

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF AUBURN HILLS
AND
AUBURN HILLS PROFESSIONAL FIREFIGHTERS UNION, LOCAL 4404**

This AGREEMENT entered into by and between the City of Auburn Hills ("City") and the Auburn Hills Professional Firefighters Union, Local 4404 ("Union");

WHEREAS, the City and Union are parties to a collective bargaining agreement whose term is January 1, 2015 through December 31, 2018 ("Contract"); and

WHEREAS, the standard workweek for employees in the Fire Suppression Division under the terms of the Contract is eighty-four (84) hours per fourteen (14) day pay period; and

WHEREAS, employees in the Fire Suppression Division currently work a twelve (12) hour work day; and

WHEREAS, the City and Union desire to implement a twenty-four (24) hour duty day work schedule for employees in the Fire Suppression Division;

NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE CITY AND UNION AS FOLLOWS:

1. Employees assigned to the Fire Suppression Division ("Employees") shall be scheduled to work 2,912 hours per year on 24 hour shifts utilizing the following schedule:

- 24 hour on duty
- 24 hour off duty
- 24 hour on duty
- 24 hour off duty
- 24 hour on duty
- 96 hours off duty

The Fire Chief shall retain the unilateral right to adjust the above schedule if in his/her determination it is in the best interest of the City.

2. Employee hourly wages will be calculated by dividing the employee's annual salary by 2,912 hours. The annual salary received by Employees shall be deemed to cover all regularly scheduled hours of work annually (2,912). The hourly rate of a fire suppression employee shall be determined by dividing the employee's annual compensation by 2,912.

The 2,912 hours is an average of total hours worked by all three shifts in a calendar year. To establish a consistent hourly rate, the annual salary will be divided by 2,912 hours. Payroll will be processed on the total number of hours actually accrued during the reported pay period. This will include all hours worked and any leave time taken within the actual pay period.

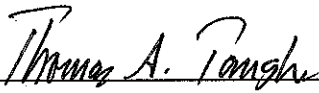
3. The work period for purposes of the 24 hour shift schedule shall be a 14-day period. All regularly scheduled hours of work which exceed 106 hours in the 14-day period shall be compensated using the half-time method of overtime calculation meaning the employee shall receive an additional one-half ($\frac{1}{2}$) of his/her hourly rate as determined in Paragraph 2 above for each regularly scheduled hour worked in excess of 106 in a work period.

4. All hours worked outside of the Employee's regularly scheduled shift will be paid at a rate of one and one-half times the employee's hourly rate, regardless of total hours scheduled in the pay period.
5. Employees shall receive sick leave time in the amount of one hundred forty-four (144) hours per year. Employees will be credited 12 hours of sick leave time per month. Employees will be allowed to bank up to three hundred and sixty (360) hours of annual sick leave time. Any sick time in excess of that amount will be paid to the Employees on the first payroll of December based upon the hourly rate established in Paragraph 2 above. Employees will be able to use sick leave for demonstrated illnesses of the employee and employee's spouse and children. Upon death, retirement or resignation, in accordance with Article 11, Section 2 of the contract, Employees shall be paid based upon the hourly rate established in Paragraph 2 above.

If either the City or the Union exercises the option to return to a 12 hour schedule during the period that this MOU is in effect, any hours in excess of 240 hours will be paid off at a rate of 50 cents on the dollar immediately prior to the return to twelve hour shifts. All remaining hours shall then be valued at the applicable hourly rate for twelve-hour shifts.

6. The implementation of the twenty-four (24) hour duty day work schedule shall be deemed to be on a trial basis until December 31, 2022. Either the City or the Union may, by providing ninety (90) calendar days written notice to the other, require the return of the twelve (12) hour duty day schedule in effect before the implementation of this Memorandum of Understanding.
7. Should either party to this Agreement require the re-implementation of the twelve (12) hours work schedule as set forth in Paragraph 6 above, the negotiation of a twenty-four (24) hour duty day work schedule shall not be deemed a mandatory subject of bargaining between the parties for a period of five (5) additional years from the date of said re-implementation.

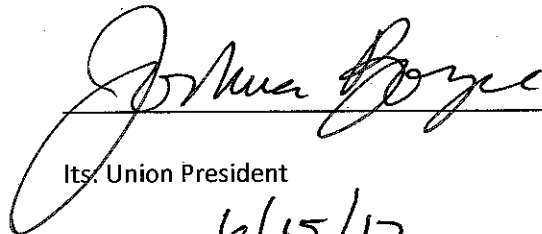
ON BEHALF OF THE CITY



Thomas A. Tanghe
Its: City Manager

Dated: 6/15/17

ON BEHALF OF THE UNION



Its: Union President

Dated: 6/15/17