

**A G R E E M E N T**  
**BETWEEN**  
**CITY OF TRAVERSE CITY**  
**AND**  
**TRAVERSE CITY FIREFIGHTERS ASSOCIATION, AFL-CIO**

**7-1-2004 THROUGH 6-30-2007**

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**A G R E E M E N T**  
**between**  
**CITY OF TRAVERSE CITY**  
**and**

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

This AGREEMENT entered into, covering the period of July 1, 2004 to June 30, 2007, by and between the CITY OF TRAVERSE CITY, Traverse City, Michigan, hereinafter called the "City", and TRAVERSE CITY FIREFIGHTERS ASSOCIATION, AFL-CIO, also known as Local 646 International Association of Firefighters, hereinafter called the "Association".

WITNESSETH;

**ARTICLE 1.**

**PURPOSE AND DEFINITIONS**

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

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

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

**ARTICLE 2.**

**COVERAGE**

This Agreement shall be applicable to all full time Firefighters, Fire Lieutenants and Fire Captains of the Fire Department of the City, whether working in fire suppression or fire

inspection/prevention.

**ARTICLE 3.**  
**RECOGNITION**

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

**ARTICLE 4.**  
**UNION MEMBERSHIP**

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

**ARTICLE 5.**  
**DEDUCTION OF DUES**

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

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

The Association agrees that in the event of litigation against the City of Traverse City, its

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

## **ARTICLE 6.**

### **AGREEMENT TO NEGOTIATE**

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

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

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

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

## **ARTICLE 7.**

### **MANAGEMENT RIGHTS PROVISIONS**

- a) The Association recognizes the right of the City to operate and manage its affairs in all respects in accordance with its responsibilities. The powers or authority which the City has not specifically abridged, delegated or modified by this Agreement are retained by the City.
- b) The Association recognizes the exclusive right of the City to establish reasonable work rules,

determine reasonable schedules of work, determine and establish methods, processes and procedures by which such work is to be performed as well as set work standards. The City also reserves the right to make work assignments in emergency situations within the limitations of this contract.

- c) The City has the right to reclassify existing positions based on assigned duties and responsibilities or make changes in assigned duties and responsibilities, it being understood by the parties that only the significant and principal duties and ranges of skill are enumerated in Class Specifications and Job Descriptions; incidental duties, similar and related, although not enumerated, are intended to be performed by the employee.
- d) The City reserves the right to discipline or discharge for just cause.
- e) The City reserves the right to layoff for lack of work or funds, or the occurrence of conditions beyond the control of the City or where such continuation of work would be wasteful and unproductive.
- f) The Association recognizes that the City has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the City.
- g) The responsibilities of the City Manager and the Fire Chief, governed by charter provisions, ordinances, and personnel rules, subject to the provision of this Agreement, include and they have the right to hire, assign, transfer, and promote employees to positions within the agency; to suspend, demote, discharge, or take other disciplinary action against employees; to relieve employees from duty because of lack of work or lack of funds; to determine methods, means and personnel necessary for departmental or agency operations, to control departmental or agency budgets; to take whatever actions are necessary in situations of emergency to perform the functions of the department; to administer pay and fringe benefit plans; and to provide the necessary surveys, research, rules, regulations and recommend resolutions and ordinances for this purpose.
- h) If the City in its sole discretion, decides to enter into integration of emergency services, it will notify the Union in advance of entering such integration. The Union agrees to participate in discussion and to bargain about the effects of such integration on the bargaining unit personnel. This shall not constitute a contract re-opener or a waiver by the Union of any bargaining rights.
- i) It is understood and agreed that nothing in this Article shall be deemed to waive or in any way impair the Union's bargaining rights under PERA, or the Union's rights under Article 27 of this Agreement.

## **ARTICLE 8.**

## **ASSOCIATION ACTIVITIES**

Section 1 - General: All full-paid Firefighters, Fire Lieutenants, and Fire Captains, whether working in fire suppression or fire inspection/prevention, shall have the right to join the Association; to engage in lawful concerted activities for the purpose of collective negotiations or bargaining or other mutual aid and protection; to express or communicate grievances or complaints related to working conditions or compensation of their employment or their interference, discrimination or reprisal.

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

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

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

## **ARTICLE 9. REPRESENTATION**

Section 1 - Committee: The members of the Association may be represented by a negotiating committee and their selection will be in any manner determined by the Association. The City will recognize these committee members as representatives of the Association in the administration of the provisions of the Agreement, grievance procedure and special conferences herein provided, except that the individual members of the department may process their own grievance if desired. The Association will keep the City informed, in writing, of the employees' names and their alternates who are members of this committee. The City agrees to release members of this committee during

their regular tour of duty for special conferences, provided that no overtime shall be paid nor shall such conferences interfere with the emergency or regular operation of the department.

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

## **ARTICLE 10.**

### **GRIEVANCE PROCEDURE**

#### Section 1 - Statement of Purpose:

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

#### Section 2 - Definitions:

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

#### Section 3 - Grievance Answers:

The Step 1 and Step 2 grievance answers shall be in writing within seven (7) calendar days after the meeting. The written response shall be either hand delivered to a Union officer and signed for and/or sent by registered mail to the Union through the US Postal Service. In either case, the hand delivery and/or the registered mail date shall be within the time frame provided in this section.

#### Section 4 - Steps in Grievance Procedure:

- a) Step One (1): An employee with a grievance shall first discuss it with the Fire Chief together with a Union representative to try to resolve the matter informally, within seven (7) calendar days of the date of the event which originated the grievance. If the grievance is not satisfactorily resolved by the Fire Chief within seven (7) calendar days of the grievance meeting, the employee may reduce it to writing on a grievance form to proceed to step two.
- b) Step Two (2): If the Fire Chief's answer is felt to be unsatisfactory, the employee or union

representative may file the grievance in writing within seven (7) calendar days after receipt of the Fire Chief's Step 1 response, with the City Manager. When so filed, a meeting between the employee and/or union representative and the City Manager and/or his representative, will be arranged to discuss the grievance within seven (7) calendar days from the date the grievance is submitted to the City Manager. The City Manager shall submit his/her answer to the grievance in writing, within seven (7) calendar days after the meeting.

- c) Step Three (3): In the event the last step fails to settle the grievance, the union, within thirty (30) calendar days from receipt of the City Manager's Step 2 answer may appeal to arbitration by filing with The American Arbitration Association (AAA) panel in Michigan. The arbitration process shall be as provided for in the AAA Rules and a Michigan arbitrator shall be selected.

The Arbitrator shall be limited to the application and/or interpretation of this Agreement and shall have no power to add to, subtract from, or modify the express terms of this Agreement in any respect. The Arbitrator's decision shall be final and binding. The fees and expenses of the Arbitrator shall be shared equally by the Union and the City.

The individual grievant(s) (if any), the Union President, and one other Union officer shall be released from work without loss of pay or benefit in order to attend the entire hearing. In addition, other employees called to testify by either party shall be released from work without loss of pay or benefit for such time as needed for their testimony to be completed. In any event Fire Department operations will be adequately staffed.

## **ARTICLE 11**

### **DISCIPLINE AND DISCHARGE**

In the case of any type of disciplinary action taken by the City, appeals from such action shall be in accordance with the Grievance and Arbitration Procedure provisions of this Agreement.

- (a) The City shall not impose any type of disciplinary action on a non-probationary employee without just cause. It is mutually agreed that progressive discipline for minor offenses should be employed and, therefore, the non-probationary employee shall first receive an oral and a written warning notice before more severe discipline is issued. It is acknowledged, however, that a warning notice, whether verbal or written, need not be issued first for major infractions. No employee shall be subject to an investigative interview until the employee and a Union official have been advised in writing of the incident and alleged offenses being investigated. ( An investigatory interview is where an employee is questioned, and it is probable that his/her answer(s) could potentially result in discipline of that employee.) If in the course of the investigatory interview, if the employee reasonably believes that the interview may lead to discipline, the employee may request the presence of the Union President or designee. All disciplinary charges must be brought against an

employee within a reasonable time after the employer becomes aware of the incident or grounds for the discipline. All discipline issued must be by proper written notice to the employee and a Union official citing the specific offense(s) of which the employee was determined guilty and the reason(s) for the discipline. In addition, all charges shall be void unless filed within ninety (90) days following the date the Chief becomes aware of the violation.

- (b) The discharged or suspended non-probationary employee will be permitted to review their discharge or suspension with their union official and the employer will make available an area where the employee may do so before the employee is required to leave the property of the City. Upon request, the City or designated representative may discuss the discharge or suspension with such employee and the union official.
- (c) No employee shall be suspended from work without pay due to a pending investigation or due to pending criminal charges. In the event that the City desires to remove an employee from the workplace while the City completes its investigation, or because there are pending criminal charges against the employee, then the City shall place the member on an “administrative leave with pay” during which wages, seniority, and benefits shall continue.
- (d) Should a non-probationary employee who has been discharged or given a disciplinary suspension consider such discipline to be improper, a grievance may be processed initially at the written step of the grievance procedure, provided the grievance is submitted within seven (7) working days from the date discipline was imposed on the grieving employee. Discipline and/or discharge of a probationary employee is not subject to the grievance procedure.
- (e) All discipline shall be removed from an employee’s files and personnel records twenty (20) months after the date it was issued, with the exception of disciplinary suspensions which will be removed after thirty-six (36) months, and shall not thereafter be used in connection with any subsequent discipline.
- (f) Time Computation. Saturday, Sunday and holidays shall not be counted under the time procedures established in the grievance procedure.
- (g) Grievance Form. The grievance forms shall be mutually agreed upon.

## **ARTICLE 12**

### **PROMOTIONS**

## **SUPPRESSION AND PREVENTION/INSPECTION**

- I. Promotional vacancies within the Fire Department to the positions of Lieutenant and Captain shall be based on the following factors:
- A) Suppression may only promote to Suppression. Prevention/Inspection may only promote to Prevention/Inspection.
  - B) Promotions shall be on a competitive basis.
  - C) Written and oral examinations are to be based upon the classification of vacancy to be filled.
  - D) The City agrees that all full-time promotional vacancies within the Fire Department as stated above shall be filled by competitive examination using the following criteria:

Written examination	40 points
Oral Examination	35 points
Seniority	15 points
Service Rating	10 points (Average of last 2 years)
  - E) The written examination shall be given first. The applicant must receive a score of 70% or higher on the written examination to receive further consideration. The City shall choose the candidate having the highest total points (written, oral, seniority, and service rating) shall be entitled to the promotion.
  - F) Notices for promotional examinations shall be posted for a period of fourteen (14) calendar days and will indicate the requirement and appropriate study material for such examination.
  - G) The City will not be obligated to consider a request for examination from an employee unless that employee submits the request in writing during the posted period.

II. **Written Examination:** 40 points

The written test that is given to candidates for promotions shall be uniform and validated. Tests shall be acquired through a validated testing agency mutually agreeable between the City and

the Union. Applicants participating in such examinations shall be given the results thereof.

A City representative shall conduct the written examinations. The City shall give a minimum of 45 days advance written notice of the examination to the candidates. The person conducting the examination shall be present and maintain quiet in the examination room at all times so that all candidates may have a fair and equal opportunity to do their best. Talking among candidates shall be prohibited. No candidates shall leave the examination room without permission. The person in charge shall answer no questions pertaining to the examination. Written examination papers shall contain no identification other than the number placed on it by the candidate. The name of the candidate and his/her identification number shall be placed in an envelope, sealed and retained in the files of the City until the examination papers have been graded and the tabulated results returned.

**III. Agility Test for Lieutenant Promotional - Pass/Fail:**

(a) All sections of this test are to be graded pass/fail. The candidate shall be allowed two (2) attempts to pass each test. If the candidate fails the first attempt, candidate shall perform second attempt no later than ten (10) minutes immediately following the first attempt. Failure to pass any test after two (2) attempts will be failure of this section of the testing, and the candidate shall not continue with the promotional examination. The candidate shall wear turnout gear, helmet, boots, and gloves in all tests. If required, air tank or complete SCBA (self contained breathing apparatus) will be specified.

(b) Beam Walk. The candidate, given a beam secured to a level floor and measuring 20 feet long by 3 to 4 inches wide, and given a length of fire hose weighing at least 20 pounds, shall walk the length of the beam, carrying the hose, without falling or stepping off the beam.

(c) Window Simulation. The candidate shall climb through a simulated window. The base of the window opening shall be approximately 4 feet 6 inches in height. Air tank is required.

(d) Ladder Climb. The candidate shall climb to the top of the aerial ladder and return to the ground. The ladder shall be unsupported, fully extended, and at an approximate 65 degree angle.

(e) Hose Carry. The candidate shall carry up 3 stories of stairs (6 flights), in no more than 40 seconds, the following: 150 feet of 1 3/4 inch hose with nozzle, spanner wrench, and 2 1/2 inch adapter (air tank is required).

(f) Ladder Removal, Carry, Raise. The candidate shall remove a 16 foot metal straight ladder from hooks positioned 6 feet 6 inches from the floor, carry the ladder approximately 50 feet, raise

the ladder against a building, properly position the ladder for climbing, lower the ladder, and return the ladder to the hooks. Dropping or dragging the ladder will disqualify the candidate.

(g) Simulated Basement Rescue with Dummy. The candidate shall crawl through a darkened, lightless corridor. At the end of the corridor will be a 115 to 125 pound dummy. The candidate shall then carry or drag the dummy up one floor. The time limitation shall be the duration of a full 4500 psi “45 minute” rated SCBA (self contained breathing apparatus) which use of is required for this evolution.

(h) Hose Drag. The candidate shall drag on a level surface 150 feet of charged 1 3/4 inch hose a total of 300 feet in no more than 1 ½ minutes.

**IV. Oral Examination:** 35 points

A panel consisting of the Fire Chief and a minimum of 3 Captains shall conduct an internal oral examination. If a candidate feels that a conflict exists between themselves and a panel member, he/she may request that the Fire Chief give consideration to striking that Captain from the panel. The panel shall not conduct any oral examination unless all of the specified members are present. Candidates shall be rated on a rating form. Each panel member shall mark a rating form and the average score shall determine the points awarded. The format shall be at the discretion of the panel. No scores on other portions of the promotional examination shall be made known to the panel. A minimum of fifteen (15) calendar days advance written notice must be given to the candidates as to the date, time, and location of the interview.

**V. Seniority:** 15 points

Seniority shall be calculated as one point per year with the Traverse City Fire Department of job experience, beginning at 5 years through 20 years. The seniority score shall be computed to the nearest thousandth of a point to the date the written test is given.

**VI. Service Rating:** 10 points

The service rating score shall be calculated by taking the average of the immediate past two (2) years ratings mathematically correlated. (Service rating process/form will be mutually agreed upon by the Union and City. Until such time, the current process/form shall be used.)

Promotional lists will remain in effect for a period of two (2) years from the date the list is established. The tests will start between January 15-20 of each year and be completed by April. If a list is depleted, a new promotional test shall be given as soon as possible if the next scheduled promotional test for that rank is greater than six months away. If it is less than six (6) months until the next scheduled promotional test for that rank then the test shall be conducted on the scheduled date. In either event, until the promotional test is completed and a promotion made, the promotional vacancy shall be filled by the acting officer on that crew. If the crew does not have an acting officer, then the most senior fire fighter on the affected crew will become the acting officer. The Captains test will be on odd years, Lieutenants test will be on even years. If the position tested for is turned down by the candidate, the candidate will be removed from the promotional list.

In all promotional examinations, ties in the total score shall be broken using the following categories in order listed: seniority, written, oral.

Eligibility Requirements:

A) Years and Rank:

1) To be eligible to apply for promotion to Captain, two (2) years in the next lower rank of Lieutenant shall be required; however, if there are less than two (2) persons eligible to apply, then eligibility shall be opened up to the following successive ranks/years, in the following order, until there are at least two (2) persons eligible to apply:

- Lieutenant under two (2) years in rank
- Probationary Lieutenant
- Fire Fighter on the Lieutenant list
- Fire Fighter over five (5) years of service
- Fire Fighter under five (5) years of service but greater than one (1) year of service.

2) To be eligible to apply for promotion to Lieutenant, five (5) years in the next lower rank of Fire Fighter shall be required; however, if there are less than two (2) persons eligible to apply, then eligibility shall be opened up to Fire Fighters with less than five (5) years of service but greater than one (1) year of service.

**ARTICLE 13.**

## **SALARIES**

### Section 1 - General:

The salary schedule attached hereto as "Schedule A" shall be effective for the term of this agreement.

### Section 2 - Above Grade Pay:

A twenty-four (24) hour shift employee, whom upon request, temporarily assumes, the duties and responsibilities of a position that is greater than his regularly scheduled responsibility, and classified in a higher salary schedule, shall be paid an additional \$20.00 per shift day, if such temporary assignment exceeds six (6) hours of the shift. An eight (8) hour per day employee shall be paid an additional \$1.00 per hour.

Any temporary absence for the rank of Acting Chief shall be Captains. Any temporary absence for the rank of Acting Captain shall be Lieutenant. Any temporary absence for the rank of Acting Lieutenant shall be one of the candidates from the most recent Lieutenant promotional list. The three (3) highest scoring candidates shall be placed on separate crews. Any subsequent acting officer vacancies shall be filled using the next highest scoring candidate on the current promotional list. In cases where no other Acting Officer candidate exists, the senior fire fighter on the affected crew shall be offered the Acting Officer assignment.

Any temporary absence requiring an Acting Officer shall be filled from the shift on which the vacancy occurs. If a qualified person is not available, the Acting Officer shall be selected from the overtime list.

### Section 3 - Longevity Pay:

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

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

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

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

Section 4 - Overtime Pay:

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

Section 5 - Compensatory Time for Voluntary Training:

Employees may opt to accrue compensatory time in lieu of training overtime payments provided the employees receives approval from the Fire Chief. Compensatory time may not be earned or accumulated beyond sixty (60) straight-time hours.

EARNING COMPENSATORY TIME

A) 56 Hour Employees:

All 56 hour employees of the Fire Department will earn compensatory (comp) time at the rate of 1 (one) hour straight time for each 1 (one) hour of travel time, classroom time, and after class study time that is worked on an off duty day. Comp time cannot be earned on a regular duty day. Any portion of a duty shift after 9:00 p.m. on the day returning from training, the employee will not be required to report to duty for the rest of the shift. The employee shall not lose pay or benefit. 1 (one) hour comp time = 1 (one) hour straight time.

Formula: (Only applies to non duty day)

Travel to + class time + study time + travel from = comp time earned.

B) 40 Hour Employees:

All 40 hour employees of the Fire Department will earn compensatory time at a rate of 1.5 (one and one half) hours straight time for each hour of travel time, classroom time and after class study time that is worked in excess of the amount of eight (8) hours per day. Any portion of a duty shift not used for traveling to/from class or study time must be worked. 1(one) hour comp time = 1.5 (one and one

half) hours straight time.

Formula: (Applies to duty day)

(Travel to + class time + study time + travel from) - 8 x 1.5 hours = comp time earned.

Formula: (Applies to non duty day)

(Travel to + class time + study time + travel from) x 1.5 = comp time earned.

#### C) Compensatory Time Record Keeping:

Upon completion of the class, the employee shall provide their Shift Commander with a written record of comp time earned. This record will then be logged into payroll and forwarded to the Fire Chief, who will keep a record of comp time for all Fire Department employees.

#### D) Using Compensation Time:

1) If the employee wishes to use comp time, he/she must a) satisfy the requirements listed below, b) fill out a comp time use request form, c) get approval from the Shift Commander.

2) Employees may use compensation time with approval from the Shift Commander any time preferred as long as its usage does not cause a shift vacancy that requires overtime personnel to fill, unless approval for overtime is obtained from the Fire Chief or his designee.

3) If compensation time has been previously scheduled and a shift vacancy occurs that requires overtime personnel to fill, the compensation time will be canceled unless approval for overtime is obtained from the Fire Chief or his designee.

4) An exception to #1 will be if an Acting Officer is required to fill a vacancy caused by a Line Officer absence, whereas the comp time taken by the fire fighter is not the reason/cause of the overtime on that shift, and would occur regardless of the fire fighter's absence. A line officer must be replaced by an acting officer using overtime regardless of a scheduled absence of a fire fighter. In this instance comp time usage does not affect the necessity of overtime.

5) If time off has been scheduled using comp time, such comp time will not be subject to an automatic bump by a vacation time, if the comp time has been scheduled more than 14 days in advance. If it was scheduled less than 14 days in advance, it may be subject to bumping by other personnel. In any dispute, seniority shall prevail.

6) Compensation banks are capped at 60 hours time. The employee shall strive to prevent the accumulation of comp time above this figure. If the employee is at or near the 60 hour limit, and earning more comp time is unavoidable due to class scheduling, any time earned past the 60 hour cap will be paid out to the employee during the next payroll cycle.

7) For purposes of use, accrued comp time will be used in no less than 1/4 (one quarter) hour increments.

**ARTICLE 14.**

**HOLIDAYS**

The following holidays are recognized by the City:

NEW YEAR'S DAY	LABOR DAY
PRESIDENT'S DAY	THANKSGIVING DAY
GOOD FRIDAY	DAY AFTER THANKSGIVING
MEMORIAL DAY	CHRISTMAS DAY
JULY 4 <sup>th</sup>	VETERANS DAY

All 24-hour employees shall receive the equivalent of the employee's hourly rate (calculated as a 40-hour employee) x 8 hours at 1½ as holiday pay. The additional pay shall be paid in the payroll period in which the holiday falls.

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

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

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

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

**ARTICLE 15.**

**INSURANCE**

Section 1 - Medical Insurance:

The City shall provide to Association members and their eligible dependents/family members

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

- Full cost of comprehensive hospital care providing 365 days of hospital care for general health conditions with full renewal of days after at least 60 consecutive days of being out of a hospital, with up to 45 of these days used for mental conditions, in a semi-private hospital room. (Comprehensive Hospital Care, MVF Preferred Group Benefit, & D45NM)
- Continuation of group coverage for dependent, unmarried children of the subscriber between the ages of 19-25 as defined by the U.S. Internal Revenue Code. (FC)
- Continuation of group coverage for sponsored dependents who are related by blood or marriage, or who reside with the employee as a member of the household as the employee's dependent as defined under the U.S. Internal Revenue Code. (SD)
- Federal legend drugs at a cost of \$2.00 per prescription or refill. (PD \$2.00) A rider to provide the generic equivalent drug at a cost of \$2.00. (PD-MAC) The rider does not remove the availability of brand-name drug but does require that the physician indicate brand name only be dispensed on the written prescription. This is done by noting "dispense as written" (DAW) on the prescription.
- Master Medical Catastrophic coverage which adds to the basic coverage which protects the employee and dependents against the cost of unusual or lengthy illness. MMC benefits are available after a \$100 for one person or a total of \$200 for a family deductible in a calendar year. The plan will pay 80% of the approved amount for health care expenses. (MMC Option 1)
- Waiver of member liability of \$5.00 or 10% (whichever is greater) of the approved payment scheduled amount of the physician's charge for: diagnostic laboratory, radiology, pathology, and EKG's. (ML)
- Emergency First Aid provides benefits based on usual, customary and reasonable charges for the initial examination and treatment for emergency first aid and life threatening medical emergencies. (FAE-RC)
- Pre-authorization coverage requires physicians to initiate procedures for all inpatient admissions to hospitals, except those related to emergencies, prior to admission. (Pre 100)
- Pre-certification of Elective Surgery - Voluntary Second Surgical Opinion coverage provides benefits of second opinion consultations prior to any inpatient elective surgery in hospitals. Surgeries requiring a second opinion: Cataract, Fallopian Tubes, Tonsils, Heart valve, Gall

bladder, Ovaries, Nasal, Adenoids, Hysterectomy, Hernia, Heart bypass & Prostate.(PCESI)

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

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

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

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

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

New employees shall be entitled to hospitalization insurance as soon after completion of the first six (6) months of service as allowed by the health carriers agreement. The City shall be responsible for the cost of the applicable premium up to:

Health, Medical and Surgical Insurance Cost Cap:

April 1, 2005:

A.	Single Person Coverage .....	\$266.00/month
B.	Double Person Coverage .....	\$470.00/month
C.	Family Coverage .....	\$496.00/month
D.	Family Dependent .....	\$.00/month

Once the applicable premium exceeds the above limits, the City shall also be responsible for

fifty percent (50%) of the excess amount, and the employee shall be responsible for the remaining fifty percent (50%) of the excess amount.

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

The Employer agrees to compensate employees who have other health insurance coverage, two thousand four hundred dollars (\$2,400.00) per year pro-rated at two hundred dollars (\$200.00) per month for opting out of the Employer's health insurance coverage. Opt-out compensation will be payable at the end of the health insurance year for eligible employees, including those who terminate during the year. Eligible employees will be required to sign a Payment In Lieu of Insurance Waiver and Release form annually.

The Employer agrees to provide a Retirement Health Savings (RHS) Plan to allow employees to save for retiree medical expenses with pre-tax dollars. The Employer agrees to match a maximum of one-half percent (½%) of an employee's gross salary provided an employee contributes a minimum of one-half (½%) of an employee's gross salary to the plan. There shall be no limit on the amount an employee may contribute. This is an irrevocable contribution.

#### Section 2 - Retiree Hospitalization:

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

#### Section 3 - Retiree Hospitalization After July 1, 1994:

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

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

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

- a) For the purposes of this section, a retiree is defined as an Association member 50 years of age or older who voluntarily terminates his employment with the City after July 1, 1994, under any of the following circumstances (Reference the Benefit Plan, May, 1984, a supplement to this article):

1. The retiree has obtained the age of 50 prior to retirement.
  2. The retiree has accrued 25 years of service credit and has retired prior to age 50, and that retiree has subsequently reached age 50.
  3. The retiree has accrued 25 years of service credit attainment at any age.
- b) Health care coverage for disability retirees, to begin immediately upon disability retirement.
  - c) The City agrees to finance their portion of the Retiree Health Insurance benefit; as shall be determined by an annual actuarial analysis.
  - d) All funds contributed by the City shall be placed in a trust fund. Administration of this fund shall be the responsibility of the Traverse City ACT 345 Board. (Reference the Firefighters Health Benefit Trust Agreement and Declaration of Trust, May 1984, which remains effective through the term of this Agreement.)
  - e) The Traverse City ACT 345 Board shall be responsible for obtaining an annual audit of this trust fund by a qualified public accounting firm and for obtaining an annual actuarial analysis by a qualified firm.
  - f) If upon or after retiring an Association member becomes eligible for hospitalization insurance coverage through a new employer, a spouse's employer, Medicare, long-term disability, or some other governmental or private hospitalization program, that retiree must report to the Human Resources this potential source of hospitalization coverage. If such coverage is equal to or superior to the previously described plan, the retiree must utilize the coverage offered by that source instead of the retirees hospitalization program described in this contract. Should the alternate coverage require an employee contribution, or be inferior to the previously described coverage, a determination shall be made by the Traverse City ACT 345 Board regarding the most cost effective method to the trust fund for the retiree and their dependents to receive the level of coverage previously described. Failure to comply with this reporting requirement is grounds for suspension of coverage for the retiree until the retiree reimburses the trust fund for the excess costs incurred.
  - g) Hospitalization coverage under this section shall be terminated to any retiree's spouse who is divorced from the retiree or who remarries after the death of the retiree.
  - h) The City retains the right to review alternate health care coverage and to implement such programs provided that the carrier is licensed to do business in the State of Michigan, provides equivalent or greater benefits and coverage, and accepted by the health care community.
  - i) Persons retiring after July 1, 1990, shall be responsible for paying premiums for

dental insurance coverage, if such coverage is elected by the retiree.

j) The City will pay retiree's health insurance premiums who retire after July 1, 1995, up to:

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

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

Section 4 - Life Insurance:

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

Section 5 - Dental Insurance:

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

Section 6 - Medical Insurance During Leaves of Absence:

An employee who has extinguished all short-term leave, compensatory leave, vacation leave, sick leave (if applicable), and Short Term Disability (STD) benefits if applicable, but who continues to remain off work, shall be deemed to be on a medical leave of absence.

A medical leave of absence resulting from non-occupational injury or illness, may be granted for no longer than one (1) year. During such leave, the City shall continue to pay their portion of premium for group hospital, medical, and surgical coverage for a period of one (1) month following the month in which the leave of absence begins.

For employees who suffer an occupational injury or illness, group hospital, medical, and

surgical coverage will be extended for either one (1) year following the month in which the absence begins, or until the employee terminates their employment with the City, whichever is a lesser duration. The City shall continue to pay their portion of premium during such period and the employee shall pay their portion.

In either of the situations mentioned above, if the employee on a medical leave of absence fails to pay their portion of the group hospital, medical, and surgical coverage premium by the 15<sup>th</sup> day of the preceding month for insurance coverage, then the City shall terminate the employee's group hospital, medical, and surgical coverage effective the last day of the month. [Example: Employee's portion of insurance premium for coverage the month of September must be received by the City Treasurer's Office no later than the 15<sup>th</sup> day of August. If employee's premium is not received by the 15<sup>th</sup> day of the preceding month for which coverage is to be applied, the City shall terminate group hospital, medical, and surgical coverage for that employee, and dependents, effective midnight the last day of the preceding month (August 31<sup>st</sup>).] Upon the employee's return to work, group hospital, medical, and surgical coverage will be reinstated effective the first of the month following the date of return to work.

## **ARTICLE 16.**

### **ANNUAL VACATION LEAVE**

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

- a) Three (3) twenty-four (24) hour shift days after one (1) year of service. Employees will earn 2.77 hours per pay period beginning the first year of service.
- b) Six (6) twenty-four (24) hour shift days after two (2) years of service. Employees will earn 5.54 hours per pay period beginning the second year of service.
- c) Nine (9) twenty-four (24) hour shift days after eight (8) years of service. Employees will earn 8.31 hours per pay period beginning the eighth year of service.
- d) Ten and one-half (10.5) twenty-four (24) hour shift days after twelve (12) years of service. Employees will earn 9.69 hours per pay period beginning the twelfth year of service.

- e) Twelve (12) twenty-four (24) hour shift days after seventeen (17) years of service. Employees will earn 11.08 hours per pay period beginning the seventeenth year of service.

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

- a) Five (5) eight (8) hour shift days after one (1) year of service. Employees will earn 1.54 hours per pay period beginning the first year of service.
- b) Ten (10) eight (8) hour shift days after two (2) years of service. Employees will earn 3.08 hours per pay period beginning the second year of service.
- c) Fifteen (15) eight (8) hour shift days after eight (8) years of service. Employees will earn 4.62 hours per pay period beginning the eighth year of service.
- d) Seventeen and one-half (17.5) eight (8) hour shift days after twelve (12) years of service. Employees will earn 5.38 hour per pay period beginning the twelfth year of service.
- e) Twenty (20) eight (8) hour shift days after seventeen (17) years of service. Employees will earn 6.15 hours per pay period beginning the seventeenth year of service.

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

The Fire Chief may schedule vacation leaves for employees with particular regard to seniority to those employees and to enable efficient and effective operations within the Department. Requests for vacation leave shall be approved by the Fire Chief or the designee. The Fire Chief or the designee can deny or cancel vacation time usage if all means of filling a shift have been exhausted and adequate staffing levels cannot be maintained. This includes providing staffing requirements on a daily basis and in cases of public necessity arising from great conflagration, riot, flood, epidemic of pestilence, weapons of mass destruction attack, and military service.

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

Two (2) twenty-four (24) hour employees per twenty-four (24) hour shift may be off duty on vacation leave at any given time.

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

Annual vacation leave hours may be accumulated by an individual employee, assigned to twenty-four (24) hour shifts, not to exceed two hundred eighty-eight (288) hours. Annual vacation leave hours may be accumulated by an individual employee, assigned to an eight (8) hour shift, not to exceed one hundred sixty (160) hours. Vacation in excess of two hundred eighty-eight (288) hours for a twenty-four hour (24) shift employee and one hundred sixty hours (160) for an eight (8) hour shift employee shall be cashed out annually on October 1<sup>st</sup> with the next regular pay check. Upon separation from service, employees will be entitled to compensation for any unused portion of accumulated annual leave.

## **ARTICLE 17.**

### **SICK LEAVE**

The City shall provide each regular full-time employee with Short Term Disability (STD) Insurance coverage which shall provide, at a minimum:

- a) Up to twenty-six (26) weeks of coverage per occurrence.
- b) Coverage which shall be effective upon the first (1st) day of an accident and the eighth (8th) calendar day of illness.
- c) A weekly benefit guarantee of 66 2/3% of the employee's gross wage. (Note: For a 24 hour shift employee the weekly benefit is calculated on 56 hours.)

Effective December 1 of each year each regular full-time twenty-four (24) hours shift employee shall receive ninety-six (96) hours for short term leave. Each regular full-time eight (8) hours shift employee shall receive fifty-six (56) hours for short term leave. Short term leave may be taken in increments of one (1) hour or greater upon advance approval of the Fire Chief or their designee. In no case shall a request for short term leave in increments less than six (6) hours be approved if such leave would cause overtime or call-in of another employee. Where an employee requests short term leave for an illness, such prior notice is not required. The Fire Chief may require

such evidence of illness as deemed necessary to justify the request for paid sick leave. Where deemed necessary, the Fire Chief may request a certificate of illness from the attending physician or make whatever investigations are necessary to be assured that leave is granted only for bona fide illness. Short term leave may not be accumulated. New hires shall receive an initial pro-rata amount of short term leave hours based on their date of hire and a benefit period from December 1 to November 30.

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

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

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

work week, and the weekly benefit provided through Sickness and Accident Insurance. Provided, however, only the amount of sick leave required to make up this difference shall be deducted from the employee's sick leave bank.

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

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

## **ARTICLE 18.**

### **LEAVES OF ABSENCE**

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

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

#### Section 2 - Bereavement Leave:

An employee will be permitted, upon proper notice to the Fire Chief, to be absent from work,

without loss of pay (designated paid bereavement leave will be used in the calculations for ACT 604 overtime), up to three (3) shift days for twenty-four (24) hour shift employees, between the death and funeral, if needed, upon the occurrence of death in the employee's immediate family as defined below.

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

Spouse, child, parent, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandfather, or grandmother, grandchild, and step father-mother-child-grandchild of current marriage.

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

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

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

Forty-eight (48) hours each year.

One hundred eight (108) hours every other year.

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

#### Section 4 - Personal Leave:

Personal leaves of absence without pay, for reasons other than specifically provided elsewhere in this Agreement, but not for the purpose of seeking or securing work elsewhere, may be granted by the City Manager upon written application by an employee.

- a) When a personal leave of absence under this provision is granted for a specified period of not more than sixty (60) calendar days, the individual shall be entitled, at the termination of such leave, to be reinstated at the same level and type of position

the individual held at the time the leave was granted.

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

## **ARTICLE 19.**

### **WORKER'S COMPENSATION**

All employees shall be covered by the applicable Worker's Compensation Law. If any employee is disabled in the course of and arising out of their employment and as such is deemed eligible for worker's compensation benefits such employee shall be paid their rate of pay from the date of injury to which time worker's compensation wage benefit begins, but not to exceed seven (7) calendar days. Under the Workers Compensation Act no compensation is paid for an injury that does not last for at least one calendar week. If the disability lasts beyond one calendar week, the worker is entitled to benefits as of the eighth calendar day after the injury. If a disability continues for two calendar weeks or longer, then the worker is entitled to be paid compensation for the first calendar week of disability. If this occurs, the employee shall immediately pay back the appropriate sum received to the City.

Employee's shall be allowed salary payments which, with this workers compensation wage benefit, will equal their regular gross salary or wage. In all cases salary payments that are in addition to worker's compensation wage benefits shall be deducted from the employee's accrued sick leave (if applicable), short term leave bank, compensatory leave bank, or accrued vacation bank.

Light Duty Review: A committee consisting of the Fire Chief, Human Resource Director, President of the Fire Fighters Union, and one other Union member, as determined by the President

of the Fire Fighters Union, shall comprise the Light Duty Review Committee. The purpose of the committee will be to review the employee's physical (and perhaps mental) capability to perform light duty work within the Fire Department. When an employee is released by his/her attending physician stating that he/she is capable of returning to work to perform limited light duty activities, they shall provide a release by their attending physician stating such to the Fire Chief. The Fire Chief will call a meeting of the committee where a review of the employee's job skills will be reviewed. During this meeting, the Chief will determine if there is an appropriate level of, and amount of work to continue the review process. Once it has been established that there is an adequate amount of work to be performed, the committee will review the physical requirements which they feel are appropriate in performing such work. Upon completion of this, the Human Resource Director shall correspond with the employee's attending physician identifying work that is available in the Fire Department. Upon written confirmation from the attending physician that the employee should/could be capable of performing such work, the committee will reconvene and the President of the Fire Fighters Union shall invite the employee if he/she desires.

Job duties, hours of work, physical restrictions, and the employee's concerns shall be discussed. It is understood that the physician may not be the only professional source sought or considered when making these determinations. It is also understood that the employee, upon returning to light duty work, may find the work too difficult to perform dependent upon his/her injury and thus require him/her to return to medical leave or worker's compensation leave.

There is nothing that would prevent the committee from pursuing a light duty restriction release to return to work for an employee off on medical leave and/or worker's compensation.

The committee shall be in consensus before proceeding with any step of this process. The committee would review the process and performance of the employee while on light duty, requesting a reconsideration of any decision if they so desire. Again, consensus of the committee is necessary to implement any action. If there is not consensus, the committee will select another member of the Fire Fighter Union to review the process and a majority vote will establish consensus.

Twenty-four (24) hour shift employees will be transferred to a forty (40) hour work week for light duty work assignments.

## **ARTICLE 20.**

## **TERMINATION OF EMPLOYMENT**

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

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

## **ARTICLE 21.**

### **SENIORITY AND PROBATION**

#### Section 1 - Seniority:

Seniority shall be defined to mean the length of the employee's service with the City in the Fire Department commencing from the last date of hire. The application of seniority shall be limited to the preferences recited in this Agreement.

#### Section 2 - Probation:

A new employee shall work under the provisions of this Agreement but shall be employed only on a six (6) month probationary period, during which time the employee may be discharged without further recourse. After the probationary period, the employee shall be given regular status in the department. In case of discipline during the probationary period, the City shall notify the Union in writing. Insurance fringe benefit eligibility shall commence on the first day of the month following six (6) months of employment.

## **ARTICLE 22.**

### **LAYOFFS/RECALLS**

In the event there are layoffs, removal by layoff shall be based on inverse seniority with the T.C. Fire Department, commencing with the member(s) most recently hired by the City of Traverse City. All laid off members shall be entitled to recall to the position last held prior to layoff before any new employees are hired. Any laid off member who is recalled shall be returned immediately

to the position last held prior to layoff, without preconditions, and shall be returned with seniority based on the original date of hire.

## **ARTICLE 23.**

### **HOURS OF EMPLOYMENT**

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

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

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

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

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

## **ARTICLE 24.**

## **UNIFORMS**

### Section 1 - Turnout Gear:

The City shall furnish all turnout gear required.

### Section 2 - Dress Uniforms:

New hires, following the successful completion of their probationary period, shall **be** furnished, by the City:

- |                             |                       |
|-----------------------------|-----------------------|
| (1) Dress Hat with Badge    | (1) Pair White Gloves |
| (1) Class A Coat with Badge | (1) Shirt Badge       |
| (1) Class A Pants           |                       |

### Section 3 - Work Uniforms:

- a) The City shall provide three (3) sets of work uniforms, or cost equivalent items from an approved pre-established list, to each firefighter per year, during the fiscal year.

## **ARTICLE 25.**

### **RESIDENCE**

Employees of the Fire Department shall retain a residence within twenty (20) road miles of work as measured from the nearest City limit. New hires have one (1) year from successful completion of the six (6) month probation period to attain such residence.

## **ARTICLE 26.**

### **PENSION SYSTEM**

#### Section 1:

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

The City encourages any member retiring to notify the Act 345 Board Secretary at least sixty (60) calendar days in advance of their retirement date in order for the processing of all necessary related paperwork to be completed prior to the employee's retirement. Notification to the Act 345 Board Secretary of less than sixty (60) calendar days will be processed as expeditiously as possible,

however, all related paperwork may not be completed prior to the retirement date.

Section 2:

An employee is eligible for retirement if the employee has twenty-five (25) or more years of service regardless of age, or upon reaching age fifty-five (55) with a minimum of ten (10) years of service, or age sixty (60) regardless of years of service. A member who has ten (10) or more years of service shall have vested retirement benefits and is entitled to a pension on or after the date the member would have been eligible to retire had the member continued employment.

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

Section 3:

Additional modifications to the pension benefits are identified:

Non Duty Death In Service Survivor's Pension. Payable to a surviving spouse, if any, upon death of a member with ten (10) or more years of service.

Post-retirement adjustment of 2.5%. Non-compounded adjustment would begin one year after retirement and continue for twenty (20) years.

Duty Disability benefit of 70% of FAC to age fifty-five (55). At age fifty-five (55) same as Service Retirement pension with service credit and FAC as if the member had continued to work up to age fifty-five (55) in same rank held at time of disability.

Duty Death In Service Survivor's pension. Provides to surviving spouse of the deceased employee a benefit as if the deceased member had retired with twenty-five (25) years of service at time of death with a 100% Joint and Survivor benefit to be paid until the death of the surviving spouse.

**ARTICLE 27.**  
**WAIVER CLAUSE**

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of Collective Bargaining and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement. Therefore, the City and Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered by this Agreement even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement. It is understood and agreed that this Article does not waive or in any way impair the Union's bargaining rights under PERA.

**ARTICLE 28.**  
**MAINTENANCE OF CONDITIONS**

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

**ARTICLE 29.**  
**RELATION TO REGULATIONS, ETC.**

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

**ARTICLE 30.**  
**HEALTH AND FITNESS PROGRAM**

Section 1 - General:

Performing emergency activities safely and effectively requires a level of conditioning that cannot be achieved without a structured and rigorous health management and exercise routine.

A Health & Fitness Program for the TCFD employees will include medical screening, exercise, assessment, and health promotion.

Section 2.

A tailored well-structured health and fitness program shall be in writing. Implementation of this program shall be in the following manner:

- a) A health and fitness committee shall be established. Members should include:

Management person (selected by the City Manager)

Chief Officer

Representative from Fire Officers (selected by the Fire Chief)

Representative from Firefighters Association (selected by the Union President)

Medical Doctor (will be the City's recognized physician)

Exercise Physiologist and/or Physical Therapist (chosen by the majority members of the committee)

A Tester (selected by the committee subject to the terms of the City's Purchasing Policy - competitive bid) will be selected to conduct the assessment.

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

Section 3. Health and Fitness Standards:

- a) The health and fitness test and standards shall be developed and recommended by majority vote of the Health and Fitness Committee to the Fire Chief, and based on a minimum score of 50% for each employee. A minimum score of 55% shall be effective January 1, 2007, and thereafter. Health and Fitness Evaluations shall be performed on all members annually.
- b) Physical handicaps and testing procedure incompatibilities shall be considered by the Health and Fitness Committee. Alternate tests may be approved by the committee in determining an employee's health and fitness score.

Section 4 - Personnel Actions:

All Traverse City Fire Department employees must maintain a minimum of 50% score on the health and fitness testing. A minimum score of 55% shall be effective January 1, 2007, and thereafter. Failure to meet the minimum will result in the following actions:

- a) First Failure: Written Reprimand, counseling and a personal health and exercise prescription, and retest in six (6) months.
- b) Additional Failures: will result in employee's health and fitness to be evaluated by the Medical Doctor to determine whether any physical or mental limitation may exist. If none exists the employee will be retested in six (6) months. Failure will result in two (2) days off without pay and retest in six (6) months, with continued time off (2 days off) without pay if necessary.

An employee who increases their score to above 50% (55% effective January 1, 2007, and thereafter) shall be considered as if they had never failed.

Section 5 - Incentives:

Beginning with health and fitness testing 2004/2005, and thereafter, all Traverse City Fire Department employees who attain a score of 87.0% or higher will receive one thousand dollars (\$1,000). Employees who attain a score of 75.0% to less than 87% will receive seven hundred fifty dollars (\$750); and for 65% to less than 75% five hundred dollars (\$500).

Section 6 - Repeal of Punishment:

Section 4 in its entirety shall be eliminated and considered invalid if the Fire Chief fails to meet the 50% (55% effective January 1, 2007, and thereafter) minimum standard.

## **ARTICLE 31.**

### **EMPLOYEE ASSISTANCE PROGRAM**

#### Section 1 - General:

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

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

The policy for use of this program:

1. Management is concerned with an employee's personal problems as they affect the employee as a person as well as how the employee's well-being influences their performance.
2. The policy applies to all TCFD employees no matter what their job title or responsibility.
3. The program is available to employees or their families on a self referral basis since problems at home can affect the job. If employees or family members have personal problems that may benefit from assistance, they are encouraged to use the program.
4. All records and discussions on personal problems will be handled in a confidential manner. These records will be kept by the designated counseling resource and will not become a part of the employee's personnel file.
5. Participation in the counseling program will not jeopardize an employee's job security, promotional opportunities or reputation.
6. Employees will be encouraged to seek assistance to determine if personal problems are causing unsatisfactory job performance. If the performance problems are corrected, no further action will be taken. If performance problems persist, the

employee will be subject to normal corrective procedures.

7. Employees reporting to work under the influence of alcohol, drugs or medications which may impair alertness or responsiveness are subject to discipline up to and including discharge. Drug and alcohol testing matters are more specifically dealt with in the second part of this policy.
8. All levels of management are responsible for using this program when appropriate to assist in resolving job performance problems related to personal problems.
9. Sick leave shall be granted for treatment or rehabilitation on the same basis as for other health problems. Employees may request an advance on future vacation time to cover regular time lost for leaves up to thirty (30) days for treatment or rehabilitation. The Management shall have sole discretion in granting this request. The Management shall review and consider longevity and previous work performance and prospects for resolution of the problem. This advance is to be repaid by forfeiting all but one week of the next twelve (12) months vacation time, after exhaustion of all current unused sick and vacation time until the debt is repaid.
10. This policy does not alter or replace existing TCFD policies or work rules, but serves to assist in their utilization.

#### Section 2 - Drug Testing:

Fire operations involve the safety and well-being of thousands of persons and it is essential that employees be alert and in full possession of their faculties when serving citizens. Due to this fact, drug and/or alcohol testing will be conducted in accordance with the procedures and guidelines set forth below. Fire department employees must be free of the effects of drugs and alcohol during scheduled working hours as a condition of employment. Drinking alcoholic beverages or using drugs during working hours, or during breaks, between shifts or at lunch, or working or reporting to work when ability to perform is impaired by such is strictly prohibited and grounds for immediate discharge. In addition, any employee who tests positive for drugs in any authorized drug test will be subject to progressive discipline as outlined below, and will be required to undergo follow-up drug testing to establish that the employee is drug free.

Recognizing the contribution of individual employees to the TCFD and their right to make choices for which they accept responsibility as well as the fact that abuse of alcohol and drugs is an illness, the Employer is committed to providing an opportunity for employees to seek counseling

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

### DEFINITIONS

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

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

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

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

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

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

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

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

**Employee Assistance Program** - means Employee Assistance program provided by the Human Resources Department City of Traverse City.

### PROCEDURES FOR TESTING

#### A. Demand for Testing

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

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

**B. Standards for Determining Reasonable Suspicion**

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

**a. Use of Alcohol**

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

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

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

same workday.

**b. Prohibited Substances/Unauthorized Items**

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

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

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

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

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

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

Reasonable suspicion shall be based upon specific objective facts documented in the employee's performance and/or attendance record which show a pattern of suspected abuse, disciplinary problems or otherwise unexplained behavior; or upon the supervisory employee's or complainant's personal observation of specific objective facts including the appearance, behavior,

speech, conduct or body odors of the employee, and the reasonable inferences drawn from these facts in light of experience and/or training. In the case of reasonable suspicion based upon the employee's performance and/or attendance record, the Employer will meet with the Union and the employee at least one (1) time prior to any demand for testing to advise the employee of the Employer's concerns and to put the employee on notice that drug and alcohol testing will be required if the pattern of suspected abuse, disciplinary problems or otherwise unexplained behavior continues.

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

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

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

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

**d. Who May Require Testing**

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

**e. Alcohol and Drug Testing Procedures**

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

(1) When a drug and alcohol test is to be administered, blood and urine samples may be

taken from the employee.

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

- (12) Any information collected in the process of obtaining a blood and/or urine chemical test shall be treated as confidential information and shall be released to other persons only on a "need-to-know" basis.

**f. Positive Drug Tests**

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

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

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

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

**g. Second Opinion Testing**

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

- (1) The request must be made to the employer in writing within five (5) days of the date the laboratory report is provided.
- (2) The employee must pay the total cost of the second opinion test, including the cost of the EMIT test and GCMS test (or the blood alcohol test) and any courier fee, at the time the request is made. If the second opinion test is negative, the employer will reimburse the employee for these costs and expunged records of the entire incident.

- (3) The second opinion test must be performed by an agreed-upon testing laboratory.
- (4) An approved chain of custody procedure must be followed with respect to the release of the sample(s) to the laboratory which is going to perform the second opinion test, i.e., the sample(s) will only be released directly to the laboratory.
- (5) All alcohol and drug testing procedures set forth in this policy, including procedures regarding consent forms and cutoff limits for positive drug tests, shall be strictly observed.
- (6) The results of the second opinion test will be binding on the employer, the employee and the Union.

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

**h. Disciplinary Action**

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

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

Except in cases where impairment is established, or the employee is otherwise subject to immediate termination, an employee who tests positive for drugs or alcohol in any authorized drug

test, will receive the following discipline for the first offense:

Up to thirty (30) calendar day suspension.

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

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

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

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

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

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

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

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

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

### **CHAIN OF CUSTODY**

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

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

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

At the time of receipt of the specimen by the Testing Laboratory, a specimen identification number will be assigned to the specimen. A label containing this number will be placed on the specimen bottle/tube, and the number will also be recorded on the requisition/chain of custody form for the specimen. The specimen will then be placed in a locked box in a refrigerator at the Testing Laboratory until testing is performed. During the testing process, the chain of custody will be maintained on the Testing Laboratory part of the form. Appropriate entries will be made anytime someone removes and returns the specimen or an aliquot of the specimen from the locked box.

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

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

urine specimen and 2 ml in the case of a blood specimen, the Testing Laboratory will notify TCFD at the time the Laboratory Report is provided.

### **SECOND OPINION TESTING**

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

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

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

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

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

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

**Grievance Procedure**

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

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

**Union Held Harmless**

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

## Met Path

## Appendix "A"

Drug Name	Metabolite Detected	Screen Method Cut-off	Confirmation Method Cut-off
Amphetamines •Uppers •Speed •Meth •Whites •Dexies •Black Beauties •Crank	d-Amphetamine dl-Amphetamine d-Methamphetamine Benzphetamine Fenfluramine - Obertol Fetamin Methamphetamine - Desoxyn	EMIT  1000 ng/ml (mcg/L)	GC/MS  Amphetamine 500 ng/ml (mcg/L)  Methamphetamine 500 ng/ml (Mcg/L)
Cocaine •Coke •Crack •White Candy •Nose Candy •Snow •Toot •Blow •Free Base •C •Flake •Gold Dust	Benzoylcegonine	Immunoassay  300 ng/ml (mcg/L)	GC/MS  150 ng/ml (mcg/L)
Marijuana •Dope •Pot •Reefer •Joint •Grass •Toot •Blow	Marijuana Hashish Tetrahydrocannabinol (THC) 11-Nor-9-Carboxy THC (COOH-THC)	EMIT  *100 ng/ml (mcg/L)	GC/MS  15 ng/ml (mcg/L)
Opiates •Codeine (school boy) •Heroin (smack, horse, junk) •Hydrocodone •Morphine ("M", "Miss Emma")	Morphine	EMIT  300 ng/ml (mcg/L)	GC/MS  Codeine 300 ng/ml (mcg/L)  Morphine 300 ng/ml (mcg/L)
Phencyclidine •Angel Dust •Devil Stick •PCP •Dummy Dust •Elephant Juice •Hog	PCP	EMIT  25 ng/ml (mcg/L)	GC/MS  25 ng/ml (mcg/L)
Barbiturates •Downers •Dolls •Reds •Rainbows •Yellows •Tunia •Goof Balls •Blues	Secobarbital (Seconal) Phenobarbital (Levsin, Donnatal) Mephobarbital (mebaral) Betabarbital (Plexonal) Amobarbital	EMIT  200 ng/ml (mcg/L)	GC/MS  Amobarbital, Secobarbital, Betabarbital, Butalbital Pentobarbital 200 ng/ml (mcg/L)  Phenobarbital 500 ng/ml (mcg/L)
Benzodiazepines •Downers	Diazepam (Valium) Chlordiazepoxide (Librium) Oxazepam (Serax) Nordiazepam Medazepam Halazepam Prazepam Temazepam Norchlordiazepoxide Flurazepam (Dalmane)	EMIT  300 ng/ml (mcg/L)	H.P.L.C.  150 ng/ml (mcg/L)
Methadone •Done •Dolophine •Methadose	Methadone	EMIT  300 ng/ml (mcg/L)	GC/MS  300 ng/ml (mcg/L)
Methaqualone •Ludes •Soapers •Quads	Methaqualone Quaalude Mequin	EMIT  750 ng/ml (mcg/L)	GC/MS  300 ng/ml (mcg/L)
Propoxyphene	NorPropoxyphene	EMIT	GC/MS

(\*MetPath offers flexibility in the detection levels of T.H.C. for non-D.O.T. drug screens)

300 ng/ml (mcg/L)

300 ng/ml (mcg/L)

<b>Source of Interference</b>	<b>Look For... Physical Symptoms</b>	<b>Dangers</b>	<b>Time Detectable In Urine</b>
Cold Medication	Pills of varying colors, possible chain smoking, long periods without rest or sleep.  Loss of appetite, anxiety, irritability, rapid speech, tremors, mood elevation.	Disorientation, severe depression paranoia; possible hallucinations, increase in blood pressure, fatigue	1-2 days
None	Glassine envelopes, razor, small spoons; odorless, bitter white crystalline powder.  Short-lived euphoria changing to depression. Nervousness, irritability, tightening of muscles.	Shallow breathing, fever, anxiety, tremors possible death from convulsions or respiratory arrest.	12-48 hours
None	Plastic baggies, rolling paper, "roach" clips, odor of burnt rope.  Altered perception, dilated pupils, lack of concentration and coordination, craving for sweets, increased appetite, laughter.	Psychological dependence, increased heart rate, impaired short-term memory, anxiety, lung damage, possible psychosis with chronic use.	Occasional use: 1-7 days  Chronic use: 1-4 weeks
Codine Chlorpromazine Dextromethorphan	Glassine envelopes, needles & syringes, caps or spoons, tourniquets, needle marks on arms.  Insensitivity to pain, euphoria, sedation, nausea, vomiting, itchiness, watery eyes, running nose.	Lethargy, weight loss, hepatitis, slow and shallow breathing, possible death when combined with barbiturates.	1-3 days
P-Nitrophenol Acid	Liquid capsule. White or brown powder can be put on paper stamps, sugar cubes, cigarettes or joints. May be injected. Increased pulse and heart rate, blood pressure and temperatures.  Mood and perception alteration possible; paranoia, panic, anxiety, nausea, tremors, suicidal urge.	Unpredictable behavior, flashbacks, possible emotional instability and psychosis, hallucination.	Occasional use: 1-8 days  Chronic use: Up to 30 days.
None	Capsule of varying colors, longer periods of rest or sleep, dizziness, cold and clammy skin.  Depression, decreased alertness and muscle control, intoxication and slurred speech, drowsiness.	Rigidity and painful muscle contraction, emotional instability, possible overdose and death, especially when mixed with alcohol.	Pentobarbital: 1-3 days  Phenobarbital: 1-3 weeks
None from Non-Benzodiazepine substances	Oral/injection  Slurred speech, disorientation, drunken behavior without odor of alcohol.	Shallow respiration, cold and clammy skin dilated pupils, weak and rapid pulse, coma, possible death.	1-14 days
Dextromethorphan Chlorpromazine Promethazine	Pills, liquid, injection.  Euphoria, drowsiness, respiratory depression, constricted pupils, nausea.	Slow, shallow breathing; clammy skin, convulsions, coma, possible death.	1-3 days
None	Oral/injection.  Slow heart rate and breathing, lowered blood pressure. Sleepiness, feeling of well being, loss of coordination, dizziness, impaired perception, confusion, later	Anxiety, insomnia.	1-7 days

None

hangover.  
Pills.

Dizziness, drowsiness, headache,  
euphoria, dysphoria, asthenia.

Skin rash and other allergic reactions 1-3 days  
occur occasionally and may be  
accompanied by drug fever and mucosal  
lesion, stupor or coma; convulsions,  
respiratory depression.

INSERT ATTACHMENT 'B'

DRUG SCREEN TEST REQUEST  
(CHAIN OF CUSTODY)

**ATTACHMENT "C"**

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

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

\_\_\_\_\_  
Date

**ATTACHMENT "D"**

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

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

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

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

\_\_\_\_\_  
Date

DRUG AND ALCOHOL CHECKLIST

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

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

- 
18. Was employee asked to remove clothes before giving urine specimen? \_\_\_\_\_
  19. Was employee instructed to wash and dry hands before giving urine specimen?  
\_\_\_\_\_
  20. Was water, soap, detergent or any other substance present in the room while urine sample was collected? \_\_\_\_\_
  21. Did anyone directly observe the employee giving the urine specimen? \_\_\_\_\_
  22. Did anyone come into the room where the urine sample was being collected while it was being collected? \_\_\_\_\_
  23. Did anyone measure the temperature of the urine sample or inspect it for contaminants?  
\_\_\_\_\_
  24. Was the urine specimen in the employee's view at all times until it was packaged and sealed? \_\_\_\_\_
  25. Was a tamper-proof seal placed over the cap and down the sides of the urine specimen container? \_\_\_\_\_
  26. Was the urine specimen container placed in a locked refrigerator? \_\_\_\_\_
  27. Was the employee asked to sign a form containing information identifying his/her urine sample? \_\_\_\_\_
  28. Was employee told what drugs he/she would be tested for? \_\_\_\_\_
  29. Where was urine sample sent for testing? \_\_\_\_\_
  30. Was the drug test disclosed to other employees? \_\_\_\_\_
  31. Are there witnesses to any of the above? \_\_\_\_\_  
If yes, give names: \_\_\_\_\_  
\_\_\_\_\_
  32. Any other unusual circumstances? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ARTICLE 32.**

## **GENERAL**

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

Section 2 - Distribution of Agreement: Two signed hard copies and a computer version of this agreement shall be distributed by the City to the Association.

Section 3 - Duration: This Agreement shall be effective the 1st day of July, 2004, and shall remain in force and effect to and including the 30th day of June, 2007.

Section 4 - Future Negotiations: The parties agree that, commencing not later than April 1, 2007, they will undertake negotiations for a new Agreement for a succeeding period.

Section 5 - Extensions: In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect and during which time negotiations are in process, until a new contract or Act 312 arbitration award is issued.

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

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

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

Section 9 - Entire Agreement: This Agreement together with all items incorporated herein by reference, constitutes the entire Agreement of the parties and there are no valid promises,

conditions or understandings which are not contained herein.

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

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

**ARTICLE 33.**

**EMERGENCY MEDICAL TECHNICIAN CERTIFICATION ALLOWANCE**

Effective January 1, 2005, and thereafter, as a condition of employment, new employees hired into the Fire Department shall be required to maintain a paramedic license and comply with local medical control authority requirements. When promoted to Captain, employee is exempt from this requirement, but must maintain a basic EMT-B license.

Any fire fighter who has obtained and is maintaining an emergency medical technician license at the level of basic, specialist, or paramedic from the Michigan Department of Public Health and complies with the local medical control authority requirements, shall be entitled to additional pay which shall be rolled in as part of their pay. Effective July 1, 2004, the following shall be paid for each firefighter maintaining this license.

	<u>24 Hour Shift</u>	<u>8 Hour Shift</u>
EMT-B	\$ .14/hour	\$ .19/hour
EMT-S	\$ .17/hour	\$ .24/hour
EMT-P	\$.35/hour	\$.49/hour

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

**ARTICLE 34.**

**FAA/CFR CERTIFICATION ALLOWANCE**

Any fire fighter who has obtained and is maintaining FAA/CFR certification shall be entitled to additional pay which shall be rolled in as part of their pay:

<u>24 Hour Shift</u>	<u>8 Hour Shift</u>
\$.34/hour	\$.48/hour

**ARTICLE 35.**

**MEAL ALLOWANCE**

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

**ARTICLE 36.**

**EDUCATIONAL REIMBURSEMENT**

The City will reimburse up to one hundred percent (100%) the cost of tuition, to not exceed a maximum cost of eight (8) credit hours per semester for the attendance and education which is directly related to the employee's job upon representation of a report card indicating a minimum of a 2.5 grade point average for the course. The Human Resource Director shall be responsible for approving the requests for education reimbursement, prior to the commencement of the class.

**ARTICLE 37.**

**OFF DUTY EMPLOYMENT**

Prior to the beginning of any off-duty employment, including self-employment, the Employee shall review Red Book and/or Departmental Rules, and Executive Order No. 245, all which pertain to work outside of the Department. If there may be a possible conflict, the Employee shall discuss the situation with his/her immediate supervisor using the chain of command. That supervisor shall bring the possible conflict to the attention of the Fire Chief.

This agreement was negotiated by the following listed representatives:

Local 646

James Tuller  
Gerry Cholger  
Mike Onthank  
Marco Marcantoni  
Patrick Kerr/Chad Ruekert

City of Traverse City

Richard I. Lewis  
Paula M. Sagala  
William Twietmeyer  
Edward Fisher  
Debbra Curtiss

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

**CITY OF TRAVERSE CITY**

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

By \_\_\_\_\_  
Debbra Curtiss  
City Clerk

By \_\_\_\_\_  
Linda Smyka  
Mayor

By \_\_\_\_\_  
Mike Onthank  
President, Local 646

**APPROVED AS TO SUBSTANCE:**

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

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

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

**RETROACTIVE TO JULY 1, 2003, THROUGH JUNE 30, 2004**

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

SECTION I - Base Salary and Wages

<u>F-1 Firefighter</u>	<u>24 hour day</u>	<u>8 hour day</u>
Start	\$ 9.15	\$12.81
6 Months	9.46	13.24
12 Months	9.78	13.69
18 Months	10.13	14.18
24 Months	10.49	14.69
30 Months	10.88	15.23
36 Months	11.23	15.72
42 Months	11.62	16.27
48 Months	12.03	16.84
<u>F-2 Lieutenant</u>	<u>24 hour day</u>	<u>8 hour day</u>
Start	\$12.45	\$17.43
After 6 months	13.24	18.54
<u>F-2 Captain</u>	<u>24 hour day</u>	<u>8 hour day</u>
Start	\$13.69	\$19.17
After 6 months	14.54	20.36

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

**SCHEDULE "A" - FIRE DEPARTMENT SALARY RATE ATTACHMENT  
EFFECTIVE JULY 1, 2004, THROUGH DECEMBER 31, 2004**

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

SECTION I - Base Salary and Wages

<u>F-1 Firefighter</u>	<u>24 hour day</u>	<u>8 hour day</u>	<u>Inspector 8 hour day</u>
Start	\$ 10.96	\$15.34	\$16.87
6 Months	11.37	15.92	17.51
12 Months	11.74	16.44	18.08
18 Months	12.14	17.00	18.70
24 Months	12.57	17.60	19.36

<u>F-2 Lieutenant</u>	<u>24 hour day</u>	<u>8 hour day</u>	<u>Inspector 8 hour day</u>
Start	\$13.01	\$18.21	\$20.03
After 6 months	13.84	19.38	21.32

<u>F-2 Captain</u>	<u>24 hour day</u>	<u>8 hour day</u>	<u>Inspector 8 hour day</u>
Start	\$14.31	\$20.03	\$22.03
After 6 months	15.19	21.27	23.40

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

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

**EFFECTIVE JANUARY 1, 2005, THROUGH JUNE 30, 2005**

**REPEAL OF ACT 78**

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

SECTION I - Base Salary and Wages

<u>F-1 Firefighter</u>	<u>24 hour day</u>	<u>8 hour day</u>	<u>Inspector 8 hour day</u>
Start	\$ 11.29	\$15.81	\$17.39
6 Months	11.71	16.39	18.03
12 Months	12.09	16.93	18.62
18 Months	12.50	17.50	19.25
24 Months	12.95	18.13	19.94

<u>F-2 Lieutenant</u>	<u>24 hour day</u>	<u>8 hour day</u>	<u>Inspector 8 hour day</u>
Start	\$13.40	\$18.76	\$20.64
After 6 months	14.26	19.96	21.96

<u>F-2 Captain</u>	<u>24 hour day</u>	<u>8 hour day</u>	<u>Inspector 8 hour day</u>
Start	\$14.74	\$20.64	\$22.70
After 6 months	15.65	21.91	24.10

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

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

**EFFECTIVE JULY 1, 2005, THROUGH JUNE 30, 2006**

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

SECTION I - Base Salary and Wages

<u>F-1 Firefighter</u>	<u>24 hour day</u>	<u>8 hour day</u>	<u>Inspector 8 hour day</u>
Start	\$ 11.63	\$16.28	\$17.91
6 Months	12.06	16.88	18.57
12 Months	12.45	17.43	19.17
18 Months	12.88	18.03	19.83
24 Months	13.34	18.68	20.55

<u>F-2 Lieutenant</u>	<u>24 hour day</u>	<u>8 hour day</u>	<u>Inspector 8 hour day</u>
Start	\$13.80	\$19.32	\$21.25
After 6 months	14.69	20.57	22.63

<u>F-2 Captain</u>	<u>24 hour day</u>	<u>8 hour day</u>	<u>Inspector 8 hour day</u>
Start	\$15.18	\$21.25	\$23.38
After 6 months	16.12	22.57	24.83

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

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

**EFFECTIVE JULY 1, 2006, THROUGH JUNE 30, 2007**

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

SECTION I - Base Salary and Wages

<u>F-1 Firefighter</u>	<u>24 hour day</u>	<u>8 hour day</u>	<u>Inspector 8 hour day</u>
Start	\$ 11.98	\$16.77	\$18.45
6 Months	12.42	17.39	19.13
12 Months	12.82	17.95	19.75
18 Months	13.27	18.58	20.44
24 Months	13.74	19.24	21.16

<u>F-2 Lieutenant</u>	<u>24 hour day</u>	<u>8 hour day</u>	<u>Inspector 8 hour day</u>
Start	\$14.21	\$19.89	\$21.88
After 6 months	15.13	21.18	23.30

<u>F-2 Captain</u>	<u>24 hour day</u>	<u>8 hour day</u>	<u>Inspector 8 hour day</u>
Start	\$15.64	\$21.90	\$24.09
After 6 months	16.60	23.24	25.56

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

**LETTER OF UNDERSTANDING**

**Between**

**CITY OF TRAVERSE CITY**

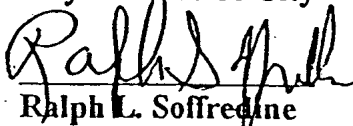
**And**

**TRAVERSE CITY FIRE FIGHTERS ASSOCIATION, LOCAL 646**

Through a cooperative effort of the Firefighters Association and the City of Traverse City, the parties agree to the following parameters regarding wages, hours, and working conditions as they pertain to FF Mike Sheets, and his assignment as Fire Fighter, Plan Reviewer/Inspector for the Traverse City Fire Department. These items are based upon a research meeting held on April 25, 2000. In attendance were Chief Ralph Soffredine, Administrative Captain Wally Schroeder, Union President Jim Tuller, and Fire Fighter Mike Sheets.

- 01) **Assignment Length:** FF Sheets has stated a commitment of (5) years to this program. This (5) year period began on January 03, 2000, and will end on January 03, 2005.
- 02) **Work Schedule:** Final discretion on whether to complete work on a (24) hour shift, or an (8) hour shift schedule will be left up to FF Sheets with concurrence with the Fire Chief. It is intended that flexibility will be considered based on work load/demands.
- 03) If the assignment is concluded by the City, FF Sheets will return to line position in whatever rank he is prior to the assignment conclusion.
- 04) **Training Time:** Time for training will be allotted. It is the responsibility of FF Sheets to maintain all required licenses, and to keep current with applicable line crew training. It is up to his discretion to determine a training schedule and time to accomplish this.
- 05) **Education Time:** Time for education will be allotted. It is up to FF Sheets discretion to determine an education schedule and time to accomplish this.
- 06) Upon successful Fire Inspector Certification, FF Sheets will receive an additional \$ .16 cents per hour as outlined under article 30, page 50 of the current Collective Bargaining Agreement.
- 07) All parties understand that any liability coverage for work performed by FF Sheets within the scope of his responsibilities and training, during the performance of duties as Plan Reviewer, will be born by the City of Traverse City under the "Liabilities and Omissions" clause.

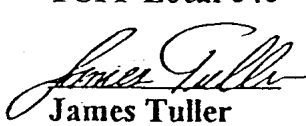
City of Traverse City

  
Ralph L. Soffredine

Fire Chief

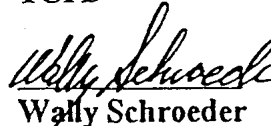
7/6/00

TCFF Local 646

  
James Tuller

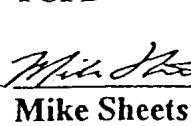
Union President

TCFD

  
Wally Schroeder

Admin. Captain

TCFD

  
Mike Sheets

FF/EMT-P

## LETTER OF AGREEMENT ON MANDATORY OVERTIME

The City and the Union hereby agree to this Letter of Agreement as an addendum to the parties' collective bargaining agreement.

Mandatory overtime will be assigned only in the event that all reasonable efforts to obtain a volunteer to work the overtime have been exhausted. In that event, mandatory overtime will be assigned to employees in the order of the mandatory overtime distribution list. The mandatory overtime distribution list shall, at its commencement, list all employees in inverse seniority, i.e., from lowest seniority to greatest seniority. The mandatory overtime shall be assigned to the employee at the top of the list. Once an employee has worked one mandatory overtime assignment, regardless of duration of the assignment, that employee's name shall be crossed off the list. Once all employees have worked one mandatory overtime assignment, regardless of duration of the assignment, then a new list shall be established again listing all employees in inverse seniority as provided above. At the end of each calendar year, the list in effect shall be extinguished effective midnight of December 31, and a new list shall be commenced again listing all employees in inverse seniority as provided above. This mandatory overtime distribution list shall be permanently posted in the Captain's office. The following shall also apply:

1) No person shall be ordered to work the mandatory overtime assignment if it would violate Act 125, MCL 123.841 et seq.

2) No person who is scheduled to be off on vacation and/or compensatory time when the mandatory overtime assignment is to occur shall be ordered to work the mandatory overtime assignment, provided that the time off was scheduled at least two weeks prior to when the mandatory overtime assignment is to occur.

3) If the mandatory overtime assignment requires that the person working it be an officer (i.e., Captain or Lieutenant) or a Paramedic, then the least senior person on the list having that qualification shall be ordered to work the mandatory overtime assignment.

4) Mandatory overtime hours worked shall be included in total overtime worked annually for purposes of voluntary overtime distribution.

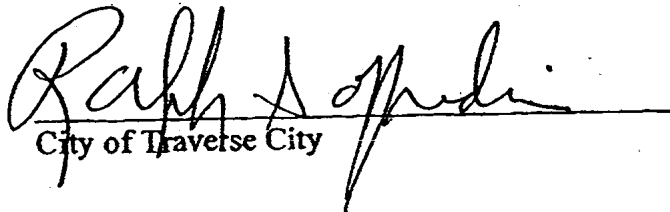
5) All reasonable efforts shall be promptly made to contact the person due under the list for the mandatory overtime assignment, by telephone and otherwise. In the event that person cannot be contacted in sufficient time before the mandatory overtime assignment must be filled, then and only then shall the next person on the list be contacted.

6) If a new hire starts in the middle of a calendar year, they will be placed at the top of the list.

7) As much advance notice of the mandatory overtime assignment will be given as possible.

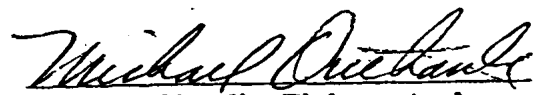
8) If the person assigned to work the mandatory overtime finds a person willing to work the shift, credit shall be given to the person who actually worked the shift, just as if they had been assigned the mandatory overtime, and no credit shall be given to the person who was assigned.

FOR THE CITY:

  
City of Traverse City

DATED: 11-3-00

FOR THE UNION:

  
Traverse City Fire Fighters Ass'n,  
IAFF Local 646

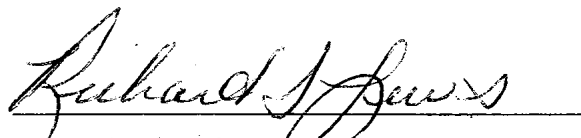
DATED: 11-4-00

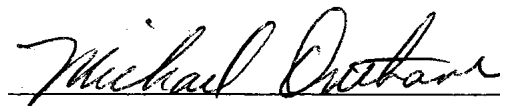
Add:

9) As per PA Act 125, fifty-six (56) hour employees can only be mandated to work the middle two (2) days of their four (4) day off. All personnel working forty (40) hour positions can only be mandated to work forty-six (56) hour shift work on the six (6) days not covered by fifty-six (56) hour employees during the twelve (12) day cycle.

CITY OF TRAVERSE CITY

IAFF FIRE FIGHTERS LOCAL 646

  
Richard I. Lewis  
City Manager

  
Michael Onthank  
President

Date: April 17, 2005

Date: 4-18-05

## LETTER OF AGREEMENT

The City of Traverse City (hereinafter "City") and the Traverse City Fire Fighters Ass'n, IAFF Local 646 (hereinafter "Union"), hereby agree to the provisions of this Letter of Agreement, which shall be an addendum to the collective bargaining agreement between the City and the Union:

### A) Cherry Capital Airport

1) A CFR station at the Cherry Capital Airport (hereinafter "Airport") will be staffed daily with two (2) 24-hour fire suppression employees from the IAFF Local 646 bargaining unit — one will work the entire 24-hour shift at the CFR station; the second will work 16 hours of the 24-hour shift from 07:00 to 23:00 at the CFR station, then return to fire station 1 or 2 for the 8 hours remaining in the 24-hour shift. The normal duty day for the fire suppression employees assigned to the Airport CFR station will be the same as currently applies to fire suppression employees working at the fire stations.

2) All IAFF Local 646 bargaining unit members will immediately be given the opportunity to receive all training needed for FAA and CFR certification; said training and all related costs shall be borne by the City; to the extent necessary to receive said training, employees scheduled to be on-duty will be released from duty without loss of pay or benefits; and to the extent necessary to receive said training, employees scheduled to be off-duty will receive overtime pay. Said training and FAA/CFR certification is strictly voluntary, and no IAFF Local 646 bargaining unit member is required to undergo said training, nor to acquire or maintain said certification.

3) Those bargaining unit members who do successfully complete the training needed for FAA/CFR certification shall, immediately upon successful completion of said training, receive an additional 34.25 cents (\$0.3425) per hour for 24 hour employees, 48.08 cents (\$0.4808) per hour for 8 hour employees, to be rolled into their regular base pay for all compensation purposes (e.g., pay for all regular and overtime hours worked, benefits based on base pay, etc.).

4) FBI background checks will only be done on those bargaining unit members who choose to undergo the training needed for FAA/CFR certification. No member shall be subject to discharge, discipline, or any other adverse action as a result of the FBI background investigation.

5) Drug testing of those members assigned to work at the Airport CFR station will be in accordance with the collective bargaining agreement between the City and the Union.

6) The City will provide living quarters at the Airport CFR station which are in all respects comparable to the living quarters at fire stations 1 and 2; the City will also provide lockers at the Airport CFR station in an area separate from sleeping quarters.

7) Workout equipment and computer capability at the CFR station at the Airport will be comparable to that at fire stations 1 and 2 by no later than July 1, 2005.

8) Assignment to the Airport CFR station will be the same as current practice, i.e., each 24-hour crew decides, the rotation schedule between station will be based on seniority.

9) The member who is assigned to work his entire 24-hour shift at the Airport CFR station will report directly to the Airport CFR station in his own personal vehicle at the commencement of his shift. The member who is assigned to work 16 hours of his 24-hour shift (07:00 - 23:00 hours) at the Airport CFR station will report directly to the airport CFR fire

station. The City-provided vehicle shall remain at the Airport CFR station for the duration of that member's assignment, and be used by him to return to his regular fire station at 23:00 to complete his 24-hour shift. One of the two members assigned to the Airport CFR station shall each day be allowed to go shopping for food for a reasonable amount of time, utilizing the City-provided vehicle. Shopping will be scheduled only during times when no commercial aircraft are arriving or departing.

10) T.C.F.D. chain of command will be followed for all CFR duties and responsibilities.

11) Additional duties at the Airport CFR station will include, and be limited to: (i) Six (6) perimeter checks during each 24-hour shift, done at random times; (ii) Truck farm fuel tank inspections on a quarterly basis each year; (iii) Fuel truck inspections on a quarterly basis each year; (iv) Carry a report to the Administration office and tower once each 24-hour shift; (v) in the event of a terrorist attack on the CCA Airport, block the road with equipment until law enforcement arrives.

12) Maintenance will not be performed by members assigned at the Airport CFR station, except for current apparatus readiness and equipment checks. Basic cleaning duties comparable to current practice at fire station 1&2, shall be performed in areas under control of the City at Airport CFR station.

13) All equipment to be utilized by members assigned at the Airport CFR station will meet or exceed current NFPA, FAA, MIOSHA, or other applicable state and federal standards, as they may be updated from time-to-time.

14) Family visitors will be allowed at the Airport CFR station the same as is currently the practice at fire stations 1 and 2.

## **B) New Bargaining Unit Classification of “Fire Inspection/Prevention”**

### **Section 1.**

The following criteria apply to all Traverse City Fire Department employees:

A) Traverse City Fire Department will establish two forms of service: Fire Suppression and Fire Inspection/Prevention.

B) Separate promotional lists for the respective services will be maintained and only candidates on the respective lists will be eligible for the associated service.

C) Assignment to Fire Inspection/Prevention services is a 40 hour/week position. Wages and benefits for personnel assigned to Fire Inspection/Prevention services will be those established in the collective bargaining agreement for a 40 hour employee.

D) Total accumulated time of service in TCFD, whether assigned to Fire Inspection/Prevention or Suppression will count together as one for retirement purposes.

E) The Lieutenant position in Fire Inspection/Prevention will have the following responsibilities: inspections, public education, hazmat coordinator, member of the training committee.

F) The Captain position in Fire Inspection/Prevention will have the responsibility of Fire Marshal.

### **Section 2.**

The following criteria applies only to employee hired before the very first eligibility list for Fire Fighter/Inspector is established:

A) Any employee assigned to Fire Inspection/Prevention will be allowed to return to Suppression service at their discretion and retain their current rank if a position is available. If this occurs, the least senior member who has not served in that position shall be assigned to Fire Inspection/Prevention services. If a position is not available after two (2) years of service, that employee will be allowed to return to Suppression services and the least senior member who has not served in that position shall be assigned to Fire Inspection/Prevention services.

B) Any employee meeting this Section 2 criteria will be allowed to make application for promotion in the other service, either Fire Inspection/Prevention or Suppression if the position is available and the applicant meets all of the job requirements. The current promotional process at the time of application will be followed.

C) Employees requesting transfer to Fire Inspection/Prevention services of the same rank shall successfully complete the requirement for State Inspection Certification within two attempts, and no later than eighteen months from the date assigned. If the certification is not maintained the employee

will be allowed to return to their position in suppression at the same rank when a position becomes available.

D) Total accumulated time of service in TCFD, whether assigned to Inspection/Prevention or Suppression services will count together as one for promotional purposes.

E) Fire Inspection/Prevention personnel may work overtime shifts in Suppression services. Current practices for filling optional and mandatory positions will be followed.

### **Section 3.**

The following criteria apply only to employees hired on or after the date of the first eligibility list for Fire Inspection/Prevention is established.

A) Only the time worked in Suppression services counts for promotion in Suppression services. No time spent in Fire Inspection/Prevention services counts toward seniority or promotion in Suppression Services.

B) Only time worked in Fire Inspection/Prevention services counts for promotion in Fire Inspection/Prevention services. No time worked in Suppression services counts toward seniority or promotion in Fire Inspection/Prevention services.

C) Employees in Fire Inspection/Prevention services may apply for eligibility lists for Suppression services following current hiring practices, but must meet minimum requirements. If hired in that capacity, the employee would start at the lowest rank above probationer. Medical education requirements for probation in Suppression services must also be met within six months. If not met, the employee shall return to their previous service and pay grade. If there is not a position available in the Fire Inspection/Prevention services then the employee will be terminated.

D) Employees in Suppression services may apply for the eligibility list for Fire Inspection Prevention services. The rate of pay will be at their current step with pay not exceeding the top step of the position of Fire Fighter Inspector. Inspection education evaluation requirements for probation in Inspection/Prevention services must also be met with six months. If not met, the employee shall return to their previous service and pay grade as long as the employee has maintained all requirements for that position. If there is not a position available in Suppression services, then the employee will be terminated.

E) If employees wish to return to their previous service, they will return to their previous seniority and rank in that service only if a vacancy exists in such previous service and shall have the required certifications to return to such previous service.

F) New employees hired into the position of Fire Inspection/Prevention services shall participate in training pursuant to state certification as soon as training becomes available. Employees must successfully complete the test to attain state certification within two attempts within a twelve

(12) month period to retain employment with the Traverse City Fire Department. Fire Inspection/Prevention services employees are required to maintain state certification. Fees to attain/maintain State Inspection certification will be paid for by the TCFD.

G) Minimum requirements for application to Fire Inspection/Prevention services are State of Michigan certifications or equivalent in Fire Fighter I, Fire Fighter II, and MFR (Medical First Responder).

H) Fire Inspection/Prevention services employees are not eligible to work overtime assignments in Suppression services unless no Suppression services employees are available to work that assignment through current sign up or mandatory procedures.

I) Fire Inspection/Prevention personnel will respond to incidents during their regular duty day and for “all-call” emergencies at the discretion of the incident commander.

J) The probationary period Fire Inspection/Prevention personnel shall be the same as that for Fire Suppression personnel. Criteria for employees assigned to Fire Inspection/Prevention services will include Inspection education instead of medical education.

Section 4.

Those 24-hour fire suppression employees who have current inspection certification and who wish to do so may continue doing inspections during their 24-hour work shifts, but are not required to do so. If the 24-hour employee chooses not to do inspections they will not receive the inspector certification bonus. Those 24-hour fire suppression employees who have current inspection certification may choose to allow said certification to lapse; no 24-hour fire suppression employee is required to have or maintain any inspection certification.

**FOR THE CITY:**

**FOR THE UNION:**

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

\_\_\_\_\_  
Michael Onthank, President

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

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

LETTER OF AGREEMENT  
Between  
CITY OF TRAVERSE CITY  
And  
TRAVERSE CITY FIRE FIGHTERS ASSOCIATION, LOCAL 646

THE City of Traverse City (hereinafter “City”) and the Traverse City Fire Fighters Association, IAFF Local 646 (hereinafter “Union”) hereby agree that the City and Union have worked under the rules contained in the ‘Red Book’ pursuant to Act 78 Civil Service Rules.

The City and the Union shall within six (6) months from the Union’s ratification and the City Commission’s approval of this collective bargaining agreement, review the contents of the Red Book to make a determination as to whether or not the contents are covered elsewhere in the collective bargaining agreement and/or policies of the City or Fire Department.

UPON mutual agreement, those Red Book rules whose contents are covered in the collective bargaining agreement will be considered replaced. Those Red Book rules not covered in the collective bargaining agreement will be identified and mutually agreed upon to determine their continued validity.

THIS Letter of Agreement shall be annexed to the labor agreement and is subject to enforcement under the grievance/arbitration provisions of the contract. Further, this Letter of Agreement shall remain in effect until such time as the City and Union mutually agree to terminate or modify it, or until such time as it is terminated or modified through the Act 312 arbitration process.

CITY OF TRAVERSE CITY

IAFF FIRE FIGHTERS LOCAL 646

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

\_\_\_\_\_  
Michael Onthank  
President

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

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

LETTER OF AGREEMENT  
Between  
CITY OF TRAVERSE CITY  
And  
TRAVERSE CITY FIRE FIGHTERS ASSOCIATION, LOCAL 646

The City of Traverse City (hereinafter “City”) and the Traverse City Fire Fighter Association, IAFF Local 646 (hereinafter “Union”) have agreed through the collective bargaining process to the repeal of Act 78 for the fire fighters.

THROUGH the collective bargaining process, the City and Union agreed that their substitute system governing discipline, promotions and conditions of employment is preferable to the system established by Act 78.

THE Union through this Letter of Agreement endorses and encourages the repeal of Act 78 and desires that recession and repeal of 1935 PA 78 for the Fire Department of the City of Traverse City be submitted to the electors of the City of Traverse City at the earliest time practical.

CITY OF TRAVERSE CITY

IAFF FIRE FIGHTERS LOCAL 646

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

\_\_\_\_\_  
Michael Onthank  
President

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

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