

**AGREEMENT**

**between the**

**CITY OF AUBURN HILLS**

**and the**

**AUBURN HILLS PROFESSIONAL FIREFIGHTERS UNION LOCAL 4404  
AFFILIATED WITH THE MICHIGAN PROFESSIONAL FIREFIGHTERS UNION  
AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS & AFL-CIO**

**Effective:**

**January 1, 2019**

**through**

**December 31, 2022**

## TABLE OF CONTENTS

	<u>PAGE</u>
Agreement, Purpose & Intent, Savings Clause, Non-Discrimination Clause	1
ARTICLE 1 - RECOGNITION - EMPLOYEES COVERED	1, 2
ARTICLE 2 – NO STRIKES OR LOCKOUTS	2
ARTICLE 3 – UNION MEMBERSHIP & CHECK-OFF OF UNION DUES	2, 3
ARTICLE 4 – GRIEVANCE PROCEDURE	3, 4
ARTICLE 5 – DISCIPLINE, DISCHARGE AND SUSPENSION	4, 5
ARTICLE 6 – BENEFIT ELIGIBILITY	5
ARTICLE 7 – LAYOFF DEFINED AND RECALL PROCEDURE	6
ARTICLE 8 – UNION ACTIVITIES	6
ARTICLE 9 – PROMOTIONS	6 - 9
ARTICLE 10 – MILITARY LEAVE	9
ARTICLE 11 - LEAVES OF ABSENCE	9 - 11
Section 1. General Leave	
Section 2. Sick Leave	
Section 3. Funeral Leave	
Section 4. Jury Duty Pay	
ARTICLE 12 - WORKING HOURS AND OVERTIME	11, 12
Section 1. Hours of Employment	
Section 2. Overtime/Call Back	
Section 3. Court Time	
Section 4. Comp Time	
Section 5. Trading of Days	
ARTICLE 13 - HOLIDAY PROVISIONS	12
ARTICLE 14 - FRINGE BENEFIT ACCRUAL	12
ARTICLE 15 – LEAVE TIME BANK	12, 13

## Table of Contents

Page ii

	<b>PAGE</b>
ARTICLE 16 - GENERAL PROVISIONS	13 - 18
Section 1. Employee Addresses and Telephone Numbers	
Section 2. Health and Fitness	
Section 3. Drug Testing	
Section 4. Use of City Vehicles	
Section 5. Residency	
Section 6. Tuition	
Section 7. Uniform Allowance and Cleaning	
Section 8. Training	
Section 9. Advanced Life Support (ALS) Program	
ARTICLE 17 - HOSPITALIZATION AND MEDICAL INSURANCE	18, 19
ARTICLE 18 - WORKER'S COMPENSATION	20
ARTICLE 19 - LIFE INSURANCE	20
ARTICLE 20 – DENTAL AND OPTICAL	21
ARTICLE 21 – SHORT AND LONG-TERM DISABILITY	21
ARTICLE 22 - UNEMPLOYMENT COMPENSATION	21
ARTICLE 23 – RETIREMENT (Defined Contribution Plan and Medical)	21, 22
ARTICLE 24 - MANAGEMENT RIGHTS	22, 23
ARTICLE 25 - MAINTENANCE OF CONDITIONS	24
ARTICLE 26 – EMERGENCY FINANCIAL MANAGER	24
ARTICLE 27 – ENTIRE AGREEMENT	24
ARTICLE 28 - TERMINATION AND MODIFICATIONS	24
SIGNATURE PAGE	25
ATTACHMENT A – Wages	26, 27
ATTACHMENT B – Drug Testing Policy	

## **AGREEMENT**

This Agreement entered into on the 22<sup>nd</sup> day of April, 2019, by and between the City of Auburn Hills, Michigan (hereinafter referred to as "City") and the Auburn Hills Professional Firefighters Union Local 4404, affiliated with the Michigan Professional Firefighters Union and the International Association of Firefighters and AFL-CIO, hereinafter referred to as the "Union".

For the purpose of this Agreement definitions shall be as follows:

"City" shall mean the City of Auburn Hills, Oakland County, Michigan.

"Union" shall mean the employees of the Auburn Hills Professional Firefighters Union.

"Employees" shall mean all full-time career Fire Fighter/Paramedics and EMT's, Fire Inspectors, Lieutenants, Captains, Administrative Officer, and Fire Marshall employed by the Auburn Hills Fire Department.

"Department" shall mean the Fire Department of the City of Auburn Hills, Michigan.

NOW, THEREFORE, and in consideration of the mutual promise and agreements hereinafter contained, it is agreed:

## **PURPOSE AND INTENT**

The General purpose of this Agreement is to set forth the terms and conditions of employment, and promote the orderly and peaceful resolution of any contractual dispute arising out of the implementation of this agreement between full-time Fire Department employees and the City of Auburn Hills.

## **SAVINGS CLAUSE**

If any article or section of this agreement or supplements thereto should be held invalid by operation of law or by tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this agreement or supplements thereto shall not be affected thereby and the parties shall enter into immediate collective bargaining for the purpose of arriving at a mutual satisfactory replacement for such article or section.

## **NON-DISCRIMINATION CLAUSE**

There will be no discrimination against any employee because of their membership in the Union or because of their acting as an officer or in any capacity on behalf of the Union. The City of Auburn Hills is an Equal opportunity Employer. The City and the Union jointly agree, endorse and support a policy of non-discrimination against any person on basis of race, religion, color, national origin, sex, age, height, weight, marital status, creed, or disability to the extent protected by law, Union activity or other protected classes under state and federal law.

## **ARTICLE 1 - RECOGNITION - EMPLOYEES COVERED**

Pursuant to and in accordance with all applicable provisions of Public Act 336 of the *Public Acts of 1947*, as amended and Public Act 379 of the *Public Acts of 1965*, as amended, the City hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates

of pay, wages, hours of employment, and other conditions of employment for the term of this agreement of all employees of the Employer included in the bargaining units described below.

**Unit:** All full time career Fire Fighter/Paramedics & EMT's, Fire Inspectors, Lieutenants, Captains, Administrative Officer, and Fire Marshall of the City of Auburn Hills.

## **ARTICLE 2 -NO STRIKES OR LOCKOUTS**

It is mutually agreed between the parties hereto that the Union will not call, authorize or participate in any strike as defined by State law during the term of this Agreement and that the City will not engage in any lockout of the employees during the term of the Agreement.

## **ARTICLE 3 - UNION MEMBERSHIP and CHECK-OFF of UNION DUES**

- A. The current or future employment of bargaining unit employees is not contingent upon membership in the Union or the payment of union dues or fees.
- B. Each employee who becomes a member of the Union must sign the Union's Application for Union Membership and Authorized Dues Deduction Card, and shall do so with the understanding that the dues authorization and assignment is voluntary, not conditioned upon present or future membership in the Unions, and revocable at any time upon written notice to the Union and the Employer. Employees who choose to become members of the Union may resign their membership at any time by notifying the Union. Upon notice of resignation from Union membership and/or revocation of dues authorization and assignment, dues deductions shall continue for a period not to exceed six (6) months.
- C. The Employer shall retain original Application for Union Membership and Authorized Dues Deduction Cards and the Union shall retain copies of the Cards. The Employer shall not deduct any dues from any employee without a Card signed by the employee.
- D. The Union will protect, save harmless, and indemnify the employer from any and all claims, demands, suits, and other forms of liability by reason of action taken by the employer for the purpose of complying with this article of the Agreement. In the event a claim, demand, or lawsuit of any kind or character is filed by an employee, his/her executors, assigns, heirs, or any other third party, on account of the Employer actions in administering Article 3 of the Contract, the Employer shall have the right to hire, retain, or consult legal representation of its own choosing and as herein above described, the Union shall be obligated to reimburse all expenses incurred by the Employer in defending such actions.
- E. Deductions for any calendar month shall be remitted to the Union. In the event that a refund is due to any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.
- F. The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If the Employer fails to make a deduction for any employee as provided, it shall make that deduction from the employee's next pay period in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.
- G. If there is an increase or decrease in Union payroll deductions, as determined and established by the Union, such changes shall become effective upon the second pay period following notice from the Union to the Employer of the new amount(s).

H. The employer agrees to deduct Union dues once each month from the pay of the employees who have requested that such deductions be made.

#### **ARTICLE 4 - GRIEVANCE PROCEDURE**

Purpose: The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to the disagreement which may, from time to time, arise affecting the interpretation and application of this Agreement. Both parties agree that these proceedings shall be as informal and confidential as is possible.

Definition: A "grievance" is a complaint by an employee of the bargaining unit, claiming a violation of specific articles of this Agreement or a complaint involving its interpretation or application. The grievance shall not apply to any matter which is prescribed by law or State regulation. No management prerogative, as prescribed by law or this Agreement, shall be made the subject of a grievance. If a grievance arises, there shall be no stoppage of work because of such grievance.

A "business day" for the purpose of this section shall not include weekends and recognized holidays.

Procedure: The number of days indicated at each step shall be considered as a maximum, and every effort will be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.

The grievance procedure provided in this Agreement shall be the sole and exclusive means of presenting and resolving grievances.

Step One – Department Level: An employee with a grievance shall, within five (5) business days of the event giving rise to it, present the grievance and the factual basis in writing to the Fire Chief in an informal conference. The Chief may schedule an informal conference with the employee or with the employee and the union. In the event the grievance is not resolved by this informal conference, the grievant may reduce the grievance to writing, on suitable forms, and present it to the Fire Chief within five (5) business days after the informal conference noted above. The Fire Chief, within ten (10) business days after receipt of the written grievance, shall give their answer in writing to the employee.

Step Two – Supervisor Level: If the grievance is not resolved at Step One, the grievance shall be submitted in writing by the union to the City Manager within five (5) business days after the Fire Chief's written answer in Step One. A meeting between the City Manager and/or another representative of the City and two representatives of the Union may be arranged to discuss the grievance. This meeting may take place within ten (10) business days after the City Manager receives the grievance. Within ten (10) business days after this meeting, a written decision by the City Manager shall be given to the Steward.

Step Three – Arbitration:

1. If the grievance is not settled at Step Two, the Union may, within fifteen (15) business days after written decision at Step Two, submit the grievance to the American Arbitration Association for arbitration in accordance with its rules.
2. The arbitrator so selected will hear the matter promptly and will issue their decision according to the rules of the American Arbitration Association. The arbitrator's decision will be in writing and will set forth their findings of facts, reasoning and conclusions of the issue submitted.
3. The power of the arbitrator stems from this Agreement and their function is to interpret and apply this Agreement and to rule upon alleged violations thereof.

- a. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
  - b. The arbitrator shall have no power to establish salary structures or change any salary.
  - c. The arbitrator shall have no authority except to rule upon alleged violations of the express provisions of this Agreement. The arbitrator shall construe this Agreement in a manner which does not interfere with the exercise of the City's rights and responsibilities except to the extent that such rights and responsibilities may be expressly limited by the terms of the Agreement.
4. The decision of the arbitrator shall be final and binding on the Union, its members, the employee or employees involved, and the City, if such decision is within their authority.
  5. The arbitrator shall not render any decision which would require or permit an action in violation of Michigan law.
  6. The arbitrator's fees and expenses shall be shared equally by the City and the Union. The expenses and compensation of any witnesses or participant in the arbitration shall be paid by the party calling such witnesses, or requesting such participation.

In the event that the City refuses or fails to answer a grievance within the time limits set forth in this Article, the grievance shall advance automatically to the next highest step of the grievance procedure, unless withdrawn by the Union. A grievance which is not processed timely by the Union within the time limits set forth herein shall be considered withdrawn with prejudice.

Nothing contained herein shall preclude the grievant from being present during the hearing, upon request of either party.

A grievance may be withdrawn and, if so withdrawn, all financial liability shall be canceled. Where one or more grievances involve a similar issue, the City and Union may agree to process one of the grievances to conclusion with all similar grievances decided on the basis of the disposition of the representative case. One Committee member will be permitted to leave their work during working hours without loss of pay, after obtaining approval of their time, for the purpose of adjusting/preparing grievances in accordance with the grievance procedure and for reporting to the grievant a change in status of their grievance. Permission for a Committee member to leave their work station will not be unreasonably withheld. The Committee member will report their time to their supervisor upon returning from a grievance discussion.

One Committee member will be permitted to leave their work, after obtaining supervisor approval and recording their time, for the purpose of prompt handling of the grievance procedure. Permission for a Committee member to do so shall not be unreasonably withheld. Time utilized for grievance adjustment shall be reported to the supervisor. All other Union business shall be conducted after working hours.

#### **ARTICLE 5 - DISCIPLINE, DISCHARGE AND SUSPENSION**

Section 1. Disciplinary action shall be defined as any action taken by the Chief or designee and/or City Manager against an employee for misconduct, including, but not limited to, violations of department Rules and Regulations, violations of provisions of this agreement prescribing misconduct unbecoming of a City employee. Disciplinary action may consist of the following:

1. Oral Reprimand
2. Written Reprimand
3. Suspension with/without pay
4. Demotion
5. Discharge

No non-probationary employee shall be removed, discharged, reduced in rank or pay or suspended except for just cause. The employee shall be furnished with a written statement of the charges at such time action is taken. In the event a grievance thereon is filed by the employee, as elsewhere provided in this agreement, the burden shall be on the City to justify the action taken. In any proceedings, the employee shall have reasonable time to prepare for the defense against charges, and shall have the right to union counsel, and shall be afforded due process.

Section 2. The City is committed to the principle of progressive discipline. In considering prior discipline, the City will only consider discipline that is recent and/or similar. Disciplinary actions shall be removed from an employee's personnel file as follows:

- a. Oral Reprimand removed one year following incident.
- b. Written Reprimands removed two years from the incident.
- c. Suspensions with or without pay of any length under ten days removed five years following the incident.
- d. Demotions shall remain in the employee's personnel file indefinitely.
- e. Suspensions of ten or more days shall remain in the employee's personnel file indefinitely.

The above schedule shall not apply if discipline for the same or very similar violations continue to occur and therefore, all like discipline may be used toward progressive disciplinary actions up to and including discharge.

Any formal disciplinary action will be directed to the employee(s) involved with a copy to the Union.

## **ARTICLE 6 – BENEFIT ELIGIBILITY**

### **Fringe Benefits:**

New employees shall be entitled to fringe benefits as follows:

Health Insurance and STD:	Thirty (30) days after date of hire
Life Insurance:	Thirty (30) days after date of hire
Dental and LTD:	First of the month following completion of 120 calendar days
Leave Time Base Date:	Date of hire.
Sick Days:	Eligibility accrues during probationary period and can be used following satisfactory completion of 120 calendar days
Regular Holidays:	Not paid during first 120 calendar days



## **ARTICLE 7 - LAYOFF DEFINED & RECALL PROCEDURE**

Section 1. The word "layoff" means a reduction in the full time work force.

Section 2. When a layoff takes place employees shall be laid off in reverse order of their hiring, meaning the least senior employee shall be laid off first. Such reduction shall be by classification by date of hire. In the event of a layoff, the City shall furnish the President of the Union and the affected employee(s) written notice thirty (30) calendar days prior to said layoff.

Section 3. When the workforce is increased after a layoff, employees will be recalled in the reverse order in which they were laid off. Notice of recall shall be sent to the employee at their last known address by registered or certified mail. If an employee fails to report to work within ten (10) calendar days from the notice of recall, he shall be considered to have voluntarily quit.

Section 4. A non-probationary employee will have recall rights for up to five (5) years, subject to their ability to perform the job.

## **ARTICLE 8 – UNION ACTIVITIES**

Bulletin Boards - The Union shall be allowed to install one bulletin board in a location acceptable to the Fire Chief for the purpose of posting Union business. The Union will designate the employee responsible for maintaining these boards in an acceptable manner.

Meetings - The Union may schedule meetings on Fire Department property upon notice to the City insofar as such meetings are not disruptive of the duties of the employees or the efficient operation of the Fire Department, subject to prior approval by the Fire Chief.

Union Activities - The President or designee shall be allowed time off to attend Union conventions, seminars and 6<sup>th</sup> District Meetings subject to approval of the Chief, utilizing trading of days to maintain coverage and to not cause an overtime situation. Such approval shall not be unreasonably withheld.

## **ARTICLE 9 – PROMOTIONS**

**Purpose:** The City and the Union are committed to the maintenance of a qualified, experienced, and dedicated Fire Department. To accomplish the foregoing goals both parties agree to a promotional system as follows:

The City and the Union agree that as of ratification of the contract the following procedures will be adhered to for all promotions within the bargaining unit. No employee will be appointed to any position within the bargaining unit that involves an increase in pay or an upgrade in rank without first testing for that position under the following guidelines:

All promotional opportunities shall be posted for a minimum of 10 days. Employees who desire to participate in the promotional process shall submit a resume to the Fire Chief prior to the expiration of the posting period. In an effort to encourage education and plan for succession, promotional testing will be given every two years or when the Fire Chief deems necessary. Personnel who pass a promotional test with a total score of 75% or better will be added to a correlating rank certification list by highest to lowest score in preparation for future promotional opportunities. Promotional testing will not necessarily take place at the same time a promotional opportunity is available.

The selection process shall be competitive and candidates will be ranked based on actual scores they received during each step of the promotion process. The promotional process will be based on 100 points and the candidates will be ranked on accumulated points awarded. Employee will receive an additional one (1) point for each two years of seniority to a maximum of five (5) points (no pro-ratio for partial years of service). Upon completion of all phases of the testing process, the candidates will be ranked based on total points awarded plus total seniority points. Seniority points are in addition to the 100 total points that can be earned. The Fire Chief will have the right to appoint the position from the top three (3) candidates on the corresponding rank certification list.

**Fire Marshall** -- Written (30%) / Assessment Center (70%) Seniority (1% per each two years up to 5%)

Must have a minimum of three (3) years as a Fire Inspector

Must possess State of Michigan MFFTC Fire Officer III Certificate or equivalent

Associate Degree or higher from an accredited institution

Testing shall consist of written test, oral boards and assessment center.

**Administrative Officer** – Written (30%) / Assessment Center (70%) / Seniority (1% per each two years up to 5%)

Must have a minimum of five (5) years as a Full Time Career Fire Fighter to be promoted to a Administrative Officer in Suppression. Should no promotional participants with a minimum of five years of full time service pass their written examination, participants with three or more years of full time experience who pass the written examination may complete the promotional process and be considered for promotion to Administrative Officer. Must possess State of Michigan Fire Officer I, II and III Certificates; and ICS 100, 200, 300, 400, 700 and 800; ICS course certification as recognized by the Fire Chief; Fire Instructor 1; Fire Incident Safety Officer; State of Michigan Paramedic License, Emergency Medical Instructor Coordinator License (preferred or must be obtained within one year in the position), minimum of an Associate Degree, Bachelor's Degree preferred; in a closely related field to the fire service and in accordance with Article 16, Section 6 of this contract. The Administrative Officer position will have the authority given to them by the Fire Chief in directing others, regardless of rank, which includes but is not limited to those activities surrounding training and all other administrative duties as assigned.

**Captain** – Written (30%) / Assessment Center (70%) / Seniority (1% per each two years up to 5%)

Must have a minimum of seven (7) years as a Full Time Career Fire Fighter to be promoted to a Captain in Suppression. Should no promotional participants with a minimum of seven years of full time service pass their written examination, participants with five or more years of full time experience who pass the written examination may complete the promotional process and be considered for promotion to Captain. Must possess State of Michigan Fire Officer I, II and III Certificates; Fire Instructor 1, Fire Incident Safety Officer; FEMA ICS 100, 200, 300, 400, 700 & 800; ICS course certification as recognized by the Fire Chief; minimum of an Associate Degree, Bachelor's Degree preferred; in a closely related field to the fire service and in accordance with Article 16, Section 6 of this contract.

Captains are encouraged to pursue a Staff & Command Executive course. Beginning with the first full payroll following ratification by both parties, the existing Lieutenants as of 1/1/2019 shall be promoted to the rank of Captain and each shall be encouraged to pursue all of the education, training and credentials as required above for the rank of Captain.

**Fire Inspector** – Written (40%) / Oral (55%) / Seniority (1% per year up to 5%)

Must have a minimum of five (5) years continuous seniority

Must possess MFFTC Fire Officer I Certificate or equivalent

Testing shall consist of a written test and oral boards.

**Lieutenant** -- Written (40%) / Assessment Center 60%) / Seniority (1% per each two years up to 5%)

Must have a minimum of three (3) years as a Full Time Career Fire Fighter to be promoted to a Lieutenant in Suppression. Should no promotional participants with a minimum of three (3) years of full time service pass the written examination, participants with two (2) or more years of full time experience who pass the written examination may complete the promotional process and be considered for promotion to Lieutenant.

Must possess State of Michigan Fire Officer I and II Certificate or equivalent, Fire Incident Safety Officer Certification, and FEMA ICS 100, 200, 700 and 800.

Lieutenants are encouraged to pursue the following extended training opportunities: State of Michigan Fire Officer 3, FEMA ICS 300 & 400, Fire Instructor I, and ICS course certification as recognized by the Fire Chief.

Must have a minimum of three (3) years as a Fire Inspector to be promoted to a Lieutenant in Prevention

**General promotional items**

In the event of a vacancy in any of the above listed positions, the City agrees to post that position within 12 months, unless the City has elected not to fill that position.

The written test portion of the testing process should be designed to test the candidates on material relevant to the level they are being tested for.

In the event that a new position is created within the bargaining unit, the City and the union agree to negotiate all mandatory subjects of bargaining related to the position.

In the event that no qualified applicants apply for a given promotion, the Fire Chief may lower the requirements to include other members of the bargaining unit.

For all promotions, the top three (3) candidates shall be required to complete a psychological assessment process.

**Probation Period for Promoted Employees**

Whenever an employee is promoted to a new position, that employee will be considered to be on probation in that position for a period of one (1) year. Employees in this classification will receive full pay for the position they are on probation for. The probationary employee can be removed from their promoted position by the Fire Chief at anytime during the first year so long as there is just cause. Any grievance in regards to employees who are on this type of probation will be handled using the normal grievance procedures. Upon completion of one year in the new position, the employee will be officially

promoted by the Fire Chief in writing, within ten (10) days and removed from probationary status. Employees will continue to accrue seniority, vacation and sick time during this type of probation.

Any employee who holds rank within the department may return to their previous position within one year from date of promotion so long as that position is vacant. If the previous position is vacant the employee must submit this request in writing to the Fire Chief. If the previous position is not vacant the employee may return to any position of lower rank with approval of the Fire Chief so long as no other employee loses rank because of the transfer. Any employee returned to their previous position voluntarily will not lose seniority time. In the event that an employee is returned to their previous position as a result of disciplinary action that employee will not be eligible to apply for any promotion for a period of two (2) years.

### **Seniority Policy**

Seniority shall accrue from the date of full time hire with the Auburn Hills Fire Department for retirement, leave time accruals, and layoffs only. Seniority lists shall be created from the date of full time employment by the Auburn Hills Fire Department, if two (2) or more employees are hired on the same date, paid on call service time will be used to determine seniority rankings, if no paid call service time is available the last digit of the social security number will be used. The employee with the highest last digit will be the most senior.

## **ARTICLE 10 – MILITARY LEAVE**

The City and the Union agree to abide by the terms of the Selective Service Training Act or any other state or national legislation that may be passed concerning the rights of returning members of the military service.

## **ARTICLE 11 - LEAVES OF ABSENCE**

### **Section 1. General Leave**

A. Upon written application from an employee, the Employer may grant, at its sole discretion, a written leave of absence without pay or fringe benefits where good cause is shown for a period not to exceed six (6) months.

The Employer may extend the leave upon written application for an additional period of up to six (6) months.

B. If an employee is granted a general leave of absence of ninety (90) days or less, they shall have a guarantee of return to their same classification and job with no loss of seniority. However, if the general leave of absence is in excess of three (3) months, there shall be no guarantee of return to the same classification. An employee returning from a general leave of absence in excess of three (3) months shall be reinstated to the same classification he/she held prior to the leave with no loss of seniority, provided an opening in that classification is available. If an opening in the appropriate classification is not immediately available, the employee shall be placed on a recall waiting list for a period not to exceed 12 months following the expiration of the granted leave.

C. An employee who gives a false reason for the leave or who works for another Employer not within the provisions of the leave shall be terminated.

D. Use of Paid and Unpaid Leave

1. An Employee who is taking FMLA leave because of the Employee's own serious health condition or the serious health condition of a family member is entitled to a maximum of 12 weeks leave. An employee must use all accrued or unused leave time as indicated in 1 & 2 below, prior to being eligible to take the remainder of the twelve (12) weeks as unpaid leave. The paid leave time generally will be taken in the following order:
  1. Sick Leave
  2. Leave Time
2. An Employee taking FMLA leave for the birth of a child must use paid sick leave for the physical recovery following childbirth. The Employee may then use any remaining sick leave, and must use all accrued or unused paid vacation and personal leave prior to being eligible to take the remainder of the twelve (12) weeks as unpaid leave. Also, pregnancy disability or other leave taken under any applicable disability plan is considered to be paid sick leave for purposes of FMLA substitution.
3. An Employee who is taking FMLA leave for the adoption or foster care of a child must first use all accrued and unused paid vacation and personal leave prior to being eligible to take the remainder of the twelve (12) weeks as unpaid leave.

Section 2. Sick Leave

Employees shall receive sick leave time in the amount of 96 hours per year. Employees will be credited 8 hours of sick leave time per month. Employees will be allowed to bank up to two hundred and forty (240) hours of annual sick leave time. Any sick time in excess of that amount will be paid to employees on the first payroll of December. Employee will be able to use sick leave for demonstrated illnesses of the employee and employee's spouse and children only.

In the event of an employee's death, retirement or resignation the City will pay all accumulated sick leave time to the employee or the employee's beneficiary. Employees must give a two week notice of leaving and be in good standing in order to receive the above payout. Termination for cause will not entitle the employee to sick leave payout.

Section 3. Funeral Leave

In the case of death occurring in the employee's immediate family requiring their absence during a duty period, the employee shall be granted a leave of absence with pay for such period not to exceed five (5) consecutive calendar days as will be necessary in the particular circumstances and as approved by the Chief, where one of the consecutive days off shall include the funeral or celebration of the family member's life. Immediate family is defined as the employee's wife, husband, children, parents, step-parents, step-children of current spouse, brothers and sisters .

In the event of the death of a parent-in-law of current spouse, grandparent, grandparent-in-law, or grandchild, a leave of absence of three (3) consecutive calendar days shall be granted in accordance with the above guidelines.

In the event of the death of a brother-in-law, sister-in-law, aunt or uncle, one (1) leave day shall be granted for the day of the funeral or celebration of the family member's life only.

Section 4. Jury Duty Pay

a. When an employee is required to serve on a jury, they shall be excused from their regular duties during the time that is required to and does appear in court, except that on such days the employee shall be required to work all scheduled hours during which their attendance in court is not required with reasonable travel time provided. The City will pay said employee for time actually lost from their scheduled work hours and the employee will be required to submit their jury fees received to the City for such time.

**ARTICLE 12 - WORKING HOURS AND OVERTIME**

Section 1. Hours of Employment

The standard pay period for employees within the Fire Prevention Division will be eighty (80) hours per fourteen (14) day pay period. Fire Prevention Staff will typically work Monday through Friday. Actual hours will be determined by the Fire Chief or designee. Fire Prevention personnel shall work a daily eight hour schedule with a paid thirty minute lunch period.

The standard workweek for employees within the Fire Suppression Division will be eighty-four (84) hours per fourteen (14) day pay period. Actual hours and shift days will be determined by the Fire Chief or designee.

The City has the right to modify the prevention and suppression division schedules and work periods consistent with 7k of the FLSA.

Section 2. Overtime/Call Back Rate of Pay

Fire Prevention and Fire Suppression employees will receive overtime pay for any hours worked in excess of 53 hours in a week. A pay week is defined as Saturday morning at 7:01 a.m. to Saturday 7:00 a.m. and pay is bi-weekly.

Overtime will be paid at a rate of one and one half their normal hourly pay rate. The overtime rate is based on an annual work schedule of 2,756 hours.

Employees who are ordered in by the Fire Chief or designee during regularly scheduled time off will receive a minimum of two hours pay. The Fire Chief will designate which incidents fire prevention staff will automatically respond to and those responses will receive a minimum of two hours of pay.

When an employee attends training on a scheduled twelve-hour shift but training, including commuting time, does not require the full twelve hours, such excess time not worked will be credited toward additional hours for which overtime shall not be calculated. For example: Day 1 – employee is assigned to training on their scheduled work day (12 hours). The class is eight hours long, including commuting time. Day 2 - Employee is off duty but assigned to training and the class, including commuting time, lasts eight hours. The employee reduces their overtime by four hours that were remaining in the shift from Day 1, thus only submitting for four hours at overtime rate for Day 2.

Section 3. Court Time

a. Any employee who is required to appear in court on behalf of the City on a non-scheduled work day will receive pay at their applicable rate.

b. If an employee is subpoenaed to appear in court in connection with their employment, the City shall pay the employee for all hours expended in the court appearance at their applicable rate. The employee shall tender to the City any subpoena fees received for a City-reimbursed court appearance.

Section 5. Trading of Days

Employees may be permitted to voluntarily trade workdays with other employees of equal rank subject to the approval of the Fire Chief or designee. No trade shall be in effect unless the Fire Chief or designee has given approval. Trades must be repaid/completed within 90 days.

The employee accepting the trade is responsible for any failure to report to work.

**ARTICLE 13 - HOLIDAY PROVISIONS**

Section 1. All full time employees shall receive the following paid holidays each year:

- |                   |                              |
|-------------------|------------------------------|
| 1. New Year's Day | 6. Thanksgiving Day          |
| 2. Good Friday    | 7. Friday after Thanksgiving |
| 3. Memorial Day   | 8. Christmas Eve             |
| 4. Fourth of July | 9. Christmas Day             |
| 5. Labor Day      | 10. New Year's Eve           |

Fire Suppression and Prevention staff shall receive a yearly payment for the holidays listed above. The yearly payment shall equal their regular rate of pay multiplied by 80 hours. This payment will be made on the first payroll of December. Full time Fire Suppression employees in the first year of employment, will not be paid these hours if their probationary period is not met by December in the year of hire. If the probationary period is met by December in the year of hire, the 80 hour holiday payment will be prorated for the number of months the employee will have been employed through December of the year of hire. The first month of employment will be the month of the employee's first day. If the probationary period is not met by December in the year of hire, the employee will not receive an 80 hour holiday payment until December of the following year. Any Fire Fighter working a designated holiday will receive pay at the rate of time and one half.

Members of Fire Prevention shall not be regularly scheduled to work on City observed holidays. If required to work on a City observed holiday, the employee shall be paid at the rate of time and one half.

Holiday pay period will be defined at 7:01 a.m. the day of the exact holiday date pursuant to the contract and will end the following day at 7:00 a.m.

**ARTICLE 14 - FRINGE BENEFIT ACCRUAL**

Fringe benefits pertaining to vacation, sick leave days, and personal leave days shall accrue on a monthly basis in months during which the employee is in pay status one-half of the calendar month. Unpaid days and days in which an employee receives STD, LTD, or Worker's Compensation benefits extending more than six (6) calendar months, shall not be considered pay status days.

**ARTICLE 15 - LEAVE TIME BANK**

Section 1. Leave time accrues monthly. Employees shall be entitled to annual leave time in accordance with the following schedule and provisions:

<u>Length of Service</u>	<u>Allotment</u>	<u>Hours/Month</u>
Date of Hire through one year	144 Hours	12
On two year anniversary date	160 Hours	13.33
On six year anniversary date	192 Hours	16
On ten year anniversary Date	224 Hours	18.67
On fifteen year Anniversary Date	264 Hours	22

Section 2. Employees will be allowed to bank up to one and one half times their annual leave bank allotment. Any leave time in excess of that amount will be forfeited at the end of each year.

Leave time shall be scheduled as far in advance as possible and shall not be used as a substitute for sick time. All leaves are subject to the Fire Chief's approval and must be taken in minimum's of four (4) hour segments. The Fire Chief may delegate this responsibility to the appropriate employee supervisor. Leave time shall not be permitted for more than 60 hours in one leave unless pre-approved by the Chief or designee at least 30 days in advance.

## **ARTICLE 16 - GENERAL PROVISIONS**

### **Section 1. Employee Addresses and Telephone Numbers**

Each employee covered by this Agreement shall keep the City and their supervisors informed of their address and telephone numbers. They shall immediately notify their supervisors of any changes. The City shall be entitled to rely on the information furnished by the employee as to their address and telephone number and shall have no liability to an employee for the employee's failure to maintain a current address and telephone number with the City and with their supervisor.

### **Section 2. Health and Fitness**

Physicals - Beginning January 1, 2020, all members of the bargaining unit shall:

- 1) Complete an annual comprehensive physical exam through their choice of physician
- 2) Complete an occupational and medical screening mandated by Federal and State law through the City's chosen occupational medicine facility.

Both the annual physical exam and the occupational physician visits shall take place between January 1 and June 30 of each calendar year. All members will be required to submit an annual physical form and an occupational medical screening form, each signed by a licensed physician and submitted no later than 11:59 p.m. on June 30 of each year. The employee shall only be permitted to continue to work upon being found able to perform the essential functions of their position and with both required forms being signed by a licensed physician submitted to the employer. Members shall first use their available sick or leave bank hours if deemed unable to perform the essential functions of their position until the employee is eligible for short term disability. Failure to submit both forms signed by licensed physicians by June 30 of each calendar year may result in termination of employment. Extenuating circumstances of this failure may be considered.

Medical Treatments - Employees will receive all necessary medical treatments and vaccinations needed to perform their job safely. All vaccinations, testing and treatments will be administered by trained medical personnel at a medical facility of the city's choosing.



Fitness - All employees within the bargaining unit will maintain a physical fitness level necessary to perform in their job. This will include demonstrating such conditions by their actual job performance and/or completion of the State of Michigan Firefighter I & II practical certification requirements. All employees will be required to utilize the workout room for a minimum of one hour per day. In the event that an employee is unable to work out due to training, call volume, or inadequate staffing on a particular day, the requirement will be waived for that day. Every effort will be made by the Union to achieve daily workouts for all employees.

Each employee must be physically fit to perform their job. In the event that an employee is deemed physically unfit to perform their job, the member shall use their sick or leave time bank hours until the employee is eligible for short term disability. If the employee is found to be physically unfit to perform their job, the employee will be eligible for disability retirement under the terms and conditions of such plan offered by the City.

Section 3.     Drug Testing

Employees shall be subject to random drug testing as outlined in the Departmental Policy for random drug testing and as found in (Attachment B). Results of such testing shall be placed in the employee's medical file.

Section 4.     Use of City Vehicles

The City shall retain the unilateral right to direct the use of its City-issued vehicles at all times. Such rights shall include directing the privilege of take-home, personal and/or commuting use by department personnel, or the right to revoke any and/or all such privileges at any time it deems necessary for any reason.

Section 5.     Residency

To ensure a timely response to incidents when a call back of full time employee's is requested, the following residency requirement is in effect for members of the unit in compliance with Michigan Public Act 212 of 1999.

- (1) Except as provided in subsection (2), A public employer shall not require, by collective bargaining agreement or otherwise, that a person reside within a specified geographic area or within a specified distance or travel time from their place of employment as a condition of employment or promotion by the public employer.
- (2) Subsection (1) does not prohibit a public employer from requiring, by collective bargaining agreement or otherwise, that a person reside within a specified distance from the nearest boundary of the public employer. However, the specified distance shall be 20 miles or another specified distance greater than 20 miles.
- (3) A requirement described in subsection (2) does not apply to a person if the person is married and both of the following conditions are met:
  - A. The person's spouse is employed by another public employer.
  - B. The person's spouse is subject to a condition of employment or promotion that, if not for this section, would require him or her to reside a distance of less than 20 miles from the nearest boundary of the public employer.

- (4) Subsection (1) does not apply if the person is a volunteer or paid-call firefighter, an elected official, or an unpaid appointed official.

The City of Auburn Hills Fire Department requires that all full-time employees reside within 35 miles from the nearest city boundary, by way of travel on public roadways.

Persons employed by the City of Auburn Hills prior to the effective date of this contract are grandfathered. However, if the employee changes permanent residence, they shall be required to move within 35 miles of the nearest city boundary.

Persons employed by the City of Auburn Hills after the effective date of this contract will be required as a condition of their employment to reside within 35 miles of the nearest city boundary within 90 days of their appointment.

The Fire Chief may require at any time from any employee, proof of residency to assure that employees are in compliance with this policy.

Employees shall notify the Fire Chief of any change of permanent residence prior to relocation.

#### Section 6. Tuition

The City shall reimburse the cost of tuition at an accredited educational institution in accordance with the following:

- a) Classes taken on an individual basis separate and not part of a college degree program will be evaluated on their individual merit and approval/disapproval determinations made by the City Manager.
- b) Tuition reimbursement will not be made in advance. The employee will pay for the course and be reimbursed upon proof of completion of the course with a grade "C" or better, and the submission of a signed affidavit may be requested stating reimbursement has not been requested or received from another source.
- c) City reimbursement will be for tuition and mandatory fees, except for recreation fees. Books, supplies and other expenses will be the employee's responsibility.
- d) Reimbursement will apply to active employees only and will require prior approval from the Supervisor, Department Head and City Manager. Reimbursement will be limited to \$4,000 per person per calendar year for undergraduate studies and \$3,000 per person per calendar year for graduate coursework. Payment for tuition reimbursement shall not be included as part of the final average compensation calculations for pension.
- e) Coursework and/or degree programs must be directly related to the employee's current position or one that exists within the City organization. However, if coursework is not related to a current position but is part of the degree related program, then coursework would be accepted.

Disputes arising out of the accreditation of coursework and /or degree programs will be determined by an opinion from the Registrar's Office of Oakland University. Accreditation must meet or exceed the level of accreditation of Oakland University. Such determination is not subject to the grievance procedure.

## Section 7. Uniform Purchase and Maintenance

The City shall assume responsibility for cleaning and replacement of uniforms and personal protective equipment for all personnel covered under this agreement.

The City will provide and maintain the following list of uniforms and equipment for all personnel covered under this contract. Uniforms will be replaced on an as needed basis. Uniforms showing obvious sign of wear or items that are damaged and cannot be repaired will be replaced at the City's expense. Personnel will present the worn or damaged article to their command officer for replacement.

### Duty Uniforms

- Uniform shirts – Combination of uniform shirt with/without embroidery or polo style shirt
  - 5 long sleeve (beginning 1/1/2020)
  - 5 short sleeve (beginning 1/1/2020)
  - Personnel will maintain (1) long sleeve uniform shirt without embroidery at all times.
- Department T-Shirts
  - 5 short sleeve
- Uniform Pants
  - 5 uniform pants (beginning 1/1/2020)
    - Personnel will have the option of choosing between regular uniform pants and approved Cargo/EMS pants.
    - Personnel will maintain one pair of regular, 4 pocket, uniform pants at all times.
- Uniform coat
  - 1 uniform coat
- Duty Boots
  - Replaced every 2 years, cost not to exceed \$300 with submission of receipt
- Miscellaneous
  - 1 ball cap
  - 1 winter hat
  - 1 uniform belt
  - 2 breast badges, 1 hat badge
  - 1 name badge
  - 1 job shirt

### Class A

- 1 blouse
  - Personnel gaining more than 15 percent of their body at the time of issue shall be responsible for alterations or replacement.
- 1 dress pant
- 1 hat
- 1 pair of dress shoes
- 1 tie

### Personal Protective Equipment

- 1 helmet
- 1 NFPA approved hood
- 1 SCBA mask

- 1 turnout coat
- 1 bunker pant
- 1 pair of firefighting boots
- 1 pair of suspenders
- 1 pair of firefighting gloves
- 1 pair of extrication gloves

All issued uniforms and equipment shall remain the property of the Auburn Hills Fire Department.

#### Section 8. Training – General

The City will provide each employee with all training that is required to perform the essential duties of the job at no cost to the employee. Any other training that is attended by an employee must first be approved by the Fire Chief. Employees who are ordered to attend training will receive their regular rate of pay and overtime pay, if applicable. Employees will not receive pay for and/or training that is not ordered by the Chief.

When possible, department training will be scheduled during the Employee's regularly scheduled hours. The Fire Chief has the discretion to make training mandatory for all personnel, including during leave days, based on the ability to duplicate the training at a later date due to the availability of the training site, training materials, or instructors. Those employees who do not attend regular department training will complete their required training while on shift or on makeup training days. Employees who attend training will receive their regular rate of pay and overtime pay, if applicable.

#### Training – Paramedic

The City will pay the total cost for all classes needed to obtain and maintain a paramedic license. Any employee who is attending paramedic classes off duty in order to obtain and/or maintain licensure will receive their normal pay and overtime pay, if applicable. The City will provide for all employees licensed as paramedics the necessary continuing education classes that are required to maintain the employee's license. These classes will be held in-house or through a partnership with neighboring departments.

The City shall pay for all required licensing fees to the State of Michigan required to maintain the employee's paramedic license. The City shall offer in-house CPR and ACLS recertification classes and pay all associated fees for those classes and licenses for each employee.

#### Section 9. Advanced Life Support Program

For the period of time the City operates an Advanced Life Support (ALS) program the City shall determine the number of ALS units in service and the required number of Paramedics to staff them. While the City presently intends to operate an ALS program, it reserves the right to terminate the program at any time in its sole and exclusive discretion. In the event that the ALS program is terminated, any requirements for employees to maintain their Paramedic license will cease.

All current employees who have a valid Paramedic License will be required to maintain their license and to participate in the ALS program.

Prevention employees will not be required to obtain or maintain a paramedic license. Any employee promoted to the prevention division who has a valid paramedic license may maintain their license. If such an employee elect to maintain the license, the City will continue to pay all associated costs for

maintaining the license. All prevention division employees must maintain a current State of Michigan EMT license. Any employee hired after July 1, 2006 must be licensed as a State of Michigan Paramedic and maintain licensure as a condition of their employment so long as the City operates the ALS program.

#### **ARTICLE 17 - HOSPITALIZATION AND MEDICAL INSURANCE**

Section 1. Unit members shall have the option to select hospitalization and medical insurance coverage under the HMO/EPO and PPO provided by the employer. Effective as soon as possible following contract settlement, the HMO/EPO shall have a \$20 PCP/\$40 specialist office visit co-pay, \$40 urgent care visit co-pay, \$100 emergency room visit co-pay. The in-network deductible shall be \$250/\$500. Co-insurance is 90/10% to \$1,000 single/\$2,000 couple or family. Effective as soon as possible following contract settlement, the PPO shall have \$25 PCP/\$50 specialist office visit co-pay, \$50 urgent care visit co-pay, \$100 emergency room visit co-pay. The in-network deductible shall be \$500/\$1,000. In network co-insurance is 90/10% to \$1,000 single/\$2,000 couple or family. Out-of-network co-insurance is 50/50% to \$5,000 single/\$10,000 couple or family.

The employer shall provide a prescription drug plan with a three-tier co-pay system of \$10/\$30/\$80 with a mail-in program of two times the applicable co-pay. Specialty drugs as determined by the plan manager shall have a 50% employee co-pay. Availability of specialty drugs shall occur only after all other drug therapies have been exhausted as determined by the plan manager. The prescription drug plan shall be managed by a plan manager and the employees shall be subject to the provisions of that plan; including mandatory generics, and changes from time to time in the drug formulary which may change the category in which drugs are placed.

Section 2. In the event that an employee with three or less years of full time service suffers a line of duty death, the City shall pay the premiums for all insurance and benefits to the employees spouse and qualifying dependents for a period of time not to exceed ten (10) years, re-marriage where new spouse is eligible for health care, or surviving spouse is eligible to obtain their own health care from another source, whichever is the lesser of the three. In the event that an employee with more than three years of full time service suffers a line of duty death, the City shall pay for all insurance and benefits to the employees spouse and qualifying dependents (in accordance with age eligibility contained in this contract and insurance plan provisions – see Sec. 6 of this article) until such time of re-marriage where new spouse is eligible for health care, or surviving spouse is eligible to obtain their own health care from another source, whichever is less; or until such time the surviving spouse becomes medicare eligible at which time the policy shall become a medicare supplemental policy. In no case shall the City provide coverage for anyone new beyond the surviving spouse and qualifying dependents at the time of the duty death.

Section 3. The City will provide employees with the current or equivalent flexible benefit plan allowing medical payments with pre-tax dollars.

Section 4. The City shall offer a medical insurance and prescription buyout to employees covered under this agreement at the rate of \$130.00 per payroll period as an addition to each payroll based on twenty-six pay periods per year should the employee elect to no longer take the City's health care insurance. This waiver of insurance shall apply to the medical portion of coverage and not to the dental or optical portions. Should the employee lose coverage from another source, the employee may elect to once again take coverage and to relinquish their right to the buyout. The City shall require that the employee provide proof of coverage from another source (including spouse and dependent coverage where applicable) prior to the City granting buyout payment. In any case, the annual buyout payment shall not exceed 1/3 the cost of the annual premium amount of the medical coverage. Payments for the medical insurance buyout shall not be included as part of the final average compensation calculation for pension.

Section 5. In no case shall medical and prescription drug coverage's be greater for retirees than for current employees.

Section 6. Dependent care health insurance for children (only) of the retiree, those of which are children of record two years prior to retirement, shall be made available until the child reaches their twenty-third birthday and meeting the eligibility requirements of the policy. Such policy shall be the HMO coverage provided for the retiree and paid by the retired employee at the rate of 102% of the actual premium cost to the employer. Retiree dependent care shall not be made available to those employees hired after July 1, 2006.

Section 7. The City shall make available a Retirement Health Savings Plan with contributions made by the employee only and may be used for such expenses as established in the plan, including for payment of dependent health care premiums.

Section 8. For those employees hired after July 1, 2006, the City shall make available a Retirement Health Savings Plan as the sole coverage for retiree health care and prescription coverage. Such plan will be funded by the employer during the period of time in which the employee is in full time active service to the City. Effective January 1, 2009, contributions shall be at the rate of 3% of base pay contributed by the Employer and 5% of base pay contributed by the Employee. Effective January 1, 2015, the Employee contribution shall be 8% of base pay. The City shall not provide health care and prescription coverage to these employees upon retirement. The City's portion of the contributions to this plan shall vest at the rate of 20% per year with full vesting at five (5) years.

The 3% employer contribution and the 8% employee contribution to the RHS plan for applicable members of the bargaining unit hired after July 1, 2006 shall cease as reasonably possible after ratification by both parties and be applied to their 457 plan. Application to the 457 plan shall be an irrevocable one-time election for all unit members currently receiving RHS contributions. The RHS plan is terminated at the request of the Union and the 3% employer contribution for affected employees re-directed to the 457 plan of the employees. No additional employee contribution will be required to obtain this 3%. The content of each RHS account shall freeze upon termination. The existing employer-contributed RHS dollars will freeze in the accounts, the employer contributions will be 100% vested, and the 3% employer contribution to the 457 shall begin the first full payroll following the last RHS contributions. It is understood by the Employer and Union that with the termination of the RHS plan, the employer's contribution to the 457 plan will be increased by the equal amount for employees who had been receiving RHS contributions. Said termination shall not be in any way interpreted in any form as a diminishment of retiree health care benefits on behalf of those employees.

The 3% employer contribution as prescribed above for employees hired after July 1, 2006 will increase to 4% of base pay at the beginning of each unit members sixteenth year of service.

Section 9. The Employer may opt to implement either PA 152 cap on an annual basis. The Employee contribution shall be collected through equivalent payroll deductions from the first two payrolls of each month. There are 24 deductions in a calendar year.

## **ARTICLE 18 - WORKER'S COMPENSATION**

Provisions of the Michigan Worker's Compensation Act shall apply to all duty connected accidents or injuries.

In the event an employee is unable to work because of a duty connected injury, the City will continue life insurance on the employee until date of return or normal retirement date, whichever occurs first. The City will also provide health and dental insurance for the employee and eligible dependents until date of return or normal retirement as follows:

1. During first year of disability, the employee will remain insured pursuant to their existing plan.
2. If disabled beyond one year, the employee and eligible dependents will be insured by a HMO/EPO Policy.
3. Upon recovery from disability, the employee must be able to meet standards of eligibility established by the insurance carrier in order to be reinstated to the PPO program. An employee not meeting standards of eligibility will remain covered by the HMO/EPO.
4. In the event the employee becomes eligible for Medicare coverage the employee would be switched to Medicare-supplemental coverage under the HMO/EPO plan. If there is a spouse and/or eligible dependent children, their coverage under the HMO/EPO would continue unaffected by the change.
5. All insurance premiums shall be paid by the City for a period of five (5) years for all duty-connected injuries or illnesses, or until such time comparable coverage is obtained through other means.
6. The employee shall receive 80% of their gross pay exclusive of all deductions for duty-connected injuries for up to one (1) year in conjunction with Worker's Compensation. Upon ratification of the contract by both parties, any employer-provided supplemental accidental policy shall be terminated.

In the event that an employee suffers a duty-connected injury or illness that cause them to be unable to return to duty the employee will be eligible for disability retirement.

## **ARTICLE 19 - LIFE INSURANCE**

The City will pay the premium to maintain life insurance in the amount of three (3) times the annual base salary for all employees as the sole death benefit for active employees.

### **Life Insurance Reduction Schedule**

Employees who are in full time active status and who have attained the age of 65 shall have their life insurance benefit reduced by 35%. From and after age 65, employees who remain employed in full time active status shall receive another reduction of an additional 15% once they have attained the age of 70.

## **ARTICLE 20 – DENTAL & OPTICAL**

The City will provide dental and optical coverage for the employee and their dependents equivalent to coverage levels in effect at contract signing and as described in Attachment E, unless such coverage is no longer available at which time the employer shall provide comparable coverage from the same or another source.

## **ARTICLE 21 – SHORT TERM & LONG TERM DISABILITY**

Section 1. Short Term – The employer shall pay the premium to provide employees with a short term disability (STD) insurance policy. Benefits begin on the 15th day of disability and continue through the end of the sixth month.

Section 2. Long Term – The employer shall pay the premium to provide employees with a long term disability (LTD) insurance policy. Benefits begin on the 7th month of disability.

For a non-duty related injury in which the employee is not working, the City shall provide medical and prescription drug benefits for a period not to exceed six (6) months from date of injury.

In the event that an employee suffers a non duty-connected injury or illness that causes them to be unable to return to duty, the employee will be eligible for disability retirement in accordance with the City of Auburn Hills Pension Plan.

## **ARTICLE 22 - UNEMPLOYMENT COMPENSATION**

The City hereby agrees to make proper contributions to the Michigan Unemployment Compensation Commission so as to ensure the availability of Unemployment Compensation to any and all employees who are eligible or qualified according to the laws of the State of Michigan.

## **ARTICLE 23 – RETIREMENT (Defined Contribution Plan & Medical)**

The City will pay the cost of providing the medical coverage listed below until such time the employee and their spouse (if applicable) are eligible for Medicare, at which time the City will pay for a Medicare Supplemental Policy for the employee and their spouse. If death occurs with the employee, all benefits shall be continued for the employee's spouse.

### **Section 1. Defined Contribution Plan Participants (401k)**

For those employees hired after December of 1998, the City will provide a Defined Contribution Plan jointly funded by the employer and the employee. The plan is further described in the plan document as Attachment B.

Employees must be actively employed by the City at the time of retirement in full pay status and have fifteen (15) years of service to meet the eligibility requirements to obtain medical and prescription drug coverage during retirement.

### **Section 2. Non-Duty Disability retirement**

In the event that an employee becomes disabled as a result of a non-duty related injury or illness and it is determined by a medical professional that the employee is unfit to return to work, the employee may elect to retire. The medical professional selected to make such determination will be agreed upon by the City



and the Union. The City will pay the premiums for all insurances for a period of one year, or until such time as comparable coverage is offered through some other means. Medical coverage will be the HMO.

### Section 3. Retiree Health Insurance

The City shall provide employees who have attained the age of fifty and have completed fifteen years of service and were hired as Fire Fighters prior to July 1, 2006 with health insurance including a prescription drug plan. Coverages shall match that of active employees. Dental and optical coverage for the retiree and spouse and eligible dependents as defined in Article 20 are available at their expense. This will be provided to employees and their dependents so long as employees meet the general retirement guidelines. Coverage levels shall be no greater than those of active employees.

The City shall provide the employee with a Health Maintenance Organization (HMO) for all qualifying retirees and their spouse. The employer shall provide hospitalization and medical insurance for the retiree and spouse, with coverage under the HMO at no cost to the retiree. Those retirees qualifying for retirement medical insurance and who choose not to take the City's HMO-provided insurance may elect to receive a \$500 per month stipend for health insurance and prescription coverage.

The City will pay the cost of providing the medical coverage listed above until such time that the employee and their spouse (if applicable) are eligible for Medicare, at which time the City will pay for a Medicare Supplemental Policy for the employee and their spouse. If death occurs with the employee, all benefits shall be continued for the employee's spouse.

## **ARTICLE 24 - MANAGEMENT RIGHTS**

The City, on its behalf and on behalf of its electors, hereby retains and reserves unto itself and its designated representatives, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the City Charter, laws and the Constitutions of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers, except such as specifically relinquished herein, are reserved to and remain vested in the City and its designated representatives, including but without limiting the generality of the foregoing, the right:

1. To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered to the public, the control of equipment to be used, and the discontinuance of any service or method of operation;
2. To introduce new equipment, methods or processes change or eliminate existing equipment and institute technological changes, decide on supplies and equipment to be purchased;
3. To subcontract or purchase the construction of new facilities or the improvement of existing facilities; to subcontract or purchase work processes or services subject to the understanding that if the specific work regularly performed on the effective date of this Collective Bargaining Agreement by bargaining unit employees is to be subcontracted or contracted out and such subcontracting or contracting out of work would cause the layoff or reduction of regular work hours of bargaining unit employees from their positions in the bargaining unit, the Employer shall notify the Union, prior to letting this contract, and if requested in writing by the Union within five (5) business days from the notice, the Employer will meet within ten (10) business days from the receipt of the request to negotiate on the subject;
4. To determine the number, location and type of facilities and installations;
5. To determine the size of the workforce;

6. To determine the number of ranks required and the number of persons to service in each rank;
7. To hire new employees, to assign and lay off employees subject to this Collective Bargaining Agreement;
8. To permit municipal employees, not included in the bargaining unit, to perform bargaining unit work in emergencies in accordance with past practice;
9. To direct the workforce, to assign the type and location of work assignments and determine the number of employees assigned to operations;
10. To establish, change, combine or discontinue job classifications subject to bargaining over the effects of such a modification;
11. To determine lunch, rest periods and clean-up times, the starting and quitting times and the number of hours to be worked;
12. To establish work schedules, work standards and the methods, processes, and procedures by which such work is to be performed;
13. To discipline, suspend, subject to this Collective Bargaining Agreement, and discharge employees for cause; provided, that no employee shall be disciplined or discharged without just cause. Prior to the imposition of discipline, an employee shall be notified, in writing, of the charges against him and an opportunity shall be provided with the opportunity for representation by the Union at any investigatory meeting and all other disciplinary proceedings. Notification shall be promptly given to the Union of any disciplinary action taken against an employee which results in official entries added to that employee's personnel file.
14. To adopt, revise and enforce reasonable City and departmental rules and regulations and to carry out cost and general improvement programs not in conflict with the terms of this agreement. The Employer shall notify the Union five (5) days prior to amending the Fire Department rules and regulations;
15. To select employees for promotion or transfer to supervisory or other portions, subject to this Collective Bargaining Agreement and to determine the qualifications and competency of employees to perform the available work;
16. To establish training requirements for purposes of maintaining or improving professional skills or employees and for purposes of advancement.

It is agreed that these enumerations of management rights shall not be deemed to exclude other rights not enumerated and, except as specifically abridged, delegated, modified or granted by this Collective Bargaining Agreement all of the rights, powers and authority the Employer had prior to the signing of this Agreement are retained by the Employer and remain exclusively and without limitation within the rights of the Employer.

## **ARTICLE 25 - MAINTENANCE OF CONDITIONS**

Section 1. Wages, hours and conditions of employment in effect at the execution of this Agreement shall, except as modified herein, be maintained during the term of this Agreement. No employee shall suffer a reduction in benefits as a consequence of the execution of this Agreement, except as expressly agreed by the parties.

Section 2. The City will make no unilateral changes in wages, hours and conditions of employment during the term of the Agreement either contrary to the terms of this Agreement or otherwise.

## **ARTICLE 26 – EMERGENCY FINANCIAL MANAGER**

The parties to this Agreement recognize that an Emergency Manager appointed pursuant to PA 436 of 2012 may act to reject, modify, or terminate this collective bargaining agreement.

## **ARTICLE 27 – ENTIRE AGREEMENT**

This Agreement concludes all collective bargaining between the parties hereto during the term hereof and constitutes the sole, entire and existing agreement between the parties hereto, and supersedes all prior Agreements and undertakings, oral or written, express or implied, or practices, between the Employer and the union or its employees, and expresses all obligations and restrictions imposed on each of the respective parties during its term.

## **ARTICLE 28 - TERMINATION AND MODIFICATIONS**

This Agreement shall be effective January 1, 2019 and shall remain in effect until December 31, 2022.

The parties agree that if they do not reach agreement by December 31, 2022, the Labor Agreement shall be extended until the parties reach agreement or a party gives written notice not less than sixty (60) days to the other party that the agreement shall terminate on the date stated in the notice.

The provisions of the MOU executed by both parties on June 15, 2017 shall remain in full force and effect until its expiration on December 31, 2022.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

FOR THE UNION:

Joshua Boyce  
JOSHUA BOYCE President

Michael Strunk  
Michael Strunk Vice President

Jan M Toss  
Jan M Toss Treasurer

Dated: May 8, 2019

FOR THE CITY OF AUBURN HILLS:

Kern R. McDaniel  
Kern R. McDaniel Mayor

Laura M. Pierce  
Laura M. Pierce City Clerk

Thomas A. Tancig  
THOMAS A. TANCIG City Manager

Dated: May 8, 2019

# WAGE SCHEDULE (Attachment A)

	START	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
January 1, 2019 (2.00%)						
Fire Fighter/EMT	23.72	25.30	26.93	28.56	30.20	32.22
Fire Fighter/P	24.90	26.63	28.36	30.07	31.79	33.93
Fire Inspector	27.22	28.67	30.12	31.58	33.03	35.25
Fire Lieutenant	25.14	26.81	28.54	30.27	32.01	34.16
Fire Lieutenant/P	26.39	28.23	30.06	31.87	33.70	35.96
Captain	30.24	31.63	33.02	34.39	35.78	37.50
Administrative Officer	29.07	30.72	32.36	34.00	35.63	37.68
Captain/P	31.75	33.21	34.67	36.12	37.57	39.39
Fire Marshall	33.27	34.38	35.50	36.61	37.72	39.68

	START	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
January 1, 2020 (2.00%)						
Fire Fighter/EMT	24.19	25.80	27.47	29.13	30.81	32.87
Fire Fighter/P	25.40	27.16	28.92	30.67	32.43	34.60
Fire Inspector	27.77	29.25	30.72	32.21	33.69	35.96
Fire Lieutenant	25.64	27.35	29.11	30.88	32.65	34.84
Fire Lieutenant/P	26.92	28.79	30.66	32.51	34.38	36.68
Captain	30.85	32.26	33.68	35.08	36.50	38.25
Administrative Officer	29.65	31.34	33.01	34.68	36.35	38.43
Captain/P	32.39	33.88	35.36	36.84	38.32	40.18
Fire Marshall	33.94	35.07	36.21	37.34	38.47	40.47

	START	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
January 1, 2021 (2.00%)						
Fire Fighter/EMT	24.67	26.32	28.02	29.71	31.42	33.52
Fire Fighter/P	25.90	27.71	29.50	31.28	33.08	35.30
Fire Inspector	28.32	29.83	31.34	32.85	34.36	36.68
Fire Lieutenant	26.15	27.90	29.70	31.50	33.31	35.53
Fire Lieutenant/P	27.46	29.37	31.27	33.16	35.06	37.41
Captain	31.46	32.91	34.35	35.78	37.23	39.01
Administrative Officer	30.25	31.96	33.67	35.37	37.07	39.20
Captain/P	33.04	34.55	36.07	37.58	39.08	40.98
Fire Marshall	34.62	35.77	36.93	38.09	39.24	41.28

January 1, 2022 (2.00%)	START	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Fire Fighter/EMT	25.17	26.84	28.58	30.31	32.05	34.19
Fire Fighter/P	26.42	28.26	30.09	31.91	33.74	36.00
Fire Inspector	28.89	30.43	31.96	33.51	35.05	37.41
Fire Lieutenant	26.68	28.45	30.29	32.13	33.97	36.25
Fire Lieutenant/P	28.01	29.96	31.90	33.82	35.76	38.16
Captain	32.09	33.57	35.04	36.50	37.97	39.79
Administrative Officer	30.85	32.60	34.34	36.08	37.81	39.98
Captain/P	33.70	35.24	36.79	38.33	39.87	41.80
Fire Marshall	35.31	36.49	37.67	38.85	40.03	42.11

2019-2022 wages are presented based on a 2080 hour work year, recognizing that the unit is still working under a MOU that continues until 12/31/2022 at the expiration of this collective bargaining agreement. Actual hourly rates employees in Suppression receive during the duration of this agreement are the rates above multiplied by 2080 hours and divided by 2,912 hours.

Fire Fighter/P designation is for those possessing a paramedic license.

Fire Fighter/EMT designation is for those possessing EMT credential.

Employees promoted to a higher classification shall be placed at the lowest step of the schedule that will result in a wage increase above the rate they received in their previous classification.

New external hires for all positions will progress through the full scale beginning with the start rate, unless otherwise adjusted by the Fire Chief.

Adjustments are annual only and made on January 1<sup>st</sup> of each year.

Effective July 1, 2019, an employee who is requested to act in the capacity of "Acting Captain" for a period of hours within a shift shall be paid at the rate of the midpoint between their current hourly rate and that of the Captain hourly rate. The rate shall be within the same classification and wage step (i.e. Lt./EMT to Captain, Lt./P to Captain/P; FF/EMT to Captain, FF/P to Captain/P). If a Captain position remains vacant for more than three months (91+ days), the Acting Captain will be compensated at the Captain rate matching the Acting Captain's appropriate classification and wage step; beginning at the start of the fourth month for the same vacancy.

## AUBURN HILLS FIRE DEPARTMENT

### Administrative Policy

Policy No.: 9	Page 1 of 4
Section: 100 - Administration	Title: Alcohol/Controlled Substance Testing
Effective Date: March 2 <sup>nd</sup> , 2019	Revision Date(s): November 2, 2018; November 1, 2012; October 10 <sup>th</sup> , 2016 (Replaces 2002 #138)

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#### PURPOSE

To establish policy and procedures for dealing with employees whose job performance may be impaired as a result of the use of alcohol and/or controlled substances.

To identify and establish what assistance is available to employees with problems related to the use of alcohol and/or controlled substances.

To identify the employee's responsibility relative to the use of alcohol and/or controlled substances.

To identify and establish the Employer's responsibility relative to the use of alcohol and/or controlled substances by the employees.

#### PROCEDURE

To effectively enforce this policy, all employees of the Fire Department are subject to alcohol and/or controlled substance testing to the following:

1. Pre-Employment
2. Reasonable suspicion
3. Random
4. Post-accident occurrence
5. Return-to-duty from positive test outcome/follow up (periodic)

The AHFD shall conduct a controlled substance test when the Fire Chief or his/her appointed designee has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. An employer's determination that reasonable suspicion exists shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee. During the absence of Fire Administration or during off business hours, the shift leader(s) will become the Fire Chief's

designee whom shall be trained in detecting the signs and symptoms of drug use and alcohol misuse. The shift leaders will be responsible for making the required observation(s) or suspicion of an employee affected by drugs and/or alcohol. An observed suspicion shall immediately be reported to a Fire Administrator (Fire Chief or Assistant Chief). Once a Fire Administrator (Fire Chief or Assistant Fire Chief) is informed, the employee under suspicion shall be administered to have an alcohol and/or controlled substance test.

Reasonable suspicion may include but not limited to:

- Unauthorized leave from work
- Excessive tardiness
- Accidents on the job
- Significant swings in normal behavior, morale, or level of judgement
- Inattention to work or assigned duties and poor judgement
- Over-reaction to real or imagined criticism
- Poor or inappropriate patient care
- Physical signs, but not limited to, examples such as slurred or incoherent speech, excessive perspiring, tremors, needle tracks, lack of dexterity, excessive sniffing of the nose, glassy eyed appearance, and/or dilated or pinpoint pupils.

Order to Administer Test(s): Based upon the criteria set forth above, the Fire Chief or designee may order that a test will be given.

The Fire Chief or designee may order a test in the event of a vehicular crash, other incident, or if there are controlled substances missing which were entrusted to the City. If the Fire Chief or designee orders such a test, he shall prepare, sign, date, and in a timely fashion furnish a copy of the necessary documentation to the employee.

Demand for testing: At the time that an order is given to an employee to be tested, the employee shall be advised that refusal to submit to the test shall be cause for discipline, up to and including discharge. If the results of the test prove negative, the employee shall be compensated for all time occurring outside of his/her scheduled work hours that are directly attributable to the actual testing process for alcohol or controlled substances (e.g. to/from the clinic, waiting to be tested at the clinic and while giving the required samples for testing). Such reimbursement shall be at the appropriate rate of pay.

Testing Procedure: To maintain the integrity of the collection and testing process, the following testing procedure will be observed. All testing shall be done in accordance with the appropriate U.S. Department of Transportation guidelines at a NIDA approved laboratory unless in conflict with a provision of this Policy, which shall be controlling.

The employee, if he/she so wishes, may have a Union representative present as a witness to the collection process, but the Union representative shall not interfere or in any way jeopardize the test collection process. The Union representative will also not be paid for the time spent outside of his/her regularly scheduled work hours as a witness to the collection process.



Upon completion of all testing and after test results are known, the City shall, within 48 hours, take reasonable steps to notify the employee of the results of the testing. A signed, dated, timed and contemporaneous written report from the laboratory must be sent to the City of Auburn Hills within 72 hours or as soon as practical after the test and shall be made available to the employee immediately after its receipt by the City. If the report does not contain the following information, the City will obtain and furnish such information as soon as it is practicable:

- Type of test(s) conducted;
- Results of the tests;
- Level tested for each controlled substance and the test methodology employed;
- Any available information concerning the margin or accuracy and precision of the quantitative data reported for the test(s).

If the results of the test(s) are negative, any remaining samples will be opened and disposed of and container label(s), chain of custody records, and all other reports pertaining to the test(s) will be destroyed.

The specific levels of controlled substances or alcohol found in the employee's samples will be reported to the City of Auburn Hills only if the confirmation test is positive.

Laboratory Tests: All drug screening tests will be by generally accepted method. If the initial test report is positive, the employee will be placed on suspension until the confirmation test results are known to the City.

#### Monthly Random Drug Testing

All employees of the Fire Department shall be subject to random drug testing. A sampling rate of up to 50% of the total amount of personnel shall be conducted and dispersed throughout a calendar year. The Fire Chief's decision to increase or decrease the minimum annual percentage rate for drug /alcohol screen testing is based, respectively, on positive drug and alcohol violation rates for the entire fire service industry or empirical data from this department over a period of no less than 6 months. In order to ensure reliability of the data, the Fire Chief shall consider the quality and completeness of the reported data, may obtain additional information or reports from other fire service entities, and may make appropriate modifications in calculating the fire service verified positive results and violation rates.

The drawing of employees to be tested will be conducted by the Fire Chief and a Union Representative.

The employee will be notified that they have been selected and they shall report for testing within 48 hours. Failure to report within 48 hours of notification could lead to disciplinary action. Every attempt shall be made to have full-time personnel report for testing while on duty. Part-time personnel may report while off duty if necessary.

The testing sample shall go through a 10 panel screen. The sample will be split into two samples. The first sample shall be tested by a certified testing facility.

The second sample will be stored appropriately by the testing facility. The second sample will only be tested to confirm a positive hit on the first sample.

#### EMPLOYEE ASSISTANCE SERVICE

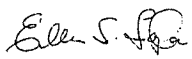
If the above-referenced testing results are positive, or a blood alcohol level greater than 0.04, the employee may be given the opportunity to participate in the Employee Assistance Service (EAS) offered by the City of Auburn Hills. If a positive result is based on a prescription, the employee must be able to present proof from a physician that it is medically prescribed.

Participation in the EAS allows employees to be directed to medical help by participating in a rehabilitation program and, at the same time, be given an opportunity to possibly retain employment with the City. Employees who are required or elect to be treated on an in-patient basis will be granted a leave of absence without pay and without loss of seniority for in-patient treatment. Employee may elect to use sick time for any such days during this leave of absence. If the employee does not participate in and successfully complete a prescribed rehabilitation program within six (6) calendar months of the positive test, he/she shall be subject to discipline, up to and including discharge. If the employee successfully completes the prescribed rehabilitation program, the employee will be returned to his/her former position with retention of all seniority rights.

Any subsequent positive test within twelve (12) months after the conclusion of the rehabilitation program will result in immediate discharge. Subsequent testing during this 12-month period shall be random and limited to no more than four (4) random tests during this period. Random testing will occur during the employee's regularly scheduled work time. Such random testing is in addition to other alcohol/controlled substance testing prescribed by this Policy and shall be in accordance with the testing procedures contained in this Policy.

#### CONFIDENTIALITY

All records pertaining to the initiation and administration of this program, including but not limited to the supervisor's report, employee's explanation, physician's report, departmental testing record, and any Employee Assistance Program reports shall be treated as strictly confidential and shall be maintained only by the Human Resources Department as a part of the employee's medical record. No such records shall be maintained in the employee's regular personnel files. All such records pertaining to a positive test shall be destroyed within two (2) years of the employee's successful completion of a prescribed rehabilitation program. Any individual in unauthorized possession of such a record is subject to discipline. Approved as to form and content:



Ellen S. Taylor

Fire Chief