among which, but by no means wholly inclusive are: work to be performed within the unit; amount of supervision necessary; material and equipment selection; methods; schedule of work; together with the selection, procurement, designing, engineering and control of equipment and materials; contract or otherwise except as they may otherwise be limited in this Agreement.

**SECTION 2.** It is further recognized that it is the responsibility of the City for the selection and the direction of the individual employees in each platoon including the right to hire, suspend, or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, subject to the seniority rules, grievance procedure and other express provisions of this Agreement as herein set forth, and the provisions of Public Act 78 of 1935 as amended.

**ARTICLE XVIII - MAINTENANCE OF CONDITIONS**

***SECTION 1.*** Wages, hours and conditions of employment in effect at the execution of this Agreement shall, except as improved herein, be maintained during the term of this Agreement.



**ARTICLE XIX - WAGES**

**SECTION 1.** The following wage rates shall apply during the term of this Agreement:

**July 1, 1997 to June 30, 1998**

	<u>Start</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>
Fire Fighter	\$30,838	\$34,524	\$38,207	\$44,477
	<u>Start</u>	<u>6 Months</u>		
Fire Inspector	\$49,234	\$50,845		
Sergeant	\$49,234	\$50,845		
Fire Marshal	\$53,965	\$55,735		
Lieutenant	\$53,965	\$55,735		

**July 1, 1998 to June 30, 1999**

	<u>Start</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>
Fire Fighter	\$31,763	\$35,560	\$39,533	\$45,811
	<u>Start</u>	<u>6 Months</u>		
Fire Inspector	\$50,711	\$52,370		
Sergeant	\$50,711	\$52,370		
Fire Marshal	\$55,584	\$55,735		
Lieutenant	\$55,584	\$57,407		

**July 1, 1999 to June 30, 2000**

	<u>Start</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>
Fire Fighter	\$32,716	\$36,627	\$40,534	\$47,185
	<u>Start</u>	<u>6 Months</u>		
Fire Inspector	\$52,232	\$53,941		
Sergeant	\$52,232	\$53,941		
Fire Marshal	\$57,252	\$59,129		
Lieutenant	\$57,252	\$59,129		

**July 1, 2000 to June 30, 2001**

	<u>Start</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>
Fire Fighter	\$33,697	\$37,726	\$41,750	\$48,601
	<u>Start</u>	<u>6 Months</u>		
Fire Inspector	\$53,799	\$55,559		
Sergeant	\$53,799	\$55,559		
Fire Marshal	\$58,970	\$60,903		
Lieutenant	\$58,970	\$60,903		

**ARTICLE XIX – WAGES (continued)**

**July 1, 2001 to June 30, 2002**

	<u>Start</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>
Fire Fighter	\$34,708	\$38,858	\$43,003	\$50,059

	<u>Start</u>	<u>6 Months</u>
Fire Inspector	\$55,413	\$57,226
Sergeant	\$55,413	\$57,226
Fire Marshal	\$60,739	\$62,730
Lieutenant	\$60,739	\$62,730

**SECTION 2.** In the event a member of the Fire Department is required by the Chief, or in his absence the Acting Chief, to assume duties of a higher position that member will receive the beginning rate of pay for that higher position for all time spent in the position.

There shall be at least one Officer, excluding the Chief, at each station, and if there is not, then the Chief, or in his absence the Acting Chief, shall assign a Fire Fighter to the duties of a higher position.

The person selected to fill the position will be the high employee on the eligibility list for that position. If no list exists, the high seniority employee shall be selected. Vacancies of less than seven (7) working days will be filled from the same platoon under the above guidelines.

The Acting Chief will not receive Chief's wages.

**SECTION 3** The Chief shall appoint by written order, an Acting Platoon Commander in the event a Platoon Commander is absent for a period in excess of 30 days. Such absence shall exclude vacation time, which is not due to illness, or injury where it appears the platoon commander will eventually return to work. Said acting appointment shall be made no later than 30 days from the first day of the absence, or less, at the sole discretion of the Chief.

The officer receiving the Acting Platoon Commander appointment shall be the sergeant ranked number one on the lieutenant eligibility list at the time of the acting appointment. If an eligibility list is not in effect at the time of the acting appointment, the Chief shall appoint the sergeant with the most rank seniority.

The Acting Platoon Commander shall receive the beginning rate of pay for the lieutenant classification for a period not to exceed six months. In the event the acting appointment shall remain in place for a period in excess of six months, the Acting Platoon Commander shall receive full lieutenant's pay commencing with any time worked in excess of six months from the initial appointment.

## **ARTICLE XIX – WAGES (continued)**

An acting appointment made hereunder shall not be subject to further competitive examination nor time limits as set forth in M.C.L.A. 38.511 (c).

An acting appointment hereunder in excess of six months shall not be considered a permanent appointment notwithstanding the provisions of M.C.L.A. 38.512 (b).

In the event the platoon commander shall return to work or in the event there is no further need for an Acting Platoon Commander, the Chief shall by written order rescind the acting appointment.

**SECTION 4. COST OF LIVING ALLOWANCE.** Beginning with the effective date of this Agreement, employees covered under this Agreement shall receive a cost of living allowance in accordance with the following provisions:

- A. The amount of the cost of living allowance for Fiscal Years 97/98, 98/99, 99/2000, 2000/01, and 01/02 shall be determined with the change in the bureau of labor statistics consumer price index for Detroit, Michigan, (1967=100) hereinafter referred to as the "index", from the index at the end of June in each Fiscal Year, June 30, 1997, June 30, 1998, June 30, 1999, June 30, 2000, and June 30, 2001, respectively.

**24-HOUR PERSONNEL:** The allowance shall consist of a base which shall be the amount in effect at the end of June in each fiscal year, plus one cent per hour for each 0.4 change in the index up to a maximum of 25.93 cents per hour which shall include the base which existed at the end of June in each respective year. In no event shall the allowance exceed 25.93 cents per hour.

**8-HOUR PERSONNEL:** The allowance shall consist of a base which shall be the amount in effect at the end of June in each fiscal year plus one cent per hour for each 0.4 change in the index up to a maximum of .35 cents per hour which shall include the base which existed at the end of June in each respective year. In no case shall the allowance exceed .35 cents per hour.

- B. The cost of living allowance shall be paid to each employee in one lump sum at the end of each quarter next following July 1<sup>st</sup> of each year. Such compensation shall include vacation payments, holiday payments, and call-in pay. Cost of living adjustments shall not be considered as part of the base wage for purposes of collective bargaining.

**ARTICLE XX - FOOD ALLOWANCE**

In addition to the above wages, there shall be provided to each Fire Fighter and Officer for the term of this contract an annual food allowance of \$600.00. This food allowance shall be figured on a fiscal year basis and shall be prorated for new employees from their date of hire to the following July 1<sup>st</sup>. All such "food allowances" shall be paid in two (2) equal installments payable on July 15<sup>th</sup> and December 15<sup>th</sup>, and shall not be paid in advance. The taxability of the food allowance shall be governed by Internal Revenue Service rules.

Effective July 1, 1995, the annual food allowance shall be \$800.00.

## ARTICLE XXI - PENSIONS

**SECTION 1.** Pensions have been and shall continue to be provided pursuant to Act 345, Public Acts of 1937, as amended. As allowed under M.C.L.A. 38, 556 (1) (E), as in effect on May 11, 1977, average final compensation shall mean "the average of the 3 years of highest annual compensation received by a member during his 10 years of service immediately preceding his retirement or leaving service." Said change shall be effective May 11, 1977.

**SECTION 2.** Commencing on July 1, 1986, upon retirement from service following completion of 25 years of service, a member shall receive a retirement pension payable throughout the member's life of 2.5% of the member's average final compensation multiplied by the first 25 years of service credited to the member, plus 1% of the member's average final compensation multiplied by the number of years, and fraction of a year, of service rendered by the member in excess of 25 years.

Effective on ratification of this contract, upon subsequent retirement from service following completion of 25 years of service, a member shall receive a retirement pension payable throughout the member's life of 2.8% of the member's final average compensation multiplied by the first 25 years of service credited to the member, plus 1% of the member's final average compensation multiplied by the number of years, and fraction of a year, of service rendered by the member in excess of 25 years.

Further, upon ratification, the employee contribution to the retirement system shall increase from 5% to 8.93% of payroll. The parties further agree and understand that the 3.93% increase is based on the actuarial valuation done by Gabriel, Roeder, Smith & Company, Actuaries and that this valuation is based on a thirty-year amortization for member contributions only.

Average compensation commencing on July 1, 1986 shall not include any monies paid or due to be paid by the city for sick leave which has been accumulated and banked; nor shall average compensation include more than 378 hours of accumulated and/or current vacation pay for 24-hour employees, nor more than 280 hours for 8-hour employees; nor shall average compensation include more than 86 hours of accumulated compensatory time for 24-hour employees nor more than 64 hours for 8-hour employees; but, final average compensation shall include payment for overtime not related to compensatory time, holiday pay, longevity pay and cost of living allowance, education incentive, food allowance, and uniform allowance. Items included in final average compensation shall be subject to an Act 345 pension contribution deduction and federal and state income tax.

An employee, regardless of the method of pension calculation, shall receive all accumulated sick leave and vacation monies due and owing on retirement as set forth in *Article VIII, Section 6*. An employee may at his/her option elect to leave prior to his/her normal retirement date by utilizing any accumulated vacation leave and/or compensatory time.

No employee hired on or after January 1, 1986 shall have any accrued vacation used for purposes of computation of final average compensation.

ARTICLE XXI – PENSIONS (continued)

*SECTION 3.*

- A. Employer pickup: The City shall pickup the employee contributions required of employees for all compensation earned after the effective date of this provision, January 1, 1995. The contributions, so picked up, shall be treated as employer contributions in determining tax treatment under the United States Internal Revenue Code. The City shall pick up these employees contributions from funds established and available in the employees deferred pension contribution account, which funds would otherwise have been designated as employee contributions and paid to the retirement fund. Employee contributions picked up by the City, pursuant to this provision, shall be treated for all other purposes, in the same manner and to the same extent, as employee contributions made prior to the effective date of this provision. Pursuant to Section 414 (h) of the United States Internal Revenue Code, these employee contributions so picked up shall not be included in total income for income tax purposes.
- B. With respect to this plan amendment and the “pickup” of employee pension contribution set forth in Paragraph (A) above, it is expressly understood and agreed as follows:
- i. This plan amendment is being adopted for the purpose of allowing employees to take advantage of IRS Code provisions which permit government employees to tax shelter their pension plan contributions.
  - ii. The actual current and future total salary of the employee will not be affected by the plan amendment.
  - iii. Employee contributions will be withheld from actual total salary and paid to the plan as has been the practice in the past.
  - iv. Actual total salary will continue to serve as the basis for determining the amount of salary related fringe benefits, including retirement benefits.
  - v. Total salary taxable for Federal Income Tax purposes (salary reported on form W-2) for the employees will be equal to actual total less the employee contribution to the pension plan and further reduced by any deferred compensation under a Section 457 Plan.
  - vi. The City will maintain information which will permit identification of the amount of employee contributions made before and after the plan amendment. This is necessary in order to determine the extent to which a pension plan distribution is taxable income to the employee at the time the distribution is received.

**ARTICLE XXI – PENSIONS (continued)**

- vii. The plan amendment is being accomplished through the collective bargaining process rather than a change in state law.
- viii. An employee does not have the option of choosing to receive the contributed amounts directly instead of having them paid by the City to the retirement system.

**SECTION 4. ANNUITY WITHDRAWAL**

A member retiring with twenty-five years of service may, at the member's option, elect to receive a refund of the member's accumulated contribution including interest on the effective day of their retirement.

Effective with the Fiscal Year beginning July 1, 1994, each member shall no longer be credited with two percent (2%) interest on the member contributions. Instead, as of June 30 of each year, the percentage increase or the percentage decrease, if any, in the market value of the reserve for employee contributions since the last annual adjustment and all income on the reserve for employee contributions for the period shall be credited to or deducted from each member's contribution account, whichever the case may be, which shall be determined by the ratio that each account balance bears to all member contributions in the reserve for employee contributions.

The member's pension shall be reduced by an amount which is the actuarial equivalent to the refunded accumulated contribution including interest. The actuarial equivalent amount shall be computed on the basis of the 1971 group annuity, male mortality table and an interest rate equal to the weighted average yield to maturity of the Merrill Lynch corporate and government master bond index, published monthly by Merrill, Lynch, Pierce, Fenner and Smith, Inc. as provided by the actuary firm for the retirement system.

**SECTION 5.** There shall be no further negotiations on pensions by the parties for the duration of this Agreement.

**SECTION 6.** Effective December 9, 1991, hospitalization insurance for retirees and their spouses shall be paid through the pension system and funded by the police-fire pension millage levy.

**SECTION 7.** The pension terms and benefits for a retiree shall remain as defined by the Collective Bargaining Agreement in effect at the time of his/her retirement.

**ARTICLE XXII - TUITION REFUND AND HIGHER EDUCATION ATTAINMENT**

**SECTION 1.** The City shall assume the full cost of tuition not to exceed four hundred (\$400.00) dollars per employee per fiscal year, for any employee who pursues a course that has a direct relationship to his work or attends a work related seminar or who is pursuing a college degree curriculum which has been approved by the Fire Chief and/or City Manager. If such tuition is granted to an employee and that employee terminates employment with the City within twelve (12) months after completion of the course, the amount of the tuition paid by the City will be deducted from the employee's final pay.

**SECTION 2.** The maximum tuition reimbursement shall be four hundred (\$400.00) dollars per employee per fiscal year. This shall not apply to those courses which have been approved prior to May 11, 1977.

Effective on the contract ratification date, tuition reimbursement is provided in accordance with the following schedule:

Grade of "B" or better.....	100% (up to \$400 annual maximum)
Grade of "C" to "B-".	75% (up to \$400 annual maximum)
Grade below "C".....	no reimbursement

For courses which are otherwise eligible for reimbursement and are only offered on a pass/fail basis, an individual who passes will receive the 100% reimbursement, up to the \$400 annual maximum.

**SECTION 3.** In addition to the above, any Fire Fighter who completes the necessary education for a Fire Science certificate shall receive a prorated increase of \$150.00 which shall be paid in a lump sum at the end of each fiscal year. Furthermore, any Fire Fighter who receives an Associate Degree in Fire Science will also receive an additional prorated \$150.00 paid in the same manner. Any Fire Fighter hired before July 1, 1994 who received a Bachelor's Degree in Fire Science will also receive an additional prorated \$100.00 paid in the same manner. Said payments shall be made subject to presentation and validation of the above.

**SECTION 4.** The taxability of the education incentive pay is covered by Internal Revenue Service rules.

**SECTION 5.** Employees hired on or after July 1, 1994 shall be entitled to receive education incentive pay only those degree(s) outlined in Section 3 above if obtained subsequent to employment with the City of Madison Heights.

**SECTION 6.** Effective on July 1, 1998, Section 5 above is repealed.



**ARTICLE XXIII - RULES AND REGULATIONS**

**SECTION 1.** It is the City's responsibility to adopt, review, and enforce work rules and regulations which shall not be in conflict with the terms of this contract, subject to the rule of reasonableness, provided, however, that application and enforcement of such rules is subject to the grievance procedure.

**SECTION 2.** Fire Fighters will not be required to run new plumbing and new electrical lines, although they will be required to repair and replace such lines when such seems to be necessary and does not require the use of a skilled tradesman.

**SECTION 3.** Fire Fighters will not be required to sell garbage bags per date of this Agreement.

**ARTICLE XXIV - MILITARY LEAVE**

**SECTION 1.** Employees belonging to a national guard, service reserves or other such units are permitted to take a leave of absence with pay during their required annual training period provided such training and services are required to meet minimum military commitments. Pay received by the employees shall be turned over to the city. Vacation time shall not be affected by such leave.

**SECTION 2.** The Selective Service Act as presently existing or as it may be amended from time to time during the life of this Agreement, shall govern the re-employment rights of servicemen.

## **ARTICLE XXV - PROMOTIONS**

### ***SECTION 1. FIRE MARSHAL***

All employees of the Fire Department with at least five (5) years of full-time service will be entitled to take the examination for Fire Marshal. If a vacancy occurs in that position, the person with the highest passing score on the most recent examination held within a period of two (2) years next preceding the date of appointment, and who is willing to accept employment, shall be appointed Fire Marshal. The Fire Marshal shall become a State of Michigan certified Fire Inspector, under the rules adopted by the Michigan Fire fighters Training Council, and shall be required to maintain that certification. Except as modified by this Agreement, the provisions of 1935 P.A. 78 (MCLA 38.501 et seq.) shall apply.

### ***SECTION 2. CHIEF***

Promotion to Chief of the Fire Department shall be excluded from the provisions of P.A. 78 of 1935 as amended and shall be subject to the provisions of the Department Heads Collective Bargaining Agreement provided that the position of Chief will be filled by a member of the Madison Heights Fire Department.

### ***SECTION 3. FIRE INSPECTOR***

All employees of the Fire Department with at least five (5) years of full time service will be entitled to take the examination for Fire Inspector. If a vacancy occurs in that position, the person with the highest passing score on the most recent examination held within a period of two (2) years next preceding the date of appointment, and who is willing to accept appointment, shall be appointed Fire Inspector. The Fire Inspector shall be entitled to take the examination for the positions of Fire Marshal and the next promotional step above the position held prior to appointment as Fire Inspector. Fire Inspectors shall become State of Michigan Certified Fire Inspector, under the rules adopted by the Michigan Fire Fighters Training Council, and shall be required to maintain that certification. Except as modified by this Agreement, the provisions of 1935 P.A. 78 (MCLA 38.501 et seq.) shall apply.

## ARTICLE XXVI - EMERGENCY MEDICAL TECHNICIAN

### **SECTION 1.**

The City of Madison Heights and the Fire Fighters Association agree to comply with the terms and conditions of MCLA 333.1101 known as the "Public Health Code", as amended, and the requirements of the Oakland County Emergency Medical Services Medical Control Board as to qualifications, which are hereby incorporated by reference as though fully set forth herein.

### **SECTION 2.**

- A. The City of Madison Heights will attempt to maintain a minimum nineteen (19) Fire Fighters, including the Swingman, as set forth in *Section 3, Paragraph (D)* and six (6) Fire Sergeants certified by the State of Michigan as Emergency Medical Technicians to perform emergency medical service duties.
- B. The eighteen (18) Fire Fighters having the lowest department seniority, excepting the Swingman as provided in *Section 3, Paragraph (D)*, and the six (6) Fire Sergeants shall be required to obtain and maintain State of Michigan Emergency Medical Technician Certification.
- C. All other Fire Department personnel may, at their option, maintain their state of Michigan Emergency Medical Technician Certification.
- D. The City shall pay the cost of tuition, books, supplies and physical examination necessary to obtain and maintain state of Michigan Emergency Medical Technician Certification.
- E. In the event that the City discontinues operation of the second rescue truck on a permanent basis, the numbers of Basic Emergency Medical Technicians set forth in part a above shall change to thirteen (13) and the number set forth in part b above shall change to twelve (12).

### **SECTION 3.**

- A. The nineteen (19) Fire Fighters as defined in *Section 2, Paragraph (A)* shall be assigned to the Fire Department E.M.S. unit on a rotating basis.
- B. The on-duty Fire Sergeant at headquarters Fire Station shall be assigned to the Fire Department E.M.S. unit, except in situations where the Platoon Commander is absent or the on-duty Fire Sergeant is assigned to other duties by the Fire Chief.
- C. All other Fire Department personnel who maintain their certification as set forth in *Section 2, Paragraph (C)* may, at their request, be assigned to the E.M.S. unit for a minimum of one (1) complete work day or when it would be necessary to call in off-duty personnel to maintain E.M.S. unit staffing requirements.

**ARTICLE XXVI - EMERGENCY MEDICAL TECHNICIAN (continued)**

- D. The position of Fire Department Swingman shall be offered to the Fire Fighter having the most Department seniority and currently possessing state of Michigan certification as an Emergency Medical Technician. The Fire Department Swingman shall remain in that position and maintain his/her E.M.T. certification until such time that a new Fire Fighter is hired possessing State of Michigan certification as an Emergency Medical Technician; at which time, the Swingman position may, at the Swingman's option, be vacated. The Swingman position shall then be offered to the Fire Fighter with the highest department seniority and E.M.T. certification. If said Fire Fighter refuses to accept the Swingman position, then it shall be offered to each successive Fire Fighter with the highest department seniority and E.M.T. certification until the position is filled.
- E. Any certified Emergency Medical Technician not assigned to emergency medical service duties as set forth herein, shall be assigned to regular Fire Fighter duties.

***SECTION 4.***

All Fire Department employees shall be covered by liability insurance maintained by the City while acting in the course of their duties and within the scope of their training in an amount which is sufficient to cover reasonably anticipated civil damages, if any. When a Fire Department employee needs legal assistance in a matter which arises in the course of his/her duties, he shall have the right to request and receive such legal assistance from the City at no charge to the employee. The City shall indemnify and hold harmless all Fire Department employees for any damages incurred in excess of liability insurance coverage maintained by the City other than that arising out of the willful or wanton misconduct and/or gross negligence of Fire Department employees.

**ARTICLE XXVII - INSURANCE CARRIER**

The City shall have the right to change insurance carriers for fringe benefits after July 1, 1979, provided that the employee receives similar or greater benefits with any new insurance program. If the parties are in conflict on the benefits and a grievance is filed, the parties will select an arbitrator who has experience and expertise in the insurance field.

**ARTICLE XXVIII - TERM OF AGREEMENT**

**SECTION 1. DURATION:** This Agreement shall be deemed to have become effective the first day of July, 1997, and shall remain in force and in effect up to and including June 30, 2002.

**SECTION 2.** In the event that negotiations extend beyond the expiration of this Agreement, the terms and provisions of this Agreement shall by mutual consent, remain in full force and effect pending agreement upon a new contract.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

CITY:

CITY OF MADISON HEIGHTS

BY: Edward C. Swanson  
Edward C. Swanson  
Mayor

BY: Jon R. Austin  
Jon R. Austin  
City Manager

ASSOCIATION:

MADISON HEIGHTS FIRE FIGHTERS  
ASSOCIATION

BY: Jon Joyce  
Jon Joyce  
President

BY: Shawn P. Knight  
Shawn Knight  
Vice-President

BY: John Morgan  
John Morgan  
Secretary

BY: Kevin Scheid  
Kevin Scheid  
Treasurer

APPROVED AS TO FORM:

Howard L. Shifman  
Howard L. Shifman  
Special Labor Counsel

## Letter of Understanding

WHEREAS, the City of Madison Heights ("the City") and the Madison Heights Fire Fighters Association ("the Union") are parties to a Collective Bargaining Agreement; and,

WHEREAS, the City Council of Madison Heights directed staff to investigate the feasibility of upgrading the City's current Basic Life Support (BLS) service by the Fire Department to the level of Advanced Life Support (ALS); and,

WHEREAS, a citizens ballot proposal study committee indicated a willingness to support a ballot proposal for the funding of ALS; and,

WHEREAS, City Council concurred with the City negotiating team's recommendation to delay consideration of ALS pending a labor agreement between the City and the Union on appropriate issues; and,

WHEREAS, the parties have met to discuss the proposed ALS operation and to negotiate those aspects of ALS which are subject to collective bargaining; and,

WHEREAS, the parties conducted a joint survey of many area communities to determine levels of service and staffing, equipment and financial requirements.

NOW, THEREFORE, IT IS MUTUALLY AGREED AND UNDERSTOOD as follows:

1. This Letter of Understanding shall become effective upon: (1) execution by the parties, (2) the securing of appropriate funding for ALS by the City Council, and (3) the upgrade of service from the BLS to ALS level as the rescue units are activated.
2. There shall be a minimum of eighteen (18) Fire Fighter and three (3) Sergeant positions that will be required to obtain and maintain ALS certification. Lieutenants are excluded from the ALS program. Within the respective ranks of Fire Fighter and Sergeant, the City will first seek to fill the ALS positions with volunteers irrespective of seniority or other qualifications. Should one or more of the top three senior Sergeants volunteer for an ALS slot, then the senior Sergeant(s) shall be assigned to the Headquarters Fire Station. Should a recruitment of volunteers fail to fill the required number of position(s), the remaining unfilled positions shall be filled through mandatory selection in order of reverse departmental seniority, within the ranks of Sergeant and Fire Fighter, respectively.
3. The "first attempt" to obtain ALS licensure shall be defined as the first round of classes and practicals and shall include all tests and retests allowed by the State under one round of classes. Regarding the first attempt, candidates shall be permitted to attend all classes and take all examinations while on duty and at City expense. Under current State guidelines, the initial testing includes one retest of any examination. If the candidate fails an initial examination, the retest is mandatory.



The City shall make a good faith effort to assist candidates with obtaining ALS licensure. This good faith effort shall include coordinating the services of a test proctor, if necessary. If the test proctor is unavailable during on duty hours, the candidate shall attend the proctoring session(s) on his or her own time.

4. All positions assigned to the ALS program shall receive an ALS premium pay equal to 6.4% of base wage. An employee shall be entitled to receive the premium pay only after earning all necessary licenses and only while required to maintain the ALS certification. No premium pay will be owed to an employee until the employee's ALS unit is activated and available for service. Such premium pay shall count toward final average compensation for pension purposes.
5. Candidates filling the ALS positions shall be required to serve as ALS paramedic for a minimum of six (6) years unless another employee of same rank who holds an ALS license and who is not currently in one of the ALS positions agrees to fill the ALS slot. In this case, the employee wishing to opt out of the ALS program early will be permitted to do so.

Any ALS employee who terminates employment prior to the end of the six year requirement shall be required to reimburse the City for the City's portion of expense for ALS tuition, books, and testing costs.

FOR THE CITY:

FOR THE UNION:

Jon R. Austin

Jim Joyce

Benjamin I. Meyer

James E. Hart, sec.

6-24-97

Date

4-15-97

Date





