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COLLECTIVE BARGAINING AGREEMENT

Troy, City of

CITY OF TROY, MICHIGAN

AND

TROY FIRE STAFF OFFICERS ASSOCIATION
(In Association with the MAFF, Mich. Assoc. of Fire Fighters)

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

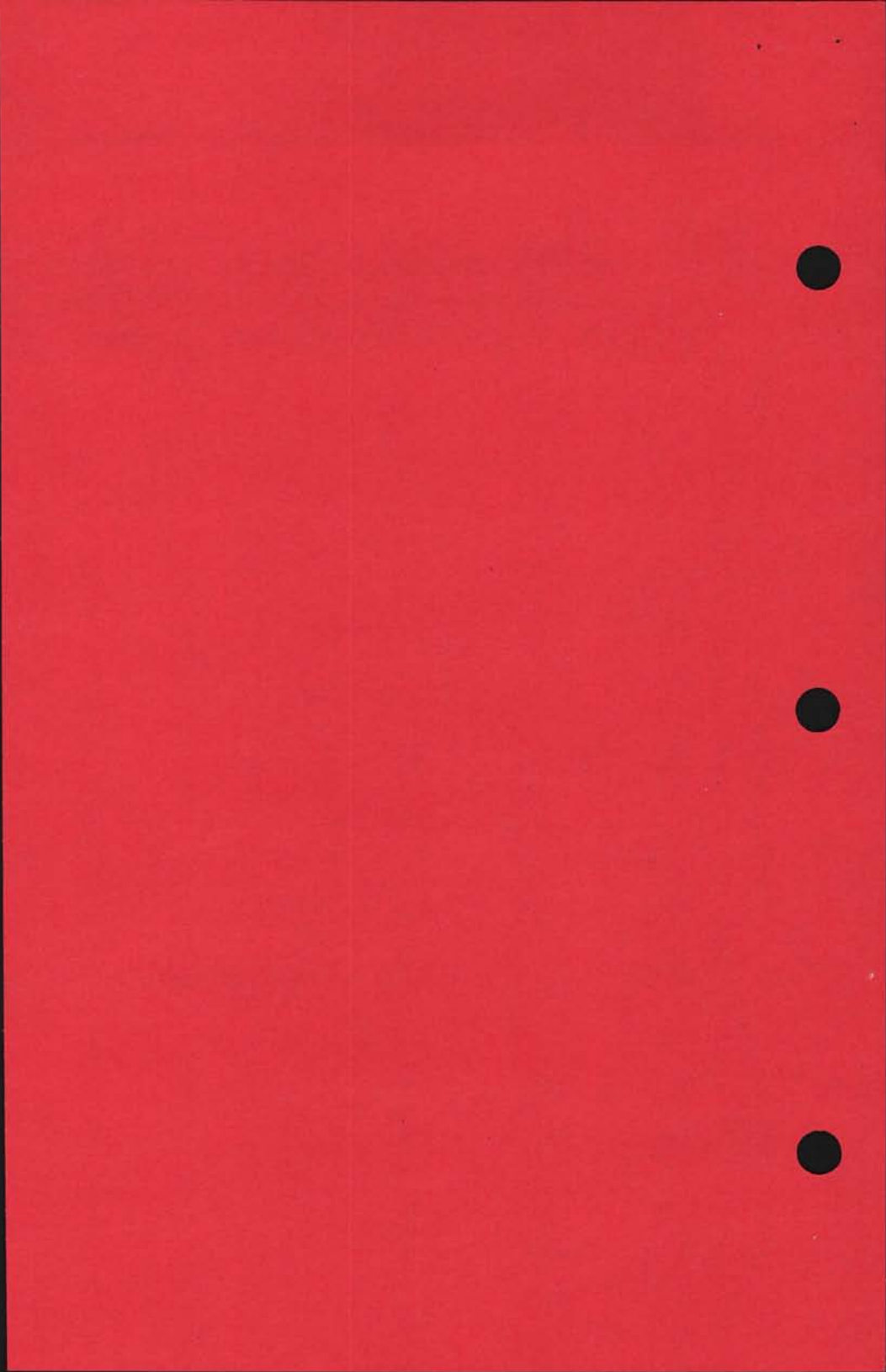
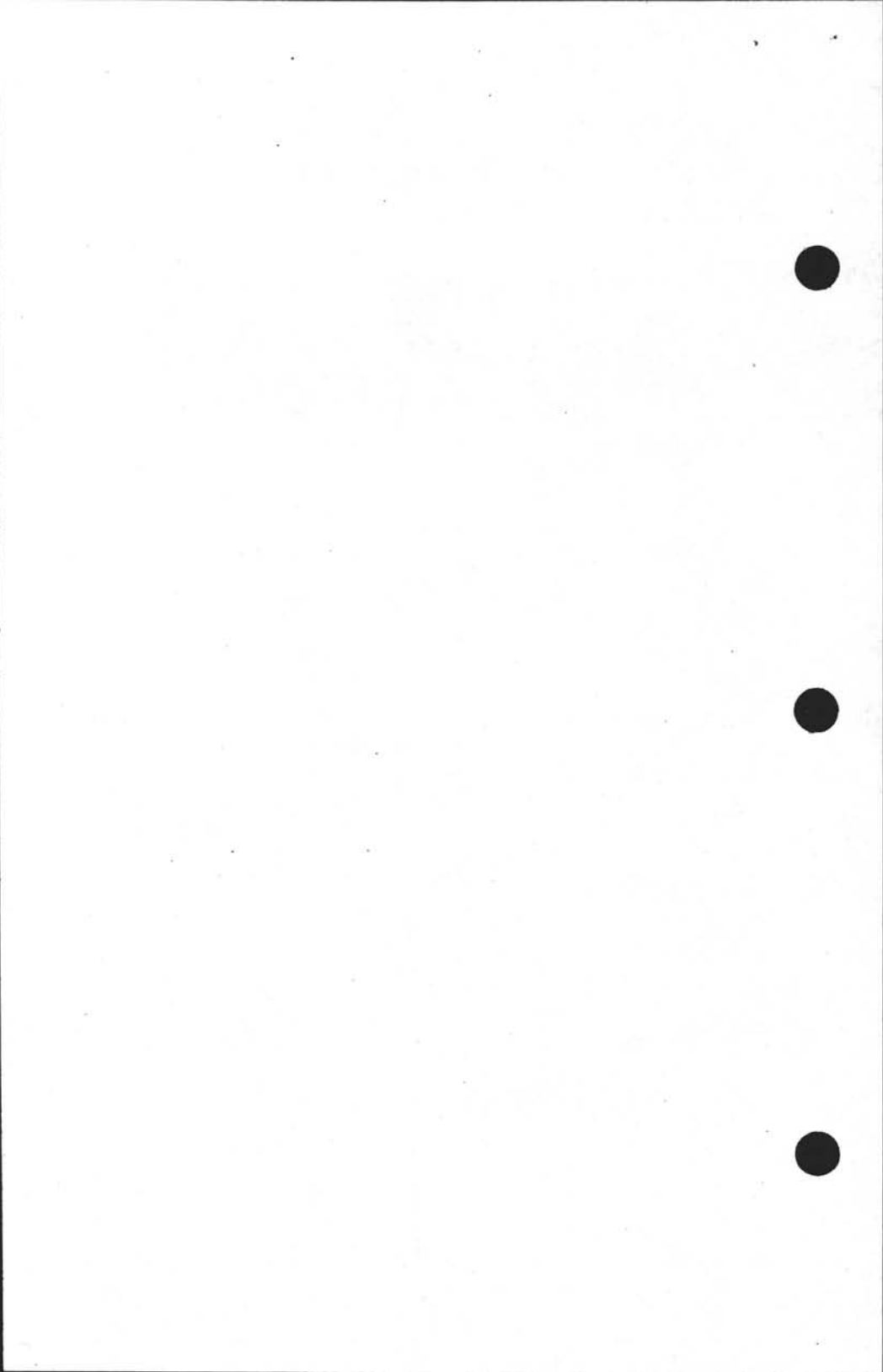


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ARTICLE 1. AGREEMENT

1.1 This agreement is entered into this 25th day of August, 1997, between the City of Troy, Oakland County, Michigan, hereinafter referred to as the Employer, and the Michigan Association of Fire Fighters (MAFF), hereinafter referred to as the Association.

ARTICLE 2. PURPOSE AND INTENT

2.1 The general purpose and intent of this Agreement is to set forth terms with respect to rates of pay, wages, hours of employment, and other conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, the Association, and the citizens of the City of Troy.

2.2 The parties recognize that the mutual interest of the City of Troy in its capacity as an Employer, its Employees, the Association, and the citizens of the City of Troy, Michigan, are best served by the promotion of orderly and peaceful labor relations and depend upon the Employer's ability to establish a proper service to the community and to provide such service in an economic and efficient manner.

ARTICLE 3. RECOGNITION

3.1 Pursuant to and in accordance with all applicable provisions of Act 366 of the Public Acts of 1947, as amended by Act 379 of the Public Acts of 1965, as amended, the Employer recognizes Michigan Association of Fire Fighters/MAFF as the sole and exclusive bargaining representative for all City of Troy Fire Inspectors, Fire Education Specialists, Assistant Fire Chiefs, or as these classifications are re-titled through departmental reorganization, for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement. Excluded from the bargaining unit shall be the Fire Chief, volunteer Fire Fighters, and all other employees.

3.2 Employees 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.

ARTICLE 4. NON-DISCRIMINATION

4.1 The Employer and the Association agree that the provisions of this Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, creed, national origin, disability, or religious or political affiliations; provided, however, that the parties are desirous of having a single response to claims arising under this Article and hereby agree that all claims for any alleged violations under this Article shall be referred by the Union to the appropriate administrative agency charged with statutory authority to administer the relevant civil rights statutes.

ARTICLE 5. AGENCY SHOP

5.1 To the extent that the laws of the State of Michigan permit, it is agreed that employees covered by this Agreement shall, as a condition of continued employment, either become members of the Association or pay the equivalent of the Association's regular monthly dues (referred to as a service charge) for the duration of this Agreement.

5.2 Employees rehired, hired, reinstated, transferred, or promoted into the bargaining unit and covered by this Agreement shall, as a condition of employment, become members of the Association or pay the equivalent of the Association's regular monthly dues, referred to as a service charge, to the Association for the duration of this Agreement, on or before the 30th day following their employment.

5.3 An employee who shall tender an initiation fee (if not already a member) and the periodic dues or service charge uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the requirements of this section.

5.4 Failure to comply with the provisions of this Article shall be cause for the discharge of the employee. However, no employee shall be terminated under this Article except as provided below:

- a. The Association has first notified the Employer in writing that the employee has elected not to join the Association and has not paid the service charge.
- b. Within ten (10) working days from the date the Association notifies the Employer that the employee has elected not to join the Association, the Employer shall:
 - (i) Notify the employee of the provisions of the Agreement;
 - (ii) Obtain the employee's response; and
 - (iii) Notify the Association of the employee's response.

5.5 In the event the employee has neither joined the Association nor paid the service charge, the Association may proceed to request termination of the employee by written notice to the Employer, with a copy to the employee, registered mail, return receipt requested.

5.6 Upon receipt of such written notice, the Employer shall within fifteen (15) working days notify the employee that, unless there is immediate compliance, the employee will be terminated not later than 15 calendar days following the date of such notification.

5.7 The employee shall then be terminated unless the employee can produce evidence of compliance in the form of a letter of verification of such from the Association.

5.8 The Association will protect, indemnify, and save harmless the employer from any and all claims, demands, suits, and other forms of liability which arise from action taken by the Employer for the purpose of complying with Article 5 of this Agreement, including but not limited to, costs of litigation, attorney fees, and judgments, if any.

ARTICLE 6. ASSOCIATION DUES

6.1 During the term of this Agreement, the Employer agrees to deduct Association membership dues or service charges levied in accordance with the Constitution and By-Laws of the Association provided that, at the time of such deduction, there is in the possession of the Employer a current written authorization executed by the employee, in the form and according to the terms of the Association Voluntary Authorization for Deduction of Union Dues or Service Charge Form.

6.2 Each employee who desires to have such dues or service charges deducted from the employee's earnings shall execute a Voluntary Authorization for Deduction of Union Dues or Service Charge Form. Any such Form which is incomplete or in error will be returned to the Association Treasurer by the Employer.

6.3 Such deductions under all properly executed Authorization for Deduction of Union Dues or Service Charge Forms shall become effective at the time said form is tendered to the Employer and shall continue in accordance with the provisions of this Agreement. The Employer shall have no responsibility for the collection of membership dues, special assessments, or any other deductions not in accordance with this provision.

6.4 Dues or service charges shall be deducted every pay period and shall be remitted to the Treasurer of the Association within fourteen (14) calendar days of the last deduction in that month, with a list of the employees from whom dues or service charges have been deducted. Subsequent lists will be furnished by the Employer when changes are made in

the list of employees. In cases where a deduction is made that duplicates a payment an employee already has made to the Association, or where a deduction is not in conformity with the provisions of the Association Constitution and By-Laws, refunds to the employee will be made by the Association.

6.5 The Association will provide to the Employer any additional completed Voluntary Authorization for Deduction of Union Dues or Service Charge Forms under which Association membership dues are to be deducted.

6.6 The Association shall accept into membership each employee who becomes eligible to be a member of the Association and who tenders to the Association the periodic dues or service charges uniformly required as a condition of acquiring or retaining membership.

6.7 Any dispute between the Association and the Employer which may arise as to whether or not an employee properly executed or properly revoked a Voluntary Authorization for Deduction of Union Dues or service Charge Form shall be reviewed with the employee by a representative of the Association and a designated representative of the Employer. Should this review not dispose of the matter, the dispute may be referred to the Grievance Procedure at the Arbitration Step and shall be final and binding on the employee, the Association, and the Employer. Until the matter is resolved, dues or service charges deducted shall be held in an escrow account.

6.8 The Employer shall not be liable to the Association by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by the employees. The Association shall protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken, for the purpose of complying with Article 6 of this agreement.

ARTICLE 7. MANAGEMENT RIGHTS

7.1 It is recognized that the management of the Employer, the control of its properties, and the maintenance of order and efficiency is solely a responsibility of the Employer. Other rights and responsibilities belonging solely to the Employer are hereby recognized, prominent among which but by no means wholly inclusive are: the rights to decide the number and location of buildings, work stations and work areas, work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, the right to purchase the services of others for economic reasons, together with the selection, procurement, designing, engineering and the control of equipment and materials, the right to determine which services are to be performed and the number of employees needed to perform such services, and to take

whatever actions necessary to comply with the Americans with Disabilities Act (ADA), but that the Employer will meet with the Association steward to discuss the issues prior to taking such actions.

7.2 It is further recognized that the responsibility of the management of the Employer for the selection and direction of the working forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work, the right to establish and maintain reasonable work rules, regulations, and personnel policies governing the operation of the various departments, the training necessary and those employees who are to receive said training, is vested exclusively in the Employer, subject only to the seniority rules, grievance procedure, and other express provisions of this Agreement as set forth herein.

ARTICLE 8. NO STRIKE

8.1 Under no circumstances will the Association cause, authorize, or permit its members to cause, nor allow any member of the bargaining unit to take part in the strike, sit-down, stand -in, slowdown, picketing or demonstration on the Employer's premises or adjacent thereto, or curtailment of work, restriction of production or interference with the operation of the Employer during the term of this Agreement or during any period of time when negotiations are in progress for the continuance or renewal of this Agreement. In the event of a work stoppage, curtailment, or interference thereof, it is recognized that the Employer shall not be required to negotiate on the merits of the dispute until all such stoppage or curtailments have ceased.

8.2 In the event of a work stoppage or other curtailment, the Association shall immediately instruct the involved employee in writing, with a copy to the Employer, that their conduct is in violation of the contract, and that they may be disciplined and further shall instruct all persons to immediately cease the offending conduct.

8.3 The Employer shall have the right to discipline, up to and including discharge, any employee who instigates, participates in, and/or gives leadership to any activity herein prohibited.

8.4 The Association will not officially support strikes of any other labor organization by picketing or demonstrating publicly on or adjacent to City property.

8.5 The Employer agrees that it will not lock out any employee during the term of this Agreement. However, if any employee is unable to work because equipment or facilities are not available due to strike, work stoppage, slowdown, or other interference by

employees of another employer, such inability to work shall not be declared a lockout, a slowdown, or a stoppage of work by the employees or the Association.

ARTICLE 9. ASSOCIATION BUSINESS

9.1 The Association shall be represented in all labor negotiations by a committee of not more than two local employee representatives.

9.2 Such committee members shall be permitted to attend contract negotiations sessions without loss of pay or benefits.

9.3 The steward or alternate steward shall be permitted to represent employees at grievance meetings with the Employer, arbitration hearings, or Act 78 disciplinary hearings without loss of pay or benefits.

9.4 The Employer shall provide each member of the Association with a copy of this Agreement.

9.5 The steward or alternate steward shall be given time off not to exceed 24 hours per fiscal year to attend to matters concerning Association business. Requests for such time off shall be submitted to the Fire Chief no later than 48 hours in advance of the time requested and shall be approved provided that no additional personnel expense is incurred by the City.

9.6 The Employer agrees to furnish a bulletin board for the posting of notices of Association meetings and social activities. Other material may be posted if approved by the Fire Chief. Such bulletin board shall be in a mutually agreed upon location.

ARTICLE 10. SPECIAL CONFERENCES

10.1 Special conferences for important matters will be arranged between the Association and the Employer or its designated representatives upon the request of either party. Such meetings shall be between two (2) but not more than three (3) representatives of the Employer and two (2) but not more than (3) representatives of the Association, one of which would be the MAFF Association representative. Arrangements for such special conference shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up at a special conference shall be confined to those included in the agenda. The Employer will maintain a written record of such special conferences with a copy forwarded to the Association.

ARTICLE 11. GRIEVANCE PROCEDURE

11.1 A grievance shall be defined as a dispute between the Employer and the Association as to the meaning, application, or interpretation of the specific provisions of this Agreement. Such grievance shall state which section(s) of the contract is alleged to have been violated and how it affects the member(s) of the Association who feel aggrieved.

11.2 A matter involving several employees and the same question may be submitted by the Association as a single, class-action grievance.

11.3 The Employer and the Association may have legal counsel present at Step 4 or any subsequent step of this procedure, provided forty-eight (48) hours notice is given.

11.4 An on-duty grievant(s) in a grievance may attend the grievance meeting without loss of pay or benefits.

11.5 An agreement reached at any step in the grievance procedure between the Employer and the Association, including a steward or alternate steward, shall be final and binding on the Employer, the Association, and the employees and cannot be changed by an individual.

11.6 Grievances shall be processed from one (1) step to the next within the time limit prescribed in each of the steps. If the Association or employee fails to act within the time limits set forth in any step of the Grievance Procedure, the grievance shall be considered settled on the basis of the Employer's last answer. Any grievance not answered by the Employer within the time limits established in the Grievance Procedure may be advanced to the next step by the Association by written appeal within the proper time limit after the Employer's answer was due. The Employer and the Association may extend the time limits established in the Grievance Procedure by executing a written extension.

11.7 It is encouraged that any dispute be resolved as soon as possible in an informal manner. The employee shall first discuss the matter with his/her immediate supervisor. If the matter is not resolved, it shall be reduced to writing by the employee and submitted as a grievance.

11.8 A written grievance shall be signed by the grievant(s) and submitted to the Fire Chief with a copy directed to the Human Resources Director. In the case of a grievance submitted as a Class Action grievance, the grievance shall be signed by the steward or alternate steward submitting the grievance. The grievance shall contain a specific statement of facts as to its cause, the section of the contract which the grievant(s) believes was violated, and the remedy sought. Any grievance not submitted within fourteen (14) calendar days of its occurrence shall be automatically closed.

11.9 **Step 1.** When an employee has a grievance, he shall first notify his/her supervisor and discuss the grievance with him, provided that upon the employee's request, the employee's steward or alternate steward may take part in such discussion. The discussion provided herein must take place within seven (7) calendar days after the incident or knowledge of the incident which gave rise to such grievance.

11.10 **Step 2.** If the grievance is not satisfactorily settled at Step 1, the employee may so inform his/her steward or alternate steward who shall, if the steward or alternate steward believes the grievance should be processed, reduce the grievance to writing and present it, within fourteen (14) calendar days after the discussion at Step 1, on a standard form, in triplicate, and signed by the employee or employees involved, to the Fire Chief. The written grievance shall identify the section(s) of the contract which the employee believes was violated, contain a specific statement of facts as to what caused the grievance, and the remedies sought by the grievant. Within fourteen (14) calendar days after receipt of the grievance, the Fire Chief shall hold a meeting with the steward or alternate steward to discuss the grievance. The employee and the employee's supervisor may be present. The Fire Chief shall give his answer to this grievance within fourteen (14) calendar days of the meeting by delivering the answer to the steward or alternate steward, employee, and supervisor. Should the Fire Chief not respond, the Union may advance the grievance to the next step within seven (7) calendar days.

11.11 **Step 3.** In the event the Fire Chief's answer does not resolve the grievance, the Association may appeal the grievance in writing to the City Manager (or his designee) within seven (7) calendar days of the receipt of the Employer's Step 2 answer or lack of answer. The City Manager (or his designee) shall schedule a meeting within fourteen (14) calendar days of receipt of the Association's appeal to Step 3. Persons who may attend such meeting are the steward or alternate steward, MAFF representative, the employee, the City Manager or his designee, the Fire Chief or his representative, and the employee's supervisor. The City Manager (or his designee) shall give his written answer to the grievance within fourteen (14) calendar days after such meeting.

11.12 **Step 4.** In the event the City Manager's answer does not resolve the grievance, the Association may submit such grievance to arbitration by filing a notice of intent to arbitrate with the City within fourteen (14) calendar days of the receipt of the City Manager's answer or within fourteen (14) calendar days of the expiration of the City Manager's time limit, and a request for arbitration with the American Arbitration Association within 30 calendar days of receipt of the City Manager's answer (or failure to answer).

11.13. The parties may agree to jointly select an arbitrator. If agreement on the arbitrator cannot be reached, a request for arbitration shall be filed with the American Arbitration Association (AAA). Any grievance filed to arbitration under this Agreement shall be

pursuant to the Voluntary Labor Arbitration Rules of the AAA. Either party may choose to expedite the process as provided under the expedited labor arbitration rules.

11.14 An arbitrator shall rule only on contractual provisions set forth herein and shall have no authority to expand, modify, or alter the language of this Agreement, and his/her decision shall be limited to the application or interpretation of the above and to the specific issues presented to him/her.

11.15 The filing fees, fees, and approved expenses of the arbitrator will be paid by the parties equally.

11.16 The Employer and the Association shall pay their own cost for the attendance of representatives and witnesses at an arbitration hearing. Arbitration, whenever possible, shall be conducted on the premises of the Employer. However, the grievant and the City employee who is the Association Representative shall not lose wages or benefits and will be paid by the City if conducted during normal working hours.

11.17 An arbitrator's decision in any grievance shall not require a retroactive wage adjustment in any related matter unless mutually agreed to by the parties.

11.18 An arbitrator's decision in any grievance shall not require a retroactive payment that goes back more than sixty (60) days from the date the grievance was entered at Step 1. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his/her regular rate, less any unemployment or other compensation he/she may have received from any source of employment during the period in question.

11.19 Grievances processed to arbitration may be withdrawn only on mutual agreement of the Employer and the Association.

11.20 The decision of the arbitrator shall be final and binding on the Association, its members, and the Employer provided that such decision is within the arbitrator's authority.

11.21 In cases where either of the parties believe the arbitrator's decision exceeded his/her authority and jurisdiction, the arbitrator's decision may be challenged in Oakland County Circuit court and be subject to further appellate action.

11.22 The challenge of an arbitrator's decision may be instituted by the City or the Association, but not by an employee(s) acting on his/her own behalf.

11.23 A grievance meeting not scheduled as required or a grievance not answered within the prescribed time limit at each step may be appealed to the next step by the Association.

11.24 A grievance not appealed from one step of the Grievance Procedure to the next within the prescribed time limits shall be considered closed.

11.25 In accordance with 423.26 of Act 336, as amended by PA 379 of 1973, individual employees within the bargaining unit, and whether or not they are members of the Association, shall retain the right to present grievances to the Employer and have the grievances adjusted if the adjustment is not inconsistent with the terms of the Collective Bargaining Agreement. The Association shall be notified of the grievance and provided an opportunity to be present. Grievances filed by individuals on the same contract violations may be combined into one (1) grievance upon mutual consent of the parties.

ARTICLE 12. DISCIPLINE

12.1 No employee shall be disciplined except for just cause.

12.2 Discipline shall consist of the following levels:

- A. Oral Reprimand: An official warning to an employee that his/her conduct or performance is unacceptable, a written notation of which shall be maintained in the employee's departmental file.
- B. Written Reprimand: A written record of an employee's unsatisfactory conduct or performance which is included in the employee's official personnel file in the Human Resources Department. The employee shall have the option of submitting a statement of his position concerning the reprimand.
- C. Loss of Time Off: The elimination of some or all of an employee's available or prospective time off.
- D. Suspension: An employee is not permitted to report for work for a specified period of time and does not receive pay for the time in question.
- E. Discharge: An employee is involuntarily separated from employment with the City of Troy.

12.3 The listing of these disciplinary levels does not preclude the starting of disciplinary actions at a higher level when the seriousness of the incident warrants such discipline.

12.4 Should an employee be required to give a verbal or written account of his/her actions which may result in the employee's receiving disciplinary action, the employee may, at his option, have a steward present while making such a statement.

12.5 The steward or the alternate steward shall be notified in writing within 24 hours of the disciplining in excess of an oral reprimand of any member of the unit.

12.6 All cases of discipline may be processed as a grievance.

12.7 In imposing discipline, the Employer will not take into account oral or written reprimands which are over three years old. This language shall not preclude the Employer from using a past record to support a history of progressive discipline.

ARTICLE 13. SENIORITY

13.1 Seniority of members of the Association shall commence when the employee completes his/her probationary period, as defined by Act 78, and shall be retroactive to initial date of employment as a member of this bargaining unit.

13.2 An employee shall forfeit and/or terminate his/her seniority for the following reasons:

- a. If he/she resigns;
- b. If he/she is discharged and not reinstated;
- c. If he/she is absent for three (3) consecutive work days without notifying the Employer. An exception to this may be made if the employee was incapable and unable to notify the Employer for reasons or causes beyond the control of the employee;
- d. If he/she fails to return to work upon expiration of a leave of absence;
- e. If he/she fails to return to work within fourteen (14) calendar days after being recalled from a layoff; notification of recall shall be sent to the employee's last known mailing address by certified mail;
- f. If he/she retires;

- g. If an employee gives a false reason to obtain a leave of absence, employed during the leave of absence unless prior approval to be employed during the leave of absence is obtained by the employee;
- h. If an employee separates from employment upon settlement covering total disability;
- i. If an employee is unable to work for more than two (2) years with evidence that the employee will not be able to perform the duties of his/her previous position without restriction, except as provided by the ADA;
- j. If an employee gives false information on his/her application for employment;
- k. If he/she is laid off for a continuous period equal to his/her length of seniority or three (3) years, whichever is lesser.

13.3 A seniority list shall be furnished to the Association by the Employer every six (6) months (January and July).

13.4 Seniority for the purposes of layoffs, recalls, and promotions shall be in accordance with Act 78 of the Public Acts of 1935, as amended.

13.5 Such Seniority shall not be applicable for purposes of pension benefits, which benefits shall be based on credited service as defined in the Employee's Retirement System, Chapter 10 of the Troy City Code, nor for fringe benefits which shall be determined by the service date (continuous service as of employee's last date of hire with the Employer, less unpaid leaves of absence).

13.6 If an employee returns to the bargaining unit from an unpaid leave of absence or disability retirement, the employee shall not have accrued bargaining unit seniority during the period of leave or retirement.

13.7 Notwithstanding the provisions of Article 20, Leave Without Pay, employees who are absent from work 120 consecutive days or longer as of the last 40 consecutive hours worked will cease to accrue paid leave time. However, in the case of duty-related injury, accrual of paid leave time will cease after a period of absence of one year.

ARTICLE 14. HOURS OF WORK

14.1 For purposes of this Section, employees shall be on a twenty-eight (28) consecutive day work period unless designated to be a lesser work period by the employer. A bi-weekly pay period shall be utilized. During the twenty-eight (28) day period an employee may work up to two hundred and twelve (212) hours and, except as set forth in Article 14.2, salary compensation for the performance of any duties or responsibilities for hours less than 212 shall be deemed included within the annual salary compensation as set forth in Appendix A of the collective bargaining agreement.

14.2 The normal work schedule shall be Monday through Friday, 8 AM to 4:30 PM.

14.3 Notwithstanding Article 14.1, members of the bargaining unit who perform public education, instruction, special response unit training, inspection, investigation or duty officer responsibilities outside of their normal work hours of 8:00 a.m. to 4:30 p.m., Monday thru Friday, shall accrue compensatory time at the rate of straight time for each hour worked less than two hundred twelve (212) in a twenty-eight (28) day work period.

14.4 Each employee may accumulate two hundred (200) hours of compensatory time.

14.5 Any duties or responsibilities performed by members of the bargaining unit over 212 hours in a twenty-eight day work period shall be compensated by premium pay at time and one-half. The hourly rate for overtime purposes shall be calculated pursuant to Section 114 of the FLSA (fluctuating workweek standard).

14.6 For purposes of the Article, all hours spent on behalf of the City in fire prevention, inspection or suppression duties (including volunteer hours) shall be included as "hours worked" for purposes of the "two hundred and twelve hour threshold".

ARTICLE 15. SICK LEAVE

15.1 Employees shall accrue eight (8) hours of sick leave for each month of service with the Employer beginning with the first full calendar month of service.

15.2 Sick leave will not be approved before it has been accrued.

15.3 Unused sick leave may accrue to a maximum of two hundred eighty-eight (288) hours.

15.4 Employees shall be notified of their accumulated sick leave during the month of January each year.

15.5 An employee who is off work for three (3) consecutive days because of illness or injury may be required to submit a physician's certificate prior to his/her being allowed to return to work. The certificate shall state the nature of the illness or injury, the employee's capability of returning to work, and the degree to which he/she may perform his/her regular duties. In order to determine the employee's fitness to return to duty, the Employer shall have the right, at the Employer's expense, to send the employee for a medical examination before permitting the return to work.

15.6 Sick leave is to be utilized only in the case of genuine illness or injury which prevents the employee from performing his/her duties. In addition, the employee may use sick leave when a member of his immediate family who permanently resides with the employee is ill or injured which creates a genuine necessity for the employee to be off work to care for that family member. Unauthorized or improper use of sick leave by any employee shall be cause for disciplinary action.

15.7 On or before the twentieth (20th) of December of each year, employees with accumulated sick leave in excess of two hundred eighty-eight (288) hours as of the last pay period in October of that year shall receive pay for all unused sick leave which is over the two hundred eighty-eight (288) hour maximum at one hundred percent (100%) of regular pay, and accumulated sick leave shall be reduced to the maximum two hundred eighty-eight (288) hours.

15.8 Upon the Normal Retirement, Early Retirement, Disability Retirement, or death of an employee, all unused sick leave credits up to a maximum of 288 hours will be paid to the employee or his/her beneficiary. In the case of retirement, payments made under this section shall be exempt from the computation of Final Average Compensation (FAC) for pension purposes.

ARTICLE 16. PERSONAL BUSINESS TIME

16.1 An employee may be granted up to 24 hours of personal business time in any one calendar year with the prior approval of the Fire Chief or his designee. Such personal business time must be requested three days in advance and must be for a specific purpose which the employee could not normally accomplish on his/her own time.

16.2 With the exception of the first 16 hours, personal business time shall be deducted from the employee's accumulated sick leave.

ARTICLE 17. FUNERAL LEAVE

17.1 Employees shall be allowed up to forty (40) hours time off for a death in the employee's or the employee's spouse's immediate family for attendance to funeral arrangements and attending the funeral. The immediate family shall consist of spouse, grandparents, mother, father, stepparents, sister, brother, son, or daughter.

ARTICLE 18. MILITARY LEAVE

18.1 Any employee who has completed his/her probation period and who leaves the Employer's service for compulsory military duty shall be placed on Military Leave without pay. Such leave shall extend through a date of ninety (90) days after his/her release from the military service. An employee returning from Military Leave shall be entitled to restoration to his/her former position provided that:

1. He/she makes application within ninety (90) days after the release from duty;
2. The release shall be under conditions other than dishonorable; and,
3. He/she is physically and mentally capable of performing the duties of the position involved.

An employee who leaves for military duty may elect to be paid for accrued vacation time due or have such credits reinstated upon return to the department. An employee returning from military leave shall have unused sick leave credits restored.

ARTICLE 19. CIVIL LEAVE

19.1 A seniority employee may be given time off at straight time wages for actual time lost from work while performing Jury Duty or serving as a non-party witness under subpoena or while he is a party defendant in an action originating out of the performance of his regular duties for the Employer. This leave will not be permitted if the employee is a plaintiff in an action or a defendant in an action originating from his personal activities. Witness or Jury Duty fees as authorized for such services shall be paid to the Employer, less specific allowances for meals or travel. The maximum amount of hours payable under this section shall be a normal forty (40) hours per week.

ARTICLE 20. LEAVE WITHOUT PAY

20.1 The City Manager may grant an employee leave without pay for a period not to exceed one (1) year when it is in the interest of the City to do so. The employee's request for such leave shall be considered when he/she has shown by his/her record to be of more than average value to the Employer, and where it is desirable to retain the employee even at some sacrifice.

Unpaid leave may affect benefit accrual, as it affects an employee's service date.

Nothing herein will be interpreted in conflict with the provisions of the Family and Medical Leave Act (FMLA).

ARTICLE 21. HOLIDAYS

21.1 On January 1, each employee shall be eligible for a total of 104 hours of holiday leave per year as of date of hire. This leave will include the day off with pay for each designated holiday as it occurs, and the balance of the leave as personal holidays.

21.2 Prior approval must be requested from the supervisor before using personal holidays.

21.3 The following holidays are considered designated holidays:

- New Year's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Friday after Thanksgiving
- Day before Christmas
- Christmas Day
- Day before New Year's

21.4 When a holiday falls on a Saturday, it will be observed on the preceding Friday unless that day is also a holiday, in which case it will be observed on the following Monday. When a holiday falls on a Sunday, it will be observed on the following Monday, unless that day is also a holiday, in which case it will be observed on the preceding Friday.

21.5 In order to receive pay for a designated holiday, an employee must not have been absent without leave on either the work day before or after the holiday. Holiday credits are not granted to employees on unpaid leaves of absence.

ARTICLE 22. VACATION

22.1 All employees shall qualify for vacation leave on January 1 of each calendar year according to the following schedule:

- a. For all months worked in the previous calendar year prior to the third (3rd) service date with the City, an employee shall accumulate vacation leave at the rate of six and two-thirds ($6 \frac{2}{3}$) hours for each month worked. (Two {2} weeks or eighty {80} hours.)
- b. For all months worked in the previous calendar year beyond the third (3rd) service date with the City, an employee shall accumulate vacation leave at the rate of ten (10) hours for each month worked. (Three {3} weeks or one-hundred twenty {120} hours.)
- c. For all months worked in the previous calendar year beyond the eighth (8th) and prior to the thirteenth (13th) service date with the City, an employee shall accumulate vacation leave at the rate of thirteen and one-third ($13 \frac{1}{3}$) hours for each month worked. (Four {4} weeks or one-hundred sixty {160} hours.)
- d. For all months worked in the previous calendar year beyond the thirteenth (13th) service date with the City, an employee shall accumulate vacation leave at the rate of fifteen (15) hours for each month worked. (Four and one-half {4 $\frac{1}{2}$ } weeks or one-hundred eighty {180} hours.)
- e. For all months worked in the previous calendar year beyond the eighteenth (18th) service date with the City, an employee shall accumulate vacation leave at the rate of sixteen and two-thirds ($16 \frac{2}{3}$) hours for each month worked. (Five {5} weeks or two-hundred {200} hours.)

22.2 For purposes of this section, "months worked" shall mean any calendar month where an employee is on the payroll for a minimum of twenty (20) days. Except as provided in Article 13, Seniority, an employee shall be deemed on the payroll for a day if he receives any compensation from the employer for such day or part of a day.

22.3 Upon retirement, death, or resignation, all unused vacation leave will be paid to the employee or spouse/beneficiary at the rate of one-hundred percent (100%) unless one or more of the following applies: 1) An employee fails to give at least ten (10) working days notice in advance of his termination date; or 2) an employee leaves the City prior to completion of his original probationary period. Payments for unused vacation leave at retirement shall be excluded from the computation of Final Average Compensation (FAC) for pension purposes for all members of this bargaining unit.

22.4 Vacation leave may be taken for a period of less than one (1) week with prior approval of the department director or his/her designee.

22.5 On or before the 30th of January each year, unused vacation leave up to the accrued leave banked the past year will be paid off.

ARTICLE 23. DISABILITY INSURANCE

23.1 Short-Term Disability: The Employer will provide short-term disability insurance for employees who have completed one full day of employment. Such short-term disability insurance policy shall not cover other disabilities excluded from coverage under the insurance contract between the employer and the insurance carrier. An employee shall be eligible for such insurance commencing with the day following the first complete full day of employment; eligibility shall terminate on the earliest date on which an employee either terminates his employment (on a voluntary or involuntary basis), is placed on layoff, or is on an unpaid leave of absence.

- a. Such policy shall provide that an employee shall receive sixty percent (60%) of his regular base salary excluding any premium pay, less any offsets permitted under the insurance contract between the Employer and the insurance carrier; if an employee is eligible as provided in the insurance policy for such benefits, he shall commence receiving benefits under such policy commencing on the 31st calendar day following the date on which the employee was first absent from work due to such sickness or disability and shall be paid for a maximum of fifty-two (52) weeks or until such time as he receives long-term disability benefits, whichever shall first occur. An employee's short-term insurance benefit may be enhanced each pay period by a supplement of up to eight hours of holiday pay, accrued sick leave credits, vacation credits, or floating holidays provided the employee has the listed time available. Failure to supplement such insurance with leave days terminates additional leave time accrual during the disability period. An employee must notify the City's Finance Department if he/she does not wish payment for supplemental leave time

added to disability insurance. This option is available only once during the period of disability, and must be exercised during the first week an employee is in receipt of short-term disability benefits.

- b. The terms and conditions for eligibility and receipt of such insurance benefits shall not be reduced below the levels set forth in the insurance contract in effect on the date of execution of this Agreement.

23.2 Long-Term Disability: The Employer will provide a long-term disability insurance policy for an employee who has three or more years of service, effective with the enrollment date following completion of such three years, which shall provide a benefit for long-term disabilities equal to fifty percent (50%) of an employee's base salary, less any premium and less any offsets permitted under the insurance contract between the employer and the insurance carrier. Eligibility for insurance coverage shall terminate on the earliest date on which an employee either terminates (on a voluntary or involuntary basis), is laid off or is placed on an unpaid leave of absence.

- a. If an employee is eligible as provided in the insurance contract between the Employer and the insurance carrier for such long-term disability benefit, such benefit shall commence with the day following expiration of any short-term disability benefits received provided in Article 23.1 and shall be paid until the employee dies, retires or returns to work, whichever first occurs, or is otherwise eligible for benefits as defined in the insurance contract between the Employer and the insurance carrier.
- b. The terms and conditions for eligibility and receipt of such long-term disability benefits shall not be reduced below the levels set forth in the insurance contract in effect on the date of execution of this Agreement.
- c. An employee's long-term insurance benefit may be enhanced each pay period by a supplement of up to eight hours of holiday pay, accrued sick leave credits, vacation credits, or floating holidays provided the employee has the listed time available. Failure to supplement such insurance with such leave days terminates additional leave time accrual during the disability period. An employee must notify the City's Finance Department if he/she does not wish payment for supplemental leave time added to disability insurance. This option is available only once during the period of disability as referenced in Article 23.1 (a).

23.3 The amount of benefit shall be adjusted at least twice per year to reflect current salary.

23.4 The Association shall be provided with a copy of the disability insurance policy covering members of this Association.

ARTICLE 24. DUTY-CONNECTED DISABILITY

24.1 This entire section addresses the City's responsibility to an employee who sustains a disabling injury while performing his/her regular duties to make payments which are supplemental to Worker's Compensation benefits. The parties to this Agreement understand that Worker's Compensation benefits are paid in accordance with applicable Worker's Compensation Laws of the State of Michigan, but that supplemental payments are made subject to the employee's:

1. Complying with all reasonable rules promulgated by the City regarding duty-related disability;
2. Treating with the City-designated clinic for the first ten (10) days after the injury;
3. Providing periodic updates or reports from the employee's physician if requested by the City;
4. Performing in a light duty status or a transitional work assignment if directed by the City consistent with the recommendations of the attending physicians; and
5. Consenting to examination by a third (3rd) physician when, in the opinion of the City, there is a conflict between the opinion of the City's physician and the employee's physician.

The third (3rd) physician shall be chosen through the mutual agreement of the City's physician and the employee's physician. The opinion of the third (3rd) physician shall be binding upon the City and the employee relative to the supplemental payments under this Article.

- A. For the first thirty (30) days following the date of disability, the employee shall receive a check from the City in an amount sufficient to augment appropriate Worker's Compensation insurance to provide the employee with his/her regular net pay. The employee shall not incur any loss of accrued leave time during this thirty (30) day period.
- B. After thirty (30) days from the date of disability, the employee will receive eighty percent (80%) of his regular base salary for an additional fifty-two (52) weeks. Under no circumstances shall the City make any direct expenditures from its general fund as part of the 80% duty disability benefit as it is intended that this benefit shall be comprised of the following as appropriate: Worker's Compensation Insurance, Disability Insurance, Social Security, Disability Retirement. The employee may supplement such insurance with a

charge of eight (8) hours of the employee's accrued leave time per pay period. Failure to supplement such insurance with such leave days terminates additional leave time accrual during the disability period. An employee must notify the City's Finance Department at the commencement of the disability period if he/she does not wish payment for supplemental leave time added to such insurance.

C. Beginning twelve (12) months after the date of disability, an eligible employee will be provided with Long-Term Disability Insurance as explained in Article 23.

ARTICLE 25. LIFE INSURANCE

25.1 The Life Insurance program shall provide participating employees with one thousand dollars (\$1,000.00) of life insurance for each one thousand dollars (\$1,000.00) of base salary, with a maximum of forty-five thousand dollars (\$45,000.00). Such insurance shall be term insurance which includes double indemnity for accidental death. The employee shall contribute ten cents (\$.10) for each one thousand dollars (\$1,000.00) of insurance per pay period. Each employee will have a policy issued to him.

ARTICLE 26. HOSPITALIZATION AND MEDICAL INSURANCE

26.1 The Employer shall provide the following hospitalization and medical insurance for employee and family:

- a. Coalition of Public Safety Employees Health Trust underwritten by Bankers Life and Casualty Company
- b. Prudential Dental Insurance, including Class I and Class II benefits with a 10% employee co-payment of claims and a maximum benefit of \$600 per person per year, beginning each July 1st.
- c. Prudential Orthodontic coverage with a 50% employee co-payment of claims and a \$1,200 maximum lifetime benefit per person to age 19.

26.2 The Employer shall have the option of self-funding and self-administering a dental benefit program providing that the benefits shall be identical or better than those provided in Section 26.1, B & C, of this Article.

26.3 If the employee subscribes to any of these plans, they will receive a complete description of the plan.

26.4 Effective July 1, 1997 employees who elect to be covered for this insurance shall contribute \$20.00 per month.

26.5 If the premium rates for the Health Trust insurance exceed the City's costs for the Blue Cross PPO (plan suffix 660), the employee shall pay the difference by means of biweekly payroll deductions.

26.6 Employees who choose not to subscribe to medical insurance may elect to receive the average cash value of the single rate.

ARTICLE 27. TUITION REIMBURSEMENT

27.1 An employee who has completed their probationary period is eligible for tuition reimbursement under the following conditions:

- a. Reimbursement is for fifty percent (50%) of the tuition cost only (not including other fees, books, or other expenses), and cannot duplicate any financial aid such as scholarships, grants and aids, GI Bill, etc.
- b. Courses must be either related to the employee's present position or be a required course in a degree program which is related to an employee's present position, and be approved by the Department Director and Human Resources Director before enrolling in the class.
- c. Course must be taken at an accredited school or university, but need not be a credit course.
- d. A final grade of "C" (2.0) or better must be achieved.

Applications must be submitted to the department director for approval at least 30 days before the starting date of the course.

To receive reimbursement, the employee must submit, within one year of completion of the course, a check request with verification of (1) payment, and (2) final grade of "C" or better.

Prior to receipt of reimbursement, the employee must sign a letter agreeing to repay the City the full amount if the employee terminates employment for any reason other than retirement within one year of completion of the course.

ARTICLE 28. UNIFORMS

28.1 Each employee shall receive an original issue of uniforms and equipment as specified by the City of Troy Fire Department Chief.

28.2 Each fiscal year, after the first (1st) anniversary date of the employee, each employee shall be allotted a basic clothing allowance of five hundred fifty dollars (\$550.00). Said allowance shall be placed in an account in the employee's name and shall be disbursed upon submittal of original receipts or invoices for approved clothing and personal equipment purchasing.

28.3 It is clearly understood that the clothing allowance has a prospective application and is intended to cover purchases for the entire fiscal year. In the event that employment is interrupted for any reason in excess of six (6) months, the Employer shall adjust such payments on a prorated basis and make adjustments in payments for the following fiscal year based upon overpayments in the current year.

28.4 Each year between March 1 and March 31, each employee shall receive a cleaning allowance of one hundred fifty dollars (\$150.00) by check which shall be comprised of \$12.50 for each month that the employee was actively working in the previous twelve-month period.

ARTICLE 29. LONGEVITY

29.1 All employees hired into the bargaining unit prior to July 1, 1997 and who meet the eligibility requirements shall be entitled to longevity pay on or before December 20 of each payment year, December 1 through November 30 of the preceding year. Payment is made to employees on the payroll on January 1 and on the payment date in accordance with the following schedule:

<u>Year of Continuous City Service as of November 30 of Payment Year</u>	<u>Longevity Pay</u>
4 - 8 Years	\$ 840
9 - 13 Years	1,679
14 - 18 Years	2,519
19 Years or Over	3,358

ARTICLE 30. RETIREMENT

30.1 Defined Benefit Plan: Employees hired before 7/1/97 may participate in the defined benefit (DB) plan as explained in Chapter 10 of the Troy City Code except for the following:

1. The annuity factor for employees retiring after 7/1/97 shall be 2.5% from age 50 to 62, and 2.25% from age 62.
2. For employees retiring before 7/1/98, the following elements will apply pursuant to Chapter 10 of the Troy City Code:
 - a. Eligibility options: Age 50 with 27 years service
 Age 60 with 10 years of service
 Age 55 with 10 years of service (age
 reduction factor used)
 - b. Where applicable, a duty death benefit shall be provided to a surviving spouse which will equal no less than 25% of the deceased employee's FAC.

For employees retiring after 7/1/98, the following elements will be included in pension benefits:

- a. Eligibility for retirement shall be after 25 years of service regardless of age.
 - b. Where applicable, a duty death benefit shall be provided to a surviving spouse which will equal no less than 50% of the deceased employee's FAC.
3. If eligibility age for the old age insurance benefits under the Social Security Act, 42 USC 401, is increased beyond the age of 62, the benefit computation shall continue at 2.5% annually and not reduce to 2.25% until the retiree reaches the increased eligibility age for old age insurance benefits.
 4. Final average compensation shall be based upon the best three (3) of the last ten (10) years of credited service.
 5. Effective 7/1/97, the member's contribution to the Retirement System Pension Program shall be 1.5% of gross payroll. Effective 1/1/99, the member's contribution shall be increased to 4.0% of gross payroll.

30.2 Defined Contribution Plan: Employees hired on or after 7/1/97 shall participate in the Defined Contribution (DC) Pension Program. The DC plan is elective for employees hired before 7/1/97.

1. Contribution rates:

For current employees: Employee - 3%
Employer - 13%

For new employees: Employee - 5%
Employer - 11%

2. Vesting Schedule for Employer Contributions: Employees hired after 7/1/97 shall be 50% vested at three years, 75% vested at four years and 100% vested at five years. Employees hired before 7/1/97 electing to convert to the DC plan shall be immediately vested.

3. Conversion: Employees hired before 7/1/97 will be given a window period from the date of ratification of the Agreement by both parties until 12/30/97, during which they may opt out of the DB plan and elect participation in the DC plan. The employer may, at its discretion, choose to open a window period again at a later date. Once an employee elects to participate in the DC plan, the decision is irrevocable; the employee cannot revert back to the DB plan.

Employees electing to participate in the DC plan shall have the actuarially-determined value of their DB plan rolled over into the DC plan, and shall be immediately vested.

30.3 Upon retirement, the retiree will receive his/her final payouts for vacation pay and sick pay in a check separate from wages.

30.4 The City will pay for medical and hospitalization insurance for eligible retirees through Banker's Trust (Coalition of Public Safety Employees Health Trust) at the rate of \$225 per month.

For employees retiring after 1/1/99, the City will pay for medical and hospitalization insurance through Bankers' at the rate of 4% per complete year of credited service for 2-person coverage for retiree, current spouse, or dependent child, provided that the retired employee or spouse is drawing benefits or a pension pursuant to the City of Troy Retirement Ordinance. However, in the case of a duty disability retirant, the computation shall be not less than the amount it would be if the member had 10 years of credited

service. A retiree may pay, at his/her own option and expense, the difference between two-person and family rate.

After January 1, 1999, employees retiring from the City shall, through retirement check deductions, pay the dollar difference between the health insurance cost to provide Bankers' Trust coverage for MAFF retirees (at the one-person or two-person rates, as applicable), and the cost to the City to provide health insurance coverage for TPOA members who would have retired at the same time. This rate may fluctuate and will be re-determined by the City on or about June 1 of each year. This determination shall be subject to the grievance procedure.

ARTICLE 31. EXIT INTERVIEWS

31.1 Any employee terminating active employment with the Employer will be given an exit interview by an employee in the Human Resource and/or Finance Department during which time an explanation of all rights and benefits, as well as an accounting of all sums due, will be provided to the employee, or, in the case of death, this information will be provided to his/her spouse or beneficiary.

ARTICLE 32. JUDICIAL REVIEW

32.1 If any article or section of this Agreement or any supplement thereto shall be held invalid by the operation of any law or by any tribunal, the remainder of this Agreement and supplements thereto shall not be affected thereby.

ARTICLE 33. RESIDENCY

33.1 Effective (*the date of the signing of this Agreement*), employees hired before (*the date of the signing of this Agreement*) and residing outside of the City of Troy may continue to reside outside of the City of Troy. Such employees shall be eligible to apply for or bid for any promotions; promotions in this context meaning either to rank or position.

33.2 Notwithstanding the provisions in Section 33.1, the City has the right to require residency. However, if the requirement is lifted, it will be lifted for all current employees at that time.

33.3 Employees hired after (*the signing of this Agreement*) who may be required to become residents of the City of Troy will be notified of this requirement in writing, with a copy sent to the Association. Once notified, employees shall become residents of the City of Troy within one (1) year after the successful completion of the probationary period and shall remain residents of the City of Troy while so employed unless the provisions of Section 33.2 are implemented.

ARTICLE 34. WAGES

34.1 The wage scale for members of this bargaining unit are set forth in Appendix A.

ARTICLE 35. DURATION OF AGREEMENT

35.1 This Agreement shall remain in full force and effect from date of execution until June 30, 2001, and thereafter for successive periods of one year unless either party shall, on or before the sixtieth (60th) day prior to expiration, serve written notice on the other party of a desire to terminate, modify, or amend this Agreement.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, signed and sealed this Agreement on this 25th day of August, 1997.

FOR THE ASSOCIATION:
MICHIGAN ASSOCIATION OF
FIREFIGHTERS

(MAFF)

John Wenzel, MAFF, 8-14-97

Robbie Dwyer 8-14-97

Bob Smith 8-14-97

FOR THE CITY OF TROY
CITY OF TROY, OAKLAND COUNTY
MICHIGAN

Jeanne M. Stine
Jeanne M. Stine, Mayor

James C. Bacon, Jr.
James C. Bacon, Jr., City Manager

Tamara C. Renshaw
Tamara Renshaw, City Clerk

Peggy E. Clifton
Peggy E. Clifton, Human Resources
Director



TENTATIVE AGREEMENT
City of Troy and MAFF
May 7, 1997

APPENDIX A

PAY PLAN:

CLASSIFICATION/STEP	EFFECTIVE DATES				
	7/1/95	7/1/96	7/1/97	1/1/98	7/1/98
Fire Staff Lt.					
Start	\$41,704	\$43,789	\$44,665	\$46,005	\$46,925
Step 1	42,904	45,049	45,950	47,329	48,276
Step 2	44,104	46,309	47,235	48,652	49,625
Step 3	45,304	47,569	48,520	49,976	50,976
Step 4	46,504	48,829	49,806	51,300	52,326
Division Assistant Chief	\$54,492	\$57,217	\$58,361	\$60,112	\$61,314

CLASSIFICATION/STEP	EFFECTIVE DATES				
	1/1/99	7/1/99	1/1/00	7/1/00	1/1/01
Fire Staff Lt.					
Start	\$48,333	\$49,300	\$50,286	\$51,292	\$51,805
Step 1	49,724	50,718	51,732	52,767	53,295
Step 2	51,114	52,136	53,179	54,243	54,785
Step 3	52,505	53,555	54,626	55,719	56,276
Step 4	53,896	54,974	56,073	57,194	57,766
Division Assistant Chief	\$63,153	\$64,416	\$65,704	\$67,018	\$67,688

The above salaries reflect the following increases:

7/1/95:	5.0% (non-retroactive)	1/1/99:	3.0%
7/1/96:	5.0% (retroactive to 1/1/97)	7/1/99:	2.0%
7/1/97:	2.0%	1/1/00:	2.0%
1/1/98:	3.0%	7/1/00:	2.0%
7/1/98:	2.0%	1/1/01:	1.0%

MINIMUM REQUIREMENTS FOR ADVANCEMENT
TO EACH STEP OF FIRE STAFF LT. CLASSIFICATION

Start (Entry Level Basic Pre-Requisites)
Firefighter II, 5 Years of Experience, HazMat Operations

Step 1
Successful completion of one year service, and State of Michigan Certified Fire Instructor Certification.

Step 2
Successful completion of second year of service, and Fire Officer I Certification.

Step 3
Successful completion of third year of service, and Completion of Inspector Training Program.

Step 4
Successful completion of fourth year of service, and Fire Officer II Certification.
30 semester hours of fire science core courses from an accredited college. (1)

(1) There is no requirement for a member to attend 30 hours of college. A member not completing such 30 hours would stay at step three until the college requirements are met for step four.

Notwithstanding the requirements of Act 78, no member will be allowed to test for the next higher position until that person has reached step four. If only one person is qualified for promotion, persons at the next lowest step would become eligible.

NOTE:

Any adjustment to wages, including annual salary, shall be effective on the pay period beginning dates closest to the dates specified in this Agreement.

NOTES

