



**CITY OF
GRAND
RAPIDS**

AND



LOCAL 366

AGREEMENT

JULY 1, 2019 THROUGH JUNE 30, 2022

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AGREEMENT

AGREEMENT is entered into as of July 1, 2019, between the CITY OF GRAND RAPIDS, hereinafter referred to as the "MANAGEMENT", and LOCAL 366 of the International Association of Fire Fighters, also known as the Grand Rapids Fire Fighters Association (AFL-CIO), hereinafter referred to as the "UNION". It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic and full agreement between the parties concerning rates of pay, wages, hours of employment and other conditions of employment.

ARTICLE 1. RECOGNITION

SECTION 1. BARGAINING AGENT

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, Management recognizes the Union as the exclusive bargaining representative for those employees in the defined bargaining unit for the purpose of collective bargaining with respect to rate of pay, wages, hours of employment and other conditions of employment.

SECTION 2. BARGAINING UNIT

The bargaining unit consists of all permanent employees except those designated as excluded, holding positions in the classifications shown in Appendix A or which may hereafter be added thereto or changed as hereinafter provided, and excludes all other employees not specifically included in Appendix A as it now exists or is changed in accordance with this Agreement.

ARTICLE 2. NEW EMPLOYEES

In the event that the Janus vs ACFME Supreme Court is overturned or modified, the Union reserves the right to revert to the language present in the 2016-2019 Contract for all articles of Article 2, provided that they are legally permitted.

SECTION 1. UNION SHOP

Management will make available to all employees in the bargaining unit a copy of this Agreement calling their attention to the fact that Local 366 of the International Association of Fire Fighters (AFL-CIO) has been recognized as the exclusive bargaining representative for all employees in the bargaining unit.

SECTION 2. SERVICE CHARGE

An employee who is not or does not become a Union member may choose to have a service charge, an amount equal to the Union initiation fee and monthly dues, deducted from wages due in the same manner as checkoff of Union dues. Such deduction shall begin within 30 days after the signing of this Agreement or not less than 90 days or more than 1 year for probationary employees. This Section 3 shall be subject to amendment during the life of the contract, upon mutual agreement of the parties.

SECTION 3. PAYROLL DEDUCTION

Upon receipt of a written assignment from an employee covered by this Agreement, Management will every pay day, deduct from the employee's pay, the amount owed to the Union by such employee for Union membership dues or service charge. Management will remit all deductions made to the designated Union official within five days of the time the deductions are made.

SECTION 4. DUES NOTIFICATION

Any changes in the present Union membership dues or service charge rate will be certified to the City Manager by an authorized officer of the Union at least two months in advance of the effective date of such change.

SECTION 5. CHECKOFF DISCLAIMER

The Union will indemnify, defend and hold Management harmless against any claims made and against any suit instituted against Management on account of any checkoff of Union dues or service charge.

SECTION 6. REFUND OF ERRORS

The Union agrees to refund to Management any amounts paid to it in error on account of the checkoff provision upon presentation of proper evidence thereof.

SECTION 7. RIGHT TO PAYROLL DEDUCTION

Nothing contained in this paragraph or any other portion of the written Agreement shall be deemed to prevent or prohibit an employee whether or not a member of the Union, from signing and submitting to the City a card individually authorizing dues deductions or service charges from the payroll check of said employee.

SECTION 8. PROBATIONARY PERIOD

All original appointments shall be probationary and subject to a probationary period of one year after appointment. At any time during the probationary period, the City Manager may remove an employee whose performance does not meet the required work standards. Any probationary employee who is so removed shall have no right to appeal such action to the Civil Service Board or the Grievance Procedure of Article 8.

ARTICLE 3. MANAGEMENT SECURITY

SECTION 1. NO STRIKES

The Union and employees agree that during the life of this Agreement they will not cause, encourage, participate in or support any strike against Management or on any slowdown or other interruption of or interference with the normal functions of Management concerning any matter which is subject to the grievance procedure or to the jurisdiction of the board of Arbitration. Violation of this paragraph shall be grounds for disciplinary action up to and including discharge without recourse to the grievance procedure.

ARTICLE 4. MANAGEMENT RIGHTS

SECTION 1. DIRECTING WORK FORCE

Except as otherwise specifically provided herein, the Management of the City of Grand Rapids and the direction of the work force, including but not limited to the right to hire, the right to discipline or discharge for proper cause, the right to decide job qualifications for hiring, the right to lay off for lack of work or funds, the right to abolish positions, the right to make rules and regulations governing conduct and safety, the right to determine schedules of work, the right to subcontract work (when it is not feasible or economical for the City employees to perform such work), together with the right to determine the methods, processes and manner of performing work, are vested exclusively in Management. Management, in exercising these functions, will not discriminate against any employee because of membership in the Union.

SECTION 2. RULES OF CONDUCT

Rules of conduct not inconsistent herewith in effect at the date of this Agreement shall be continued. Management shall have the right to amend, supplement, or add to said rules during the term of this Agreement, provided that Management shall first meet and confer with the Union prior to any such amendments. Such rules shall be reasonable and shall relate to the proper performance of the Fire Fighter's duties and shall not be applied in a discriminatory manner. It is recognized that rules covering off-duty conduct are related to the proper performance of a Fire Fighter's duties.

ARTICLE 5. UNION BARGAINING COMMITTEE

SECTION 1. BARGAINING MEMBERS

The bargaining committee of the Union will include not more than five (5) bargaining unit members and two (2) alternate members employed by the City of Grand Rapids. If anyone (1) of the five (5) named bargaining unit members regularly attending collective bargaining on the Union bargaining committee is absent for a scheduled bargaining session, one (1) of the named alternate members may replace him/her for that session. It may also include non-employee representatives of Local 366 of the International Association of Fire Fighters, not more than two in number. The Union will give to Management in writing the name of its employee representatives on the bargaining committee at least sixty (60) days prior to the expiration of this Agreement.

The City's bargaining team shall not exceed the number of members of the Union's bargaining team, as provided above, at a scheduled bargaining session. The parties may mutually agree to make exceptions to the member limitations, as agreed to above, on a case-by-case basis.

SECTION 2. NO DISCRIMINATION

There will be no discrimination against any employee because of duties as a Union official, Steward, or committee member.

SECTION 3. NO LOST TIME

Employee members of the bargaining committee will be paid by Management for time spent in negotiations with Management, but only for the straight time hours they would otherwise have worked on the regular work schedule. For the purpose of computing overtime, time spent in negotiations shall be considered as hours worked to the extent of the regular work schedule hours which otherwise would have been worked by the committee person.

Reasonable time off without loss of pay may also be granted to members of the bargaining committee to meet and confer with their team regarding negotiations, subject to the operating needs of service and approval by the Fire Chief. For the purpose of this section, negotiations shall be defined as that period of time when the Union or the City gives notice in writing of its intention to enter into negotiations for a new agreement, but in no case earlier than January 1st of the year of expiration of the agreement and shall extend up to the ratification of the proposed agreement by the union membership.

ARTICLE 6. SPECIAL MEETINGS

SECTION 1. METHODS

Management and the Union agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request, but it is understood that these special meetings shall not be used to renegotiate this Agreement. Special meetings shall be held within ten calendar days of the receipt of the written request and shall be held between 8:00 AM and 5:00 PM at a time designated by Management. The Union and Management shall be represented by not more than five persons at special meetings.

SECTION 2. UNION PRE-MEETING

The Union representatives may meet at a place designated by Management, on management's property, for a period not to exceed ½ hour immediately preceding a meeting for which a written request has been made.

SECTION 3. NO LOST TIME

Employee representatives of the Union at special meetings will be paid by Management for time spent in special meetings, but only for the straight time hours they would otherwise have worked on their regular work schedule. For the purpose of computing overtime, time spent in special meetings shall be considered as hours worked to the extent of the regular work schedule hours which they otherwise would have worked.

ARTICLE 7. UNION STEWARDS AND OFFICIALS

SECTION 1. NUMBER OF STEWARDS

Employees within the bargaining unit shall be represented by 2 Stewards for each work shift, 1 City-wide Steward, and 1 Steward for all 40-hour week employees. The Union shall furnish Management with a list of the names of its Stewards, Officers, and Committee Personnel and their assigned areas and shall keep the list current at all times. In the event a vacancy occurs in the Steward's list, the Union shall notify Management within 30 calendar days of the vacancy. Alternate Stewards may be appointed by the Local Union President to serve in the absence of the regular Stewards.

SECTION 2. STEWARD REPRESENTATION

- A. When requested by an aggrieved employee, a Steward may investigate any alleged or actual grievance in his/her area of responsibility and assist in its presentation.
- B. Upon the request of an employee, a Steward shall be present and participate at any private meeting between a higher ranking officer and/or management representative, and the employee. If the meeting involves investigation into misconduct of the employee which may result in disciplinary action to the employee, the Union President, Vice President (or their designee in writing) or the Steward (limit of one union representative) shall be afforded the opportunity to be present, unless the employee waives such right to representation in writing prior to the meeting. If requested the union president or vice president may assist a new steward in this meeting for the stewards first three (3) training purposes. In such cases where a waiver is signed, a copy shall be provided to the Union. These provisions shall not apply in the following circumstances:

1. When preparing and researching for an arbitration.
 2. Meetings being held to discuss imposition of discipline between management personnel of the City.
- C. The Steward or Union President or Vice President (or their designee in writing) shall be allowed reasonable time for the activity described in this Section 2 during working hours without loss of time or pay upon notification and approval of their supervisor. Any disputes regarding this provision shall be referred to the Battalion Chief.

SECTION 3. STEWARDS' RIGHTS

When an employee presents his/her own grievance without intervention of a Union Steward, the Steward shall be given an opportunity to be present and shall be allowed the time therefor, paid at his/her regular rate, upon notification and approval of his/her immediate supervisor. Any disputes regarding this provision shall be referred to the Battalion Chief.

SECTION 4. UNION OFFICER RIGHTS

The President, Vice-President, Secretary, Safety Committee Chairperson, Treasurer, and Pension Board Representative of the Union shall be allowed reasonable time during working hours to fulfill his/her Union responsibilities in the administration and enforcement of this Agreement and to attend safety matters, upon notification and approval of the Fire Chief.

SECTION 5. UNION BUSINESS

Union business, other than that cited above, shall be conducted so as not to interfere with the work assignment of Stewards or any other employees.

SECTION 6. GRIEVANCE COMMITTEE

The Grievance Committee shall have the same privileges as Stewards, in areas to which assigned, when any grievance has been processed to their level (Step 2) in the grievance procedure.

ARTICLE 8. GRIEVANCE PROCEDURE

SECTION 1. GRIEVANCES

- A. A grievance is any dispute, controversy or difference between (a) the parties, (b) Management and an employee or employees, on any issues with respect to, on account of, or concerning the meaning, interpretation or application of this Agreement or any terms or provisions thereof.
- B. A grievance shall refer to the specific provision or provisions of this Agreement alleged to have been violated. Any grievance not conforming to the provision of this paragraph shall be denied. The grievant and/or Union may amend a grievance at any step of the grievance procedure prior to advancement to arbitration by deletion or addition of Articles of the Agreement as supported by evidence presented during the grievance procedure.

SECTION 2. TIME LIMITS AND EXCLUSIVE REMEDIES

- A. Any grievance not initiated, taken to the next step or answered within the time limits specified herein will be considered settled on the basis of last answer by Management, if the Union does not move it to the next step within the time limits, or on the basis of the

Union's last demand, if Management fails to give its answer within the time limit. Such time limits may be extended by mutual written agreement between the parties.

- B. If proceedings involving any matter which is or might be alleged as a grievance are instituted in any administrative action before a government board or agency, or in any court, then such administrative judicial procedure shall be the sole remedy, and grounds for a grievance under this Agreement shall no longer exist. No dispute subject to the grievance procedure may be submitted to the Civil Service Board.

SECTION 3. PROCEDURE AND ARBITRATION AND TIME LIMITS

Grievances will be processed in the following manner and within the stated time limits:

- A. Step 1: The grievance shall be reduced to writing and signed by the aggrieved employee or group of employees and by the Union Steward. The grievance shall be prepared in accordance with the provisions of this Article and be dated. The grievance shall be presented or sent to the Labor Relations Office within 15 calendar days of the occurrence or when the employee had knowledge of the occurrence of the alleged violation, not including the day of occurrence. Acceptable means of presentation shall include in person, by fax, or by email. The Fire Chief, Deputy Chief, or Labor Relations will reply to the grievance in writing within 15 calendar days of date of the presentation of the written grievance, not including the day of presentation. Such reply will be given to the Union President, Vice President, and the grievant either personally, by email, or by mail postmarked or sent no later than the last day specified herein for such reply.
- B. Step 2:
 - 1. If the grievance is not settled at Step 1, the written grievance shall be presented to the Labor Relations Office within 15 calendar days after the Fire Chief's response is received, not including the day of response. The grievance shall be presented along with all pertinent correspondence to date.
 - 2. Within 15 calendar days the parties shall meet to discuss the grievance. Each party shall be limited to 3 participants, unless mutually agreed otherwise.
 - 3. The Labor Relations Office will reply to the grievance in writing within 15 calendar days of the date of the meeting. Such reply will be given to the Union President, Vice President, and the grievant either personally, by fax, by email, or by mail postmarked or sent no later than the last day specified herein for such reply.
 - 4. The Union may initiate the grievance at this step of the grievance procedure. A Union grievance is one in which a right given to the Union as such is alleged to have been violated. Such grievances must be initiated within 15 calendar days of their occurrence or when the Union had knowledge of the occurrence. Acceptable means of initiation shall include in person, by fax, or by email.
- C. Step 3:
 - 1. The Union may submit a Demand for Arbitration within 15 calendar days after receipt of the Labor Relations Office's response at Step 2, not including the day of receipt of response. Thereafter, the parties may select an arbitrator from the panel

of arbitrators listed below by alternately striking names until one remaining name is mutually agreed upon; or either party may strike the remaining name and file a demand for arbitration using the services of AAA.

Mario Chiesa
Deborah M. Brodsky
Robert McCormick
Theodore St. Antoine
Benjamin Wolkinson

2. After a demand for arbitration has been received, the parties shall meet in no less than 45 days prior to the grievance arbitration date and may mutually elect to resolve the grievance.
3. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The power of the arbitrator shall be limited to the interpretation and application of the terms of this Agreement and the arbitrator shall have no power to alter, add to, subtract from or otherwise modify the terms of this Agreement as written. Decisions on grievances within the jurisdiction of the arbitrator shall be final and binding on the employee or employees, the Union, and Management.
4. The fee and expenses of the arbitrator shall be paid by the Union if the grievance is denied and by the employer if the grievance is granted or as the arbitrator directs otherwise. Each party shall fully bear its costs regarding witnesses and any other persons it requires or requests to attend the arbitration. If utilized, the fees for the AAA services shall be paid by the party electing to strike the remaining name of a panel arbitrator, unless mutually agreed otherwise.
5. It is specifically and expressly understood and agreed that submission of a grievance to arbitration constitutes a waiver of any and all rights by the appealing party and all persons it represents to litigate or otherwise contest the appealed subject matter in any court or other forum.

ARTICLE 9. PAYMENT OF BACK PAY CLAIMS

SECTION 1.

Back wages will be paid to any employee upon a finding that said employee is entitled thereto, in such amounts as may be determined through the grievance procedure.

SECTION 2.

No claim for back pay or wages shall exceed the amount of pay or wages the employee would otherwise have earned at his/her regular wage or pay rate, less compensation, if any, earned elsewhere during the period in question, where such compensation is attributable to the discharge, suspension or layoff period in issue, and which would not have been earned otherwise.

ARTICLE 10. DISCHARGE AND DISCIPLINE

SECTION 1. NOTICE

In cases of discharge or discipline, Management shall give prompt notice thereof in writing to the employee and the employee's Steward and the Union President and Vice President.

SECTION 2. UNION REPRESENTATION

The discharged or disciplined employee will be allowed to discuss such discharge or discipline with the Steward, Union President, and Vice President. Management will make available an area where the employee and the Union representatives may confer, if the employee is required to leave the premises. Such discharge or discipline may be contested in accordance with terms of Article 8.

SECTION 3. TIME LIMIT

In imposing any discipline on a current charge, Management will not take into account any prior infractions which occurred more than two years previously, provided the employee was not subjected to disciplinary action (excluding letters of warning) during the two year period. Management will not impose discipline on an employee for falsification of his/her employment application after a period of two years from his/her date of hire. In the event an employee completes two years of service without a disciplinary action, letters of warning, and/or suspension over two years old shall be permanently removed from his/her personnel file upon request to the Human Resources Director.

SECTION 4. ARBITRATION PROCEDURE & TIME LIMIT

- A. The following procedure shall be followed when an employee is given a notice from the City Manager that a hearing will be held in accordance with the City Charter as to whether the employee is to be discharged, demoted or reduced in rank or compensation. Upon conclusion of the hearing and within 15 calendar days after the receipt of written notice confirming such disciplinary action from the City Manager, not including the day of receipt of such notice, the Union may at its discretion submit a Demand for Arbitration at Step 3 - Arbitration.
- B. The following procedure shall be followed when an employee is suspended without pay.
 - 1. If the employee is aggrieved by such suspension, the Union may initiate a Demand for Arbitration within 15 calendar days after the receipt of written notice from the City Manager of such suspension, not including the day of receipt of such notice.

SECTION 5. ELECTION OF REMEDIES

It is specifically and expressly understood and agreed that submission to a grievance arbitration constitutes a waiver of any and all rights by the appealing party and all persons it represents to litigate or otherwise contest the appealed subject matter in any court or other forum. Arbitration decisions shall be final and binding upon both parties.

ARTICLE 11. SENIORITY AND PROBATION PERIODS

SECTION 1. DEFINITION

Effective July 1, 1989, seniority shall mean the status attained by length of continuous service with the Fire Department, excluding any leaves of absence without pay in excess of sixty (60) days (see however Article 13 and Article 14). Employees who entered the Fire service prior to July 1, 1982, shall have their seniority determined by length of continuous service with the City, excluding any leaves of absence without pay in excess of 60 days.

SECTION 2. ACCRUAL OF SENIORITY

- A. Seniority shall begin with the last date of entering the service of the Fire Department. Two or more persons who entered the service on the same day shall, when necessary, have their relative seniority determined by the raw score on the written Civil Service exam for firefighters. If a situation arises where the raw score on the written exam is the same, the relative seniority of those individuals will then be determined by a Human Resources or Labor Relations staff member drawing the involved employees' names from a container. The first individual selected will be deemed to have the greater seniority. If there are more than two (2) individuals involved, the names will continue to be drawn with the seniority being determined in that successive order. It is expressly agreed that utilization of these methods shall not be a grievable matter.
- B. The President, Vice-President, Secretary, and Treasurer of the Union shall be retained in the City service in the event of layoff, regardless of their position on the seniority list, so long as there is work that they have the ability to do.
- C. All original appointments shall be probationary and subject to a probationary period of one year after appointment. All promotional appointments shall be subject to a probationary period of one year. At any time during the probationary period, the City Manager may remove or demote an employee whose performance does not meet the required work standards. Any employee on probation in a promotional appointment shall have the right to return to his/her previous appointment if the Manager decides to remove the employee from the promotional appointment during the period because the employee does not meet the required work standards. At any time during the first three months of the probationary period, the employee may elect to terminate probation and relinquish the appointment. Any employee on probation in a promotional appointment who is voluntarily or involuntarily demoted shall have the right to return to his/her last previous position in which he/she held permanent status.
- D. After July 1, 1982, the employees from other City departments who enter the Fire Department service shall retain their earned seniority only for the purpose of determining the amount of vacation leave and longevity pay. Service time in other City Departments shall not be applicable to any other provisions of this Agreement.

SECTION 3. LOSS OF SENIORITY

Employees shall lose their seniority and their employment shall be terminated for the following reasons:

- A. Discharge if not reversed.
- B. Resignation: An employee absent for three consecutive normally scheduled work days without notification of valid reason to the City, and who has no legitimate reason for not notifying the City of his/her absence may be considered as having resigned.
- C. Unexcused failure to return to work when recalled from layoff, as set forth in the recall procedure.
- D. Unexcused failure to return to work after expiration of a formal leave of absence.
- E. Retirement.
- F. Layoff for a continuous period of five (5) years or the length of the employee's seniority, whichever is greater.

SECTION 4. SENIORITY LISTS

Management shall maintain a roster of employees within the Fire Department, arranged according to seniority, showing name, position class, and seniority date and shall furnish a copy to the Union in March of each year.

SECTION 5. APPLICATION OF SENIORITY

Seniority shall apply to work assignments, transfers, vacations, and layoff and recall as otherwise provided in this Agreement.

ARTICLE 12. PROMOTION, TRANSFERS, AND VOLUNTARY DEMOTIONS

SECTION 1. DATE OF PROMOTION

The undersigned parties agree that in instances of filling vacancies within the Fire Department, no certification from an eligible list will be made until the day following the actual date of termination of the individual whose termination creates the vacancy.

SECTION 2. PROMOTIONAL PROCEDURE

- A. Only those employees who have attained the Civil Service Board's service requirements may express their interest in being qualified for promotions by filing application with the Human Resources Department.
- B. A validated examination shall be administered under the supervision of the Civil Service Board. When an examination is not purchased from an outside company and the City has to create one, the joint partnership team shall meet with a representative of the Human Resources Department to discuss critical competencies that should be evaluated and to be sure that the test is relevant to the job and unbiased to any individual or group of individuals. Participants who successfully complete the procedure with a minimum of 70% shall be eligible to move on to the next step in the promotional process.

- C. Regardless of any rule regulation, or requirement to the contrary, the City Manager shall have the authority to promote any employee who is determined to be qualified.
- D. Except as otherwise specified above, the provision of the Civil Service Board rules and regulations shall apply to the promotional procedure; however, it is expressly understood and agreed that the prior "rule of three" certification restriction required by the City Charter shall be considered void and have no application to promotions occurring after July 1, 1991.

SECTION 3. ANNUAL EXAMINATIONS

- A. There will be annual promotional examinations for the ranks of Fire Lieutenant, Fire Captain, Chief Officer, and Fire Equipment Operator. The Chief Officer exam shall be used to fill Battalion Chief, Assistant Chief, Deputy Chief, and Fire Marshall. Those employees passing these examinations will be added to eligible lists. When seeking to fill positions, the Chief of Department may elect to further screen candidates who have passed the appropriate test with a job specific ranking process, including but not limited to: oral exam, practical demonstration of abilities, etc.
- B. On or about October 31st of each year, the Human Resources Department shall provide an announcement indicating the date of scheduled examinations (week 2 or 3 of January), as well as the expected schedule for the Fire Chief's process for the classifications of Fire Captain, Fire Lieutenant, Chief Officer, and Fire Equipment Operator. Promotional processes for other ranks shall be posted on an as needed basis.
- C. All test dates set by the Human Resources Department shall be final. Exceptions may be granted on a case-by-case basis after the Human Resources Department, the Fire Chief, and the Union meet and confer. Vacation scheduling shall not be considered to be a basis to grant an exception.
- D. All new promoted persons will go through a program to familiarize them with the various positions within the department as outlined on the attached document. Staggering the assignment to mentoring process among multiple promoted persons may be necessary, to complete this process. The mentoring program will take place within the first 2-4 months of promotion. It is the intention that as much of this period as possible be completed prior to entering the new position. Any time spent in training would be at the promoted pay classification.
- E. The mentoring period will be scheduled in consideration of daily suppression staffing, and the availability of those who will be providing the mentoring and the newly promoted schedule.
- F. Newly promoted Equipment Operators will spend no more than 10 work days on a 40-hour work week (up to 2 weeks) in various 40-hour and suppression positions.
- G. Newly promoted Lieutenants, Captains, and Battalion Chiefs will spend no more than 15 work days on a 40-hour work week (up to 3 weeks) in various 40-hour and suppression positions.

	E0	LT	CPT	BC
DISPATCH	1	1	2	2
CAPT BLDG FLEET	2	1	1	1
ASST FLEET MAINT SUPV.	3			
FIRE PREV		4	2	
RSP MGR		1	1	
DC SS	0.25*	1	1	2
DC OPS		1	1	3
FIRE CHIEF		1	1	1
EMS CAPT		1	1	1
TRAINING	1	1	3	3
BATT CHIEF	1	1		
SPO	1	1	2	3
CLERICAL	0.75*	1	1	
TOTAL DAYS	10	15	15	15

Notes: 1 Day with DCSS, DC OPS, FC and clerical staff shared

SECTION 4. ELIGIBLE LISTS

The eligibility list for the classifications of Chief Officer, Fire Captain, Fire Lieutenant, and Fire Equipment Operator shall be effective for a four (4) year period. The lists for Fire Lieutenant and Fire Captain and Chief Officer will be in effect from April 1 through March 31. The Fire Equipment Operator eligible list will be in effect from June 1 through May 31.

SECTION 5. FIRE PROMOTIONAL EXAMINATION PROTEST PROCEDURES

- A. During the exam and within 14 calendar days of the scoring of examination papers for a promotional examination, candidates will be allowed to review their own answer sheets as well as questions they got incorrect (provided on a separate paper from the exam booklet), for clerical errors, relevance, and accuracy. Except while taking the exam, the candidate may never review the question booklet.
- B. Candidates will be allowed to submit appeals to incorrect questions/answers and/or non-relevant questions on forms provided by the Human Resources Department.
- C. If the examination is based on specific reading/reference material, then the appeal must reference the source document where the material under question can be located.
- D. Where there is a conflict between current written departmental policy and designated reference material, current written departmental policy will prevail. Where there is a conflict between unwritten operational procedure and designated reference material, reference material will prevail.
- E. Protested questions will be reviewed in accordance with (D) above by a Subject Matter Expert (SME) Committee consisting of one person selected by the City, one by the Union, and a third by the other two members. The SME Committee shall not include any member who participated in the examination being reviewed.

- F. The SME Committee shall be the final determinate of the validity of all protests and both the City and the Union agree to accept the Committee's recommendations regarding how a protested item will be scored subject to Civil Service Board acceptance.
- G. Results of any written test will be withheld from publication, Civil Service Board approval, and utilization until such time as the SME Committee rules on protested items.
- H. After the SME Committee has ruled, the promotional list will be published and posted for fourteen (14) calendar days. Promotions from such lists can be made.

SECTION 6. FILLING VACANCIES

When Management exercises its discretion and determines to fill a vacancy, the Fire Chief shall make a good faith effort to fill such vacancy within 30 days after the entire promotional examination process is completed.

SECTION 7. DEMOTIONS

- A. An employee who has successfully completed a probationary period in his or her present position classification may initiate a written request for voluntary demotion only to that bargaining unit position in which the employee has held prior permanent status (also see Article 11, Section 2 C).
- B. The Fire Chief may grant or deny any request for voluntary demotion solely at his or her discretion, provided that such discretion is not exercised in an arbitrary, capricious or discriminatory manner, and subject to the following conditions:
 - 1. There is a vacancy available in the subject classification, and;
 - 2. Such demotion will not disrupt the order and efficient operations of the department in any manner or degree as determined by the Fire Chief.
- C. Any demotion made in accordance with this Section of the contract shall be permanent and the employee shall have no further right to be reinstated to his or her former position classification.
- D. The Union may request in writing a meeting to discuss a voluntary demotion. The request will be addressed to Labor Relations within seven calendar days of the notice of the employee's demotion. It is understood that the meeting shall not be used to determine the validity of the employee's voluntary demotion. If the Union requests a meeting, placement will not occur until after the scheduled date of the meeting, absent exigent circumstances.

SECTION 8. SERVICE REQUIREMENTS FOR WRITING PROMOTIONAL EXAMINATIONS AND ELIGIBILITY

- A. Employees who have held a position and successfully passed their probationary period are considered to be eligible for transfer back into that position without writing a promotional exam for the length of time they held the position or up to 5 years after vacating the position, whichever is greater, upon approval of the Fire Chief.

- B. To be considered eligible to write the promotional exam for the rank of Equipment Operator or Lieutenant a member shall have been certified for the position at least one year.
- C. All promoted positions will have a two (2) year held in previous rank eligibility requirement. If no member meets the requirement and the position must be filled due to needs of service, the requirements will be resolved as has been done in the past after a meet and confer between Labor and Management with a mutual resolution (Deputy Chief eligibility shall be considered promotion to Battalion Chief Suppression for any length of time).
- D. Time accrued for passing of probation or promotion eligibility shall be served in the actual position.
- E. All non-suppression positions of Lieutenant shall be eligible for Captain of same division after two (2) years of service and so on. Any member in non-suppression who has reached the top of their division may be eligible for Deputy Chief of Support Services and Assistant Chief. Deputy Chief of Support Services and Assistant Chief shall not have the ability to take command of any incident unless they have held the rank of Battalion Chief Suppression (this does not preclude them from being utilized by the Incident Commander as Support Staff).
- F. Employees who are involuntarily demoted due to layoff or position elimination shall be transferred back, if they so desire, upon restoration of the position regardless of time elapsed.

ARTICLE 13. LAYOFF AND RECALL

SECTION 1. DEFINITION

Layoff shall mean the separation of employees from the active work force due to lack of work or funds or causes beyond the control of Management or to abolition of positions because of changes in organization.

SECTION 2. ORDER OF LAYOFF-SENIORITY

- A. Except as provided in paragraph A.1. below, no permanent or probationary employee shall be laid off from his/her position in the department while any seasonal, temporary or provisional employees are serving in the same position class in the department. Position class shall be defined as any classification title listed in Appendix A.
 - 1. Permanent and probationary employees may volunteer to be laid off. Such volunteers shall be laid off in accordance with the needs of the service and in order of seniority.
 - 2. Employees who volunteer for layoff may, subject to the needs of the service, decline recall if there are less senior employees available to maintain a satisfactory level of performance in the department.
 - 3. Employees who volunteer for layoff shall have RANK seniority in their position classes in accordance with Section 7.C. of this Article. Such employees may, upon

giving Management ten calendar days written notice, elect to return to work at any time and bump a less senior employee in their position classes.

- B. Permanent and probationary employees shall have RANK seniority in their position classes and, if exercised in the event a layoff becomes necessary, shall replace the employee with the least RANK seniority in the position classes.
- C. Layoffs shall be in order of least department seniority to most department seniority order.
- D. Rank seniority shall date from the date of original appointment in position classes.

SECTION 3. DEMOTION AS A RESULT OF RESTRUCTURE DUE TO LAYOFF

Except as provided elsewhere, an employee subject to demotion shall be demoted by RANK seniority to a lower position in the department. Demotion shall be through those classes in which the employee previously held permanent status, provided that an employee serving a probationary period shall not displace a permanent employee in a class in which the employee has not previously held permanent status.

SECTION 4. EXCEPTIONS TO SENIORITY

The City Manager may approve deviations from seniority in layoffs or demotions as a result of restructure due to layoff when seniority alone would result in retaining employees unable to maintain a satisfactory level of performance in the department. In such cases, the affected employee shall be given written notice of the determination and the reason therefor.

SECTION 5. NOTICE OF LAYOFF

Employees to be laid off indefinitely shall be given at least seven calendar day prior notice. Notice shall consist of personal delivery or certified mail to the last address of record.

SECTION 6. PREFERRED ELIGIBLE LISTS

- A. Employees demoted shall have their names placed on preferred eligible lists in order of RANK seniority for each class from which displaced within the department. Employees laid off shall have their names placed on preferred eligible lists in order of seniority for each class from which displaced.
- B. Names shall remain on the lists for five (5) years or the length of their seniority, whichever is greater, unless removed as provided below. Employees shall be recalled from layoff or shall be restored to positions from which demoted in the department, before any other persons are selected for employment or promotion in those classes.
- C. When in accordance with Section 1 of Article 44 it becomes necessary to fill positions of long term acting assignment (LTAA), persons on a preferred eligible list shall be offered the position of LTAA prior to persons on any current or previous promotional list(s).

SECTION 7. RECALL FROM LAYOFF

- A. Employees to be recalled from layoff shall be given a minimum of seven calendar days to respond after notice has been sent by certified mail to their last known address.

- B. Employees who decline recall or who, in absence of extenuating circumstances, fail to respond as directed within the time allowed, shall be presumed to have resigned and their names shall be removed from seniority and preferred eligible lists.
- C. Permanent and probationary employees shall have RANK seniority in their position classes.

SECTION 8. POSITION RESTORATION

Employees who have held a position and successfully passed their probationary period are considered to be eligible for transfer back into that position without writing a promotional exam for the length of time they held the position or up to 5 years after vacating the position, whichever is greater, upon approval of the Fire Chief.

SECTION 9. BENEFIT PAYMENT LEVEL

The benefit payment level of the city layoff benefit plan will be as provided in state statute.

SECTION 10. BREAKING TIES IN RANK SENIORITY FOR PURPOSES OF LAYOFF

The parties agree to the following terms and conditions in order to provide for a means of breaking ties in relative rank seniority under the provisions of, Section 2 and/or Section 6:

- A. In the event permanent or probationary employees are tied in RANK seniority for purposes of layoff and/or recall due to the fact of being promoted or laterally transferred to a classification other than Fire Fighter on the same date, the first tie breaker in relative RANK seniority shall be the entering service date (date of original hire without a break in continuous service). If seniority still remains tied, then relative seniority shall be determined by the relative score on the Civil Service examination for Fire Fighter).

ARTICLE 14. WORK ASSIGNMENT

SECTION 1. DEPARTMENT SENIORITY & TRANSFER

Where the needs of the service permit, Department Seniority shall be recognized as the basis of work assignment and transfers to fill vacancies. When staffing fluctuations dictate that a firefighter travel out during a shift, preference will be given to the person regularly assigned to stay at the station.

SECTION 2. ANNUAL DUTY DRAW

- A. Duty assignments shall be made following completion of the three-year duty draw. The draw shall be conducted on the first Monday each November of the draw year unless agreed otherwise by the parties. All personnel should be available to make their selection or leave a list. This provision shall remain in force and effect for the life of this Agreement unless modified by agreement of the parties.

The draw will be based on Department Seniority and conducted by rank IE BC draw by seniority followed by Captains by seniority etc. No overtime will be allowed for the selection process. Transfers will be made shortly after January 1. A complete transfer list will be available as soon as details can be worked out.

- B. Probationary employees will select their duty assignment for the following year. During their first three (3) years of employment they may be reassigned at the discretion of the Fire Chief in order to balance shifts or companies.
- C. The following procedures will be followed in the draw process:
 - 1. Officer shift changes have been incorporated in the blank roster. Officers should draw on the proper shift.
 - 2. All L-day assignments are furnished to the company, once drawn the L-Day remains with the individual as long as they remain on the same shift regardless of assignment this does not apply to new promotions. each l-day is assigned by shift and company at the time of the draw. When you pick your machine and shift you will pick an L-Day assigned to the machine. No deviations to this list will be allowed.
 - 3. Passing your turn in seniority will be allowed. If you pass your turn Management will place you at the end of the draw.
 - 4. Special operations team members will have priority in the draw at the following stations: Franklin Station for Hazat Team Members, LaGrave Station for Technical Rescue Team Members and Bridge Station for Water Rescue Team Members. One nonspecial operations team member may draw at each station on each shift. There may be more than one nonspecial member at each station on each shift only if there are not enough special team members to fill roster positions at the station. Lower seniority personnel on special operations teams will be required to draw special operations station roster positions if those positions are not drawn by team members with greater seniority.
 - 5. The department shall provide training every three-year period for any member, per Article 52 Section 6, to attain qualifications to join the above-mentioned teams.
 - 6. Team members will be expected to attend continuing education for all disciplines associated with their team.
 - 7. The blank roster shows the number of positions to be drawn equal to the number of Fire Suppression personnel.

SECTION 3. QUARTERLY DRAW

- A. As vacancies occur during the year, a Chief in Administration (not Fire Chief - Training) will track those vacancies and within the first two weeks following the third month of each quarter will put forth in writing a list of all fire suppression vacancies that are available for draw including any opening made due to promotions, retirements or transfers. Quarterly draw openings shall include at least one officer, one equipment operator and two firefighter positions for each company position not already filled. Positions filled by placed new promotees, or members with less than three years will be available to be drawn by seniority per Art. 11. Members with less than three that draw a position are not subject to displacement by another member drawing their position.

- B. Personnel interested in transfer to one of the vacant positions will be required to submit a request in writing on the Department's Transfer Request Form. This form is to be completed by the individual requesting the transfer and must contain his or her signature and each position requested in order of preference. The form shall also include preferred L day # if the member is requesting to change shifts.
- C. The form is to be submitted to a Chief in Administration's office no later than noon on the last day of the third month of the quarter. Individuals requesting a transfer under this policy are personally responsible for seeing to it that the form arrives at the Chief in Administration's office in a timely manner.
- D. On April 1, July 1, and October 1, of each year and January 1 of years two and three the Deputy Chief will review all requests for transfer and will make the appropriate transfers based on Department Seniority unless there is already a non-team member at a specialty station/shift, in those cases team membership and then seniority will be taken into account.
- E. The deputy chief will make transfers of members with less than three years to balance the results of the quarterly transfers. Every attempt will be made to balance the transfers between the members with less than three years. Transfers that cannot be completed by members with less than three years will be denied.
- F. Personnel requesting transfer are cautioned that accepting such transfer voids their guaranteed vacation in their new assignment should a conflict occur for the current year. They will be assigned the L-day for that position by the deputy chief based on their preference by seniority and the need to balance L days on a shift.
- G. Once submitted, requests will not be allowed to be rescinded and any transfers that result from the process will be mandatory.
- H. Only permanent vacancies will be filled in this manner. Vacancies resulting from long term acting assignments, disabilities, etc., will not be considered available for draw unless a "needs of the service" is determined to exist by the Fire Chief to fill one of these vacancies.
- J. As personnel are promoted during the year, they will be assigned at the discretion of the Fire Chief from the time that they are promoted until their probation is completed.
- K. Personnel who continually utilize this policy to transfer and who end up substantially reducing the actual number of hours worked over the course of any one year may be prohibited from utilizing this policy for a period of one year if their use of this policy is deemed abusive by the Fire Chief.
- L. Probationary personnel will be exempt from the use of this policy until they have completed their probationary periods.

SECTION 4. POLICY

- A. This policy is established effective immediately and "without prejudice". Should the policy not serve its intended purpose, it may be modified if necessary. It is the intent of this policy to provide a clear and consistent procedure for filling permanent fire suppression

vacancies as they occur during the year in the Grand Rapids Fire Department and "where the needs of the service permit". This provision shall remain in force and effect for the life of this Agreement unless modified by agreement of the parties.

- B. Where the needs of service necessitate a deviation from department seniority in assignments following an annual or quarterly duty draw, the affected employee may discuss the matter with the Fire Chief. If the matter is not resolved to the satisfaction of the employee, the employee may request a hearing before the City Manager.
- C. Involuntary transfers may be made by the Fire Chief. If the employee objects to such transfer and the matter is not resolved to the satisfaction of the employee, the employee may request a hearing before the City Manager. Daily transfer for purpose of balancing manpower shall be exempt from this provision.
- D. Team membership then Seniority shall be considered when making daily transfers for purpose of balancing manpower. Team members will not be made to travel to a team station if they were not otherwise displaced. Any deviation from such seniority shall be made known to the effected employee. Needs of the service consideration in making such transfers shall not include personal convenience or preference of a Command officer. Any dispute regarding this paragraph shall be referred to the Labor Relations Office for final resolution.
- E. When an apparatus goes out of service due to variances in staffing levels or other reasons, the personnel assigned to that apparatus will be transferred to the replacement apparatus as if they were permanently assigned to the replacement apparatus.

SECTION 5. CLEANING, DUTY HOURS, REMODELING, AND WEATHER CONDITIONS

- A. It is agreed that members of the bargaining unit shall not be required to perform cleaning and janitorial duties in the executive offices at Fire Administration. For purposes of this section, executive offices is understood to mean the Fire Chief's Office, Deputy Fire Chief's Office, Fire Inspection Office, Battalion Chief's Office, Fire Investigator's Office, Training Office, civilian employees' work spaces, and all lounges and restrooms in the executive office areas. It is further agreed that members of the unit will continue to perform maintenance and repair work in the various Engine Houses, including window washing as needed. In instances of proposed remodeling or repair work, such jobs shall first be noticed to the City Manager and shall not be commenced until authorized by the City Manager or his/her designee.
- B. Machines shall be cleaned before 10:00 AM by the oncoming shift, except when such equipment is used in inclement weather and in the judgment of the Company Officer requires cleaning at other times.
- C. Each employee shall be responsible for cleaning his/her personal gear. The City shall be responsible for providing the means to accomplish this.
- D. Chief Officers and Company Officers shall exercise reasonable judgment in scheduling non-emergency outside duty, giving due consideration to weather conditions.

- E. (1) Monday through Friday Duty Hours. The hours between 2100 and 0730 on Mondays through Fridays shall be termed Limited Duty time. Only those non-emergency duties customarily performed in the past shall be required. During the duty hours of 0730 through 2100 there will be three sets of duty hours identified as 0730 – 1130; 1300 – 1630 and 1800-2100, and a lunch period from 1130 to 13:00 will be provided. Companies will be required to work two of the three sets of duty hours each day one of which will be the 0730-1130 and Management will endeavor to balance the additional set of duty hours between 1800-2100 between companies. Management will endeavor to provide at least seven (7) days advance notice of assignments but reserves the right to make changes based upon the needs of the service.
- (2) Saturday Duty Hours. The hours between 1630 and 0730 on Saturdays shall be termed Limited Duty time. Only those non-emergency duties customarily performed in the past shall be required. During the duty hours of 0730 through 1630 there will be two sets of duty hours identified as 0730 – 1130 and 1300 – 1630, and a lunch period from 1130 to 1300 will be provided. Companies will be required to work one set of duty hours each day. Management will endeavor to provide at least seven (7) days advance notice of assignments but reserves the right to make changes based upon the needs of the service.
- (3) Sunday and Holiday Duty Hours. Sundays and general paid Holidays set forth in this agreement shall be termed Limited Duty time. Only those non-emergency duties customarily performed in the past shall be required.
- F. In addition to emergencies, the following activities shall also be exempt from the limited duty hours provisions of this Agreement and shall be considered appropriate duties to be performed during such limited duty times.
1. Shift Change: The period immediately following the daily shift change at 0700 hours shall be exempt from the limited duty provisions expressed for 0700 hours to 0745 hours in that typical duties such as radio check, vehicle check, and equipment checks including SCBA checks, shall be completed immediately following the shift change.
 2. Any necessary vehicle transfers or apparatus exchanges will also take place as directed during this period notwithstanding the limited duty time involved.
 3. In cases where vehicle transfers or apparatus exchanges have interfered with the available limited duty time on a given date, provisions shall be made by a company officer to provide an adequate break period during a reasonable time in the early part of the morning.
 4. Training Exercises: Special training exercises or other restricted duty may be requested on a voluntary basis.
 5. Management has the right to schedule up to three (3) required training exercises per calendar year during the limited duty hours. With mutual agreement further required training may be scheduled on a case-by-case basis.

SECTION 6 - FIRE APPARATUS STAFFING

- A. Any front-line fire apparatus will be staffed with at least three employees.
- B. In special circumstances such as storm callbacks to protect the public from down wires, special events, etc. management reserves the right to staff fire apparatus with less than three employees.
- C. Management reserves the right to staff support apparatus (example U2), with one person.

ARTICLE 15. OVERTIME

SECTION 1. PURPOSE

The following provisions shall govern compensation for overtime to employees within the bargaining unit.

SECTION 2. EMPLOYEES COVERED

All employees of the Fire Department shall be eligible for overtime pay.

SECTION 3. QUALIFYING FOR OVERTIME

- A. Overtime shall consist of authorized work in excess of regular number of hours in any scheduled work shift or any work week. Overtime of less than 20 minutes in any work day shall not be included in determining the total number of hours worked. Thereafter, overtime shall be computed to the nearest ½ hour.
- B. All overtime shall be authorized by a responsible supervisor.
- C. It is agreed that members of the bargaining unit shall be allowed time as authorized by their supervisor to clean and stow their personal effects following their return from a fire which they have been relieved on site. Upon returning from a medical alarm where services were provided, employees will have up to 30 minutes upon returning to their station for cleaning and decontamination. It is agreed that this determination will be left to the discretion of the supervisor.
- D. Emergency callbacks will be conducted using the standard department callback procedures with preference given to those who are able to respond to the designated work location the quickest.

SECTION 4. METHOD OF COMPENSATING OVERTIME WORK

- A. Overtime shall be paid at 1½ times the regular hourly rate, or eligible long-term acting assignment rate, based on a normal work week.
- B. If an employee is called to work at a time other than his/her scheduled work shift for suppression duties (staffing, emergencies, etc.) they shall be offered a minimum of four hours of work at the overtime rate. If their services are not required for the entire four hours they will be offered the opportunity to be released from duty and paid for the actual hours worked at the overtime rate or they may elect to stay the entire four hours at the overtime rate. Administrative (40 hour), overtime will be paid for the actual hours worked at the overtime rate.

- C. For the purpose of computing overtime, an employee absent on authorized sick leave with pay, jury leave with pay, holiday, or on vacation, shall be considered to have worked his/her work shifts during such absence. Employees absent on unpaid leave shall not be considered to have worked during such absence.

SECTION 5. COMPENSATORY TIME OFF

- A. At the request of any employee eligible for overtime pay, the Fire Chief may provide that, in lieu of cash payment for overtime, he/she may be allowed time off equal to time and one-half of the number of hours of overtime worked. Accumulation of such time will be in compliance with Law. Any such time off shall be taken at a time mutually agreed upon by the employee and the Fire Chief during the fiscal year in which the overtime was worked. Further deferment of such time off shall be allowed only if approved by the City Manager. Employees may request payment of all or a portion of their earned compensatory time at any time during the fiscal year. Such request shall be made at least one payroll period in advance. Payment will be based on the rate of pay in effect at the time of the request and shall be made within the next payroll period immediately following the request. In the event that such time off is not taken by the employee within the limiting time, he/she shall be given cash payment for the overtime hours worked at the overtime rate as of June of the fiscal year for which paid.
- B. An employee classified as Deputy Fire Chief, Fire Captain-Fleet/Facility Maintenance, Assistant Fleet Maintenance Supervisor, Fire Marshal, Fire Captain-Prevention, Fire Lieutenant-Prevention, Fire Lieutenant-Hazardous Material Planner, Fire Captain-Strategic Planning, Fire Lieutenant-Strategic Planning, Fire Chief-Training, Fire Captain-Training, Fire Lieutenant-Training, Fire Captain-EMS shall be eligible for overtime compensation as provided in Section "4.A." above, or time off with pay as provided in Section "5.A." above, at his/her option.

SECTION 6. EQUALIZATION OF OVERTIME HOURS

- A. Overtime work shall be distributed as equally as practical among employees of a given department or division. The present practices of administering overtime under this paragraph shall be continued for the life of the Agreement.
- B. For employees that work the 24-hour shift, overtime will be distributed as equally as possible on each shift, regardless of rank. For the purpose of this section, equalization shall refer to the number of opportunities each individual has to work overtime, not necessarily the amount of time worked. Any problems arising out of implementation of this provision shall be settled by agreement of the parties.
- C. Non-suppression overtime opportunities will be equalized among divisions.
- D. Individuals who have committed to an overtime opportunity shall forego the ability to accept another overtime opportunity for that overlapping time period and shall not be afforded a different opportunity in lieu of the same overtime.

SECTION 7.

- A. The inspector who assumes the investigator on-call duties will be paid 2 hours of OT per week to be available after hours and for calls on the weekend.
- B. The 2 hours of overtime will be at the investigator rate of pay.
- C. When responding he/she will be on the investigator rate of pay for the overtime.
- D. When called out to a scene, the investigator will be paid a minimum of four (4) hours or the duration of the investigation.
- E. The on-call investigator will remain available to respond as needed-Geographically and physically.
- F. The on-call investigator will keep equipment, material and communication readily available.
- G. The on-call investigator will have the arson vehicle for their use in responding quickly and with the needed tools.

ARTICLE 16. NEW AND CHANGED JOBS

SECTION 1.

- A. Existing classifications and job descriptions may be amended during the life of the Agreement in a manner consistent with Civil Service Board rules for the maintenance of the classification plan.
- B. The parties will negotiate as to whether a new and/or changed job should be in or out of the bargaining unit. Disputes as to whether a new or changed job should be in or out of the bargaining unit shall be resolved by the Michigan Employment Relations Commission in accordance with their applicable administrative procedure.
- C. The parties will negotiate as to the salary range for all new and/or changed jobs determined to be included in the bargaining unit.

ARTICLE 17. WAGES

SECTION 1. WAGE SCHEDULE

Wages for employees covered by this Agreement shall be in accordance with the schedule set forth in Appendix B. The regular hourly rate of pay for a suppression employee is determined by dividing the annual rate of pay by the number of hours in their annual work schedule and the regular hourly rate of pay for a non-suppression employee is determined by dividing the annual rate of pay by 2080.

SECTION 2. COLLEGE CREDIT

Every employee within the bargaining unit who has completed 30 hours of college credits in courses approved by Management shall be paid \$500 per year in addition to his/her regular annual salary. Every employee within the bargaining unit who has completed 60 hours of college credits in courses approved by Management shall be paid \$750 per year in addition to his/her

regular annual salary. Recruits may apply for college credit pay upon assignment after graduation from the Fire Training Academy.

SECTION 3. SHOP PAY

Effective January 1, 2002, shop pay shall be paid at \$5 per day.

ARTICLE 18. PAY CHANGES

SECTION 1. PURPOSE

The following provisions shall govern the assignment of pay steps to employees within the bargaining unit.

SECTION 2. DEFINITIONS FOR PURPOSES OF THIS ARTICLE

- A. Promotion shall mean a change in employment to a position class which has a higher maximum salary.
- B. Demotion shall mean a change in employment to a position class which has a lower maximum salary.
- C. Transfer shall mean a change in employment to another position in any class which has the same maximum salary and similar duties and qualifications.
- D. Reclassification shall mean the changing of a position from one class to another based on the duties involved.
- E. Salary Step Increase shall mean an increase in compensation to the next higher step in the same pay range.

SECTION 3. ANNIVERSARY DATES FOR PAY CHANGE PURPOSES

- A. Establishment
 - 1. Original Employment and Re-employment: The date one year after completion of the probation period and the corresponding date each year thereafter.
 - 2. Promotion: The date one year after completion of the probation period and the corresponding date each year thereafter.
 - 3. Transfer: The anniversary date remains unchanged.
 - 4. Demotion: The date six months after the effective date thereof and the corresponding date each year thereafter.
 - 5. Reclassification: The date six months after the effective date thereof and the corresponding date in each year thereafter.
- B. Postponement of Anniversary Date: Layoff, formal leave of absence or other separations from the payroll in excess of 60 days shall postpone the anniversary date for the total period of separation, but time previously served toward the next anniversary date shall be credited when the employee returns to the payroll.

SECTION 4. COMPENSATION DETERMINATIONS

- A. Original Employment and Re-employment: Employees shall be employed at the lowest step for their position class, unless the City Manager determines that the needs of the service require that compensation be fixed at a higher salary step. Recall from layoff is not considered to be a re-employment or original employment.
- B. End of Probation: The employee's salary shall automatically increase to the next higher step at the end of his/her probationary period, provided that if an employee is already compensated at a rate equal to or greater than the second salary step in his/her range, the increase is not automatic.
- C. Anniversary Date
 - 1. Prior to the occurrence of each anniversary date, every employee who has not already obtained his/her highest salary step shall be considered for a salary step increase on such date. Such consideration shall be made by the employee's supervisor.
 - 2. Each consideration found to be in good order by the Human Resources Director shall be referred to the City Manager for final determination.
 - 3. Pay increases on anniversary dates shall not be based merely on the passage of time, but rather shall be given if the employee's work has been satisfactory relative to the requirements of his/her position.
 - 4. In the event a pay increase is not given on an anniversary date, such increase may be given prior to the next anniversary date if the employee's work performance increases to a satisfactory level relative to the requirements of his/her position. The Fire Chief may establish a review period during the period between anniversary dates. If the employee's performance is determined to be unsatisfactory by the Fire Chief during such review period, the employee shall be terminated. This provision shall not apply in instances of absence caused by illness or injury.
- E. Promotion and Upward Reclassification: Employees who are promoted or whose positions are reclassified to a class in a higher pay range shall initially be paid at the first salary step in such range which is higher than the salary received immediately before such promotion or reclassification.
- E. Transfers: An employee who is transferred shall initially be paid at the same salary step he/she was on immediately before such transfer.
- F. Demotion and Downward Reclassification: An employee who is demoted or whose position is reclassified to a class in a lower pay range shall initially be paid at the same salary step in the range for the lower position which had been received in the higher position, unless the City Manager shall determine that it be in the best interest of Management to assign a higher authorized salary step, or unless he/she previously held a higher step in the lower class, in which case the employee shall be paid at the higher salary step.

SECTION 5. EFFECTIVE DATE

Effective date of Changes in Compensation: All merit pay increases shall be effective on the employee's anniversary date.

ARTICLE 19. LONGEVITY PAY

Longevity pay was eliminated following the June 2015 payment resulting in a 1.33% wage increase in exchange for the elimination of longevity. (See article 52, section 14 for agreement regarding longevity for union members who retire between July 1, 2015 and January 3, 2016).

SECTION 1. PURPOSE

The following provisions shall govern the assignment of longevity pay steps to employees of the City.

SECTION 2. DEFINITIONS

A. Longevity Pay shall mean a salary additive payment based on length of continuous service paid periodically to employees, adjusted at specified intervals in accordance with the following schedule:

<u>Service Years</u>	<u>Amount</u>	<u>Longevity Pay Scale</u>
5 through 9	\$ 300 per year	L1
10 through 14	\$ 600 per year	L2
15 through 19	\$ 900 per year	L3
20 through 24	\$1,200 per year	L4
25 and over	\$1,500 per year	L5

B. Longevity Qualification Date shall mean the date on which an employee completes 5, 10, 15, 20, or 25 years of continuous service.

C. Longevity Earning Date shall mean the date an employee begins to earn longevity pay and shall be the first day of the month immediately following the employee's qualification date.

D. Continuous service shall mean service uninterrupted by resignation or discharge.

SECTION 3. PAYMENT

Longevity pay shall be payable on or about the first payday in June and December of each year. At such time the employee shall be paid 1/12 of the employee's annual longevity pay for each month in the prior 6 months in which he/she worked ½ or more of the employee's scheduled work days.

SECTION 4. EFFECT OF LAYOFF AND LEAVE OF ABSENCE

A. An unpaid leave of absence or a layoff of 60 days or less shall not postpone the longevity qualification date of an employee.

B. An unpaid leave of absence (except military) or layoff in excess of 60 days shall postpone the longevity qualification date for the total period of separation, but time previously served toward the next longevity qualification date shall be credited when the employee returns to the payroll.

SECTION 5. EFFECT OF TERMINATION ON LONGEVITY PAY

- A. An employee who for any reason terminated employment with the City prior to June 1 or December 1 shall receive longevity pay on a prorated time basis for the calendar months served.
- B. An employee absent from service due to leave of absence or unpaid sick leave shall receive longevity pay on a prorated time basis for calendar months served.

ARTICLE 20. VACATIONS

SECTION 1. DEFINITIONS

- A. SERVICE shall mean any period of time for which an employee receives wages. Paid vacation and sick leave shall be considered work time for purposes of vacation accumulation.
- B. VACATION DAY shall mean a period of time equal to one regularly scheduled normal work day.
- C. WORK WEEK shall mean a period of time equal to 40 hours or the normal number of hours worked by an employee during a regular work schedule.
- D. CONTINUOUS SERVICE shall mean service, as defined by "A" above, uninterrupted by resignation or discharge.

SECTION 2. EIGHT HOUR EMPLOYEES

Vacation allowance for employees who work a 40 hour week and do not work a 24 hour work day.

- A. On the first day of each calendar year following completion of employee's 2nd-16th year of continuous service, credit will be added by the following scale; scale equalizes 40 hour and 24 hour scale so that 24 hour employees max at 15 years of earned service credit and 40 hour employees max at 16 years of continuous service (max of 12 days on 24 hours; 25 days on 40 hour schedule).

<u>Years of Continuous Service</u>	<u>Vacation Days Credited on Day Following January 1</u>
1 year	10 days (80 hours)
2 years	11 days (88 hour
3 years	12 days (96 hours)
4 years	13 days (104 hours)
5 years	14 days (112 hours)
6 years	15 days (120 hours)
7 years	16 days (128 hours)
8 years	17 days (136 hours)
9 years	18 days (144 hours)
10 years	19 days (152 hours)
11 years	20 days (160 hours)
12 years	21 days (168 hours)

13 years	22 days (176 hours)
14 years	23 days (184 hours)
15 years	24 days (192 hours)
16+ years	25 days (200 hours)

- B. An employee shall become eligible for 1/12 of his/her vacation allowance under subparagraphs "A" and "B" above for each calendar month in which he/she works 12 or more days.
- C. An employee shall be allowed to maintain a maximum of 40 days of vacation from one fiscal year to another. Any earned vacation in excess of 40 days shall be considered void with the exception of a balance of 68 days between the period of January 1 and November 30.

SECTION 3. 24 HOUR EMPLOYEES

Vacation allowance for employees who work a 24-hour work day.

- A. An employee with less than 10 years of continuous service shall be entitled to 6 work days of vacation for any calendar year in which the employee is not entitled to vacation credit for 1 or more calendar months as hereinafter provided. The number of work days of vacation shall be determined by prorating the maximum annual vacation allowance on a monthly basis.
- B. On the first day of the calendar year following completion of 10 years of continuous service, an employee shall accrue 3 additional work days of vacation. Each year thereafter, the employee shall be entitled to a maximum of 9 work days of vacation per year (i.e. 9/12 of a work day for each month of service).
- C. On the first day of the calendar year following completion of 15 years of continuous service, an employee shall accrue 3 additional work days of vacation. Each year thereafter, the employee shall be entitled to a maximum of 12 work days of vacation per year (i.e. 1 work day for each month of service).
- D. Employees who work ½ or more 24-hour work days in any calendar month shall earn vacation credit for that month.
- E. Fire suppression employees shall be allowed to maintain a maximum of 20 days of vacation from one fiscal year to another. Any earned vacation in excess of 20 days shall be considered void with the exception of a balance of 32 days between the period of January 1 and November 30.
- F. Employees may take AM vacation that is equal to the amount they earned in the previous year (i.e. earn 9 vacation days, can take 9 AM vacations). Full day vacation will not be counted toward the total of AM vacations. Employees may take unlimited PM vacation provided it is within the limits of their vacation bank.

SECTION 4. VACATION SELL-BACK PROGRAM

In November of each year, an eligible employee may sell back a maximum of 60% of his/her available vacation accrual at $\frac{2}{3}$ of its value.

This sell-back amount will be paid on the first paycheck in December.

SECTION 5. DRAW & OTHER PROCEDURES

A. Vacations shall be scheduled with due regard for seniority, employee preference and needs of the service, in accordance with the following procedure:

1. The vacation draw procedure for 54-hour personnel will be conducted in four rounds of draws. On the first round of the draw, a person may:
 - a. Draw any available FULL period during prime time. Any remaining credits may be drawn on the second and third rounds in half period units.
 - b. Draw a half period during prime time, and a half out, or two half periods outside prime time. Any remaining credits may be drawn in half period units on the second round of the draw.
 - c. Draw full vacation credits in any series of CONNECTING half periods outside of prime time. Any remaining credits may be used in the fourth (junk) round.
 - d. Draw full vacation credits in TWO separate units outside of prime time. These can be in combinations of three and six, three and nine, or six and six, depending on the number of days credited. Any remaining credits may be used in the fourth (junk) round.
2. The manner and sequence of the second and third draws will depend upon how the individual chooses to make the first draw.
3. As soon as the vacation draw has been completed on each shift, we will go down the list for a fourth time to allow each individual to draw all remaining credits at this time. Anyone not wishing to draw these credits at this time will be limited to the days available at the time they make their selection.
4. Ten days after the vacation draw has been completed, changes will be allowed to periods that are not closed by the draw. Splitting of days into 12-hour vacation periods will be allowed but only after this time. These changes will be granted on a first come, first serve basis without regard for seniority.
5. The vacation draw will be conducted by shifts with department seniority given preference on each shift. A maximum of 3.75% of total suppression employees will be scheduled on vacation in any one day on each shift. Number of suppression personnel allowed on vacation shall be figured by multiplying the number of suppression employees by 3.75% rounded to the nearest whole number and calculated one week preceding the vacation draw for that calendar year.

6. After the next day's manpower figures have been assembled, Battalion Chiefs shall approve vacation requests for the oncoming shift, provided that the provisions of item "5" above are strictly adhered to.
- B. Definitions (for the purpose of this draw)
1. Prime Period: Any days that are encompassed in period 10, 11, 12, 13, and 14.
 2. Full Period: Those periods that are listed numerically from 1 to 24 on the 54-hour week vacation schedule. A full period shall consist of 2 connecting half periods.
 3. Half Period: The first $\frac{1}{2}$ or the last $\frac{1}{2}$ of any full period. A $\frac{1}{2}$ period shall consist of 3 consecutive work days as blocked together in the 54 hour week vacation schedule.
 4. Unit: Any period of vacation that runs in consecutive work days. Half periods may not be split to form a unit. A unit can consist of 3, 6, 9, or 12 days of vacation.
- C. The draw dates for these vacation periods will be during the month of January. Any individual not on duty on a draw day must leave a list of his/her preferences with his/her company officer.
- D. For employees who do not work a 24-hour work day, a general paid holiday which occurs during a vacation period may be added thereto or to accrued vacation days.
- E. Combining of vacation and compensatory time off shall be allowed on approval of the Fire Chief.
- F. For employees who do not work a 24-hour work day, cash payment in lieu of unused vacation shall be made only upon termination of employment. Upon termination, the employee shall be paid in full for all unused vacation up to a maximum of 25 work days (i.e. 5 work weeks). However, if termination is caused by the death, resignation, or retirement of the employee, the maximum payment will be 68 days. In addition, an employee will be paid in full for those hours accrued but not yet credited to his/her vacation leave bank upon termination of employment.
- G. For employees who work a 24-hour work day, cash payment in lieu of unused vacation shall be made only upon termination of employment. Upon termination, the employee shall be paid in full for all unused vacation up to a maximum of 12 work days. However, if termination is caused by the death, resignation, or retirement of the employee, the maximum payment will be 32 days. In addition, an employee will be paid in full for those hours accrued but not yet credited to his/her vacation leave bank upon termination of employment.

ARTICLE 21. HOLIDAYS

SECTION 1.

The City agrees to provide 2 (two) additional personal days for IAFF Fire Administrative employees per year. The following shall be general paid holidays for City employees:

January 1	Labor Day
Martin Luther King Day	Veteran's Day
Presidents' Day	Thanksgiving Day
Good Friday	December 24
Memorial Day	December 25
July 4	Personal Holiday (8 hour employees)

Permanent eight-hour employees have the option of the Friday following Thanksgiving or their personal holiday. Employees temporarily assigned to eight-hour schedule shall take the Friday after Thanksgiving as their personal holiday.

The days on which the above holidays are celebrated shall be the same as those observed by the United States Government, provided that holiday premium pay shall be paid for the actual calendar date of the holiday on July 4, December 24, December 25, and January 1.

SECTION 2.

- A. Employees who do not regularly work 24 consecutive hour shifts shall receive 8 hours holiday pay for all of the above holidays they are not scheduled to work, provided they work their scheduled work days immediately preceding and following the holiday. If such an employee is scheduled to work on a holiday, the employee shall receive 8 hours holiday pay plus time and one-half for the hours actually worked on the holiday.
- B. Personal holidays for eight-hour employees may be taken on any day mutually agreed upon between the employee and the immediate supervisor. In the event an employee retires, terminates employment, or dies while employed, the unused personal holiday shall be paid on the last paycheck due the employee. Employees may elect to convert an unused personal holiday to vacation credit, subject to the allowed maximum vacation accumulation level.

SECTION 3.

Employees who regularly work 24 consecutive hour shifts shall receive the following:

- A. Employees on duty and working on a holiday shall receive 10 hours holiday pay in addition to their regular pay for the week in which any such holiday occurs.
- B. Employees who are off duty and who do not actually work on a holiday shall receive 8 hours holiday pay in addition to their regular pay for the week in which any such holiday occurs.

SECTION 4.

An employee on formal unpaid leave of absence, layoff (removed from payroll), or receiving statutory wage loss payments under the Michigan Workers' Compensation Act shall not receive holiday pay for any holiday which occurs during such period.

SECTION 5.

On general paid holidays, only those employees shall be on duty whose services are necessary.

SECTION 6.

Unworked holiday hours shall not be included as hours worked for the purpose of computing overtime.

SECTION 7.

Employees absent unexcused on a general paid holiday on which they are scheduled to work shall receive no holiday pay for that day.

ARTICLE 22. SICK LEAVE

SECTION 1. DEFINITIONS

- A. Immediate family shall be the following: spouse, children, step-children, parents, current step-parents, grandparents, brothers, sisters, father-in-law or mother-in-law of the employee.
- B. Service shall mean any period of time for which an employee receives wages. Paid vacation and sick leave shall be considered work time for purposes of sick leave accumulation.
- C. Supplemental Employment shall mean a paid off-duty job.

SECTION 2. SICK LEAVE ACCUMULATION

- A. An employee shall accumulate 1 day of sick leave for each calendar month of service in which the employee works ½ or more of all regularly scheduled days.
- B. Employees in the Fire Department whose regularly scheduled work day consists of 24 consecutive work hours, shall accumulate ½ sick leave day for each calendar month of service in which the employee works ½ or more of all regularly scheduled days. For the purpose of this subsection, 1 sick leave day shall consist of 24 hours.
- C. Unused sick leave days shall accumulate from year to year to an unlimited amount.

SECTION 3. RECORDING USE OF SICK LEAVE

Sick leave usage shall be recorded to the nearest ½ hour. Employees who are scheduled to work on a holiday and either call in sick or report to work and go home sick during the shift shall have all hours not worked charged to their sick leave bank.

The practice of allowing employees who do not work a 24-hour work day to take up to two (2) regularly scheduled hours off for a doctor or dentist appointment without charge to sick leave shall cease September 12, 2011 (the effective date of the Act 312 award).

SECTION 4. PERMITTED USES

- A. Regular Use

An employee shall be entitled to use his/her accumulated sick leave for any absence necessitated by his/her personal illness or by off-duty injury, not incurred in supplemental

employment, or an absence necessitated by illness of their minor child and/or spouse upon application approved by the Fire Chief.

B. Emergency Use

1. An employee shall be entitled to take up to two days paid leave, without charge to sick leave, upon the death of any member of his/her immediate family. Employees in the Fire Department whose regularly scheduled work day consists of 24 consecutive work hours shall be entitled to one such day of paid leave.

For the purpose of this provision only, immediate family shall include son-in-law, daughter-in-law, and grandchildren.

2. An employee shall be entitled to use up to three days of his/her accumulated paid sick leave for any absence necessitated by serious injury, acute critical illness requiring emergency medical treatment or professional attention, or death of any member of his/her immediate family, upon application approved by the Fire Chief. Extension of time shall be permitted in exceptional circumstances upon application approved by the City Manager.

3. One day may be used as reasonably necessary under instant circumstances on the occasion of childbirth.

C. Vacation Use

An employee shall be entitled to use his/her accumulated paid sick leave in lieu of vacation for illness or injury received while on vacation, upon application approved by the Fire Chief and subject to substantiation as hereinafter provided.

D. Compensatory Time Use

An employee shall be entitled to use his/her accumulated compensatory time in lieu of paid sick leave upon application approved by the Fire Chief.

SECTION 5. EXCLUDED USES

Paid sick leave shall not be authorized for personal injury incurred in supplemental employment.

SECTION 6. SUBSTANTIATION

A. A 54-hour employee shall be entitled up to three (3) occurrences per calendar year of unsubstantiated sick leave; a 40-hour employee shall be entitled to six (6) occurrences per calendar year of unsubstantiated sick leave.

B. An employee shall substantiate any sick leave usage beyond the above stated limits of unsubstantiated uses by one of the following means:

1. Personal knowledge or observation of supervisor not to exceed ten (10) calendar days.
2. Prescription including date of issue on or about date of sick leave usage which relates to the illness or injury.

3. Note from physician containing date and person was unable to work. Exception is if the person cannot get into the physician's office and is issued a statement to that effect.
4. Letter from physician stating an ongoing condition which shall be substantiation for occurrences of relevant sick leave usage for up to one (1) year from date of issue.

C. Fraudulent use of sick leave may be investigated by the Labor Relations office and falsification of any sick leave affidavit or fraudulent use of sick leave may be grounds for disciplinary action up to and including discharge.

SECTION 7. PHYSICAL EXAMINATION

An employee on authorized absence for more than ten consecutive days, (six work days for employees covered by Section 2B) due to illness or for any period due to injury shall return to duty only after examination and release for work by the City Physician. If an employee is absent for less than the period specified above, the Fire Chief may require a physical examination before the employee is released for work. Under any circumstances where an employee is unable to attend work and requests sick leave, the employee must state illness or off-duty injury at the time of notification.

SECTION 8. UNPAID SICK LEAVE

The City Manager shall, upon the advice and recommendation of the City Physician, grant unpaid sick leave upon application of any employee whose paid sick leave is exhausted.

SECTION 9. PAY FOR UNUSED SICK LEAVE

- A. For employees who do not work 24 hour work day, unused, accumulated sick leave shall be paid to employees who resign or retire with 10 years or more of continuous service, to a maximum of 90 days at the rate of \$1 per day times the years of continuous service for employees retiring, and at the rate of 50¢ per day times the years of continuous service for persons resigning.
- B. For employees who work a 24 hour work day, unused, accumulated sick leave shall be paid to employees who resign or retire with 10 years or more of continuous service, to a maximum of 45 days at the rate of \$10 per day times the years of continuous service for employees retiring, and at the rate of \$10 per day times the years of continuous service for persons resigning.
- C. Effective July 1, 1991, in the event of the death of an employee, accumulated sick leave shall be paid to the employee's beneficiary(s) in the same manner as if the employee had retired.
- D. The parties agreed to jointly establish a program which provides incentive for saving sick leave time by allowing full time employees who retire or resign to receive pension service credit for all of their unused sick leave time up to a maximum of 2,080 hours for 40 hour a week employees and 2,080 hours for 24 hour employees. However, employees would not be able to use sick leave to acquire eligibility status for obtaining said pension.

SECTION 10. PARENTAL LEAVE

This Paid Parental Leave is for eligible employees, due to the birth of an employee's child or the placement within an employee's home of an adopted child. The benefit will run concurrently with eligible leave under the Family and Medical Leave Act (FMLA). The purpose of the Paid Parental Leave policy is to give parents additional flexibility and time to bond with their new child, adjust to their new family situation, and balance their work obligations.

A. Paid Parental Leave is available to permanent employees who are FMLA eligible. An employee is FMLA eligible if he/she has been employed with the City for at least twelve (12) months and has worked a minimum of 1,250 hours during the 12-month period prior to the leave.

B. Eligible parents will receive up to 80 continuous hours of leave with pay for administrative employees and up to 96 continuous hours of leave for suppression employees. Paid Parental Leave is in addition to any other leave for which an employee is eligible. The fact that a multiple birth or adoption occurs (for example, the birth or adoption of twins), does not increase the length of Paid Parental Leave. If both parents are eligible employees, each will be able to utilize the benefit. Paid Parental Leave must be utilized within six (6) months following the birth or adoption of a child.

C. Vacation and sick leave benefits will continue to accrue during the period of Paid Parental Leave. The eligible employee's share of the health care premium will be deducted from the eligible employee's pay in accordance with normal practices.

D. An eligible employee must submit a completed Leave Request Form, requesting FMLA leave, to Labor Relations at least thirty (30) days prior to the anticipated date of leave. To the extent the 30-day notice is not possible; the employee must submit a Leave Request Form to Labor Relations as soon as possible.

E. An eligible employee will be required to furnish medical documentation for the birth of a child. The medical documentation must be completed and signed by the individual's health care provider. An eligible employee will be required to furnish appropriate adoption documentation, such as a letter from an adoption agency, or from the attorney in cases of private adoptions.

ARTICLE 23. UNION LEAVE FOR CONFERENCES OR CONVENTIONS

SECTION 1. AMOUNT OF TIME

A total of 500 hours with pay per year may be used to attend any and all International Association of Fire Fighters (AFL-CIO), Michigan State Fire Fighters Union, and Local 366 sponsored and organized functions, provided leave is requested in advance by the President, Vice President, or designee in writing, and the needs of the service will not be adversely affected by such absence. Employees designated to attend such meetings shall be allowed reasonable travel time to and from the convention site with pay upon application and notification by the Union President, and approval by the Fire Chief. Such days shall be accumulative for the life of this Agreement.

This Section shall be read to include the following list of Local 366 sponsored functions:

- A. Local 366 State MDA Fundraiser - 24 hours per individual;
- B. Local 366 Retirement Party - 14 hours per individual;

- C. Local 366 Board of Directors Meeting - 12 hours per individual.

SECTION 2. REQUEST FOR ADDITIONAL TIME

In the event that insufficient time is available, the Union President may request additional time from the Labor Relations Office. Such additional time may be granted upon approval of the City Manager.

ARTICLE 24. JURY LEAVE

Employees shall be given leave of absence with pay for working time lost when called to serve on jury duty. Such employees shall be paid at their regular rate for all working time lost up to the number of hours in their regular scheduled work week. In consideration of receiving their regular pay, employees shall assign to the City all other remuneration except mileage monies received for jury duty during the same period.

ARTICLE 25. INSURANCE & HOSPITALIZATION

SECTION 1. COVERAGE

- A. Management shall, at its expense, provide a group hospital, medical, surgical insurance policy and dental insurance policy to all employees within the bargaining unit, which shall provide coverage for the employee and the employee's spouse and dependents as defined in said policy, provided that the coverage of said policy shall not be less than the coverage of the present policy provided by Management to employees.
- B. The City will pay the medical and hospitalization insurance premiums, less any applicable premium sharing amount, for an employee who is disabled pursuant to the provisions of the Pension Ordinance until such time as the employee is eligible for Medicare/Medicaid. The City will also pay the premiums for the disabled employee's spouse and qualified dependents. If the retiree and spouse at the time of retirement should have further children after retirement, such children by birth or legal adoption shall be considered qualified dependents for the first two (2) of such births and/or adoptions only. No further qualified dependents may be added due to birth or legal adoption after the retiree reaches age fifty (50).

For non-RHSA covered employees, this benefit shall apply to both duty and non-duty disability retirements.

For RHSA covered employees, this benefit shall apply only to duty related disability retirements. In addition, for RHSA covered employees, premiums shall be first paid to the City from funds in the employee's RHSA account if the employee wishes to continue medical and hospitalization coverage under the City's plan at the time the duty disability retirement becomes effective. In such case when RHSA funds are exhausted, the City shall resume paying the premiums, less any applicable premium sharing amounts, until such time as the employee is eligible for Medicare/Medicaid.

- C. It is agreed that Management will provide health care coverage for the retirees, their spouse and dependents for those years of age of the retiree between eligible retirement age and Medicare/Medicaid eligible age inclusive. In the event the retiree dies after retirement between the ages of eligible retirement age and Medicare/Medicaid eligible age inclusive, the spouse and dependents, if any, will continue to be provided health care

coverage by Management until such time as the retiree would have Medicare/Medicaid eligible age. Spouse is understood to be that person to whom the retiree is married at time of retirement.

1. For those employees covered by the RHSA, the City will not be required to pay any amount toward the premiums after retirement or other form of separation from employment, except as otherwise provided in Sections 1(B) and 1(D) of this Article.

2. For those employees not covered by the RHSA, in addition to Sections 1(B) and 1(D) above in this Article:

a) The City will pay the full premium (less any applicable premium sharing amount) for the retiree, the spouse, and dependents, if any, in any of the following circumstances provided the employee has at least ten (10) years of credited service:

- 1) Where the employee has reached the maximum applicable cap (the product of the multiplier times years of credited service) as provided in Article 45, Section 2(H) (3);
- 2) Where the employee has reached age 55.

b) In all other circumstances, the City will pay the earned percentage of the employer premium in accordance with the following (less any applicable premium sharing amount):

10 years of service – 40%	18 years of service - 72%
11 years of service – 44%	19 years of service - 76%
12 years of service – 48%	20 years of service - 80%
13 years of service – 52%	21 years of service - 84%
14 years of service – 56%	22 years of service – 88%
15 years of service – 60%	23 years of service - 92%
16 years of service – 64%	24 years of service - 94%
17 years of service – 68%	25 years of service – 100%

c. In the event the retiree does not have sufficient years of credited service to receive an employer contribution equal to one hundred percent (100%) of the employer’s percentage portion of the retiree health insurance cost, the retiree, or the eligible spouse/dependents or a deceased retiree, shall be required to pay the remainder of the employer’s percentage portion of the retiree health insurance premium cost, in addition to any applicable premium sharing amount.

For any member retiring with less than 25 years of credited service, the City’s contribution rate of 4% per year will be pro-rated for the member’s last partial year of credited service at a rate of one-twelfth (1/12) of 4% for each completed month of credited service in the last partial year of service.

d. For employees who leave employment after completing ten (10) or more years’ service but before being eligible for an immediate pension benefit,

and who are not covered by the RHSA, such an employee and/or spouse and dependents shall not receive any retiree health care benefit until the employee begins to receive a pension benefit. Upon receipt of pension benefits, the retiree health care benefit premium paid by the City shall be in accordance with the years of credited service and earned employer percentage under the applicable formula set forth in item 2(b) above less any applicable premium sharing amount.

- D. In the event a person covered by this Agreement dies prior to retirement, Management will pay the hospitalization insurance premium, less any applicable premium sharing amount, for that person's spouse and dependents until such time as the covered person would have reached age 65. If, however, the spouse remarries or the spouse is covered by another health insurance policy, this provision shall not apply.

For Non-RHSA covered employees, this benefit shall apply to both duty and non-duty related deaths prior to retirement.

For RHSA covered employees, this benefit shall apply only to duty-related deaths prior to retirement. In addition, for RHSA covered employees, premiums shall be first paid to the City from funds in the employee's RHSA account if the surviving spouse and/or eligible dependents wish to continue medical and hospitalization coverage under the City's plan at the time of death. In such case when RHSA funds are exhausted, the City shall resume paying the premiums, less any applicable premium sharing amount, until such time as the covered person would have reached age 65.

- E. Effective June 22, 2009, the following changes to or additions to benefits and co-payments became effective:

- 1 The office visit co-pay shall be \$20 which shall be applied to doctor's office visits, chiropractic services (consultations and subsequent adjustments and treatments), and behavioral health (mental health) office visits.
- 2 Employee dependent coverage under this Article shall comply with the age provisions of the Affordable Care Act (ACA) or whatever coverage is negotiated between the parties.
- 3 When using prescription drug benefits for which there is an alternative over-the-counter substitute for proton pump inhibitors (PPI drugs), H2 blockers (h2 receptor antagonists), non-sedating antihistamines, and/or non-steroidal anti-inflammatory drugs (NSAID), an over-the-counter alternative drug must first be prescribed and utilized. If determined by the doctor to be ineffective or to have a contraindication after first trying the over-the-counter alternative drug, a prescription may then be written and filled to provide the generic or name brand prescription drug for treatment of that diagnosed medical condition.
- 4 There shall be an annual \$600 cap on proton pump inhibitor (PPI) drugs. The over-the-counter (OTC) program as agreed to by the parties shall remain in effect, and no employee co-payments shall be required for the OTC proton pump inhibitor drugs dispensed under that program. However, if the annual \$600 cap on PPI

drugs dispensed in a manner other than under the OTC program is reached, the applicable co-pay shall thereafter be doubled (i.e. the \$20 co-pay for brand name drugs shall be increased to \$40 and the \$10 co-pay for generic drugs shall be increased to \$20) during the remaining annual period. The City shall continue to pay its portion of the cost for the PPI drug prescription less the increased co-payment by the employee.

Effective January 1, 2015 the following changes will be made to the health care plan:

Annual Deductible	\$150
Co-insurance	80% / 20% (all services except preventative)
Maximum out of pocket	\$850 (all services except preventative)
Emergency room co-pay	\$100

Multi-Tiered prescription drug plan as follows:

Tier One	\$10 mandatory generic with a retail 90 day supply
Tier Two	\$20 brand
Specialty Drugs	As outlined in supplemental agreement.
Mail Order Maintenance	\$50 Brand only with a 90 day supply

Modify the plan to include Usual, Customary, and Reasonable (UCR) charges. Usual, Customary, and reasonable shall be determined by FAIR Health Inc., or the successor industry standard. Usual, customary, and reasonable provisions will apply to non-hospital services. The City agrees to work with the Union on addressing the issue of usual, customary and reasonable with members who receive services out of state and are unable to find any in-network providers in their area. In-network is already deemed to be UCR.

- F. Employees share in the cost of their health care coverage by paying a ten percent (10%) health care premium contribution each two-week pay period. The employee health care premium contribution payment is based on ten percent (10%) of the City's actuarially estimated annual health care cost as applied without regard to the category of coverage (i.e. single employee, employee and one dependent, and employee and two or more dependents). Effective January 8, 2012, the health care premium contribution payment increased to 20%. Effective January 1, 2019, the health care employee premium sharing rates will include tiered rates of single/double/family.

Beginning with the rate change that became effective in January 2012, the rate established by the actuary shall be adjusted to account for any over or under funding from prior years. The over or under funding amounts experienced for the prior fiscal year ending June 30th shall be recognized over the subsequent three years (i.e. three year smoothing of actual to estimate true-up).

The City's actuarially estimated annual health care cost is based upon the blended rate for all active employees and pre-65 retirees. In the fall of each year, the City receives an actuarial report that contains two separate calculations: the first is a calculation of the estimated cost to provide health care coverage to its active employees, pre-65 retirees, and their eligible dependents for the upcoming calendar year, and the second is a

calculation of the estimated cost to provide health care coverage to the retirees 65 and older and their eligible dependents for the upcoming calendar year. These estimated cost figures are utilized for health care contribution purposes effective on the first pay day on or after January 1st of the upcoming calendar year. Employees pay 1/26th of their percentage portion of the annual health care cost each two week pay period.

G. High Deductible Health Insurance Plan

This benefit is outlined in the memorandum of understanding between the parties.

H. Wellness Plan

This benefit is outlined in the memorandum of understanding between the parties.

Effective January 1, 2020 the following changes will be made to the health care plan:

- A. Add a 20% in/out of network differential. The City's normal in-network co-insurance amount is 80/20. If a member chooses to use an out-of-network service, the co-insurance would be 60/40 until the employee reaches the \$850 maximum out-of-pocket amount. Copays for doctor visits, urgent care, and emergency room remain unchanged.
- B. Rx copay structure
 - i. Generic- copay of \$10
 - ii. Brand preferred- copay of \$20
 - iii. Brand non-preferred- copay of \$40
 - iv. Specialty preferred- copay of 5% up to a maximum of \$100
 - v. Specialty Non-preferred - Copay of 5% up to a maximum of \$200
- C. The maximum price covered is the generic cost if available and the member would pay the difference if the member chooses a brand name drug when a generic is available. DAW1 exceptions would be granted when a physician certifies that the brand name drug is medically necessary, and the member cannot take a generic drug.
- D. Employer will cover e-visit cost at 100% (zero co-pay)
- E. Establish an insurance committee that will meet and discuss health care benefit changes. The committee will be comprised of one representative from each union and three city designates.
- F. Vision, free exams, \$10 co-pay for standard lenses, \$150 allowance for contacts, and \$150 frame allowance.
- G. Dental, increase limit to \$1,200, preventative cleanings/exams/x-rays at 100%, dental implants, wisdom teeth extractions covered under medical.

SECTION 2. DEATH BENEFIT

- A. Management shall, at its expense, provide a death benefit payment in the amount of \$40,000 to each employee within the bargaining unit which benefit shall be payable to the

beneficiary or beneficiaries of any such employee whose death does not result from an injury arising out of and in the course of his/her employment with the City. Said benefit shall be payable to the beneficiary or beneficiaries of the employee's choice as designated on the "Designation of Beneficiary" forms which shall be provided by Management and shall be kept on file in the City's Human Resources Office. Employees shall have the right to change the beneficiary or beneficiaries at any time during their employment with the City by executing a "Change of Beneficiary" form as provided by Management. In case an employee dies and is not survived by a designated beneficiary or fails to execute a "Designation of Beneficiary" form, said death benefits shall be payable to the administrator or executor of the estate of the deceased employee. All rights to such death benefits shall terminate upon termination of employment by reason of discharge, retirement, resignation or layoff. Termination of employment shall be deemed to occur when an employee ceases to be employed by Management, except that any employee who is granted a leave of absence because of disability or an approved Maternity leave, will nevertheless be considered still employed. Termination of employment shall not be deemed to include an employee who is under suspension for disciplinary reasons or an employee who shall have been unlawfully dismissed.

- B. In the event an employee dies and the employee's death occurs as a result of personal injury arising out of and in the course of his/her employment with the City and the amount of benefits which would be payable under the Worker's Compensation Act would amount to less than the death benefit payment, Management shall make a lump sum cash payment equal to the difference between the amount of the death benefit payment and the total Worker's Compensation benefits to the employee's beneficiary or beneficiaries designated on the "Designation of Beneficiary" form provided by Management, or in the absence of execution of said form, to the administrator or executor of the employee's estate.
1. For the purpose of determining the lump sum cash payment payable under the provisions of this Section, Management shall compute the "total Workers' Compensation benefits" as of the date of the employee's injury under the circumstances and considering the number of dependents at that time. The "total Worker's Compensation benefits" shall be computed to include:
 - a. The total weekly benefits provided by the Worker's Compensation Act multiplied by the number of weeks payable (presently 500 weeks);
 - b. Medical expenses payable;
 - c. Burial expenses payable; and
 - d. Any disability payments which have been paid or have become due for injury which is the proximate cause of death.
 2. For the purpose of computing the "Total Worker's Compensation benefits," the spouse and minor children of the deceased employee or any person or persons partially dependent upon the deceased employee within the meaning of the Worker's Compensation Act shall be considered wholly dependent upon the deceased employee.

- C. No benefits shall be payable under this Section unless written application for such benefits is filed with Management by the beneficiary or beneficiaries of the deceased employee designated on the "Designation of Beneficiary" form or by the administrator or executor of the estate of the said deceased employee within one year after the employee's death or within one year after the beneficiary, beneficiaries, administrator or executor of the estate shall have knowledge or reasonably should have knowledge of their right to make such a claim, whichever occurs later.
- D. In the event that the beneficiary, beneficiaries or the estate of the deceased employee shall be paid benefits under subsection "A." hereof and compensation of benefits are subsequently paid or awarded for the same death to any person or persons as a result of any proceeding instituted under the Worker's Compensation Act against the City, the beneficiary, beneficiaries or estate of the deceased employee, as the case may be, shall be liable and shall repay to Management the amount equal to the compensation or benefits which are paid or awarded up to the sum of \$40,000.
- E. In the event that an employee dies and it is determined that the employee's death was due to suicide, no benefits shall be payable to any party or parties under this Section, unless the employee has completed two years of service.
- F. No determination, presumption, or finding made by Management in the application of any of the provisions of Section 2 shall be binding upon Management in any proceeding of the Worker's Compensation Act nor shall the same be an admission of liability under said Act.

No action at law or in equity shall be brought by any person or persons to recover under any provisions of this Section prior to the expiration of 90 days after application for benefits and proof of death has been filed with Management pursuant to subsections "B" and "C".

SECTION 3. HEALTH INSURANCE OPT OUT

- A. City of Grand Rapids employees who are eligible for health insurance provided by another health insurance carrier who can provide proof of such coverage may elect to opt out of the City's insurance coverage. Employees who opt out are not required to pay any premium sharing.
- B. This election shall take place annually. Emergency opt-in shall be provided if the employee loses his/her eligibility for the alternate coverage. Upon submitting appropriate proof of loss of coverage, the employee shall be able to resume the City's insurance coverage.
- C. Every City of Grand Rapids employee must be covered by health insurance.

SECTION 4. RETIREE HEALTH SAVINGS ACCOUNT (RHSA)

Employees hired on or after May 12, 2009, shall be provided with a Retiree Health Savings Account (RHSA) in lieu of the current retiree health care benefits with a stepped-in employee and employer contribution as follows:

- A. After six months of service, new hires shall make contributions at the annual rate of \$375 (\$14.42 gross per bi-weekly payroll) for six months during which time the City shall make

contributions at the annual rate of \$750, payable in bi-weekly pay period increments (i.e. \$28.85 gross per payroll).

- B. For the next year of service, the employee shall make contributions at the annual rate of \$750 (\$28.85 gross per bi-weekly payroll), during which time the City shall make contributions at the annual rate of \$1,500, payable in bi-weekly pay period increments (i.e. \$57.69 gross per payroll).
- C. For all years thereafter the employee shall make minimum contributions at the annual rate of \$1,000 (\$38.46 gross per bi-weekly payroll), not to exceed the IRS maximum during which time the City shall make contributions at the annual rate of \$1,750, payable in bi-weekly pay period increments (i.e. \$67.30 gross per payroll).
- D. If employees hired on or after May 12, 2009 separate from City employment prior to achieving ten (10) years of service in the City's defined benefit pension system, they will only be entitled to receive the employee contributions and investment earnings on those employee contributions from their defined contribution retiree health care saving.

SECTION 5. RETIREE HEALTH CARE – PREMIUM SHARING AND PLAN DESIGN CHANGES

The health care premium sharing for retirees will be the same as that for active members. The health care plan design changes will be the same as that for active members (the provisions of this section became effective with the Act 312 award dated September 12, 2011).

SECTION 6. DIRECT PAY TO HEALTH INSURANCE FROM PENSION

Allow an account for retirees and/or their spouses and dependents to pay premiums for accidental or health insurance or long term care insurance directly from their individual monthly benefit in the Police and Fire Pension Plan to their insurance provider (see IRS Publication 575, page 5, Insurance Premiums for Retired Public Safety Officers for further details).

ARTICLE 26. MILITARY SERVICE VETERANS

The re-employment of military service veterans shall be in accordance with the applicable statutes in effect at the time of the re-employment.

ARTICLE 27. WORKERS' COMPENSATION

SECTION 1.

Management shall, for a period not to exceed 26 weeks (52 weeks in burn cases), supplement (without charge to sick leave or vacation) the benefit payable to City employees under the provisions of the Michigan Workers' Compensation Act for personal injuries on the job by the difference between the statutory Workers' Compensation benefit and their normal weekly earnings, excluding overtime. When an employee receives workers' compensation benefits, his/her take home pay will be limited to no more than 100% of the employee's pay before deductions.

SECTION 2.

In the event an employee receives sick leave compensation and subsequently such employee is awarded Worker's Compensation for the same period of time, the employee shall reimburse Management for such amounts received as sick leave compensation and Management shall credit the employee's sick leave account with the number of days so used as sick leave.

ARTICLE 28. BULLETIN BOARDS

SECTION 1.

Management shall provide bulletin boards for the exclusive use and as the property of the Union, 4' x 5' in size or as close thereto as can be reasonably accommodated, in each of the following locations:

- | | | | |
|--------------|-----------------|-----------------------|-------------|
| Each station | Training office | Administrative office | coffee room |
|--------------|-----------------|-----------------------|-------------|

Such bulletin boards shall constitute the exclusive locations for any and all Union postings on Fire Department premises. Materials posted shall be reasonably related to Union business.

SECTION 2.

The Union shall be solely responsible for all materials posted on its bulletin boards. The Union shall defend and indemnify the City in all actions and for any judgments or settlements resulting from litigation arising out of the contents of Union bulletin boards.

ARTICLE 29. NO DISCRIMINATION

The employer and the IAFF recognize and agree to abide by their legal obligations not to discriminate based on race, creed, color, religion, national origin, ancestry, age, gender, marital status, disability, height, weight, sexual orientation, or gender identity. The parties also hereto agree that they shall not discriminate against any person because of number of dependents, membership in the union, and/or participation in legal Union activities.

ARTICLE 30. MAINTENANCE OF STANDARDS

Management agrees that all conditions of employment not otherwise provided for herein relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at the standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

ARTICLE 31. AUTHORIZED REPRESENTATIVES

Any action by any Management or Union official named herein may be exercised by a duly authorized representative.

ARTICLE 32. SUPPLEMENTAL AGREEMENTS

All supplemental agreements modifying this Agreement are subject to approval by the duly authorized representative of Local 366 of the International Association of Fire Fighters and the City of Grand Rapids. All supplemental agreements shall be in writing.

ARTICLE 33. VALIDITY

SECTION 1.

The provisions of this Agreement shall supersede any existing rules and regulations of the City and/or any of its Boards or agencies which may be in conflict therewith.

SECTION 2.

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

ARTICLE 34. ENTIRE AGREEMENT

During negotiations, each party has the right to make proposals with respect to all bargaining matters. This sets forth the basic and full agreement between the parties. During its life, neither will require the other to engage in further collective bargaining as to any matter whether mentioned herein or not, except as such bargaining is provided for herein.

ARTICLE 35. DECLARED STATE OF EMERGENCIES

SECTION 1.

In the event a state of emergency is declared to exist in the City of Grand Rapids by reason of a riot or civil disorder by the Governor of the State of Michigan or the Mayor of the City of Grand Rapids, or in the event the Governor declares the City a disaster area by virtue of an Act of God, such as flood or tornado, the following condition of this Agreement shall, during such period of emergency or disaster, be automatically suspended:

- A. The time limits for either party to file or reply to grievances shall be tolled during periods of declared states of emergency, provided that the time limits shall be reinstated and shall commence running on the date the parties hereto agree that such emergency conditions shall have ceased to exist.

In addition and notwithstanding Article 14 of this Agreement, Management reserves the right during any events specified above to assign employees to work without regard to their employment classification, provided that no member of the bargaining unit shall be assigned to work not related to the usual duties of firefighting and lifesaving.

Under a declared state of emergency, the short-term acting assignments which may arise will be handled similar to the callback process which occurs after midnight during the first 12 hours. The limited duty provisions will not apply during the declared state of emergency. During such time,

employees may be assigned to perform a wide range of services that are directly and indirectly related to firefighting and/or lifesaving duties. The Union shall be advised by management as soon as practical about the scope of any such activities necessitated by the declared state of emergency.

The provisions of this Article shall apply when members of the bargaining unit are performing work in accordance with the provisions of existing or future mutual aid pacts with other governmental jurisdictions.

ARTICLE 36. CAR ALLOWANCE AND PARKING

SECTION 1. CAR ALLOWANCE

On the occasion of being temporarily transferred from one Engine House to another by reason of the necessity to balance the City's firefighting capability, an employee shall be paid \$3 as a reimbursement and will provide his/her own transportation incidental to such transfer. In the event an employee has no acceptable means of transportation available, the Battalion Chief shall arrange for the employee's transfer, and the employee will forfeit the \$3 payment.

The payment for travel pay will be by means of a check on a quarterly basis.

SECTION 2. PARKING

The parties agree to meet and explore alternative transportation incentives. The purpose of these meetings will be to see if incentives can be provided to avoid driving personal vehicles to work.

ARTICLE 37. RESIDENCY

SECTION 1.

The fire department will not be subject to a residency requirement.

SECTION 2.

Fire suppression employees who reside outside the Grand Rapids city limits who have a scheduled duty day on an election day have two options for voting. First, the employee may vote by absentee ballot. Second, the employee may arrange to have another employee voluntarily hold over their shift to cover for the employee while he/she votes. No overtime payments will be made to persons who hold over in this situation. An employee who arranges a holdover is required to vote as soon as the polls open and to report to duty immediately after voting.

For fire suppression employees who reside within the Grand Rapids city limits, the current practice will continue. Such employees are required to vote as soon as the polls open and report for duty immediately after voting.

ARTICLE 38. TRADE TIME PROCEDURE

SECTION 1. TRADING OF WORK DAYS

An employee shall be allowed to trade an unlimited number of days with another employee in accordance with the administrative procedures of the Fire Department. It is expressly understood that during the first 12 weeks following assignment after graduation from the Fire Training Academy recruits shall be limited to trading or exchanging time with other recruits from his/her class. If such trades or exchanges are made by recruits they must be taken and paid back during

the initial 12 week rotation. No acting assignment pay shall result for any of the individuals involved in such a voluntary exchange of duties and time. No acting assignment pay shall be lost as a result of trade times.

SECTION 2. COMPLIANCE WITH FAIR LABOR STANDARDS ACT

All trades must be made in accordance with the Fair Labor Standards Act.

SECTION 3. PROCEDURE FOR TRADING TIME (24 HOUR SHIFT EMPLOYEES)

- A. 54-hour personnel shall be allowed to exchange unlimited time. All trades must be made in accordance with the Fair Labor Standards Act.
- B. Battalion Chiefs may require the request to them to be submitted on the "Exchange of Time Request" form.
- C. Individuals who agree to work an exchange of time become responsible for this time. In the event they are unable to work this time, for any reason, it will be their responsibility to arrange for someone else to work in their place. Failure to comply shall result in an investigation by the Fire Chief and may result in disciplinary action, suspension of trade time privileges as provided in subsection F below, and/or other sanctions which shall be applied within 90 days of the failure to report for an exchanged time.
- D. 54-hour personnel will be allowed to initiate leave day trades.
- E. Any trade request that will result in a combination of three or more employees off a company on the same day may not be allowed, unless the trade is between members of the same company.
- F. Abuses of exchange time provisions may result in the suspension of this privilege for the abusing employee for up to one year.

ARTICLE 39. PERSONAL PROTECTIVE EQUIPMENT

It is agreed that management will provide all PPE needed for the performance of duties by members of I366. Management will consult with the union with respect to the type and quality of PPE. It is further agreed that all replacement of said protective equipment shall be made on an "as needed" basis. It is the intent of management that the quality of said PPE will be such as to provide reasonable and adequate durability and safety protection.

Management shall purchase Class A uniforms of jackets, pants and badges for all Fire employees.

ARTICLE 40. WORKING AGREEMENT

SECTION 1. PARTICIPATION

The members of the Grand Rapids Fire Department who are represented by the Local #366 Bargaining Unit do hereby agree to participate in a Working Agreement herein set forth as follows. The provisions of this Article do not apply to personnel who are serving their original entrance probationary period.

SECTION 2. PURPOSE

- A. To maintain a participating member on the payroll in the event of an off-duty illness or injury resulting in a disability that would extend beyond their accumulated sick leave and vacation benefits and is unable to perform any light duty work. To provide this protection until the member:
1. Is approved for return to duty by the City Physician; or
 2. Has used the maximum time benefits provided under this Agreement; or
 3. Until the end of the calendar year in which the member attains 40 years of credited service for those employees hired before July 1, 1992, or thirty-five (35) years of credited service for those employees hired on or after July 1, 1992.

SECTION 3. LIMITATIONS

- A. This Working Agreement, when activated for an individual, may provide a maximum of one year of protection for any specific illness or injury. The specific illness or injury must be listed on the member's personal physician's statement provided by the Deputy Chief's office. Upon request, the Union President will be allowed to review the personal physician's statement.
- B. The Working Agreement will not be utilized for any case involving an off-duty illness or injury incurred in the course of off-duty supplemental employment.
- C. Probationary employees shall have their probationary period extended for an equal period of time when this Working Agreement is activated for such employee.
- D. Under no circumstances shall an employee be permitted to derive benefits under this provision while otherwise employed.
- E. In the event that benefits are derived under this provision and the employee's injury or illness is subsequently determined to be duty incurred and subject to the Worker's Compensation Act, the employee shall make restitution to the members who worked in the employee's behalf.
- F. The City Physician will re-evaluate the employee every three months to confirm their eligibility for remaining on the Working Agreement. A copy of the evaluation will be provided to the City.

SECTION 4. ACTIVATION

- A. This Working Agreement will be activated for any member of the bargaining unit who has exhausted all of his/her accumulated sick leave and vacation benefits for any illness or injury which complies with the provisions of this agreement and is unable to perform light duty. The parties acknowledge that the City's past practice of administering the working agreement has been to initiate the agreement solely upon information provided to management (from the City's Physician) that an employee cannot work at all as a result of an off-duty injury or illness and has exhausted all of his/her paid leave. The parties agree that the City will secure approval from the Union prior to implementing the Working Agreement.

- B. The decision to activate the agreement for an individual shall be made by the City Physician. The City Physician will review the member's personal physician's statement and other relevant information in determining that the member is incapacitated for duty or light duty. The member requesting activation must sign a medical waiver allowing the City access to medical documentation regarding the specific illness or injury giving rise to the request.
- C. The decision to terminate benefits for an individual shall be made by the City Physician, upon his/her determination that the individual is fit for duty.
- D. In order to allow sufficient time to activate the agreement, the following provisions shall apply:
 - 1. If an individual has less than 6 full days (if assigned to the 54 hour week) or 12 full days (if assigned to the 40 hour week), of accumulated sick leave that will require the activation of the agreement, the first 3 days of coverage under this Working Agreement will be made with "Trade Day" provisions with the first 6 persons on the Working Agreement list.
 - 2. Any member who utilized the "Trade Day" pay back provisions under item number "D1" above will be credited as working a regular rotation under the agreement.
 - 3. In the event that an individual, for any reason, does not return to duty, the individual working the "Trade Days" will be credited as working a regular rotation under the agreement.

SECTION 5. ADMINISTRATION

- A. The Working Agreement shall be jointly administered by the Union and the Fire Chief or his/her designee. A rotation list shall be established and detailed records kept of each individual's participation in the agreement. These records will be made available to any officer of Local #366 at any convenient time.
- B. The cost of meals, house dues, and other expenses incidental to the employee's position shall be borne by the incapacitated member during the period of the member's absence.
- C. Any dispute arising out of the interpretation or applications of the provisions of this Article shall be resolved by means of negotiations between the parties.
- D. The parties recognize that the workers' compensation process is the legal process which ultimately adjudicates claims of work related injuries or illnesses. Therefore, the parties acknowledge that the City's not implementing the working agreement is in no way an admission that the injury/illness is work related. In addition, such an act by the City should not be construed as a waiver or forfeiture of the City's right as the employer to contest any workers' compensation claim.
- E. The Union agrees and assures the City that its approval or disapproval of implementation of the working agreement will not be arbitrary or capricious and it will not be based on any illegal reasons (i.e. discrimination). The Union will hold the City harmless in any challenge to the Union's decision to disapprove the implementation of the working agreement.

SECTION 6. IMPLEMENTATION

A. Actual implementation of this Working Agreement shall be as follows:

1. The 54-hour person working on an assigned day shall either report to the station of the incapacitated member to voluntarily work for that member or to elect to have 12 hours deducted from his/her sick leave bank or vacation bank. Such election shall be made no later than 20:00 hours on the preceding calendar day. When a 54 hour scheduled member reports for work under this agreement, the member shall work a 12-hour shift, with 2 members covering a 24-hour shift.
2. If an officer, or rated individual, is the working member, they will be utilized somewhere in the Department in their rated capacity whenever possible, but such assignment shall not disrupt acting assignment pay situations.
3. All individual's reporting for work shall do so with all necessary protective clothing and equipment necessary to perform in their assigned capacity.
4. When a 40 hour scheduled member reports to work, the member shall either work 8 hours or have that time deducted from his/her vacation or sick leave banks. Three 40 hour scheduled members shall be teamed together to complete the 24-hour shift.
5. 40-hour personnel who are assigned to work under the Working Agreement will be scheduled in the order they appear on the list, but will be assigned on a shift that is most conducive to the needs of service. This work will be completed within a 90-day time period from the date the name appears on the schedule. It is understood that such assignment may not be in exact calendar order with those employees who work in other areas in order to meet those needs of service.

SECTION 7. NO COMPENSATION

It is agreed and understood that when this Article is applied, working members shall not be compensated in any way. They are working on behalf of the incapacitated member in order that that member may be maintained on the payroll as if working.

SECTION 8. MILITARY DUTY

In recognition of the economic and social dislocations resulting from the activation of military reserve unit members, the parties agree that any member of the bargaining unit who is inducted into any branch of the United States Armed Services or who is a member of a reserve unit and is called to full time active military service may be eligible for the application of the benefits of this Working Agreement. Such benefits shall apply only if sufficient volunteers are available to work the member's scheduled shifts and such benefits shall be limited to a total of two (2) months' time.

ARTICLE 41. LIGHT DUTY

SECTION 1. PROCEDURE

The following provisions shall establish the criteria and procedure to be used in determining the duty status of employees in the uniformed Fire Service who are disabled.

SECTION 2. MEDICAL DETERMINATION

The City physician shall determine the extent of the disability and the degree of physical limitation as it relates to the job duties of the employee. If the employee is found to be incapable of performing the required regular job duties, the City Physician will consult with the Fire Chief. The City Physician shall determine whether or not an employee shall be assigned to light duty, consistent with the limitations of the employee.

SECTION 3. LIMITATION

Light duty assignments shall be limited to not more than 4 employees at any given time (not counting undisputed workers' compensation assignments). Light duty assignments shall be limited to a total of 12 months consecutive or in the aggregate. An employee on light duty shall be compensated at his/her regular rate of pay, regardless of the duty assignment. Management reserves the right to retain an employee on light duty in excess of 1 year when such action is determined to be in the best interest of the City.

ARTICLE 42. WORK WEEK AND WORK DAY

SECTION 1. WORK WEEK

- A. Regular full-time employees in the Fire Department, excluding Deputy Fire Chiefs, Fire Captain-Building/Fleet Maintenance, Assistant Fleet Maintenance Supervisor, Fire Marshall, Fire Captain-Prevention, Fire Lieutenant-Prevention, Fire Lieutenant-Hazardous Materials Planner, Fire Captain-Strategic Planning, Fire Lieutenant-Strategic Planning, Fire Chief-Training, Fire Captain-Training, Fire Lieutenant-Training, Fire Captain-EMS and any other positions mutually agreed upon, are normally scheduled to work 2818 hours in a calendar year. The normal work week for these employees consists of an average of 54 hours including meal periods. An actual work week for these employees may include more or less than 54 hours to adjust for peak demands for service, or assignment to a 40-hour work week when necessary for administrative duties.
- B. Employees in the classification of Deputy Fire Chief, Fire Captain-Building/Fleet Maintenance, Assistant Fleet Maintenance Supervisor, Fire Marshall, Fire Captain-Prevention, Fire Lieutenant-Prevention, Fire Lieutenant-Hazardous Materials Planner, Fire Captain-Strategic Planning, Fire Lieutenant-Strategic Planning, Fire Chief-Training, Fire Captain-Training, Fire Lieutenant-Training, Fire Captain-EMS and any other positions mutually agreed upon are normally scheduled to work 2080 hours in a calendar year. The normal work week for these employees consist of 40 hours, excluding meal periods. Qualified employees in these classifications may be temporarily assigned fire suppression duties based upon the needs of the service.

SECTION 2. WORK DAY

- A. The schedule of employees required to work an average 52.88 hour work week as set forth above shall be as follows: 1 day on, 1 day off, 1 day on, 1 day off, 1 day on, and 4 days off. In the 27-day work cycle where there would be 9 duty days, ONE 24 HOUR "L" day off work is scheduled VEVERY OTHER FLSA CYCLE to have the employee actually scheduled to work on 17 duty days IN 2 COMBINED FLSA PERIODS.
- B. Employees required to work a 40-hour work week, as set forth above, shall work 8 hours per day, 5 days per week, unless regularly scheduled otherwise.

- C. The shift starting time for personnel assigned to the 52.88 hour work week will be 0700 hours. The shift starting time for personnel assigned to the 40-hour work week will be 0800 hours or determined by the Fire Chief, the supervisor, and the employee. If agreement cannot be reached the Fire Chief and the Union will meet and resolve the matter.

ARTICLE 43. LEGAL COUNSEL FOR LIABILITY

Management shall provide each employee with legal counsel for acts in the course of his/her employment which gives rise to a cause of action under any civil or criminal action. The foregoing shall not apply to any cause or action arising out of:

- A. Ultra vires (unauthorized) acts;
- B. Gross negligence or willful misconduct;
- C. Actions taken while under the influence of intoxicating liquor or controlled substances; or
- D. Workers' Compensation claims, grievances, or other claims made against the City of Grand Rapids.

ARTICLE 44. ACTING ASSIGNMENT

SECTION 1. LONG TERM

- A. Acting assignment shall mean an assignment for a limited time to a position class as determined by the needs of the service; such assignment not involving promotion, demotion or change of status, notwithstanding any provision or rule to the contrary. Acting assignments, when utilized to fill a permanent vacancy, shall be made from 1 of the 3 most senior persons (department seniority) on the existing eligible lists or most recent eligible lists, for the position within 15 days of the onset of the vacancy. Acting assignment with the potential of 30 days or more shall be filled from 1 of the 3 most senior persons on the existing eligible lists or most recent eligible lists for the position. This shall not include vacation periods. This provision shall be implemented within 15 days of the position opening.
- B. In the event that multiple assignments result in the necessity to consider more than the three most senior persons (department seniority) on the existing or most recent eligible lists, those individuals who complete their assignments will replace the last person assigned from an older eligible list and thereafter that person assigned who stood lowest on the same eligible list, provided that such replacement procedure shall not be implemented if the remaining period of assignment is likely to be less than three weeks.
- C. When the promotional examination procedure of the Civil Service Board results in the establishment of a new eligible list, existing acting assignments shall remain in effect as required if promotions are contemplated within 30 days following the establishment of the new list. Thereafter, existing acting assignments shall be terminated and any continuing need for acting assignment will be met utilizing the new eligible list.

- D. The exception to long term assignment procedures related to vacation leave shall not apply in situations involving combined use of sick leave and vacation when it is anticipated that the incumbent will not be subsequently returning to active duty.
- E. In the event that multiple assignments result in the necessity to consider more assignments than the existing eligible list accommodates, the one previous list shall be available for use in determining long term acting assignments. If the existing and previous lists are insufficient to accommodate acting assignment needs, then the department's procedure for filling short term acting assignment (Article 44 Section 2), will be used to determine the next up individual for the long-term acting position.

SECTION 2. SHORT TERM

- A. One (1) additional hour of pay at the Battalion Chief regular rate shall be provided to the South Battalion Chief (or other trained personnel as provided in item #3 below) when the duties of determining daily staffing are carried out during the twenty-four (24) hour shift. If the South Battalion Chief is not available to perform these duties during the full twenty-four (24) hour shift, they shall revert first to the North Battalion Chief, next to the voluntarily trained Fire Captain in the short term acting assignment to Battalion Chief, and then to a Deputy Chief and/or the Fire Chief. If the Deputy Chief is required to complete the daily staffing they will receive one (1) additional hour of pay at the Deputy Chief regular rate.
- B. It is expected that the duties of determining daily staffing will be required during limited duty hours.
- C. Training shall be provided to all Battalion Chiefs and all newly promoted Battalion Chiefs and on a voluntary basis to any Fire Captain.
 - 1. Short term acting assignments, for the purpose of balancing daily manpower, will utilize "certification" and "seniority" as factors in determining who will fill in at a higher rated position. Acting assignments will be made from the most senior person who is certified to fill in at the higher rated position.
 - 2. Daily callback and short term acting assignments will be based on the Telestaff roster as of the time that a 2nd notification goes out that staffing has been completed (no earlier than 1630) on the preceding day, any changes made after that will be dealt with separately. In preparing for the next day, a determination will first be made to see if overtime is necessary and what rank(s) will be called back. A notification will be sent out every day at 0900 soliciting those who are able to work 1(am), 2(pm), (3)both, (4)either. At 1300 hours the Staffing Chief will compile a list of those that have responded and choose based on seniority from a rolling list those that are going to be on duty and may start staffing for the following day. Any changes after the 2nd notification shall be dealt with by a direct phone call to fill vacancies until 22:00 or after 05:00 the next morning.
 - 3. Staffing changes reported after 20:00 hours will be dealt with separately. The new staffing information will not change the assignments and callbacks already determined during the post 20:00 hour preparation with the exception of rated personnel who are returning to duty. In this instance, acting assignment personnel will be returned to their regular assignment(s).

4. In the absence of both the regularly assigned rated person and the designee for that particular position on a company, "certified" individuals will then be considered for short term acting assignment. Personnel can only be "designated" for one particular position on their own company.
 5. In seeking certified personnel for a short term acting assignment position when an Officer or E.O. are gone and it is not filled by a callback person, it will be filled in the following order.
 - The designated person from that machine;
 - The senior certified person currently on that machine;
 - The senior certified "willing to travel" person currently assigned to a machine within the same station where the vacancy occurs. This provision shall not apply to short term acting assignment for the rank of battalion chief.
 - The junior certified "not willing to travel" person currently assigned to a machine within the same station where the vacancy occurs. This provision shall not apply to short term acting assignment or the rank of battalion chief.
 - The senior, per department seniority, person traveling in own rank class.
 - The senior certified person on the "Willing to Travel" list;
 - The least senior certified person on the "Not Willing to Travel" list.
 6. Certified individuals must travel when a vacancy and a need exist. Travel in this situation means leaving one's regular company to perform acting assignment duties on another company. Personnel must fill out a travel preference list in descending order of fire companies that they wish to travel to for acting assignment. When making assignments for those traveling, the following shall be taken into account; certification/team membership, and for those making acting assignment pay or on overtime, distance to be traveled. All Grand Rapids Fire Department companies must be on this list.
 7. In exchange time situations, the person replacing an individual must be certified for the permanent assignment of the person being replaced. In the absence of certification, a voluntary change of assignment within the company or station which is approved by the officers of the involved companies shall be permitted. No acting assignment pay shall result for any of the individuals involved in such a voluntary exchange of duties and time.
 8. Certification of drivers for specialty vehicles such as HazMat 1, ADV, Mini 1, B-Units, Utility and River Rescue units is not required. The driver will be determined by the officers responsible for that particular vehicle. Acting assignment for driving these vehicles will not be paid.
- D. When filling vacancies for daily staffing, the following order shall be observed:
1. Designees for all ranks
 2. Officers
 3. E.O.'s
 4. Firefighters

- E. In the event a Fire Company is closed resulting in the need to travel Rated personnel, the rated person(s) will be treated as being on the "Willing to Travel" list in their respective rank according to their seniority number. In the event that there are not enough openings to accommodate the displaced Rated Person due to persons with more seniority being utilized, the Rated Person will "bump" the last person who would otherwise have been utilized by seniority in their respective rank. (A person who would have otherwise been traveled according to their seniority to a higher rated position is not required to travel in their respective rank if their company is closed.)
- F. In the event that a fire company is "re-opened", a reasonable effort will be made to place the original members back on their own company.
- G. If a discrepancy exists after the staffing is completed, the Battalion Chief and steward will attempt to remedy the discrepancy.
- H. When a non-suppression member is absent or in acting assignment for a higher rank for 2 or more consecutive regularly scheduled work days, and there is a subordinate member taking over their responsibilities, acting assignment shall be paid for all days back to the first day.

SECTION 3. CERTIFICATION AND DECERTIFICATION

- A. Effective April 28, 1992, any new certification for Truck E.O. and Engine E.O. will be combined into the single certification of Certified E.O. In order for new personnel to be certified, they will have to successfully complete the certification tests for both Engine E.O. and Truck E.O. These individuals will specify their travel preferences annually and separately for Engine E.O. and Truck E.O. once they are certified.
- B. Only those employees who have successfully completed the actual required certification to operate the apparatus shall be qualified.
- C. Any certified individuals whose subsequent performance is considered unsatisfactory may be recommended for decertification or for temporary suspension of their certification. Their company or battalion officers must note and document in writing continued poor performance. In such circumstances, the affected employee shall be formally advised of their need to improve each time such documentation takes place and shall be provided, when appropriate, any necessary training to improve their performance to a satisfactory level. The Training Division will render any decision to suspend or permanently remove an individual's certification for unsatisfactory performance.
- D. Individuals requesting decertification or temporary suspension of their status will be dealt with on a case by case basis. The individual must put in writing and may be requested to interview as to the reason for such a request. The Fire Chief or his/her designated representative will render the decision to remove the individual's certification in such circumstances.
- E. Effective April 28, 1992, personnel who voluntarily decertified under the previous "certification" program may recertify themselves within a period of one year of voluntary decertification through written application to the Training Division.

- F. Actions of the Training Division related to both decertification and to special certification may be appealed to the Acting Assignment Committee who will review the circumstances and make the appropriate recommendations to the Fire Chief for final determination. The Acting Assignment Committee will consist of a Deputy Fire Chief, Fire Training Officer, Fire Captain-Fleet Maintenance, a Fire Suppression Officer, a Fire Equipment Operator, and a Fire Fighter. The Union will recommend three individuals from each Fire Suppression Division class to the Fire Chief for consideration as appointees to the Committee. The Fire Chief will decide on the persons assigned to the Committee.

SECTION 4. COMPENSATION

- A. If an employee works on acting assignment or a series of acting assignments to a higher or lower position class pursuant to a written order from Management, he/she shall be paid at the higher or lower rate beginning on the first day or fraction thereof of each work assignment.
- B. An acting assignment to a lower position class may be utilized in the event an employee is unable to perform the duties of his/her regularly assigned position class by reason of loss of Motor Vehicle Operator's license.
- C. Duration of acting assignment shall be determined by the needs of the service.
- D. Bargaining unit members shall be paid for all hours actually worked on acting assignment rounded up to the nearest hour.
- E. Any individual on long term acting assignment will continue to receive acting assignment pay even though he/she may be on sick leave, vacation, or L-day. Management reserves the right to terminate such pay for those individuals who may be on extended sick leave.

SECTION 5. ABSENCE OF FIRE CAPTAIN

When a Fire Captain is absent from his/her normal work assignment because of sick leave, L-day, Worker's Compensation, vacation, short term acting assignment, or any other approved leave of under 30 days, short term acting assignment pay will be administered according to the rules listed below.

- A. In single company stations, the captain designee on that fire company will receive short term acting assignment pay for any duty shift the designee is actually on duty and works during the absence of the Fire Captain (i.e. after the absence of the Fire Captain actually occurs and before his/her return).
- B. In multi company stations the captain designee for the house will receive acting assignment pay for each day that he/she works during a period when no regularly assigned captain is at their station for a period of seven (7) days.
- C. In the event that the Fire Captain of that fire company is gone and the designee is also gone from duty (for reasons stated above), the Senior Fire Lieutenant by rank seniority will receive short term acting assignment pay for any duty shift the Senior Fire Lieutenant by rank seniority is actually on duty and works during the absence of the Fire Captain and designee (i.e. after their absence actually occurs and before they return).

- D. In the event that the fire company involved in such a situation has two long term acting assignment Fire Lieutenants, departmental seniority shall be used to determine which is senior of the two in providing short term acting assignment pay as described above.

ARTICLE 45. PENSION

SECTION 1. ORDINANCE REFERENCE

- A. The pension plan as amended shall remain in full force and effect, until otherwise provided by this Agreement.
- B. The pension plan shall have a thirty (30) year amortization period cap.

SECTION 2. PENSION ORDINANCE AMENDMENTS

- A. Amend the minimum duty and non-duty disability allowances for such retirements occurring after July 1, 1989, in accordance with the correspondence dated June 5, 1989, from Gabriel, Roeder, Smith and Company's, Mr. Norman L. Jones.
- B. Amend the deferred pension provisions of the ordinance to permit a fund member to defer pension and delete requirement of deferral until age 55. Also delete prohibition of pension benefit for eligible survivors in the event of the death of the member prior to application for deferred pension.
- C. Include all W-2 supplemental earnings as participating earnings in accordance with the actuarial report. Members will contribute to the pension fund on the basis of their own covered pay; however, at retirement the adjustment to Final Average Salary will be based on the average amount of previously excluded earnings for all members of the department. This provision is effective July 1, 1991, and the first year average will be determined on the basis of the average for the preceding three years. Thereafter, the average will be based on the preceding four and finally five years' experience per the actuarial report.
- D. Duty Related Death Benefit - Effective July 1, 1991: Establish the minimum duty related death benefit at 72% of Final Average Salary.
- E. Duty Disability Pension - Effective July 1, 2001, all employees shall be entitled to a minimum duty disability benefit of no less than 72% FAS or age and service, whichever is greater.
- F. Non-Duty Disability Pension
- G. Effective July 1, 2016, *Non Duty Disability Pension Rates are as follows:*

Years of Service	Percentage of Allowance
Less than 1 year	No Allowance
1-5 years	50% of allowance
6 years	60% of allowance
7 years	70% of allowance
8 years	80% of allowance
9 years	90% of allowance

10 or more years	100% of allowance
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- H. For members retiring after completing 25 years of service, base benefit only on accrued service.
- I. Pension Purchase: Employees shall be permitted at their option to purchase up to 2 years of credited service at the total expense of the employee. The cost per year is 17.84% of the employee's current covered compensation. This will be effective for employees of record as of and after July 1, 1991. Effective July 1, 1994, the cost per year for purchasing credited service shall be determined on a separate normal cost basis annually for Fire Fighters as provided in the Grand Rapids City Code under Title I, Chapter 7, Article 2, Section 1.243.(4). An employee who purchases service credit and is subsequently granted a duty or non-duty disability retirement shall upon request be refunded the purchase amount without any accrued interest. This provision shall be effective July 1, 2007.

Effective January 10, 2012, employees shall be permitted to purchase up to four (4) years credited service at the actuarial rate and at the employee's cost. The additional years count towards pension service only; the purchased service credit does not apply towards pension vesting purposes and retiree health care.

- J. 2.7% Pension Multiplier: Amend the pension ordinance to reflect the following:
 1. All employees hired before July 1, 1992, can utilize one of the following formulas at retirement:
 - a. 2.5% x Years of Service (max. of 40) x FAS
 - b. 2.7% x Years of Service (max. of 35) x FAS
 2. All employees hired on or after July 1, 1992, will utilize the following formula at retirement:

2.7% x Years of Service (max. of 35) x FAS
 3. For employees hired prior to July 1, 1992, there will be a 100% cap for employees utilizing the 2.5% x Years of Service (max. of 40) x FAS formula and a 94.5% cap for those employees utilizing the 2.7% x Years of Service (max. of 35) x FAS formula; there will be a 90% cap for employees hired after June 30, 1992 (ability to retire without actuarial reduction upon reaching cap).
 4. Additional compensation items (all W-2 supplemental earnings) earnings adjustment to final average salary (FAS), as provided under Section 2(C) above shall utilize an overtime amount of four and two-tenths percent (4.2%) of the employee's base salary rate. Effective September 12, 2011 (the date of the issuance of the Act 312 award), the annual overtime amount for purposes of final average salary (FAS) shall be the actual overtime paid in that year. FAS shall be determined by using four years under the 4.2% FAS factor and one year under the actual overtime amount. For each subsequent year, the FAS factor will include

one less year under the 4.2% FAS factor and one more year under the actual overtime amount until all five years are calculated under the actual overtime amount. Additionally, the individual employee at his/her discretion may include up to six (6) days of vacation when cash payment in lieu of unused vacation is made for that number of days or greater upon termination under the provisions of Article 20, Section 5(F) or (G) in his/her FAS. This provision shall be effective on September 12, 2011 (the date of the issuance of the Act 312 award).

- K. At the conclusion of negotiations for the contract effective July 1, 2001, the parties agreed to provide a window of opportunity until June 28, 2002, for employees hired prior to July 1, 1992, with up to 37 years of service to select a pension multiplier of 2.7%.
- L. Effective July 1, 2001, the pension ordinance shall be amended to reflect an employee contribution rate of 3.20% and based upon the over-funding, if any, within the Police and Fire Pension System, the following table shall apply:

<u>Pension Funding</u>	<u>Employee Contribution</u>
Below 100%	7.20%
100% - 109.999%	6.20%
110% - 114.999%	5.20%
115%+	3.20%

Effective July 1, 2012, the employee contribution rate shall be 5.70%. Effective January 1, 2013, the employee contribution rate shall be 6.7%. Effective July 1, 2013, the employee contribution rate table shall apply:

<u>Pension Funding (as has been calculated in the past)</u>	<u>Employee Contribution</u>
Below 100%	10.70%
100% - 104.999%	9.70%
105% - 109.999%	8.70%
110% - 114.999%	7.70%
115%+	6.70%

- M. At the conclusion of negotiations for the contract effective July 1, 2003, the parties agreed that the City can change the actuarial valuation date for the Police and Fire Retirement System from June 30th to December 31st with the first evaluation to be done as of December 31, 2003 for use in determining employer and employee contributions for fiscal year beginning July 1, 2004. In exchange, the parties agreed to the following gain sharing measures:

- 1. A one-time payment in the amount of \$500 per member.
- 2. A modified pension contribution chart as listed below:

Below 100%	7.20%
100% - 104.999%	6.20%
105% - 109.999%	5.20%
110% - 114.999%	4.20%
115%+	3.20%

- N. Trade of 13th Check for a Simple Non-Compounding Escalator: Effective May 12, 2009, for retirees retiring on or after July 1, 2007, a trade will be implemented by eliminating the 13th check (a benefit given up under Grand Rapids City Code, Chapter 7-Pension and Retirement Benefits, Article 5-Thirteenth Check Supplement-Police and Fire Pension System) and creating a simple non-compounding escalator at one and one-half percent (1.5%) annually with a two (2) year wait after date of retirement (a benefit gained), commencing as of January 1st or July 1st of each calendar year falling most nearly on or after the retiree's retirement anniversary date. This trade is considered to be cost neutral based upon the Retirement System actuary's valuation of October 19, 2007, which determined the value of the 13th check and the cost of the escalator to be approximately five percent (5%) using a thirty (30) year period. Retirees retiring on or after July 1, 2007, who receive the simple non-compounding escalator benefit in lieu of the 13th check would be counted for purposes of determining 13th Check payments for those who do qualify.
- O. For fiscal years 2010, 2011, 2012, and 2013, the employee contribution rate for fire fighter members of the Police and Fire Retirement System shall not be raised to the percentage funding pension contribution rate which would otherwise be required by Section K2 above and shall be kept at the rate of 3.20% (which currently equates to a system funding level of above 115%) for those four (4) fiscal years regardless of the annual valuation results.
- P. Regardless of the actuarially determined contribution calculation, the Employer shall make a contribution to the Pension System of no less than 3% annually.
- Q. Employees hired on or after January 10, 2012 will have a pension multiplier at the rate of 2.0% and have an employee contribution the same as the fire employees hired prior to that date unless they elect to purchase an increased multiplier.

Employees will be given a one-time, irrevocable option to elect to have an alternative multiplier of 2.2%, 2.4%, 2.6%, or 2.8% with the cost paid solely by the additional employee contribution and shall be based on the actuarial cost at the time of election. This election must be made no later than the fifth year from the date of hire not sooner than 6 months of employment and will thereafter be irrevocable. The additional cost associated with the alternative multiplier will be a fixed amount that will not be modified for the employee after his/her election. The actuarial cost will be adjusted at time of election as part of the five (5) year experience study. Members currently employed as of ratification are grandfathered under previous actuarial study and may buy up retroactively to their 6th month of employment date in increments of 6 months.

The rate of the employee contribution for employees hired on or after January 1, 2012, shall be the sum of the rate listed in the first paragraph of this section as it may vary from year to year, and the rate determined at the time of election of an alternative multiplier as provided in the second paragraph of this section.

R. INCREASE IN THE PENSION MULTIPLIER

- 1. Effective July 1, 2012, the pension multiplier, as provided in this Article under Section 2(H), shall be raised from 2.7% to 2.8%.

2. The actuarially estimated cost of this benefit improvement (using a thirty [30] year amortization of such cost) is 1.01%. That cost shall be shared by the bargaining unit members by increasing the employee contribution rate by one-half of one (1) percent (.5%) effective July 1, 2012. The rate of 4.20% (if still applicable under Section 18 above of this Article) shall thereafter be reduced to 3.70%; or, if the rate has already been reduced to 3.20% under the provisions of Section 18 above, the employee contribution rate shall be as provided in the pension ordinance amendments herein utilizing the applicable table which provides the applicable employee contribution percentage based upon the pension funding level percentage.
3. The parties agree that the issue of the cost and effective date of the 2.8% multiplier increase, and provided herein, shall not be the subject of further negotiations for the subsequent collective bargaining Agreement covering a period of July 1, 2010 through the negotiated effective ending date of such Agreement, nor shall either party have the right to submit such an issue to binding interest arbitration through Public Act 312 of 1969 (MCLA 423.231 through 423.247) for that same contract period.

ARTICLE 46. DRESS CODE

SECTION 1. PROCEDURE

All personnel are to maintain compliance with the Grand Rapids Fire Department dress appearance and uniform regulations at all times when they are on duty and/or in the Fire Department uniform. The city shall provide the following uniform items: uniform shirts (including long sleeve, short sleeve and polo), t-shirts, uniform pants, athletic shorts, combo jackets, job shirts, hats, caps, and gloves. Management shall purchase Class A uniforms of jackets, pants, shirt, name tags and badges for all Fire employees. Any changes to the current dress appearance and uniform regulations policy shall be approved by the union.

While it is the goal of this policy to assure a uniform dress and appearance for all personnel, and to assist personnel in achieving that uniform appearance, individuals that fail to comply with these standards or this procedure will be subject to disciplinary action.

ARTICLE 47. DRUG FREE WORKPLACE

SECTION 1. PURPOSE

- A. To establish and maintain a safe, healthy, drug free working environment for all employees in accordance with the Drug Free Workplace Act of 1988.
- B. To establish the terms and conditions of an employer assisted rehabilitation program for employees who voluntarily seek City assistance in overcoming any addiction or dependency problems related to alcohol or other drugs.
- C. To establish the terms and conditions of continued employment for employees found to be involved with the illegal use or possession of controlled substances.

SECTION 2. EMPLOYEE ASSISTANCE PROGRAM

- A. Any employee may utilize the services of the City sponsored, troubled employee assistance program for drug or alcohol dependency problems. Such assistance shall be treated as confidential and no employee will be subject to disciplinary action on account of voluntarily seeking such assistance.

- B. Rehabilitation is the responsibility of the employee. Treatment programs requiring medical treatment will be treated in the same manner as any other medical problem with respect to sick leave, vacation leave, leave of absence without pay, and health insurance coverage consistent with applicable policy provisions and practices.
- C. Upon successful completion of treatment and unrestricted release for work, the employee will be returned to active duty status.

SECTION 3. PRESCRIPTION DRUGS

- A. Employees who are obliged to take a prescription drug(s) under the direction of a licensed medical practitioner shall advise their superior upon reporting to duty that they are under the influence of or are required to take prescription drugs or internal medicine that may affect their work performance. When an employee is required to take prescription drugs or other medicine, a physician's statement may be required indicating whether or not the employee can perform his/her regularly assigned duties.
- B. No prescription drug shall be brought upon Fire Department premises by any person other than the person for whom the drug has been prescribed for by a licensed medical practitioner, and shall be used only in the manner, combination and quantity prescribed.
- C. No employee who complies with items "A" and "B" above with respect to a particular prescription drug or other medicine can be disciplined or required to attend an employee assistance program on account of that particular prescription drug or other medicine.

SECTION 4. PROCEDURES FOR TESTING

- A. The City may require employees to submit to a test for illegal drugs, prescription drugs, or alcohol under the following circumstances:
 - 1. There is reasonable cause to suspect that the employee to be tested is using or has used a controlled or illegal substance contrary to the provision of the Article.
 - 2. Reasonable cause is defined to mean objective and specific facts including personal observations by witnesses of the suspect person's appearance and behavior which would support a conclusion of a reasonable suspicion.
 - 3. An order to submit to testing may only be issued by an Officer of the rank of Lieutenant or higher and only after review by and approval of the Fire Chief.
- B. Report Procedure/Order for Test

If an Officer concludes that reasonable cause exists to suspect that an employee is using or has used controlled substances, he/she shall take the following actions:

- 1. The Officer shall relieve the employee from duty and direct him/her to remain at the station. The Officer shall take reasonable precaution to ensure the safety of the employee and immediately notify the duty Battalion Chief and the Fire Chief. Management shall immediately notify the Union President, Vice President, or their designee as indicated by written notice.

2. In a recommendation to the Fire Chief that an employee be sent for an examination, the officer shall state his/her reasons for seeking an order for the employee's examination along with identifying any potential witnesses. Said information shall be immediately communicated to the Battalion Chief, the Fire Chief, the Union president or Vice President (or their designee as indicated by written notice), and the employee.
3. The employee shall be afforded an opportunity to present an explanation to the Battalion Chief and the Fire Chief.
4. If the Fire Chief concludes that a test is necessary, the order will be issued verbally by the reporting Officer and confirmed in writing by the Fire Chief or his/her designee within 24 hours. At the time the order is given, the employee shall be advised that refusal to submit to the test shall be cause for discipline up to and including discharge.
5. The Officer shall reduce said information in a written report before the end of his/her duty day after a decision has been made concerning the examination and provide a copy of the report to the Fire Chief, the Battalion Chief, and the employee. The report shall be signed, noting the time and date of the report.

C. Drug Testing Procedure

The procedure followed in giving the drug test will be in conformance with the Federal Regulations (Federal Register, Volume 53, No. 69, pg. 11979-11989). This includes but is not limited to the collection of the sample, chain of custody, storage of the sample, the type of initial and confirming tests used, and the amount of drug or drug metabolite to be regarded as a positive drug test.

D. Alcohol Testing Procedure

Testing for alcohol will be performed by means of a blood test at the same facility utilized for drug testing. The "chain of custody" will be documented and preserved in the same manner as for a drug test.

SECTION 5. POST-ACCIDENT DRUG/ALCOHOL TESTING

Employees who operate Fire Department vehicles shall be subject to mandatory drug/alcohol testing in post-accident situations. The testing procedure under this circumstance shall be similar to those reflected in the FHWA (Federal Highway Administration) regulations governing drivers with a commercial driver's license (CDL).

SECTION 6. DISCIPLINE AND EMPLOYEE ASSISTANCE

- A. An employee who tests positive for illegal drugs, controlled substances (except as required by a treating physician in accordance with Section 3 of this Article), or alcohol will be subject to appropriate discipline in accordance with the provisions of the Labor Agreement. Each case shall be evaluated by management as to the facts and circumstances and resolved accordingly.

- B. Employees whose drug use, alcohol abuse, or prescription drug abuse is discovered by the City in some manner other than by the drug test outlined in this Article shall be treated as if he/she had tested positive under this Article.
- C. In appropriate cases, employees who test positive shall be required to participate in the Employee Assistance Program. In such cases, the employee shall be required to complete the rehabilitation program as prescribed by the program director or supervising physician as a condition of continued employment. The terms and conditions of each rehabilitation program shall be clearly set forth in a Conditional Reinstatement Agreement and executed by the employee, the Union, and the City.
- D. The City shall respond to employees who have tested positive for illegal drugs, controlled substances (except as required by a treating physician in accordance with Section 3 of this Article), or alcohol in a facilitative manner aimed at assisting him/her to successfully rehabilitate. Absent mitigating circumstances (including but not limited to inflicting injury or death on a member of the public or employee of the City), employees who fail to successfully rehabilitate upon completion of his/her first enrollment shall be given a second and final opportunity to again enroll and complete a rehabilitation program. However, it is specifically understood by the parties that should mitigating circumstances exist which adversely impact the image and/or interests of the City, nothing here within shall be interpreted to bar imposition of appropriate discipline up to and including discharge.

SECTION 7. GRIEVANCE PROCEDURE

All actions taken by the City pursuant to this Article shall be subject to the provision of Article 8-Grievance Procedure.

ARTICLE 48. PHYSICAL FITNESS PROGRAM

SECTION 1. PURPOSE

It is the mutual intent of the parties to develop a mandatory physical fitness program to facilitate and promote the overall efficiency of departmental personnel. Consequently, the parties agree to the following program principles:

- A. All members of the bargaining unit shall participate in a structured physical exercise workout of at least 30 minutes per on-duty day. Such exercise period shall be afforded during the course of the active duty day i.e., not during "limited duty time" as outlined in Article 14, Section 5 (E).
- B. The department shall engage the services of a physical fitness specialist to assist in the development of the exercise program and to provide professional advice and consultation regarding the implementation of the program.
- C. The program shall incorporate the concept of appropriate medical evaluation regarding the suitability of the exercise program as individual medical circumstances dictate.

Employees are responsible for completion of the exercise program described in Subsection A.

- D. The City will ensure that each of the stations will have access to appropriate exercise equipment as determined necessary for the success of the exercise program based upon the recommendation of the physical fitness specialist and concurrence of the Fire Chief.

ARTICLE 49. SAFETY AND HEALTH COMMITTEE

There shall be established a joint Safety and Health Committee within 60 days of April 28, 1992.

The Fire Chief and the Union President shall appoint three members each. Vacancies shall be filled immediately.

The Committee shall meet on an "as needed" basis to address health and safety conditions and concerns. Meetings may also be called on written demand by the appointee of either the Fire Chief or the Union President at times mutually agreed to by both parties. In any event, this shall be no later than 14 calendar days after written demand in order to discuss urgent issues.

The Committee shall have the responsibility to:

- A. Promote safety for all department members.
- B. Develop information on accident/injury sources and rates.
- C. Investigate Fire Department facilities and equipment to detect hazardous conditions or unsafe work methods including, but not limited to, training procedures.
- D. Review and analyze all reports of job related accidents, deaths, injuries, illnesses (exposure to contagious diseases; exposure to hazardous materials).
- E. Review all specifications for protective equipment, apparel, or devices prior to letting out bids for new or renewal contracts for the purchase thereof.
- F. Study hazardous material issues and equipment.
- G. Members appointed to the committee shall have the authority to recommend:
 - 1. Change to, addition to, or purchase and specifications of fire fighters' protective apparel and equipment.
 - 2. Department rules and procedures concerning health and safety.
 - 3. Correction of unsafe or harmful working conditions including the setting of a deadline for the abatement of such conditions.

All recommendations shall be made to the Fire Chief in writing. The Fire Chief or his/her designated departmental representative shall promptly respond in writing to such recommendations, stating his/her reasons for adopting or rejecting them.

The Committee's findings and recommendations shall be advisory only and not constitute any limitation on the managerial prerogatives of the Fire Chief nor the City.

It is understood that notwithstanding the provisions of this Article, it remains the obligation and responsibility of the City to provide and maintain a safe workplace for all employees.

ARTICLE 50. MUTUAL AND AUTOMATIC AID

Management retains the right to utilize and/or enter into agreements for automatic and/or mutual aid with other jurisdictions. The Union will be afforded the opportunity to meet and confer regarding such agreements prior to signing.

ARTICLE 51. CONTRACT TERMINATION AND MODIFICATION

SECTION 1.

This Agreement shall be effective upon ratification and remain in full force and effect through June 30, 2022 at 11:59 p.m. and thereafter for successive periods of one (1) calendar year unless either party shall, on or before the one hundred eightieth (180) calendar day prior to expiration, serve written notice on the other party of a desire to terminate, modify, alter, negotiate change or amend this Agreement. The parties agree to meet within a reasonable time after service of the written notice to commence negotiations.

SECTION 2.

Notice shall be in writing and shall be sufficient if sent by mail, addressed, if to the Union, to Union President, 1930 Fuller NE Grand Rapids MI 49505, and if to Management, to Labor Relations Manager, 300 Monroe Ave NW, Suite 820, Grand Rapids MI 49503, or to any such address as the Union or the City may make available to each other.

SECTION 3.

in the event negotiations/mediation for a new successor agreement extend beyond the expiration date of this agreement, all the terms and provisions of this agreement, including all the attachments and appendices thereto, shall remain in full force and effect pending the new successor agreement. this provision is not intended to in any way stall bargaining.

ARTICLE 52. CONTRACTUAL AMENDMENTS AND EFFECTIVE DATES

SECTION 1. SUPPLEMENTAL INSURANCE FUND

Effective July 1, 1997, the City shall increase their contribution from .5% to .7% of the unit base payroll annually to the supplemental insurance fund. Effective July 1, 2016 the City shall increase their contribution from .7% to .8%. Such fund shall be administered by the Fire Pension Board of Trustees, in accordance with the provisions of an Ordinance of the City of Grand Rapids. The provisions of the referenced Ordinance (93-55, §1; 12/7/93) were developed by the parties in conjunction with the 13th Pension Check Committee and is currently included in the Grand Rapids City Code under Title I, Chapter 7, Article 7, Section 1.321.

SECTION 2. CONTRACT AND BINDERS

The City shall produce at least 300 copies of the Agreement.

SECTION 3. SMOKING POLICY

There shall be no smoking in the fire stations or in any City vehicles. Smoking in the area surrounding the fire stations shall be in compliance with applicable City ordinances.

SECTION 4. PERSONAL ALARM DEVICES

Effective with the implementation of the Agreement covering July 1, 1994, through June 30, 1997 (July 11, 1995), the City of Grand Rapids has committed to provide MIOSHA approved personal alarm (P.A.S.S.) devices for on-duty fire suppression personnel (approximately 70 units to be purchased). It is understood that approximately 50 additional units may be purchased as determined necessary and feasible by the Fire Chief.

SECTION 5. 457 DEFERRED EARNINGS

Add to the Pension Ordinance a third provider to the current providers of the 457 Pension Supplement Plan either when the City installs a new payroll system or on or about January 1, 1999, assuming the plan is one administered by the provider.

SECTION 6. TECHNICAL RESCUE SERVICES

A. Selection Process

Each team will be made up of 36 employees. Openings on the teams will be filled as vacancies occur. Employees who apply but do not have the points to be on the team shall be designated as rostered. Rostered employees will be ranked by points each time an opening occurs. team members will not be removed once on the team due to rostered employees attaining more points. Rostered employees will have preference for training opportunities based on their current point score then department seniority. If training is not filled by rostered employees or team members it will be open to department as a whole by seniority.

There will be three recognized teams in the GRFD identified as follows:

- 1) Water rescue: responsible for all ice, swift, standing water rescue and recovery.
- 2) Technical rescue: responsible for light medium collapse, heavy collapse, rope rescue, confined space rescue, and trench rescue.
- 3) Hazardous materials: responsible for mitigation of hazardous materials incidents.

All employees of the GRFD will be expected to have a role in these disciplines including but not limited to operations level work.

B. Overtime

For all technical services, if an employee works less than eight (8) hours of overtime, it does not count as an overtime occurrence for the purposes of equalization. If an employee works eight (8) or more hours of overtime in a calendar day, it counts as an overtime occurrence. For instructors, any overtime hours do not count as an overtime occurrence for any time spent instructing.

C. Training

The City will provide training for all Fire Department suppression employees for each discipline. Additionally, the city will provide continuing education training for each discipline to keep the teams proficient and to keep rostered employees available for openings as they occur. Employees that are not a part of a team via their draw assignment or who are not officially recognized as a part of an eligible team would be eligible to attend re-certification training on a no-cost basis for them. However, they would not be eligible for overtime, compensatory time, or other benefit for their off-duty attendance. If on-duty

attendance was a part of the re-certification training, they would be released from duty to attend service training.

D. Compensation

Each team member will receive a \$500 annual stipend paid at the end of each calendar year. If on multiple teams the maximum stipend total will be \$500. If a member joins a team during the year the stipend will be prorated based on the number of months serving on the team.

SECTION 7. LETTER OF UNDERSTANDING – REGIONAL RESPONSE TEAM NETWORK (RRTN)

The parties agree to the following terms and conditions regarding the Regional Response Team Network (RRTN):

A. Selection

Selection for team involvement will be determined from those members who are already a part of the Tech Rescue Program and will meet the state of Michigan guidelines in the area of services as described by the state. Within the parameters set by the state as previously mentioned and the number of slots available, seniority will then be taken into consideration with a team position being granted to the most senior employee who requests such.

B. Training

Training will be accordance with state of Michigan requirements for such a program. All members of the team will maintain required certification. If a member allows his/her required level of training to lapse for a period of six (6) months, the member may be removed from the team. Replacement of a removed member will follow the above selection process. All issued PPE/gear will be returned to the team leader.

C. Compensation

A \$250 annual stipend will be paid to a member who is part of the RRTN team and maintains the required certification (described above). It is the parties' understanding that the state of Michigan is responsible for individual PPE (personal protective equipment) and maintenance of the same. The City as the employer continues to carry all employer responsibilities and liabilities pursuant to MIOSHA and workers' compensation laws for its employees who are members of this team whose duties may include responses outside the City limits for activation or training of the team members.

D. Overtime

Overtime as a result of activation or training will be paid by the City and will follow the emergency callback procedure.

E. Team Termination

In the event the state of Michigan abandons the RRTN concept or the City elects not to participate in the RRTN program, the City has the right to terminate all commitments covered by this letter of understanding.

SECTION 8. INSTRUCTOR COORDINATOR

When providing formal instruction for the purpose of state mandated training or other training that may be either a bargaining item or required by the Fire Department, employees classified as Firefighters, Equipment Operators, and Lieutenants shall be given acting assignment at the rate of Fire Captain Training for those hours of instruction. For employees at the rank of Captain, they shall be given acting assignment at the rate of Fire Chief Training for those hours of instruction. For employees at the rank of Battalion Chief, they shall be given acting assignment at the rate of Deputy Chief for those hours of instruction. The parties agreed that an instructor coordinator will be required to conduct Citywide departmental training upon request from Management.

1. EMS instructors in the GRFD will be paid in blocks of 4 hours (half day), or 8 hours (full day), when instructing members of GRFD. This time will be considered as making the members whole for the purpose of instruction, preparation time and clean up.
2. When instructing, on duty members will be paid according to Article 52, Section 8.1 with regards to pay rate.
3. When instructing, off duty members will be paid at 1 and ½ times their regular rate of pay.

SECTION 9. SICK LEAVE REQUEST

Employees in the Fire Department, upon determining they are unable to work their scheduled duty day due to illness or injury, will record their sick leave use in Telestaff. It is understood between Labor and Management that this recording documents the employee's use of sick leave for absence from duty. Furthermore, this recording constitutes the employee's request of payment during such absence and it shall be recognized as the employee's secured electronic signature for the request.

Upon returning from the absence, the employee shall submit a sick leave form directly to Fire Administration if substantiation is not requested and/or required. If substantiation is requested and/or required, the employee will provide substantiation along with a sick leave form to his/her immediate supervisor for review and approval of substantiation after which it is forwarded to Fire Administration for processing. This substantiation can consist of personal knowledge or observation from a supervisor other than the immediate supervisor. Employees are responsible for ensuring his/her own proof of substantiation.

SECTION 10. COMPENSATION FOR INSTRUCTING AT GRAND RAPIDS FIRE REGIONAL TRAINING CENTER FIRE ACADEMY

During the period of time this supplemental agreement is in effect, the provisions of Article 15-Overtime, Section 3-Qualifying for Overtime, Subsection A and Section 6-Equalization of Overtime Hours, Subsections A and B shall be modified as follows:

- A. All interested employees of the GRFD will be given an opportunity to assist and instruct during the GRFRTC MFFTCX Fire Fighter I and II Fire Academy.
- B. The Fire Training Supervisor and the Assistant Fire Training Supervisor will be the lead instructors at the GRFRTC MFFTC Fire Fighter I and II Fire Academy. Other individuals assisting may be used to maintain a safe instructor to student ratio during hands-on fire training and some lecture topics. NOTE: There must be one (1) MFFTC State Certified

Fire Instructor present at all locations during all MFFTC Fire Fighter I and II course lectures and hand-on sessions (see section E below).

- C. With the exception of Fire Training Supervisor, Assistant Fire Training Supervisor and other 40-hour employees identified in Article 42-Work Week, Section 1, Subsection B, all other employees identified in Article 42-Work Week, Section 1, Subsection A will be off-duty individuals.
- D. For a minimum of forty-five (45) days before the start of the GRFRTC Fire Academy, all the members of Local 366 may have an opportunity to have their name placed on a list to assist during the GRFRTC MFFTC Fire Fighter I and II Fire Academy. The intent is to have a compiled list thirty (3) days before the class in order to assist in scheduling. Once the list is established, members will remain on the list unless they request to be removed for future GRFRTC Fire Academy classes.
- E. For the September 9, 2009, GRFRTC Fire Academy for a minimum of fifteen (15) days before the start of the class, members will have the opportunity to have their name placed on the list until five (5) days before September 9th.
- F. The list of those willing to assist in the MFFTC Fire Fighter I and II training during the Fire Academy will be established by department seniority. The opportunity to assist at the GRFRTC Fire Academy will be offered by moving down the list in order of department seniority to fill the needed help instructing. The seniority order of the list will be followed unless a MFFTC State Certified Instructor of Subject Matter Expert is needed for the GRFRTC to be MFFTC compliant. Every effort will be taken to keep the opportunities between those wishing to help at the GRFRTC Fire Academy equal.

During the period of time this supplemental agreement is in effect, the provisions of Article 17-Wages, Section 1-Wage Schedule and Article 15-Overtime, Section 4-Method of Compensation Overtime Work, Subsection A shall be modified as follows:

- A. Any off-duty employee assisting at the GRFRTC MFFTC Fire Fighter I and II Fire Academy will receive wages using the following wage schedule:
 - An MFFTC Certified Fire Instructor will receive \$16.6667 per hour at time and one-half while assisting at a GRFRTC MFFTC Fire Fighter I and II Fire Academy.
 - AN MFFTC Provisional Fire Instructor will receive \$13.3333 per hour at time and one—half while assisting at a GRFRTC MFFTC Fire Fighter I and II Fire Academy.
 - If an employee is not an MFFTC Certified Fire Instructor of MFFTC Provisional Fire Instructor, they will receive \$11.6667 per hour at time and one-half while assisting at a GRFRTC MFFTC Fire Fighter I and II Fire Academy.

During the period of time this supplemental agreement is in effect, the provisions of Article 15-Overtime, Section 4-Method of Compensating Overtime Work, Subsection A and Section 5-Compensatory Time Off Subsection A shall be modified as follows:

- A. Due to the fact that the Wage Schedule and Method of Compensating Overtime Work has been modified for all off-duty 54 hour employees assisting at the GRFRTC MFFTC Fire

Fighter I and II Fire Academy, no compensatory time (as provided in Section 5 of Article 15) may be requested in lieu of payment of overtime pay for those assisting.

During the period of time this supplemental agreement is in effect, the provisions of Article 53-Contractual Amendments and Effective Dates, Section 9-Instructor Coordinator shall not be applicable to members serving as instructors for the GRFRTC.

This supplemental agreement shall be in effect for a one (1) year trial period between September 1, 2009 and August 31, 2010, unless either party gives written notice of their intent to terminate this agreement thirty (30) days in advance. The parties agreed to continue the terms and conditions outlined in this supplemental agreement through December 31, 2012.

SECTION 11. NIGHT TIME TRAINING FOR RECRUITS

The Recruit Class and Training Staff will engage in night training as part of the orientation process into the Grand Rapids Fire Department. The training will be conducted between the hours of 1200 and 0000 and not exceed nine (9) hours a day including previously recognized breaks. This night training does not apply to any other members of the Grand Rapids Fire Department and more specifically members of the IAFF Local 366. This after hours training is not to be counted towards the limited duty hours training for members of the IAFF Local 366 as provided for in Article 14, Section 5, Part F, Paragraph 5.

SECTION 12. MAY 2015 ACT 312 ARBITRATION AWARD IN MERC CASE NO. L13 K-1044

The parties agree to the following changes regarding the terms of the 2014-2016 CBA and Act 312 Arbitration Award in MERC Case No. L13 K-1044:

1. The parties agree to postpone the implementation of the change to the 54 hour average work week schedule, the 28 day FLSA work cycle change, and the regular hourly rate of pay calculation, from July 19, 2015 until January 3, 2016 which is the start of the first full work period that begins on or after January 1, 2016.
2. The 2.00% wage increase that is associated with the change in work schedule shall also be postponed until January 3, 2016.
3. The new wage scale to be created by rolling in 1.33% after the calculation of the July 2015 wage increase for all classifications at all steps as a result of the elimination of longevity payments after payment of the June 2015 longevity payment shall also be postponed until January 3, 2016. The longevity payment shall continue to be eliminated after the June 2015 payment.
4. Union members who retire between July 1, 2015 and January 3, 2016 shall be credited with, for purposes of pension FAS computation, the 1.33% wage increase for the elimination of Longevity as if that increase had been effective July 1, 2015 (after the calculation of the July 2015 wage increase), as originally agreed to by the City and the Union.

SECTION 13. CONTRACTUAL OVERTIME AND HOLIDAY PAY RATE

The change to calculation of the regular hourly rate of pay for a suppression employee determined by dividing the annual rate of pay by 2818 rather than the current 2620.8 will

result in a temporarily reduced regular hourly rate of pay. For purposes of the payment of contractual overtime under Article 17, Section 4 B and for the payment of holiday pay under Article 21, Section 3 the regular hourly rate of pay for suppression employees shall be the regular hourly rate of pay applicable to them as of June 30, 2015 or the regular hourly rate of pay calculated by dividing the annual rate of pay by 2818, whichever is greater. This provision will remain in effect only until such time as the actual hourly rate for a particular employee is greater than the hourly rate for that employee that was in effect as of June 30, 2015.

SECTION 14. KEY EMPLOYEE INCENTIVE PROGRAM (KEIP)

The Union and the City shall establish a mutually agreeable KEIP program to be included in this agreement as soon as administratively possible.

ARTICLE 53. RIVER RESCUE

1. The parties agree that previously performed river rescue standby and like standbys will continue. For example, when fireworks and other events are conducted on the river and the risk to life safety is high, river rescue units may be deployed to the river in a “standby” mode, these duties may fall out of regular duty hours but when they do it will be considered to be in one of their sets of duty hours outlined in Article 14, Section 5.
2. Personnel shall not be expected or ordered to perform “river cleanup” as was tradition prior to 1982 including rocks and logs, etc. in the river.
3. River rescue personnel will remove debris from the river when such debris could likely cause a hazard to the public or fire crews, such as abandoned watercraft, etc. because their presence would be reasonably expected to result in persons attempting to perform a layman’s attempt at rescue. The final determining factor shall be the safety of GRFD personnel and that decision shall be made by the ranking officer of the rescue team.
4. The parties agree to adhere to the 06-2004 grievance resolution for any instance of body recovery (see attached).

GRIEVANCE RESOLUTION
IAFF 6-04 (Union Initiated / Work Assignment – Drowned Body Recovery)

In order to provide for resolution of the above referenced grievance matter, the parties mutually agree and stipulate to the following terms and conditions:

1. The parties acknowledge that the findings of Arbitrator Robert McCormick in January 1995 are controlling under the collective bargaining Agreement, and that under Michigan statute (MCLA 51.301; Section 1, Public Act 139 of 1947) that the recovery of a person who has drowned within the corporate limits of the City of Grand Rapids is the duty of the Chief of Police. Also, that the recovery of a person who has drowned outside the corporate limits of the City of Grand Rapids within Kent County where there is no other incorporated jurisdiction with a police department is the duty of the Kent County Sheriff Department.
2. It is further understood that the Grand Rapids Police Department and/or the Kent County Sheriff Department may elect to call on other public agencies for assistance in recovery of the body of a person who has drowned in waters within their jurisdiction under state statute (MCLA 51.302; Section 2, Public Act 139 of 1947). Such assistance has been agreed to in a verbal understanding between the two (2) agencies.
3. In light of the above it is agreed that when the body of a drowning victim is to be recovered from waters within the jurisdiction of the Grand Rapids Police Department and/or the Kent County Sheriff Department, those agencies shall be contacted first. If the Kent County Sheriff Marine Unit is not available with the necessary equipment to carry out the duties of body recovery, those agencies may request that Grand Rapids Fire Department personnel assigned to the River Rescue Unit be dispatched to provide the necessary equipment and/or personnel to assist with the recovery of the body of a drowning victim.
4. It is understood, however, that the River Rescue Unit shall not be utilized as the first and/or sole response unit when a known body of a drowning victim is to be recovered from waters under the jurisdiction of the Grand Rapids Police Department and/or Kent County Sheriff Department, and when other means of recovery are readily available to dispatch.
5. The above provides full and complete resolution to all matters raised in the above referenced grievance.

CITY OF GRAND RAPIDS

GRAND RAPIDS FIREFIGHTERS,
IAFF LOCAL 366

Mary Karcis
DATE 4-21-05

J. W. Smith
DATE 4-21-05

**ARTICLE 54. REJECTION, MODIFICATION, OR TERMINATION AFTER APPOINTMENT OF
A FINANCIAL MANAGER**

The terms of this Agreement are subject to rejection, modification, or termination pursuant to the provisions of the Local Financial Stability and Choice Act, PA 436 of 2012. This article shall automatically terminate should PA 436 of 2012 ever be repealed.

ARTICLE 55. TALENT RETENTION STIPEND

Any employees hired on or after January 10, 2012 shall receive a stipend in the amount of \$2000 pretax, annually to be used in a qualified retirement plan. For the purposes of this article "a qualified retirement plan" shall be a 457 deferred compensation.

APPENDIX A
CLASSIFICATION TITLE TABLE

Fire Lieutenant - Hazardous Materials Planner	198
Fire Captain - Prevention	200
Fire Fighter	201
Fire Equipment Operator	202
Fire Lieutenant	203
Fire Captain	204
Battalion Fire Chief	205
Deputy Fire Chief	206
Fire Chief - Training	207
Fire Captain - Training	208
Fire Prevention Inspector	210
Fire Marshal	211
Fire Captain - Building Maintenance	214
Fire Maintenance Electrician	215
Fire Captain - Fleet Maintenance	220
Assistant Fleet Maintenance Supervisor	463
Emergency Medical Services Coordinator	807
Certified Fire Instructor	810
Provisional Fire Instructor	811
Assistant Fire Instructor	812
Strategic Planning Officer	815
 <u>Historical Classification</u>	
Fire Investigator	209

APPENDIX B

FIRE BARGAINING UNIT EFFECTIVE AUGUST 13, 2019 SALARY SCHEDULE – 2.5% INCREASE

	Title Description	Range	Salary Steps				
			B	C	D	E	F
810	Certified Fire Instructor	08B					\$25.0000 HOURLY
811	Provisional Fire Instructor	09B					\$20.0000 HOURLY
812	Assistant Fire Instructor	10B					\$17.5000 HOURLY
201	Fire Fighter	01B	\$16.8413	\$19.7208	\$21.2312	\$22.7499	\$25.7300
		ED30	\$17.0226	\$19.9021	\$21.4125	\$22.9312	\$25.9113
		ED60	\$17.1133	\$19.9928	\$21.5032	\$23.0219	\$26.0020
			\$46,444	\$54,386	\$58,551	\$62,739	\$70,958
215	Fire Maintenance Electrician	01BB	\$24.1304	\$26.1465	\$28.1494	\$30.1631	\$34.1143
		ED30	\$24.3708	\$26.3869	\$28.3898	\$30.4035	\$34.3547
		ED60	\$24.4910	\$26.5071	\$28.5100	\$30.5237	\$34.4749
			\$50,191	\$54,385	\$58,551	\$62,739	\$70,958
202	Fire Equipment Operator	02B					\$27.3631 \$27.5444 \$27.6351 \$75,461
198	Fire Lieutenant - Hazardous Materials Planner	03B					\$29.5933 \$29.7746 \$29.8663 \$81,612
203	Fire Lieutenant	03B					\$29.5933 \$29.7746 \$29.8663 \$81,612
819	Fire Lieutenant - Training	03B					\$29.5933 \$29.7746 \$29.8663 \$81,612

463	Assistant Fleet Maintenance Supervisor	03BB	\$36.2797	\$39.2362
			\$36.5201	\$39.4766
			\$36.6403	\$39.5968
			\$75,462	\$81,611
209	Fire Investigator	04B	\$40.4295	\$40.6699
			\$40.7901	\$84,093
807	Fire Captain - Emergency Medical Services Coordinator	05B	\$31.3924	\$31.5698
				\$31.6585
				\$86,573
200	Fire Captain - Prevention	05B	\$31.3924	\$31.5698
				\$31.6585
				\$86,573
204	Fire Captain	05B	\$31.3924	\$31.5698
				\$31.6585
				\$86,573
208	Fire Captain – Training	05B	\$31.3924	\$31.5698
				\$31.6585
				\$86,573
214	Fire Captain - Building Maintenance	05B	\$31.3924	\$31.5698
				\$31.6585
				\$86,573
220	Fire Captain - Fleet Maintenance	05B	\$31.3924	\$31.5698
				\$31.6585
				\$86,573
820	Fire Captain - Strategic Planning Officer	05B	\$31.3924	

			\$31,5698
			\$31,6585
			\$86,573
199	Fire Captain - Fleet/Facility Maintenance	11B	\$42,9906
			\$43,1680
			\$43,3512
			\$89,420
205	Battalion Fire Chief	06B	\$33,4578
			\$33,6391
			\$33,7298
			\$92,269
207	Fire Chief - Training	06B	\$33,4578
			\$33,6391
			\$33,7298
			\$92,269
211	Fire Marshal	06B	\$33,4578
			\$33,6391
			\$33,7298
			\$92,269
800	Assistant Fire Chief	12B	\$47,5537
			\$47,7941
			\$47,9143
			\$98,912

FIRE BARGAINING UNIT EFFECTIVE JULY 1, 2020 SALARY SCHEDULE – 2.5% INCREASE

	Title Description	Range	Salary Steps				
			B	C	D	E	F
810	Certified Fire Instructor	08B					\$25.0000 HOURLY
811	Provisional Fire Instructor	09B					\$20.0000 HOURLY
812	Assistant Fire Instructor	10B					\$17.5000 HOURLY
201	Fire Fighter	01B	\$17.2623	\$20.2139	\$21.7620	\$23.3186	\$26.3733
		ED30	\$17.4436	\$20.3952	\$21.9433	\$23.4999	\$26.5546
		ED60	\$17.5343	\$20.4859	\$22.0340	\$23.5906	\$26.6453
			\$47,606	\$55,745	\$60,015	\$64,307	\$72,731
215	Fire Maintenance Electrician	01BB	\$24.7336	\$26.8002	\$28.8532	\$30.9172	\$34.9672
		ED30	\$24.9740	\$27.0406	\$29.0936	\$31.1576	\$35.2076
		ED60	\$25.0942	\$27.1608	\$29.2138	\$31.2778	\$35.3278
			\$51,446	\$55,744	\$60,015	\$64,308	\$72,732
202	Fire Equipment Operator	02B					\$27.3631 \$27.5444 \$27.6351 \$75,461
198	Fire Lieutenant - Hazardous Materials Planner	03B					\$30.3331 \$30.5144 \$30.6061 \$83,652
203	Fire Lieutenant	03B					\$30.3331 \$30.5144 \$30.6061 \$83,652
210	Fire Lieutenant - Fire Prevention Inspector	03B					\$30.3331 \$30.5144 \$30.6061 \$83,652
815	Fire Lieutenant - Strategic Planning Officer	03B					\$30.3331

				\$30.5144
				\$30.6061
				\$83,652
818	Fire Lieutenant - Technology	03B		\$30.3331
				\$30.5144
				\$30.6061
				\$83,652
819	Fire Lieutenant - Training	03B		\$30.3331
				\$30.5144
				\$30.6061
				\$83,652
463	Assistant Fleet Maintenance Supervisor	03BB	\$37.1867	\$40.2171
			\$37.4271	\$40.4575
			\$37.5473	\$40.5777
			\$77,348	\$83,652
209	Fire Investigator	04B		\$41.4402
				\$41.6806
				\$41.8008
				\$86,196
807	Fire Captain - Emergency Medical Services Coordinator	05B		\$32.1772
				\$32.3546
				\$32.4433
				\$88,737
200	Fire Captain - Prevention	05B		\$32.1772
				\$32.3546
				\$32.4433
				\$88,737
204	Fire Captain	05B		\$32.1772
				\$32.3546
				\$32.4433
				\$88,737
208	Fire Captain – Training	05B		\$32.1772
				\$32.3546
				\$32.4433

			\$88,737
214	Fire Captain - Building Maintenance	05B	\$32.1772 \$32.3546 \$32.4433 \$88,737
220	Fire Captain - Fleet Maintenance	05B	\$32.1772 \$32.3546 \$32.4433 \$88,737
820	Fire Captain - Strategic Planning Officer	05B	\$32.1772 \$32.3546 \$32.4433 \$88,737
199	Fire Captain - Fleet/Facility Maintenance	11B	\$44.0654 \$44.2428 \$44.4260 \$91,656
205	Battalion Fire Chief	06B	\$34.2942 \$34.4755 \$34.5662 \$94,576
207	Fire Chief - Training	06B	\$34.2942 \$34.4755 \$34.5662 \$94,576
211	Fire Marshal	06B	\$34.2942 \$34.4755 \$34.5662 \$94,576
800	Assistant Fire Chief	12B	\$48.7425 \$48.9829 \$49.1031 \$101,384

FIRE BARGAINING UNIT EFFECTIVE JULY 1, 2021 SALARY SCHEDULE – 2.5% INCREASE

	Title Description	Range	Salary Steps				
			B	C	D	E	F
810	Certified Fire Instructor	08B					\$25.0000
							HOURLY
811	Provisional Fire Instructor	09B					\$20.0000
							HOURLY
812	Assistant Fire Instructor	10B					\$17.5000
							HOURLY
201	Fire Fighter	01B	\$17.6939	\$20.7192	\$22.3061	\$23.9016	\$27.0326
		ED30	\$17.8752	\$20.9005	\$22.4874	\$24.0829	\$27.2139
		ED60	\$17.9659	\$20.9912	\$22.5781	\$24.1736	\$27.3046
			\$48,796	\$57,139	\$61,515	\$65,915	\$74,550
215	Fire Maintenance Electrician	01BB	\$25.3520	\$27.4702	\$29.5745	\$31.6901	\$35.8413
		ED30	\$25.5924	\$27.7106	\$29.8149	\$31.9305	\$36.0817
		ED60	\$25.7126	\$27.8308	\$29.9351	\$32.0507	\$36.2019
			\$52,732	\$57,138	\$61,515	\$65,915	\$74,550
202	Fire Equipment Operator	02B					\$28.7483
							\$28.9296
							\$29.0203
							\$79,281
198	Fire Lieutenant - Hazardous Materials Planner	03B					\$31.0915
							\$31.2728
							\$31.3645
							\$85,743
203	Fire Lieutenant	03B					\$31.0915
							\$31.2728
							\$31.3645
							\$85,743
210	Fire Lieutenant - Fire Prevention Inspector	03B					\$31.0915
							\$31.2728
							\$31.3645
							\$85,743
815	Fire Lieutenant - Strategic Planning Officer	03B					\$31.0915

				\$31.2728
				\$31.3645
				\$85,743
818	Fire Lieutenant - Technology	03B		\$31.0915
				\$31.2728
				\$31.3645
				\$85,743
819	Fire Lieutenant - Training	03B		\$31.0915
				\$31.2728
				\$31.3645
				\$85,743
463	Assistant Fleet Maintenance Supervisor	03BB	\$38.1164	\$41.2225
			\$38.3568	\$41.4629
			\$38.4770	\$41.5831
			\$79,282	\$85,743
209	Fire Investigator	04B		\$42.4762
				\$42.7166
				\$42.8368
				\$88,351
807	Fire Captain - Emergency Medical Services Coordinator	05B		\$32.9816
				\$33.1590
				\$33.2477
				\$90,956
200	Fire Captain - Prevention	05B		\$32.9816
				\$33.1590
				\$33.2477
				\$90,956
204	Fire Captain	05B		\$32.9816
				\$33.1590
				\$33.2477
				\$90,956
208	Fire Captain – Training	05B		\$32.9816
				\$33.1590
				\$33.2477
				\$90,956

214	Fire Captain - Building Maintenance	05B	\$32,981.60 \$33,159.00 \$33,247.70 \$90,956.00
220	Fire Captain - Fleet Maintenance	05B	\$32,981.60 \$33,159.00 \$33,247.70 \$90,956.00
820	Fire Captain - Strategic Planning Officer	05B	\$32,981.60 \$33,159.00 \$33,247.70 \$90,956.00
199	Fire Captain - Fleet/Facility Maintenance	11B	\$45,167.00 \$45,344.40 \$45,527.60 \$93,947.00
205	Battalion Fire Chief	06B	\$35,151.60 \$35,332.90 \$35,423.60 \$96,940.00
207	Fire Chief - Training	06B	\$35,151.60 \$35,332.90 \$35,423.60 \$96,940.00
211	Fire Marshal	06B	\$35,151.60 \$35,332.90 \$35,423.60 \$96,940.00
800	Assistant Fire Chief	12B	\$49,961.10 \$50,201.50 \$50,321.70 \$103,919.00

APPENDIX C
KEY EMPLOYEE INCENTIVE PROGRAM: KEIP

A. **OVERVIEW**

Effective _____, 2016, any employee of the City of Grand Rapids ("City") who is a fire fighter ("fire employee") and a member of the City of Grand Rapids Police and Fire Retirement System ("Retirement System") may voluntarily elect to participate in the City of Grand Rapids Police and Fire Retirement System Key Employee Incentive Program ("KEIP") upon meeting the eligibility requirements. During KEIP participation, the individual ("KEIP Participant") continues with full employment status, and is considered an employee of the City, and an active member of the Union. A KEIP participant is not a retiree of the Retirement System.

As of the effective date of KEIP participation ("KEIP Date"), the dollar amount of the individual's monthly pension benefit shall be computed using the Retirement System provisions in effect on the KEIP Date ("KEIP Benefit"). Seventy-five percent (75%) of Participant's KEIP Benefit shall be credited monthly to the Participant's KEIP Account which shall be credited with interest. Upon separation of employment, the retiree shall begin to receive payment of the KEIP Benefit and distributions from the individual's KEIP Account as described herein.

The participant's KEIP Account shall be established and maintained within the Defined Benefit Plan of the Retirement System and managed by the Board of Trustees of the Grand Rapids Police and Fire Retirement System ("Pension Board"). The Participant is solely responsible for analyzing the tax consequences of participation in the KEIP.

B. **ELIGIBILITY**

Effective _____, 2016, any individual, on normal active duty (employees not currently performing regular standard fire fighter duties or are on limited or light duty, etc. are not eligible for the KEIP program), who is a fire employee and a member of the Retirement System and meet the following conditions: (1)attaining service retirement eligibility (as defined in the pension ordinance) with 10 or more years of credited service, and (2) maintain a minimum leave accrual balance of 100 hours (i.e. sick time, vacation, etc.) may voluntarily elect to participate in the KEIP. Eligibility for KEIP participation is conditioned upon maintaining the requirements provided for in the KEIP.

C. **PARTICIPATION**

An individual who wishes to participate in the KEIP, shall complete and sign such application form(s), as shall be required by the Pension Board, no less than 30 days, but no more than 90 days prior to the date of participation in the KEIP. The Pension Board and the City's Labor Relations Director shall review the application within a reasonable time period and shall make a determination as to the employee's eligibility for participation in the KEIP.

The maximum period for participation in the KEIP is five (5) years from the individual's KEIP Date. Once elected, KEIP Participation is **IRREVOCABLE**.

The individual must specifically elect: (1) the date that participation in the KEIP shall begin ("KEIP date"), and (2) the date that participation in the KEIP shall end ("KEIP End Date"). The KEIP Participation Period(s) (i.e., period between the KEIP Date and KEIP End Date) must be a minimum of one (1) year and be in increments of 6 months.

During the Participation Period, the KEIP Participant shall have a one-time option to extend the KEIP End Date; however, the KEIP End Date must be within the maximum participation period received by the Pension Board no less than 90 days prior to the expiration of the original KEIP End Date.

On the employee's effective KEIP Date, the individual shall become a KEIP Participant, and shall cease to accrue additional retirement benefits otherwise credited to active members of the Retirement System. The amount of credited service, benefit multiplier and final average salary shall be fixed as of the Participant's KEIP Date. Increases in compensation and accrual of additional service during the KEIP Participation will NOT be factored into the pension benefits of KEIP Participants. A Participant's KEIP Date only applies to the employee's retirement benefit provisions as provided herein and not to any other contractual benefits or retiree medical benefits in effect or accruing after a Participant's KEIP Date.

Except with regard to the retirement benefits expressly provided herein, KEIP Participants will continue to maintain full employment status with all rights and privileges afforded to employees in the respective Union, including, but not limited to, seniority, promotions, benefit/wage changes, vacation balances and scheduled of accumulation, union membership and representation, as well as, retirement system membership and Board representation.

A KEIP Participant may elect to participate in the City's Defined Contribution Plan, which does not include the Officer's Option established by Article 3 of this Chapter.

A KEIP Participant may elect to participant in any then currently offered 457 Plan.

A KEIP Participant shall retain the health benefits of an active employee; however, no further employee or employer contributions will be made to the employee's health savings account provided by the City and no additional service will be credited towards the individual's retiree health benefits provided by the City. Eligibility for dependent coverage for retirement health benefits will be determined at the individuals KEIP Date.

D. KEIP BENEFIT

The Participants KEIP benefit shall be the monthly retirement benefit to which the employee would have been entitled if the employee had separated from employment and retired on the KEIP Date. The calculation of the Participant's KEIP Benefit shall be based upon the Retirement System provisions in effect on the Participant's KEIP Date.

Under such rules and regulations as the Pension Board shall adopt, a KEIP Participant must submit, prior to the individual's KEIP Date, a written application to the Retirement System electing the KEIP Participant's form of retirement allowance as provided in Sections 1.246 and 1.247 of the Retirement System Ordinance. A Participant's KEIP Benefit election or option beneficiary designation shall not change,

The pension escalator waiting period shall begin upon the Participant's KEIP Date.

The purchase of service credit must be completed by the individual's KEIP Date.

E. KEIP ACCOUNTS

For each KEIP Participant, a KEIP Account shall be established in which seventy-five percent (75%) of the Participant's KEIP Benefit shall be credited on a monthly basis. The Participant's KEIP Account shall be credited with interest as provided herein.

All KEIP Accounts shall be maintained for the benefit of each KEIP Participant and will be managed by the Pension Board in the same manner as all Retirement System assets.

KEIP Interest for each KEIP Participant shall be at a fixed rate of 3.0% per annum and shall be credited on the average monthly KEIP Account balance during each twelve month period of KEIP participation ("KEIP Year").

By way of example: KEIP Participation begins January 1, 2017. If KEIP Benefit is \$4,000.00, \$3,000.00 will be credited monthly to the KEIP Account (i.e., 75% of \$4,000.00). After the completion of 12 months (i.e., December 31, 2017), the KEIP Account will have a total account balance of \$36,585.00 (\$36,000 in KEIP Benefits and \$585.00 in interest [based on 3.0% of the average monthly balance of \$19,500.00 (total month ending balances (\$234,000.00) divided by 12 months)]).

Interest will be prorated if the KEIP Participant commences or terminates participation during the KEIP year. Only complete months of KEIP Participation will be utilized for calculating interest on KEIP Account balances.

By way of example: KEIP Participation begins January 1, 2017 and ends March 31, 2018. If KEIP Benefit is \$4,000.00, \$3,000.00 will be credited monthly to the KEIP Account (i.e. 75% of \$4,000.00). After the completion of 15 months (i.e., March 31, 2018), the KEIP Account will have a total account balance of \$45,904.39 (\$45,000.00 in KEIP Year [based on 3.0% of the average monthly balance of \$42,585 (total month ending balances (\$127,755.00) divided by 3 months)]. [3.0% annual pro-rated interest amount calculated by taking average monthly balance multiplied by .03 divided by 12 and multiplied by number of months of participation in pro-rated KEIP Year].

Separation from employment prior to the individual's KEIP End Date shall result in an Early KEIP Participation Termination Adjustment as provided in Section H or the KEIP.

The Pension Board shall provide each KEIP Participant with a statement of the individual's KEIP Account.

The reference to individual KEIP Accounts shall be interpreted to refer to the accounting records of the Retirement System and not to the actual segregation of assets in the reserve funds of the Retirement System.

F. CONTRIBUTIONS

The employee's and employer's contributions to the Retirement System shall cease as of the Participants KEIP Date.

The wages and pay premiums for KEIP Participants shall not be included in the department all W-2 calculation (of additional compensation items) and for final average salary calculations.

The payroll of KEIP Participants will not be included in the covered compensation upon which regular City contributions to the Retirement System are based.

G. TERMINATION OF KEIP PARTICIPATION

1. Separation From Employment:

A KEIP Participant must separate from employment with the City of Grand Rapids upon the elected KEIP End Date. The election to participate in the KEIP is voluntary; however, an individual's application and election to participate in the KEIP shall constitute an irrevocable election to separate from employment and retire no later than the individual's effective KEIP End Date.

Upon separation of employment, the individual shall commence receipt of the monthly retirement benefit previously credited to the individual's KEIP Account (restored back to the full 100% of the value). Failure to separate from employment by the individual's KEIP End Date shall result in the forfeiture of the individual's monthly pension benefit otherwise payable to the individual's KEIP Account until separation from employment. The KEIP Account will continue to accrue interest during such a forfeiture period, pursuant to Section E of the KEIP. The foregoing statements shall not be interpreted as allowing the individual the option of continuing employment after the individual's KEIP End Date.

Separation from employment prior to the individuals KEIP End Date shall result in an Early KEIP Participation Termination Adjustment as provided in Section H of the KEIP.

2. Death During KEIP Participation

Upon the death of a KEIP Participant prior to the individual's KEIP End Date, the individual shall cease to be a KEIP Participant and the benefits payable from the Retirement System shall be determined as if the KEIP Participant had separated from service on the day prior to the individual's date of death. The KEIP Account shall be distributed in accordance with Section I of the KEIP.

3. Disability During KEIP Participation

In the event a KEIP Participant becomes totally and permanently physically or mentally incapacitated for duty in accordance with Section 1.252 of the Grand Rapids Police and Fire Pension Code "Pension Code", the individual shall cease to be a KEIP Participant and the benefits payable from the Retirement System shall be determined as if the KEIP

Participant and the benefits payable from the Retirement System shall be determined as if the KEIP Participant had separated from service on the day prior to the individual's effective date of disability.

Application and determination of disability shall be conducted in accordance with the Pension Code provisions; however, the Participant shall not be eligible for disability benefits from the Retirement System.

4. Change In Position During KEIP Participation

Light Duty: If a KEIP Participant is assigned a light duty position for a period(s) totaling 6 months within the prior year, a KEIP Participant must file an application with the Retirement System for a determination of disability. In the event the KEIP Participant is found to be totally and permanently physically or mentally incapacitated for duty in accordance with Section 1.252 of the Pension Code, the individual shall cease to be a KEIP Participant and the benefits payable from the Retirement System shall be determined as if the KEIP Participant had separated from service on the day prior to the individual's effective date of disability. KEIP Participation shall cease after an individual serves in a light duty position for a period of one year.

Application and determination of disability shall be conducted in accordance with the Retirement System Provisions; however, the Participant shall not be eligible for disability benefits from the Retirement Systems.

Promotion: In the event a KEIP Participant is promoted to another position covered by the Retirement System, KEIP Participation shall continue under the same terms and conditions as stated in the KEIP.

Termination: In the event a KEIP Participant is no longer a fire employee or who is terminated by the City; in accordance with the collective bargaining agreement, the individual shall cease to be a KEIP Participant and the benefits payable from the Retirement System shall be determined as if the KEIP Participant had separated from service on the day prior to the individual's effective date of separation. If a Participant is terminated, the Early KEIP Participation Termination Adjustment (H below) shall not apply, meaning the individual's KEIP Account shall not be reduced in any respect upon termination.

H. EARLY KEIP PARTICIPATION TERMINATION ADJUSTMENT

In the event a KEIP Participant separates from service prior to the individual's KEIP End Date, the individual's KEIP Account shall be reduced by one-half of one percent (.5%) for each full month (defined as 30 days) of service between the individual's date of separation from employment and the individual's KEIP End Date.

The account reduction indicated may be waived by the fire chief and labor relations in the event of an extreme or unusual circumstance, such as a family or health emergency, upon application to the fire chief and labor relations.

The Early KEIP Participation Termination Agreement will also not be applicable if the individual's separation from service is the result of the individual's death or disability, or for a leave authorized under the Family and Medical Leave Act of 1993 (as amended) or for any other humanitarian reasons as determined by the City's Labor Relations Manager.

I. DISTRIBUTION OF KEIP FUNDS

Upon termination of KEIP Participation, the total balance of the individual's KEIP Account will be transferred, unless otherwise elected, via a direct rollover to the individual's qualified Deferred Compensation Plan in accordance with the Pension Board's rollover procedures and the Internal Revenue Code. In the alternative, a KEIP Participant may elect to receive a total lump sum distribution of the KEIP Account value. The individual shall submit the distribution election to the Pension Board no later than thirty (30) days prior to termination of KEIP Participation.

In the event of the death of a KEIP Participant, the individual's designated beneficiary for the KEIP Account, may elect to receive a total lump sum distribution of the KEIP Account, or transfer the total balance of the individual's KEIP Account via a direct rollover to another qualified plan in accordance with the Pension Board's rollover procedures and the Internal Revenue Code. The individual shall submit the distribution election to the Pension Board no later than thirty (30) days after termination of KEIP Participation.

In the event there is no designated beneficiary for the KEIP Account, the KEIP Account balance shall be paid in a lump sum to the Participant's estate or legal representative.

J. LEGAL COMPLIANCE

The KEIP shall be construed and enforced under the laws of the State of Michigan and any applicable federal law, rule or regulation. The KEIP is intended to operate in accordance with Section 415 and other applicable regulations contained within the Internal Revenue Code of the United States ("IRC"). Any provision of the KEIP that is found by the Pension Board to be in conflict with an applicable provision of the law or the IRC is hereby declared null and void.

The KEIP Account shall be established as part of the Defined Benefit Plan of the Retirement System or such other plan as the Pension Board shall determine (i.e., IRC Section 415 (m) benefit plan).

APPENDIX D

IAFF Local 366 withdraws its proposal to include a stipend for being trained up to the level of EMT from Medical First Responder.

IAFF L366 reserves the right to bargain in the future, during the term of this contract or later, should the City implement a change in the level of service provided by members of L366; this includes but is not limited to increasing the department's EMS delivery license level with or without transport; such future bargaining to include but not be limited to changes in duties, licensure/certification requirements and costs, bonuses, etc.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this _____ day of _____, 2020.

WITNESSES:

CITY OF GRAND RAPIDS:

By _____
Rosalynn Bliss, Mayor

By _____
Joel Hondorp, City Clerk

Local 366 of the International
Association of Fire Fighters
(AFL-CIO)

By _____

By _____

By _____

By _____

By _____

By _____

By _____

By _____

By _____