

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**

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AGREEMENT

This Agreement entered into on the _____ day of _____, 2009, 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, Lieutenant 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 his/her membership in the Union or because of his 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, Lieutenant, 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 - AGENCY SHOP

To the extent that the laws of the State of Michigan permit, it is agreed that:

Any employee who is not a Union member and who does not make application for membership shall, as a condition of employment, pay to the Union an amount equal to the Union's regular initiation fee and a monthly service charge in an amount equal to the monthly dues and assessments uniformly applied to the members as a contribution toward the administration of the Agreement.

The Union shall indemnify and save the Employer harmless against any claims, demands, suits and other forms of liability that may arise by reason of the Employer complying with the provision of this Article.

The City shall deduct, as dues, from the pay of each employee from whom it receives an authorization to do so, the required amount for the payment of Union dues, fees and assessments. Such sums accompanied by a list of employees who had authorized such deduction and from whom no deductions were made and the reasons therefore, shall be forwarded to the Union Treasurer within thirty (30) days after such collections have been 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 his decision according to the rules of the American Arbitration Association. The arbitrator's decision will be in writing and will set forth his findings of facts, reasoning and conclusions of the issue submitted.
3. The power of the arbitrator stems from this Agreement and his 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 his 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 his/her work during working hours without loss of pay, after obtaining approval of his/her 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 his/her grievance. Permission for a Committee member to leave his/her work station will not be unreasonably withheld. The Committee member will report his/her time to his/her supervisor upon returning from a grievance discussion.

One Committee member will be permitted to leave his/her work, after obtaining supervisor approval and recording his/her 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.

Any formal disciplinary action will be directed to the employee(s) involved with a carbon 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 6th 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.

The selection process shall be competitive and candidates will be ranked based on actual scores they received during each step of the promotion process. Each step of 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 year of seniority to a maximum of five (5) points. Upon completion of all phases of the testing process, the candidates will be ranked based on total points awarded plus total seniority points. The Fire Chief will have the right to appoint the position from the top three (3) candidates on the final ranking list.

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 (20%) / Assessment Center (40%) / Oral (35%) / Seniority (1% per year up to 5%)

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

Must have a minimum of five (5) years as a Full Time Career Fire Fighter to be promoted to a Lieutenant in Suppression

Must possess MFFTC Fire Officer II Certificate or equivalent and have obtained such certification at time of application for promotion

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

Fire Marshall -- Written (20%) / Assessment Center (40%) / Oral (35%) / Seniority (1% per year up to 5%)

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

Must possess 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.

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.

The oral board portion of the testing process should include evaluation for an employee's individual service time and past performance.

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.

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 his/her 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 his/her 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 his 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 1-5 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 | 3. Comp Time (where applicable) |
| 2. Vacation | 4. Floating Holidays |

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 his/her 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, one day of which shall be the day of the funeral. Immediate family is defined as the employee's wife, husband, or children.

In the event of the death of a brother, sister, parents, parents-in-law, grandparents, grandparents-in-law, or step children of the current spouse, the above noted funeral leave shall be three (3) days.

In the event of the death of other family members, the City Manager or designee may grant leave of one day which shall be the day of the funeral 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 his/her 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.

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 12:01 a.m. to Friday night at midnight (12:00 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 one hour pay. The Fire Chief will designate which incidents fire prevention staff will automatically respond to and those responses will receive a minimum of one hour of pay.

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 4. Comp Time

Prevention Staff shall be allowed to earn comp time up to 80 hours per year, which shall be paid in accordance with City policy.

Fire Suppression Staff shall not be allowed to earn comp time.

Section 5. Trading of Days

Employees may be permitted to voluntary 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 within 120 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 Years 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 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. Any Fire Fighter working a designated holiday will receive their regular rate of pay for those days worked.

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. 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 his/her supervisors informed of his/her 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 his/her 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 his/her supervisor.

Section 2. Health and Fitness

Physicals - The City will provide each employee an annual comprehensive physical at the City's expense. This physical will be provided by a doctor or clinic established by the City.

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 Michigan Municipal League physical agility test. 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. Employee's physical fitness will be reviewed annually during the employee's annual physical. In the event that an employee is deemed physically unfit to perform their job, that employee will be placed on sick leave for a period of ten days and then placed on short term disability. The employee may elect to receive a physical from their own doctor. In the event that employees own doctor disagrees with the City's doctor, the two doctors will agree to a third doctor to examine the employee. If the third doctor certifies the employee physically fit to work, the employee will be returned to work and made whole for any wages and benefits lost during the time off. Receipt of disability payments in not considered a loss of wages. The cost of the doctor shall be shared equally by the City and the Union. In the event that the third doctor deems the employee 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 D). 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 his or her 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 25 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 25 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 25 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 \$3,000 per person per calendar year for undergraduate studies and \$2,000 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 Allowance and Cleaning

- a) Each employee shall be credited the following allowance annually (Jan 1st) into their uniform account. Employees will be allowed to purchase any uniform items and have them charged against that account, subject to approval by the Chief or designee. Any balance remaining in the employees account at the end of the year (Dec 31st) will be forfeited back to the City.

Firefighter	\$500.00
Inspector	\$500.00
Lieutenant	\$500.00
Fire Marshall	\$500.00

In addition, each employee will be provided with a new EMS coat every three (3) years, a new spring jacket every three (3) years and new duty boots every two years. These items will not be charged against the employee's uniform allowance.

New Employees: All new full time employees shall be issued uniforms without cost to the employee as follows:

4 duty pants	4 short sleeve shirts
4 long sleeve shirts	1 pair of duty boots
1 spring coat	1 EMS Coat
2 breast badges	1 name badge
1 uniform belt	

Note: Breast badges will only be given to employee by the Fire Chief after successfully being removed from probationary status.

The City shall issue to each member the following personal protective clothing and equipment: Turnout coat, turnout pants, rubber or leather boots, firefighting gloves, nomex hood, helmet, SCBA mask, and ICS Tag (to remain attached to the helmet D-ring).

All protective clothing and equipment will be NFPA compliant at the time of purchase by the City. Personal protective clothing and equipment shall not be altered in any way without approval of the Fire Chief or designee. Personal protective clothing or equipment purchased individually for use on duty shall be NFPA compliant and approved by the Fire Chief or designee prior to use.

- b) The City shall provide regular uniform cleaning to all full time employees at the City's expense. The Fire Chief will determine the dry cleaning company and the frequency of pick up/drop off times per week. The uniforms will be picked up and dropped off in house.

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.

Employees may elect to attend regular department training but are not required to do so if it is not a regularly scheduled work day. 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. The City and the Union mutually agree to the continued implementation of the ALS program. Both parties agree to continue to make good faith efforts to achieve 100% licensure among suppression division employees by the expiration of this contract. The Union agrees that those individuals not currently licensed will continue to attend paramedic training and

continue to make every effort to obtain a paramedic license. The City agrees to continue to pay for all costs associated with obtaining a paramedic license regardless of how many attempts are needed. So long as an employee continues to make good faith efforts to obtain licensure, that employee will not be disciplined or discharged as a result of not having a paramedic license.

In the event that an employee has not obtained a paramedic license by the end of this contract agreement, the City and the Union agree to renegotiate this Section to determine that employee's job description and wage scale. These employees will be evaluated on an individual basis.

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. The City shall provide the employee with a Preferred Provider Organization (PPO) or a Health Maintenance Organization (HMO) for all full time active employees and their eligible dependents, that which is similar or comparable to current coverage. Effective February 1, 2009, the HMO will be modified to include a \$250/\$500 deductible and \$1,000/\$2,000 co-insurance.

Effective February 1, 2009, the employer shall provide a prescription drug plan with a three-tier co-pay system of \$7/\$20/\$40 with a mail-in program of two times the applicable co-pay. Specialty drugs as determined by the plan manager shall have a 20% employee co-pay with an annual family maximum on a calendar year basis paid by the employer of \$12,000. 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 his/her 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 his/her 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 \$100.00 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 his/her 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. 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.

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 Health Maintenance Organization (HMO) 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 PPOM program. An employee not meeting standards of eligibility will remain covered by the HMO.

4. In the event the employee becomes eligible for Medicare coverage the employee would be switched to Medicare-supplemental coverage under the HMO plan. If there is a spouse and/or eligible dependent children, their coverage under the HMO 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.

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 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 his/her 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 – 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 27 - TERMINATION AND MODIFICATIONS

This Agreement shall be effective January 1, 2009 and shall remain in effect until December 31, 2012.

The parties agree that if they do not reach agreement by _____, 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.

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

FOR THE UNION:


John McLaughlin President


Michael E. Shink Vice President


Fred Solomon Treasurer

Dated: 2/9/09

FOR THE CITY OF AUBURN HILLS:


James D. McDonald Mayor


Linda F. Shannon City Clerk


Thomas A. Tanghe ACM/Admin.

Dated: 2/10/09

WAGE SCHEDULE (Attachment A)

START	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
January 1, 2009 (3.00%)					
Fire Fighter/EMT 43,695	46,602	49,615	52,628	55,642	59,370
Fire Fighter/P 45,883	49,055	52,227	55,399	58,570	62,494
Fire Inspector 50,158	52,830	55,501	58,173	60,845	64,945
Fire Lieutenant 55,731	58,280	60,831	63,382	65,931	69,087
Fire Marshall 61,305	63,350	65,397	67,443	69,490	73,094
January 1, 2010 (2.75%)					
Fire Fighter/EMT 44,897	47,883	50,980	54,075	57,172	61,002
Fire Fighter/P 47,145	50,404	53,664	56,922	60,181	64,213
Fire Inspector 51,537	54,283	57,027	59,773	62,518	66,731
Fire Lieutenant 57,264	59,883	62,504	65,125	67,744	70,987
Fire Marshall 62,990	65,092	67,195	69,298	71,401	75,104
January 1, 2011 (2.75%)					
Fire Fighter/EMT 46,132	49,200	52,382	55,562	58,744	62,680
Fire Fighter/P 48,441	51,790	55,139	58,488	61,836	65,979
Fire Inspector 52,955	55,775	58,595	61,417	64,238	68,566
Fire Lieutenant 58,839	61,530	64,222	66,916	69,607	72,939
Fire Marshall 64,723	66,882	69,043	71,204	73,364	77,169
January 1, 2012 (2.50%)					
Fire Fighter/EMT 47,285	50,430	53,691	56,951	60,212	64,247
Fire Fighter/P 49,652	53,085	56,518	59,950	63,382	67,628
Fire Inspector 54,278	57,170	60,060	62,952	65,844	70,280
Fire Lieutenant 60,310	63,068	65,828	68,589	71,348	74,763
Fire Marshall 66,341	68,554	70,769	72,984	75,199	79,099

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 1st of each year.