

AGREEMENT BETWEEN THE  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS  
LOCAL 693

AND THE CITY OF ANN ARBOR

COMMENCING January 1, 2025  
CONCLUDING December 31, 2028

**TABLE OF CONTENTS**

AGREEMENT.....	4
PURPOSE AND INTENT.....	5
1. RECOGNITION – EMPLOYEES COVERED – SCOPE OF CONTRACT.....	6
2. MANAGEMENT RIGHTS.....	7
3. DISCRIMINATION.....	8
4. AID TO OTHER UNIONS.....	9
5. UNION MEMBERSHIP.....	10
6. UNION DUES, INITIATION FEES OR SERVICE CHARGE.....	11
7. UNION REPRESENTATION.....	13
8. PROBATIONARY AND TEMPORARY EMPLOYEES.....	14
9. SENIORITY.....	16
10. LOSS OF SENIORITY.....	17
11. COMMITTEES.....	18
12. GRIEVANCE PROCEDURE.....	20
13. SPECIAL CONFERENCES.....	23
14. DEPARTMENT RULES AND REGULATIONS.....	24
15. DISCIPLINE OR DISCHARGE.....	25
16. LAYOFFS AND RECALL PROCEDURE.....	27
17. WORK SCHEDULE.....	29
18. OVERTIME.....	32
19. EQUALIZATION OF OVERTIME.....	38
20. OPERATIONAL STAFFING.....	39
21. STATION DUTIES AND COMMUNITY ENGAGEMENT.....	42
22. PHYSICAL STANDARDS.....	43
23. LIGHT DUTY ASSIGNMENT.....	44
24. WORKERS COMPENSATION – ON-THE-JOB INJURY.....	45
25. PROMOTIONS.....	47
26. DAILY TEMPORARY ASSIGNMENTS.....	57
27. TEMPORARY TRANSFERS.....	60
28. VACANCIES.....	61
29. LEAVES OF ABSENCE.....	63
30. VACATION LEAVE AND COMPENSATORY TIME OFF.....	71
31. CODE DAYS.....	75
32. HOLIDAY PAY.....	76
33. PERSONAL LEAVE AND MENTAL HEALTH DAYS.....	77
34. TRAINING AND EDUCATION.....	78
35. FIRE PREVENTION BUREAU.....	80
36. ALLOWANCES.....	82
37. SPECIALTY TEAMS.....	83
38. MICHIGAN TASK FORCE 1 DEPLOYMENT.....	85
39. LONGEVITY PAY.....	87
40. SALARY SCHEDULE.....	88
41. WAGE PAYMENT.....	91
42. PERSONAL PROTECTIVE EQUIPMENT.....	92

43. PERSONAL ARTICLES DAMAGE.....	93
44. HOSPITALIZATION, DENTAL, OPTICAL.....	94
45. LIFE INSURANCE COVERAGE.....	98
46. RETIREMENT.....	100
47. MISCELLANEOUS.....	106
48. SUPPLEMENTAL AGREEMENTS.....	108
49. INDEMNIFICATION POLICY.....	109
50. SAVINGS.....	110
51. DURATION.....	111
52. FIRE RECRUITS.....	112
SIGNATURES.....	115
APPENDIX A – WAGE SCALES.....	116
APPENDIX B – HEALTH INSURANCE COST CONTAINMENT.....	118
APPENDIX C – PENSION.....	119
APPENDIX D – CLASS LIST.....	121
APPENDIX E – DENTAL PLAN BENEFITS.....	122
APPENDIX F – HEALTH CARE PLAN PROVISIONS.....	123
APPENDIX G – EYEMED VISION PLAN.....	124
APPENDIX H – JOB DESCRIPTIONS.....	125
APPENDIX I – INSPECTIONS.....	126
APPENDIX J – RHRA CREDITS.....	127
LETTER OF UNDERSTANDING – TRANSFER FROM ANOTHER CITY DEPT. ....	128
INDEX.....	129

## AGREEMENT

This Agreement Is entered into this ~~2<sup>nd</sup> day of March, 2020~~, (the date of ratification by Council) between The City of Ann Arbor (hereinafter referred to as the "Employer") and Local 693 of the International Association of Fire Fighters, AFL CIO (hereinafter referred to as the "Union"), and is in effect for the period of January 1, 2025 through December 31, 2028.

An emergency manager appointed to the City under the Local Government Financial Stability and Choice Act may reject, modify, or terminate this collective bargaining agreement, in all or in part, in accordance with and as provided in the Local Financial Stability and Choice Act. This clause is inserted into this document pursuant to MCL 423.215 (7)-(9). Should the Act be legislatively or judicially repealed, this provision will be null and void.

## PURPOSE AND INTENT

The general purpose of this agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, and employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

1. RECOGNITION - EMPLOYEES COVERED - SCOPE OF CONTRACT

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947 as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment in accordance with Section 11 of said act for the term of this agreement of all employees of the Employer included in the bargaining unit described below:

All Fire Department Personnel less the Fire Chief, the Assistant Chief(s), Emergency Manager, Emergency Management Coordinator, Emergency Management Specialist, Management Assistant, Safety Services Administrative Manager, and office clerical employees.

The provisions of this agreement shall apply to the relationship between the Employer, the employees of said bargaining unit, and said Union.

2. MANAGEMENT RIGHTS

The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the provisions of this agreement.

### 3. DISCRIMINATION

The City and Union are committed to providing every employee a workplace free from unlawful discrimination and harassment. No persons employed by the City shall be denied the enjoyment of his or her civil or political right or be discriminated against because of actual or perceived race, color, religion, national origin, sex, age, height, weight, condition of pregnancy, marital status, physical or mental limitation, source of income, family responsibilities, educational association, sexual orientation, gender identity or communicable disease status, or any other status protected by federal state or local law; nor shall the employer or its agents nor the union, its agents or members discriminate against any employee because of his/her membership or non-membership in the Union. As used herein, perceived, refers to the perception of the person who acts, and not to the perception of the person for or against whom the action is taken.

The Employer shall take steps to assure that employment assignments and promotions are given on an equal, nondiscriminatory basis. Membership in the Union shall be open to every employee in the bargaining unit covered by this contract on a nondiscriminatory basis.



4. AID TO OTHER UNIONS

The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

5. UNION MEMBERSHIP

A. Maintenance Of Membership

Employees covered by this agreement at the time it becomes effective and who are members of the Union at the time may continue membership in the Union. Employees covered by this agreement may become members of the Union during the life of this agreement. Employees who are or become members of the Union shall continue to tender the dues uniformly required as a condition of retaining membership through the payroll deductions as provided in the dues check-off subsection of Article 6 of this Agreement.

Members of the Union desiring to withdraw from Union membership may do so by giving notice to the Union and to the City Payroll Office. Such notice must be in writing and must be signed by the member.

B. Voluntary Service Fees

Employees covered by this agreement who are not members of the Union at the time it becomes effective may voluntarily pay an amount as established from time to time by the Union to the local union for the service and administration of this contract.

Employees covered by this agreement who are not members of the Union at the time they are hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this agreement may voluntarily pay an amount as established from time to time by the Union to the local union for the service and administration of this contract.

C. The Union shall indemnify and save the City harmless against any and all claims, demands, suits, or other forms of liability arising out of this Article, or Article 6.

6. UNION DUES, INITIATION FEES OR SERVICE CHARGE

A. Payment by Check Off

During the life of this agreement and in accordance with the terms of the form of Authorization of Payroll Deduction of dues hereinafter set forth, the Employer agrees to deduct a uniform amount as union membership dues levied in accordance with the Constitution and Bylaws of the Union from the pay of each employee who executes or has executed the following Authorization for Payroll Deduction Form. The employer shall likewise deduct voluntary service fees from the pay of employees who sign an authorization form provided by the Union for the deduction of such fees.

**APPLICATION AND DUES DEDUCTION AUTHORIZATION FORM**

**EMPLOYER: City of Ann Arbor, MI**

I, the undersigned, hereby make application for membership or reaffirm my membership in the I.A.F.F., Local 693, and when accepted into membership, do hereby agree to abide by its Constitution and Bylaws, and herewith designate the I.A.F.F., Local 693 as my sole collective bargaining agent. I further authorize my employer to deduct from my earnings all dues, initiation fees, and periodic assessments for which I am obligated, or shall become obligated by virtue of my membership in said Union, and to pay the same to I.A.F.F., Local 693, through its Secretary-Treasurer or any duly authorized representative of said Local Union. This authorization and direction shall be irrevocable for the period of one year from the date printed below. I agree and direct that this authorization and direction shall be automatically renewed thereafter and shall remain in full force and effect unless written notice of its revocation is given by me to my employer and I.A.F.F., Local 693, by registered mail, return receipt requested.

NAME (printed) \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE OF MEMBER

\_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

SOCIAL SECURITY NUMBER \_\_\_\_\_

DUES AMOUNT TO BE DEDUCTED REGULARLY \_\_\_\_\_ every \_\_\_\_\_

INITIATION FEE \_\_\_\_\_

ASSESSMENTS (as determined by the Union from time to time with simultaneous notice of the amount to the Employer and to me)

|

NOTE: The Union shall retain a copy of this document in its files.

**B. When Deductions Begin**

Check off deduction under a properly executed authorization for check off of dues or service charge forms shall become effective at the time that the authorization is signed by the employee and shall be deducted from the following pay and each pay thereafter. The pay period shall be bi weekly.

**C. Remittance of Dues to Financial Officer**

Deductions for any calendar month shall be remitted to the designated financial officer of the local union with: (1) a list for whom membership dues have been deducted; and (2) a list for whom service charges have been deducted, by the tenth (10th) day of the month following the payday that the dues and charges were deducted.

**D. Disputes Concerning Membership**

Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Union, and if not resolved, may be decided through the grievance procedure.

## 7. UNION REPRESENTATION

### A. Stewards

The principle of proportional representation (the number of stewards per employee) reflecting the increase and decrease in work force will be the basis for proper representation.

The Steward structure shall be as follows: (in the absence of the regular steward on duty, an alternate may be appointed by the Local President or Chief Steward.) There shall be a Chief Steward for the Union and the following stewards:

Shift #1 – One (1) Steward  
Shift #2 – One (1) Steward  
Shift #3 – One (1) Steward  
Administrative Personnel – One (1) Steward

### B. Seniority of Union Officials

Notwithstanding their position on the seniority list, the President, Vice President, Recording Secretary, Chief Steward, and Treasurer of the Local Union shall, in the event of a layoff only, be continued at all times provided they can perform any of the work available. Officers shall be permanent employees and shall have completed their one-year probationary period.

### C. Negotiating Committee

Up to a maximum of four Union members who engage in negotiating sessions with the City's management negotiating team or preparation sessions will be paid in compensatory time at the rate of one hour of compensatory time for one hour or fraction of an hour rounded up to the nearest half hour. This time will not be entered into the overtime card file. Other union members may participate in negotiations or preparation, but only a maximum of four will receive compensatory time.

8. PROBATIONARY AND TEMPORARY EMPLOYEES

- A. All members of the department shall be appointed first as probationary employees. No person shall be appointed as a regular employee until satisfactorily completing a probationary period. New permanent employees hired in the Unit shall be probationary employees throughout a one-year period from their date of hire.
- B. Probationary (newly hired employees) will be assigned to various stations during their probationary year. Once the probationary employee counts as staffing, the probationary employee will be assigned to fill any citywide vacancies. For the purposes of this article only, probationary employees will not count as staffing for the first ninety (90) days of employment.
  - a. A probationary employee must be assigned on an apparatus with an officer or acting officer. If due to apparatus fleet issues, there are not enough seat-belted positions at Station 1, a probationary employee may be sent to a sub-station during the first ninety (90) days.
- C. Probationary employees shall be evaluated and counseled daily by their assigned company officer during their entire probationary period when working in an operational capacity. Training or other non-operational days are excluded from daily evaluation. The evaluation form will be forwarded to the Training Officer.

At the end of three months a comprehensive evaluation will be done by the probationary employee's Lieutenant and / or Captain. Additional evaluations will be conducted at six (6) months, nine (9) months, and eleven (11) months until completion of probationary period.

- i. During the nine (9) month to twelve (12) month period of probation the employee must successfully complete the transport ambulance training program.
    - a. Current employees will be considered eligible for ambulance staffing.
- D. Approximately, thirty (30) days but no less than 14 days prior to completion of the probationary period one (1) year, the Training Officer shall make a written recommendation to the Fire Chief if the probationary employee should be terminated or moved to permanent employee status.
- E. In the event a probationary employee is on a non-paid status or on light duty restriction and is unable to carry out regular operational duties the probationary period will be extended by the number of 24-hour shifts missed. This extension applies equally if the non-paid status or on light duty restriction was the result of an on-duty or off-duty illness or injury.

- a. Example: if a probationary employee is on a non-paid status or on light duty restriction and misses five (5) 24-hour shifts, the probation period will be extended until the probationary employee works an additional five (5) 24-hour shifts.
- F. Seniority among probationary employees within the bargaining unit will be determined by the date of hire. In circumstances in which two or more members have the same date of hire, seniority will be determined by the date and time of application.
- G. Within two (2) weeks of an employee's successful completion of probation, the employee will be assigned to a non-bid position at the full discretion of the Fire Chief.
- H. A copy of any memorandum on the employee's job performance placed in the employee's personnel file shall be provided to employee. The employee shall have the right to discuss such memorandum with his/her immediate supervisor. After meeting with the supervisor, if the employee is of the opinion that the information contained in the memorandum is unwarranted, he/she shall have the right to discuss the matter with the Fire Chief.
- I. The union shall represent permanent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article 1 of this agreement, except employees discharged and disciplined for other than Union activity. Union representation for disciplined probationary employees shall not go beyond Step 3 of the grievance procedure.
- J. Temporary employees hired in the unit shall accumulate seniority on the basis of the months they serve in the bargaining unit. If temporary employees are hired as full time employees, the time served as a temporary employee will count as probationary time. If temporary employees are laid off, they shall be hired back on the basis of their total seniority in the bargaining unit. No employee in the bargaining unit shall be employed in the full time temporary or part time temporary position for a period greater than ten (10) consecutive months. If at the end of that time the person is still employed, that person shall become permanent or released from City employment and if so released, the temporary position shall be abolished and not be recreated for a period of at least one (1) year.

9. SENIORITY

- A. Departmental Seniority: shall be on a department wide basis based upon employees' seniority dates. Employees' seniority dates shall be the day one year prior to the day employees completed their probationary period. In the event an employee's probationary period is extended under the provisions of Article 8, his or her seniority date shall be the original date of hire once such employee has completed the probationary period.
- B. Seniority shall not be affected by the actual or perceived race, color, religion, national origin, sex, age, height, weight, condition of pregnancy, marital status, physical or mental limitation, source of income, family responsibilities, educational association, sexual orientation, gender identity or communicable disease status.
- C. Upon request the employer will provide an updated seniority list that will show the names, job titles, and departmental promotion dates of seniority.

D. Inter-City Department Transfer

In the event that an employee transfers out of the Department into another position within the City of Ann Arbor and then back into the Department, the employee's seniority date for purposes of layoffs, promotions and transfers shall be the date the employee transfers back in to the department. For purposes of benefits accruing to employees based upon length of service (e.g. vacation) the seniority date of employees transferring back into the department from another City Department will be computed as if the transfer had not occurred. In the event that two (2) or more employees have the same seniority date, the employee who applied for employment first shall have more seniority.

- E. While employees are on Worker's Compensation or medical leave due to physical or mental illness, or illness in their immediate family, such employees shall continue to accrue seniority.



10. LOSS OF SENIORITY

Employees Shall Lose Seniority For The Following Reasons Only:

- A. They quit city employment.
- B. They are discharged and the discharge is not reversed through the procedure set forth in this agreement.
- C. Non-suppression personnel are absent for four (4) consecutive working days without notifying the Employer. Platoon personnel are absent for two (2) consecutive working days without notifying the Employer. In proper cases, exceptions may be made with the consent of the Employer. After such absence, the Employer will send written notification to the employees at their last known address that they lost seniority, and their employment has been terminated. If the disposition made of any such case is not satisfactory to the employee, the matter may be referred to the grievance procedure.
- D. They fail to report back from a leave of absence at the designated time. In proper cases, exceptions may be made with the consent of the employer. After such absence, the Employer will send written notification to employees at their last known address via an overnight service (Fedex, UPS, etc.) that they have lost their seniority, and their employment has been terminated. If the disposition made of any such case is not satisfactory to the employee, the matter may be referred to the grievance procedure.
- E. An employee who was laid off is not recalled within a period of 60 months.

## 11. COMMITTEES

### Health and Safety Committee

- A. A Health and Safety Committee of Employees and Employer representatives is hereby established. This committee will include for the employees, one (1) representative from each shift, 1 person appointed by the President of Local 693, and two (2) employer representatives as designated by the Director Human Resources or the Chief, and shall meet at the request of either party during regular working hours, for the purpose of making recommendations to the employer.
- B. Off duty employees will be granted compensation time for time spent attending H & S committee meetings.
- C. Fire Department properties will be inspected by a County health department sanitarian annually and the sanitarian's report will be immediately forwarded to the City Administrator, the Fire Chief, and the Health and Safety Committee for their use. The recommendation contained in this report shall be implemented within sixty (60) days if at all possible. If recommendations are not implemented at the end of sixty (60) day period, the Chief shall have a report prepared as to the reason for this lack of implementation and the report shall be forwarded to the Director of Human Resources and the Health and Safety Committee.
- D. The City shall consider the personal safety of the employee in establishing operating procedures.
- E. The City shall continue at City expense a Hepatitis B inoculation program for those employees who wish to participate on a voluntary basis.

### Uniform Standards

The Uniform Standards shall be specified by a uniform committee consisting of not more than 5 bargaining unit members as appointed by the Local 693 President. The Uniform Standards shall be approved by the bargaining unit members and approved by Fire Chief. Suggestion for uniform changes shall be made to the uniform committee. If any changes to the Uniform Standards are made they shall go into effect on August 30. The Uniform Standards Handbook shall be made available to all members and shall be included on each bargaining unit member's flash drive.

### Joint Labor Management Team

The Union and the City may establish a labor management team for the purpose of discussing and making recommendations for long range planning, department policy, health and safety issues, major capital expenditures and operational issues.

The labor management team shall consist of eight (8) members, including four (4) employee labor representatives designated by the union and four (4) employee management representatives designated by the City Administrator. Labor representatives will include a member of the Executive Board of Local 693, as well as one individual from each of the three shifts. Management representatives will include the Fire Chief, and two other City selected management representatives.

The joint labor management team will meet on a quarterly basis. Either party may call a special meeting of the joint labor management team no more than once a month provided a minimum of 72 hours notice is given. By agreement of both parties, any joint labor management team meeting may be cancelled.

The labor management team is recognized as a function of the Fire Department. Off duty personnel will be compensated at one and one-half (1 1/2) times their straight time rate for any authorized team activity. Personnel who are on duty for a joint labor management team meeting will be provided Union leave from respective duties in order to prepare for the meeting and Administrative Leave to attend the scheduled meeting.

## 12. GRIEVANCE PROCEDURE

The purpose of this grievance procedure is to establish effective machinery for the fair, expeditious, and orderly adjustment of grievances. Grievances within the meaning of this procedure shall consist of all disputes about interpretations and applications of particular clauses of this agreement, and about alleged violations of this agreement. Other grievances not relating to this contract may be submitted and can be processed through Step 3 of this grievance procedure. Employees may file grievances only on their own behalf or a union steward or officer may file on behalf of the union or an aggrieved employee. Grievances must be filed within twenty-one (21) calendar days after the last event giving rise to the grievance. Grievances shall be presented as follows:

### A. Step 1

Employees may talk with their steward or their immediate commanding officer during their shift. The Steward and/or employee may then discuss the grievance with the officer and/or commanding officer in charge. Officers and/or commanding officers, upon receiving a grievance, shall have fourteen (14) calendar days in which to submit their answer orally. Officers and/or commanding officers shall consult with the chief before answering the grievance, unless the Chief is unavailable; in which case the officer and/or commanding officer will give an answer orally.

### B. Step 2

If the grievance is not satisfactorily disposed of, the aggrieved employee (a steward or union officer may be the aggrieved employee on behalf of the Union) shall submit it in the required written form to the Chief, within fourteen (14) calendar days. The Chief, or in the Chief's absence, a designated representative, shall make arrangements for a meeting to be held within (14) calendar days of the receipt of the appeal of the grievance. The meeting shall include the Chief or a representative of the Chief and the employee, the steward and/or union officer. The union representatives may meet for fifteen (15) minutes immediately prior to the joint meeting.

The Chief shall review the case and an answer shall be placed on the written form and presented to the employee and union representative within (14) calendar days after the scheduled meeting.

### C. Step 3

If the Chief's answer is unsatisfactory to the employee, there shall be a right to appeal to the Director, Human Resources. Appeals shall be presented to the office of the Human Resources by a representative of the Union within fourteen (14)

calendar days of the Chief's answer. The date and hour of such a presentation shall be endorsed upon the grievance form by Human Resources staff.

The Director, Human Resources, or an authorized representative, shall, make arrangements for a meeting to be held within fourteen (14) calendar days after the receipt of the appeal. Said meeting shall be attended by the Director of Human Resources or someone acting in the Director's capacity, and by the aggrieved employee's representative(s) of the union signing the grievance, and may also be attended by appropriate officials of the City and the Union. The Union representative(s) and the employee may meet for thirty minutes prior to the meeting.

The Chief Steward shall be allowed necessary time off with pay to investigate the nature and circumstances surrounding the grievance.

The Director Human Resources or someone acting in the Director's capacity shall, mail a written answer to the Union representative(s) signing the grievance and to the aggrieved employee within fourteen (14) calendar days after the meeting. In lieu of mailing an answer, at the Director of Human Resources' discretion, the grievance may be submitted to a member of the American Arbitration Association (who is agreeable to both parties). In such a case, the decision of the arbitrator shall be binding upon both parties.

#### D. Step 4

If an answer of the Director, Human Resources is unsatisfactory to the Union, and the Executive Board decides to take the matter to arbitration, the Union must notify the Director, Human Resources of its intention to appeal the grievance to arbitration within fourteen(14) calendar days after the decision has been received.

The grievance may be submitted to a mutually agreeable arbitrator. If the parties are unable to agree as to an arbitrator, the services of the American Arbitration Association shall be used in making a selection. Provided, however, submission to a mutually agreeable arbitrator or to the American Arbitration Association must be in writing within thirty (30) calendar days after the notice of appeal has been timely filed with the Director, Human Resources. The decision of the arbitrator shall be binding on both parties.

#### E. Cost of Arbitration

If a grievance is submitted to an arbitrator by the Director, Human Resources under Step 3, the City shall pay the arbitrator's fee. If a grievance is submitted to an arbitrator by an employee under Step 4, the City and the Union shall each pay one half of the arbitrator's fee. Unless mutually agreed by both parties, a court reporter shall be scheduled to transcribe the arbitration proceedings. Each party will pay one half the costs.

#### F. Power of Arbitrator

An arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this agreement, nor shall the arbitrator's discretion be substituted for that of responsibility or function of the Employer or the Union.

#### G. Time Limitation for Grievance Procedure

The aggrieved employee may appeal the decision of the officer to the Chief. The aggrieved employee may further appeal the decision of the Chief to the Director, Human Resources. In relation to such procedure, all appeals must be made within fourteen (14) calendar days after the decision has been given. If no appeal is taken within the time limit, the employee and/or Union shall be deemed to have accepted the decision. Conversely, if the time limitations are not fulfilled by the Chief in Step 2, or by the Director, Human Resources, at Step 3, then the matter shall be settled in the Union's favor. The time limits provided herein may be extended by mutual agreement.

#### H. Grievance Form

The City and the Union shall agree on a grievance form. Once such an agreement is reached, the form shall be prepared by the City and provided to the Union and employees as requested. This form shall be used in filing a grievance. The form shall be the property of the Employee filing the grievance.

13. SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Local President and the Employer, or its designated representative upon the request of either party. Such meetings shall be between one (1) or more representatives of the Employer and at least two (2), but not more than five (5) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time requested. Matters taken up in special conference shall be confined to those included in the agenda, unless both parties agree to include other items. The members of the Union attending such a conference shall receive their regular pay if then on duty. Such conferences may be attended by a representative of the International Union. (State Union).

#### 14. DEPARTMENT RULES AND REGULATIONS

The City retains the right to make reasonable modifications or amendments of work rules, and to adopt reasonable new work rules, but no modifications shall be made, and no such new work rules shall be adopted without prior written notice to the Union. For thirty (30) calendar days after such written notice, the Union shall have the right to discuss the work rules and provide input to the City if it so desires.

In the event an agreement on the work rules is not reached through this discussion, and the Union contends that any such work rule or amendment or modification is unreasonable, it may file a grievance.

In the event a grievance is filed by the Union, the grievance will automatically move to Step 3 of the Grievance process. If the Union does not file a grievance within seven (7) calendar days after the expiration of the 30-day discussion period, the matter shall be closed and the modification or new work rule will become effective. In the event the union grieves the reasonableness of the work rule, the City shall not implement the new work rule or modification of the existing work rule until the expedited grievance and/or arbitration is completed and the arbitrator has issued a decision. Furthermore, if modifications, amendments, or new work rules are proposed and are inconsistent with the existing contractual language, the existing contractual language shall supersede any proposed modification, amendment, or new work rule.

The Union and the City will agree to a list of five (5) arbitrators to hear matters related to the reasonableness of work rules. The arbitrator will be selected by lot from this list until an arbitrator who is able to conduct the hearing within sixty (60) days is found. The arbitration hearing must be concluded within sixty (60) days of the conclusion of the negotiation period and the arbitrator must render a decision within thirty (30) calendar days thereafter. Transcripts of the hearing will be permitted, although each party must arrange to have the transcript expedited so as not to delay the process. The parties may file briefs but briefs must be filed within fourteen (14) days of the close of the hearing.



15. DISCIPLINE OR DISCHARGE

Progressive Discipline

- A. The Employer agrees that it will not discipline or discharge employees without just cause.
- B. When an employee has engaged in conduct which could lead to discipline or discharge, the Chief, or in the Chief's absence, a designated representative who shall not be a member of the Fire Department bargaining unit will notify the employee of the events giving rise to possible disciplinary action.
- C. An initial investigation will be conducted by the Battalion Chief or acting Battalion Chief on shift. His/her findings will be submitted to the Assistant Chief who will determine if additional investigation may be required. Additional investigation may be conducted by Human Resources or Legal Department if necessary. At the completion of the investigation the Assistant Chief makes a recommendation to the Chief. The Chief shall meet with the employee within fourteen (14) calendar days of receipt of recommendation. The employee shall have the opportunity to meet with the Union Steward prior to meeting with the Chief or a designated representative and to have the steward present at the meeting with the Chief or the Chief's designated representative.
- D. If disciplinary action is taken, the employee and the Chief Steward will be notified in writing by the Chief. In the Chief's absence, written notification will be given by the Director of Human Resources or a designated representative, who shall not be a member of the Fire Department bargaining unit. Should the employee consider the discipline or discharge to be improper, the employee shall file a written grievance specifying the reasons therefore and proceed to Step 3 of the grievance procedure.
- E. In imposing a discharge or discipline on a current charge, the Employer will not base its decision upon any prior infractions of City or departmental rules which occurred more than two years previously nor discharge an employee, for falsification of an employment application after a period of two (2) years from the date of hire unless such a falsification is related to the current charges.
- F. Sunset File: Documents over 24 months old will be kept in separate folder in the personnel file and will not be used as the basis for further disciplinary action and/or employment decisions.
- G. If an employee is placed on disciplinary suspension or administrative leave, all overtime missed during the employee's time off will be recorded as worked on the equalization of overtime list.

## Absent without Leave and Late Discipline Procedures

- A. First AWOL/Late is noted as the first step in a two-year cycle. If the time missed is less than fifteen (15) minutes, no time is docked. If the time missed is fifteen (15) minutes or greater, the time missed shall be docked from the next pay.
- B. Second AWOL /Late is noted and the amount of time missed is docked from the next pay.
- C. Third AWOL /Late is noted and the amount of time missed is docked from the next pay.
- D. Fourth AWOL /Late is noted and the amount of time missed is docked from the next pay. No overtime\* may be worked for sixty (60) calendar days from the date of notification, or from the end of the last sixty (60) day period, whichever is later.
- E. Fifth AWOL /Late is noted and amount of time missed is docked from the next pay. No overtime\* may be worked for sixty (60) calendar days from the date of the notification, or from the end of the last sixty (60) day period, whichever is later. All overtime missed will be recorded as worked on the equalization of overtime list.
- F. Sixth AWOL /Late is noted and amount of time missed is docked from the next pay. No overtime\* may be worked for sixty (60) calendar days from the date of notification, or from the end of the last sixty (60) day period, whichever is later. All overtime missed will be recorded as worked on the equalization of overtime list.
- G. Seventh AWOL /Late is noted and amount of time missed is docked from the next pay. No overtime\* may be worked for sixty (60) calendar days from the date of the notification, or from the end of the last sixty (60) day period, whichever is later. All overtime missed will be recorded as worked on the equalization of overtime list. Employee will also be subject to mandatory counseling with the Fire Chief.
- H. Eighth AWOL/Late will result in discharge.

Each discipline step is based on a rolling two-year period. Emergency compensatory time may be granted for unusual circumstances at the discretion of the Battalion Chief with a written explanation forwarded to Administration for the files.

## 16. LAYOFFS AND RECALL PROCEDURE

### Layoffs

- A. The Employer may lay off a permanent employee when it is deemed necessary, by reason of shortage of work or funds, the abolition of the position, material change in the departmental organization, or for other related reasons which are outside the employee's control and which do not reflect discredit upon the service of the employee.
- B. If it becomes necessary to reduce the number of positions within a classification for any reason stated in (A) above, these reductions shall be made in the following order.
  - 1. Employees in their promotional probationary period in the inverse order of time spent in their position.
  - 2. If additional reductions are required or there are no probationary employees in affected classifications they shall be made by inverse order of seniority of the employees in the affected classifications as defined in Seniority Article.
- C. In circumstances other than those specified in subparagraph B, above, order of layoff of employees shall be made by inverse order of seniority as defined in Seniority Article.
- D. Employees affected by the reduction of the number of positions within a classification shall have the right to replace the least senior employee in any position in which they have served if they have more seniority than that least senior employee and if they remain qualified for the position. Employees who are replaced in this manner shall have the right to replace the least senior employee in any position in which they have served if they have more seniority than that least senior employee and if they remain qualified for the position.
- E. No probationary permanent employee shall be laid off from any position while any temporary employee is still employed.
- F. Notice of Layoff. The Chief shall give written notice to the Director of Human Resources and to the Employee and Union on any proposed layoff. Such notice shall state the reasons for the layoff and shall be submitted at least two (2) weeks before the effective date of the layoff.
- G. Contracting Work: No work will be contracted out by the City when it can be performed by employees of the bargaining unit, if such contract would cause a layoff.
- H. Any employee laid off from City employment will be offered the opportunity to receive a cash out payment for banked vacation, personal or compensatory time

at the time of the layoff. If the employee chooses not to take an immediate payout, his/her banks will be retained by the City for up to six (6) months and will be made available to the employee if he or she is recalled to work within that six month period. If the employee is not recalled within six (6) months, the payout of any accrued vacation, personal or compensatory time will be made at that time. The City will maintain a laid off employee's sick bank during the first 36 months of the layoff period. If the employee is recalled from layoff within 36 months, his/her sick leave bank will be restored. If the employee is not recalled within 36 months, his/her sick bank will be cancelled.

## Recall

- A. Recall Rights: Laid off employee will have recall rights for sixty (60) months from the effective date of the layoff. All employees on lay-off, with current recall rights, shall be recalled prior to any new person being offered employment in the bargaining unit.
- B. Recall Procedure: When the working force is increased after a layoff, employees will be recalled in the inverse order of the layoff. Notices of recall shall be sent to employees at their last known address by overnight delivery. Notice will also be copied to the Union. Employees, who fail to report for work within ten (10) calendar days from date of mailing of delivery of notice of recall, shall be considered to have voluntarily resigned. However, employees unable to report back to work within ten (10) calendar days of delivery of notice of recall because of sickness or injury and who report such fact to the Chief within ten (10) calendar days of receipt of notice of recall, shall be given preferential treatment when they have recovered and other jobs are available.
- C. A recalled employee must demonstrate that he/she has maintained any credentials or qualifications necessary for the position to which he/she is being recalled. The recall is contingent upon a successful completion of a pre-employment physical and a background check (including driver's license, criminal, and drug testing), as well as a skills assessment.
- D. If an employee holds a position (pursuant to the bid process) at the time of his/her layoff, the laid off employee will be able to maintain that position until the next bid process or for 90 days, whichever is longer, while on layoff. If the employee is recalled prior to the next bid period, or within 90 days, whichever is longer, he/she shall return to the bid position. If the employee is recalled after the specified period, he/she will return to a temporary position.
- E. Any employee not recalled after being laid off for a period of 60 months will be considered separated from the City and will receive notification via mail to last known address on file.

## 17. WORK SCHEDULE

It is recognized by the Union that scheduling work is a management right. It is recognized by the City that such scheduling must not be arbitrary or capricious.

- A. Normal hours for administrative employees shall be four (4) ten-hour shifts or five (5) eight-hour shifts as determined by the Chief provided, however, that before changing from one to the other, the Chief shall announce in writing thirty (30) days in advance of the specific changes to be made.
  - 1. Administrative employees may be eligible for an alternate work schedule with the Chief's approval, in accordance with Human Resources Policy #3.15. Requests for an alternate schedule should be made in writing to the Chief. Changes, if approved will be made in thirty (30) days, unless the Chief and the requesting employee agree upon a different time for implementing the change.
  - 2. Administrative employees may also adjust their hours within a workweek, with the Chief's approval. Any change in weekly schedule must be requested in advance and the hours worked must equal 40 in the week of the adjustment. For example, a 40 hour employee may, with advance approval, work 6 hours on Monday and make up the 2 hours missed by working 10 hours on Tuesday (with all other days in the week being 8 hour days). If the employee cannot make up the missed hours in the same workweek, he/she must take vacation, compensatory or personal time for the missed hours. There will be no banking of extra hours worked from one workweek to the next. Any hours worked over 40 in a workweek will be paid as overtime.
- B. Platoon personnel shall have a fifty-four (54) hour duty week consisting of twenty-four (24) hour shifts on a three-platoon basis on a 28 day cycle. Platoon personnel shifts shall start at 0700.
- C. Members may exchange workdays within the Department under the following conditions:
  - 1. All requests to exchange workdays shall be submitted to the Battalion Chief's office, through Telestaff.
  - 2. Any member of the department wishing to exchange workdays with another member, must fill out Department Trade Request Form (form 1-10), and submit to the Battalion Chief's office twenty-four (24) hours in advance of the shift exchange. In the event of documented extenuating circumstances, the Battalion Chief's office may accept exchange time requests less than twenty-four (24) hours in advance.
  - 3. The fire department will not assume any responsibility for any time lost to any member.

4. Should any trade of time cause a detriment to the fire department, in the opinion of the Battalion Chief, they will refuse to grant permission of the trade.
  5. Any member who is scheduled to work and makes arrangements to have another employee work on his/her behalf, is responsible to have the shift (hours) covered. If the time is not covered for any reason, the scheduled member will have the hours deducted from the time bank of the employee's choice.
- D. Personnel are considered relieved from duty when their relief personnel has on the uniform of the day.
- E. Members shall be allowed to utilize emergency relief time. Members shall be allowed one hour after 0700 hours to report for duty at their assignment for that day without penalty, provided an off going qualified shift member is willing to remain on duty until their arrival.
1. The Station Officer shall be immediately notified of any delay in relief, and also when the relief change is made. Any member who fails to report by 0800 hours shall be subject to the provisions of Article 15-AWOL/late.
  2. The station officer shall supervise the unit change procedure and be responsible for its proper operation. Under the supervision of the station officer, members may be released for duty at 0600 hours provided, that the oncoming member is ready for duty. If any additional leave time off is needed it must be requested through the Battalion Chief's office.
  3. If circumstances allow, officers shall relieve officers; driver operators shall relieve driver operators; firefighters shall relieve firefighters. Members in higher classifications shall not relieve members of lower rank unless the lower rank member is qualified to do the higher ranking job.
  4. Repayment of any relief time shall be sole responsibility of the members involved in the relief.
  5. Battalion Chiefs are authorized to remedy any abuse of this procedure with the right to deprive members of any and all privileges granted herein.
- F. The City and the Union agree to meet to discuss Article 17 during the term of the agreement, however neither the City or the Union will have the right to file for arbitration should an agreement not be reached at any future meeting(s) held pursuant to this subsection.
- G. Platoon personnel shall not work more than 72-hours continuous platoon / assigned shift work without a minimum of 12-hours off. This continuous work

includes trades or overtime. Efforts shall be provided to relieve personnel who are held-over 72-hours due to an extended incident as soon as practical.

This continuous work prohibition does not apply to specialty team trainings. Employees who have worked 72-hours continuous coming off shift at 0700 the day of a specialty team training may voluntarily elect to not attend the training. The employee will not receive any compensation for the training if the employee does not attend. However, the employee will receive “credit” for the training for purposes of annual team attendance requirements.

## 18. OVERTIME

### Overtime Procedures

- A. The Chief will be the determining authority on the necessity for overtime.
- B. Any time worked in excess of 212 hours in a 28 day cycle shall be considered overtime. For purposes of computing overtime, compensable hours (paid vacation, sick or compensatory time) shall be considered hours worked. All employees covered by this CBA shall be compensated for authorized overtime work in cash or compensatory time as follows: Employees may elect to be compensated in compensatory time for up to 200 hours each year. Once the employee has elected 200 hours of compensatory time in a calendar year, any additional hours of overtime worked will be compensated in cash or compensatory time as determined by the Chief. Overtime in the form of cash or compensatory time will be paid/granted at the rate of time and one-half.
- C. Pay for overtime will be paid in the pay period in which the overtime was earned or in the following pay period.
- D. Compensatory time cannot be transferred from one employee to another employee.
- E. An up-to-date record of compensatory time accumulated by each employee will be maintained by Payroll.
- F. Anyone working overtime in their regular position may split that time into comp time and/or pay by indicating appropriately in Telestaff.
- G. An employee shall not be required to work overtime throughout any scheduled vacation or code day period.
- H. Employees agreeing to work overtime shall be bound by the regular attendance procedure.
- I. Employees who are working one rank down while on overtime, will receive their regular rate of pay, which can be taken in compensatory time, or pay.
- J. Employees who are working more than one rank below their regular rank, will earn the rate of pay for the position in which they are working, which must be taken in pay. Payment in the form of compensatory time in this situation will not be allowed. This will not apply in call-back situations, forced overtime, or for scheduled University of Michigan events.
- K. No one will be charged hours on the Equalized Overtime list for refusing an overtime opportunity for working more than one rank down.



## Overtime Classifications

A. Holdover Overtime: When an employee needs to be held-over from their shift to all or part of the next shift.

4. There is a one-hour minimum paid overtime for holdover situations, which may be taken in pay or compensatory time.

2. Overtime holdover list eligibility

### **Personnel may be exempt from the holdover list if they:**

a. Are scheduled for Vacation Leave, Code, twenty-four (24) hours Compensation Time, twenty-four (24) hours Trade-Outs or Funeral Leave during their next duty day. If this time is cancelled and the employee should have been charged, they shall be charged the hours from the previous holdover.

b. Are conducting business for the Union or Pension Board during the twenty-four (24) hour period following their normal shift.

c. Are engaged in Union negotiations during the forty-eight (48) hour period following their normal shift.

d. Are scheduled to work at least four (4) hours during the forty-eight (48) hour period following their normal twenty-four (24) hour shift, including training.

e. Worked twenty-four (24) hours during the shift immediately preceding their shift.

f. Are not scheduled to be on duty past twenty-three (2300) hours on the day the list is compiled.

3. Inverse Seniority Overtime Holdover Procedures

a. The “Inverse Seniority Holdover” procedures shall be utilized when the need arises to fill unscheduled vacancies and when no other personnel are available on the normal holdover list under the provisions of Article 19-Equalization of Overtime.

b. If there are three (3) or fewer people available for overtime on the normal holdover list, the Captain or Acting Captain shall create an Inverse Seniority Holdover List, and notify all personnel on duty that an Inverse Seniority Holdover List has been established for the following duty day (shift).

- c. All personnel who will be on duty at 0630 hours on the following day will be placed on the Inverse Seniority Holdover List, unless they are:
    - i. Currently working on a “Trade-In”
    - ii. Currently working overtime
    - iii. Already scheduled to begin work at zero-seven hundred (0700) hours the following shift/calendar day,
    - iv. Immediately beginning a Funeral Leave.
    - v. Where the inverse holdover would result in working more than 48 continuous hours.
    - vi. Immediately beginning a twenty-four (24) vacation or twenty-four (24) compensation leave. This time cannot be cancelled if the employee was passed over for inverse.
  - d. These personnel will be listed by seniority, with the least senior person at the top of the list.
  - e. If no other personnel are available from the normal holdover list to fill a vacancy, personnel shall be held from the Inverse Seniority Holdover List using the least senior person on the list that is qualified to fill the vacancy.
  - f. Personnel being held under the Inverse Seniority system may not refuse a temporary promotion above their regular classification, if they are qualified and certified to fill the vacancy according to the “Driver/Operator Certification and Fire Officer Certification” list.
  - g. When personnel are held using the Inverse Seniority Holdover Procedures, the Battalion Chief shall make every attempt to call in other personnel for overtime to relieve those personnel who were held via the inverse Seniority Procedures, if those people request to be replaced.
  - h. The least senior person shall work the highest number of hours available; the next least senior person shall work the next highest number of hours, etc. until all hours are filled.
- B. Voluntarily Scheduled: Voluntarily scheduled overtime that is known by a Battalion Chief, Fire Marshal, Training Officer, Assistant Chief, or Fire Chief in which the duration of the overtime is known in advance.
- 1. There is no minimum time for voluntary scheduled overtime except for employees scheduled for court proceedings related to the Ann Arbor Fire Department will be paid for the total amount of time required with a minimum of two (2) hours of compensation, if the scheduled court proceedings are not during the employee’s regular shift.

2. All overtime known one (1) hour in advance will be considered voluntary scheduled overtime.
  3. Voluntary scheduled overtime shall be awarded via the equalized overtime provision.
  4. Voluntary scheduled overtime can be cancelled 12 hours prior to the start of the overtime shift. The employee will receive no compensation for overtime cancelled prior to the start of scheduled overtime.
  5. Planned events, such as those at the University of Michigan, known 30-days in advance will be communicated via the City of Ann Arbor email system for a 72 hour sign-up period for those employees not already scheduled to work. Opportunities shall be awarded by equalized overtime provision. If there are not enough volunteers, then the openings shall be offered to fire prevention and administrative staff. If there are still no employees willing to work voluntarily, the positions will be filled via inverse seniority. Planned event overtime is not charged on the overtime equalization list.
- C. Emergency Recall: Emergency, unscheduled overtime for a group of employees due to a specific departmental situation such as specialty team activation, mutual aid, local disaster declaration, structure fire, severe weather, power outage, etc.
1. An employee must physically report to a City of Ann Arbor fire station within ninety (90) minutes of notification to be eligible for emergency recall pay. Emergency recall personnel who report to a City of Ann Arbor fire station within ninety (90) minutes of recall will receive four (4) hours of overtime. Additional overtime will be paid in fifteen (15) minute increments for incidents lasting over four (4) hours.
  2. Emergency recall overtime can be taken as pay or compensatory time.
  3. If an employee reports to a City of Ann Arbor fire station within ninety (90) minutes but does not stay until completion of the incident, the employee will only receive overtime for actual hours worked. Only a Battalion Chief, Assistant Chief, or the fire Chief can release employees who responded to an emergency recall.
  4. If an employee's scheduled shift is within four (4) hours of the notification of the recall time, the employee will only receive overtime between the employee's arrival time and the employee's scheduled shift time.
  5. Mutual aid, automatic mutual aid, or dual response districts internal or external to the City of Ann Arbor do not require an emergency recall.

6. If administrative personnel are called back for an emergency response on an official City holiday, he/she will be paid at a double time rate for time worked. The holiday will be considered the twenty-four (24) hours of the holiday beginning at 0700 on the morning of the holiday and extending until 0700 of the day after the holiday.
- D. Fire Prevention On-Call Program: The fire prevention bureau on-call program shall be defined as an employee being available to be called back after regular working hours for a seven (7) calendar day period.
1. One (1) employee of the fire prevention bureau shall be designated as on-call for the purpose of conducting a fire investigation, reviewing an occupancy concern, or other urgent life safety issue.
  2. The on-call employee will be available by cell phone outside of regular working hours. When notified by Central Fire Dispatch or fire administration, the “on-call” personnel shall immediately notify Central Fire Dispatch or fire administration of their expected arrival time to the incident location.
  3. The on-call employee shall be paid an additional one (1) hour at straight time for each day worked.
  4. During the on-call period, the employee must be able to respond back to the City of Ann Arbor within one (1) hour of notification. Failure to respond back within one (1) hour of notification will result in forfeiture of that day’s one (1) hour straight time compensation.
  5. If the on-call employee calls in sick for all or part of their regularly scheduled work day, that on-call employee is ineligible for that day’s one (1) hour straight time compensation. Additionally, that employee is ineligible for overtime from a call back.
  6. If the scheduled on-call employee becomes unavailable for any portion of the seven (7) day period, the employee shall be responsible for notifying the Fire Marshal or an Assistant Fire Chief as soon as possible. If an employee’s scheduled shift is within four (4) hours of the recall time, the employee will only receive overtime between the employee’s arrival and their scheduled shift time.

## Compensatory Time

### A. Compensatory Time Bank Maximums

<b>Date of Hire</b>	<b>Compensatory Time Bank Maximum</b>
On or after July 1, 2005	420 hours
After January 1, 2001	500 hours
After July 1, 1982	750 plus comp bank amount as of January 1, 2001
	If comp bank amount on January 1, 2001 was less than 500 hours, the maximum is 1250 hours
	If comp bank goes below 500 hours, new maximum is 500 hours

### B. Compensatory Time Usage

The Employee will determine, subject to the approval of the Battalion Chief, when the employee's compensatory time shall be taken. For platoon personnel, all compensatory time must be taken in six (6) hour blocks with the first block being between 0700 and 1300. Additional six (6) hour blocks may be taken at the start of each hour starting at 1300.

### C. Compensatory Time Sell-Back

Each fiscal year, employees may sell back up to 215 hours of compensatory time. Each employee must notify payroll in writing by February 1, how many hours of compensatory time he/she intends to sell back. Payment will be made the last pay period of the fiscal year.

## 19. EQUALIZATION OF OVERTIME

The City recognizes the principle of equalization of overtime. Such equalization shall be accomplished on the following basis:

- A. Overtime shall be equalized within each separate division. Captains shall be responsible for the accuracy and fairness of the equalization system. Any errors committed by a Captain when administering the equalized overtime process may result in discipline. They shall notify the prospective employees eligible for overtime twelve (12) hours prior to the overtime period offered if possible. The procedure for holdover overtime will be to offer the longest time available to the first employee on the applicable list, the next longest time to the second employee on the list etc. What determines who is first on the list is the person with the least hours on the list. The holdover list ends at 0700. Personnel refusing the overtime offered shall have that amount of time added to their accounts on the equalization list. Should all personnel on the list be asked to holdover and refuse, then the inverse seniority holdover overtime procedures will be followed.
- B. An overtime file will be maintained on the basis of accumulative hours of overtime worked per employee. Accumulative overtime hours shall be based on overtime offered and/or worked. The list will be updated on a daily basis.
- C. Trades or compensatory time shall not be used by an employee to avoid being charged for overtime, except for an emergency leave.
- D. New employees that hire into the Department shall be charged with the maximum number of hours of overtime.
- E. Christmas Staffing: The City and the Union agree that to better insure adequate staffing on Christmas day those employees who work overtime on December 25 will not be charged for those hours worked on the list.
- F. Call back overtime, any extra duty paid at straight time and refusing to work overtime for a rank that is more than one rank below will not be charged on overtime equalization lists.

## 20. OPERATIONAL STAFFING

### A. Operational Positions

There shall be seven (7) officer promotional positions per shift (1 Battalion Chief, 1 Captain and 5 Lieutenants). This does not include permanently promoted officers who are working overtime in a non-officer assignment.

One (1) of the five (5) Lieutenants on each shift will be unassigned to a Station and shall be used to cover daily vacancies. (see Article 26)

During the reduction via attrition period to have five (5) Lieutenants, Lieutenants with prior bid assignments to Station 1 shall be unassigned and be used to cover daily vacancies as described above.

As long as there are five (5) operating stations there shall be a minimum of six (6) permanently promoted Driver / Operators per shift. Should the number of operating stations change, the City and the Union mutually agree to meet to discuss the Driver / Operator staffing level.

One (1) of the six (6) Driver Operators on each shift will be unassigned to a Station and shall be used to cover daily vacancies. This Driver Operator shall be cleared to drive all apparatus. This Driver Operator position shall maintain certification on all apparatus. (see Article 26)

### B. Daily Shift Staffing:

1. Stations with two (2) or more staffed suppression companies are to have a Captain working daily. This does not apply to a Stations where the second unit is a transport ambulance or basic life support non-transport unit with the exception of Station 1. Reserve apparatus, boats, or specialty team apparatus do not count for "staffed companies."
2. If fewer than six (6) Driver/Operators report for duty on any given shift, and there is not an operational need for six (6) Driver/Operators, then staffing shall remain at the number of reporting Driver/Operators, as long as there are five (5) operating stations.

C. Apparatus Staffing:

The following chart specifies the minimum staffing for in service vehicles.

	Officer	Driver Operator	Firefighter
Fire Suppression: Tower Company, Ladder Company	1	1	1
Fire Suppression: Engine Company, High-Rise Company, Squad Company	1	1	1
Heavy Rescue	1	1	1
Transport Ambulance			2
Basic life support non-transport unit			2
Fire Suppression: Tiller Ladder Company *If a second fire suppression company is staffed out of Station 1, tiller staffing will be reduced to (1) officer and two (2) driver / operators.	1	2	1

D. Transport Ambulance:

Transport ambulances shall be staffed with firefighters. Firefighters shall be assigned based upon individual hours actually worked on a transport ambulance. The on-duty Firefighters, regardless of shift bid or non-bid assignment, with the lowest worked hours on a transport ambulance as of forty-eight (48) hours prior to the beginning of the shift shall be assigned to the transport ambulance for the entire shift. Hours worked as “working higher class” as a Driver / Operator or as an officer shall count towards hours worked on the ambulance. Administrative time, training, education, specialty team training or functions, and / or union time shall not count towards hours worked on the ambulance. Any leave time shall not count towards hours worked on an ambulance.

If an employee is working a trade for another employee, the ambulance worked hours will be based upon the employee whose assigned shift is being worked, not the “trade-in” employee. The transport ambulance rate / premium will be paid to the employee who was working the “trade-in” shift. The hours worked shall be added to the employee who was regularly scheduled to work.



Example: Firefighter 1, shift 1, is working a “trade-in” for Firefighter 2, shift 2. Firefighter 2 has the lowest ambulance hours on shift 2, so Firefighter 1 will be assigned to the ambulance. The 24-hours of ambulance worked time will be credited to Firefighter 2. However, Firefighter 1 will receive the stipend.

Upon a Firefighter coming off probation, that Firefighter coming of probation shall be assigned the same hours as the non-probationary Firefighter with the lowest hours.

When inverse seniority is needed for forced overtime, firefighter lowest seniority, not total ambulance hours, shall be used for the staffing of transport units.

A firefighter may choose to work the transport ambulance if they notify the on-duty battalion chief by 0800 hours the shift day before. If multiple firefighters volunteer it will be awarded by seniority. Hours will be added to that employees equalized ambulance hours.

Example: Firefighter 1 on shift 1 wants to work the ambulance on Firefighter 1's next shift 1 day, they must notify the on-duty battalion chief by 0800 on the prior shift 1 day. If shift 1 is working a Monday then a Thursday, this notification must occur by 0800 on that Monday.

The Station 1 Captain shall be responsible for tracking these hours. When a firefighter comes off of probation, they will be assigned to same hours as the lowest non-probationary Firefighter.

## 21. STATION DUTIES AND COMMUNITY ENGAGEMENT

### A. STATION DUTIES

Employees may be required to perform daily routine work in connection with maintaining the building in which they are stationed and the grounds on which such building is located. For purposes of this article, such work shall not include painting, carpentry, masonry, electrical work, plumbing, roofing, heating work, glasswork or floor covering.

Employees will perform maintenance, training, and cleaning/housekeeping Monday through Saturday (except contractual holidays) from 8:00 am through 5:00 pm, with a 90-minute lunch break commencing between 11:00 and noon.

The City may host a training involving on-duty employees, where a 90-minute lunch break is not conducive for completion of the training. If the City provides lunch to the employees during training, the 90-minute lunch break shall not occur. Employees will be afforded a minimum sixty (60) minute lunch break when lunch is provided.

### B. COMMUNITY ENGAGEMENT

Community engagement and public education is mutually beneficial to both the Union and the City. The City shall strive to schedule community engagement or public education activities seven calendar days in advance. Suppression crews are expected to participate in community engagement or public education activities periodically between 8:00 am and 8:00 pm. For activities lasting over two hours, rotation of crews will be offered. Relating to community engagement or public education activities, a 90-minute lunch break shall commence between 11:00 am and 1:00 pm. Relating to community engagement or public education activities, a 90-minute dinner break shall commence between 4:30 pm and 6:30 pm. On any calendar day, individual employees assigned to suppression shall not be required to spend more than four (4) total hours with community engagement or public education activities.

Examples of community engagement or public education activities include but are not limited to, Memorial Day Parade, 4<sup>th</sup> of July Parade, July 4<sup>th</sup> Spray Park, Safety Town, Ann Arbor Art Fairs, neighborhood block parties, church picnics, school/daycare presentations, station tours, Kerrytown Kindfest, University of Michigan Trauma Burn picnic, Halloween in the neighborhoods, Ann Arbor Public Safety Open House, Ann Arbor Citizens Police, Fire & Courts Academy, Ann Arbor Citizens Academy, Scout Merit Badge Day, and fire station open houses.

## 22. PHYSICAL STANDARDS

### **Fitness for Duty:**

If Management, in consultation with Human Resources, determines that an Employee may not be fit to perform his/her duties, based upon observations made on the job, the Employee will be sent to a physician of the City's choosing (at City cost) for a medical examination. The physician will document in writing, after review of the appropriate job description(s) whether the employee is fit to perform the duties of his/her position. If the physician determines that the Employee is not fit to perform the duties of his/her position, or that the Employee is subject to restrictions, the City's Benefit Supervisor will work with the Employee and management to determine if a light duty assignment is available with the restrictions. If there is not an appropriate light duty assignment or if the physician determines that the Employee cannot perform his/her duties, the Employee will be placed on leave of absence.

If the Employee disagrees with the result of the City physician's evaluation, the Employee may, at his/her own expense, obtain a medical examination from a qualified physician of his choice. If there is a conflict between the two physicians, then a third physician mutually agreed to by the Employee and the City, will examine the Employee at the City's expense. The results of the third examination will be final and binding on the Employee, the Union and the City.

### **Leave of Absence Resulting from Fitness for Duty Examination:**

An employee placed on medical leave under this article may, at his/her request, be granted a leave of absence not to exceed one year. Such leave will run concurrently with Family Medical Leave. City provided healthcare will continue throughout the leave, and the Employee will utilize his/her banked time during the leave.

If the Employee's banks are exhausted, the Employee will be maintained on an unpaid leave of absence up to the one year limit. Employee will maintain their seniority and will continue to accrue as long as they are in paid status.

At any time during the leave, the Employee may submit documentation from a physician that he or she is fit to return to duty. The City may, at its expense, have another examination conducted to verify those findings.

During the leave, or at the conclusion of the leave, the City or the Employee may pursue a disability retirement for the Employee under the provisions of the pension ordinance if he/she is not fit to perform the duties of his/her position.

The Americans with Disabilities Act will be followed in connection with any restrictions placed upon the Employee in connection with his/her ability to perform the essential functions of his/her position.

23. LIGHT DUTY ASSIGNMENT

Light duty, i.e., those duties normally performed by Fire Department employees shall be provided for those employees who incur a work related injury or illness and who are unable to carry out regular fire fighting duties.

The Benefits Supervisor will review the medical restrictions and may recommend a light duty assignment to Fire Department administration for non-ADA (Americans with Disabilities Act) qualified, non-duty related injury or illness. The employee shall be compensated at his or her existing annual salary.

Light duty work will be offered to employees who have a non-work related injury or illness (including pregnancy) as available. Light duty work may be in the Fire Department or in some other City Department.

24. WORKER'S COMPENSATION - ON-THE-JOB INJURY

- A. Each employee will be covered by the applicable Worker's Compensation Law.
- B. The employer further agrees that employees whose absence from work is due to illness or injury arising out of and in the course of their employment with the City are eligible for Worker's Compensation. In addition to Worker's Compensation benefits, employees shall receive the difference between the Worker's Comp benefits and their net salary and all fringe benefits (except prorated food and clothing allowance) as of the date of injury (excluding overtime). This will begin the first actual day on which they are unable to work following the day of injury, and continuing thereafter for a maximum of three hundred and sixty-five (365) days. Net pay will be calculated as follows: employee's bi-weekly wage less Federal taxes, State taxes. The full amount of the pension withholding on their normal salary shall continue and be credited to each employee's annuity account. The supplemental amount shall not increase because of a change in the employee's W-4 form without the approval of the City Administrator. Employees' take home supplement will equal the difference between their net pay as calculated above and their bi-weekly Worker's Compensation payments. For the computation of pension withholding and final average compensation for retirement calculation, the employee's regular bi-weekly salary will be used instead of the actual supplemental amounts paid. For periods of less than two (2) weeks, the amounts will be prorated. The City and the employee will bear the necessary cost to make the pension contribution the same as if the employee were working. Following the 365th day, an employee's health and ability to perform work for the City shall be reviewed. Employees able to return to their original position shall do so.
- C. Thereafter, employees injured on the job and eligible for Worker's Compensation, shall, in addition to Worker's Compensation benefits, receive 70% of the difference between the Worker's Compensation benefits and their City salary and all fringe benefits (except prorated food and clothing allowance) as of the 365th day following said injury (excluding overtime) until such time as the employees either receive a duty disability pension or are able to return to their original position or another open classification. During this period of time, the employees' salary and all fringe benefits (except prorated food and clothing allowance) shall be in accordance with the pay schedules set forth in existing contract with regard to seniority and all scheduled pay raises, except that the employees will not receive longevity or merit increases until they return to work. Employees may use a pro-rata amount of banked time to bring their pay to full net pay.

Employees who are not able to return to their position, but are able to perform work in another open classification, shall be offered a position in that classification and their pay shall either be commensurate with the salary or wage grade for that position, or 70% of the salary or wage grade of their original classification or position whichever is higher.

- D. The following rules apply to employees who are released to full duty or limited duty, but who require additional medical treatment.

The treatment must meet the criteria below to be considered an official workers' compensation medical treatment. Any questions regarding whether a treatment is considered approved should be directed to the Employee Benefits Supervisor.

- Initial Treating Physician (if treated in ER), or
- Occupational Health Clinic (i.e., Concentra), or
- An official referral from the Occupational Health Clinic

There will be no overtime paid for follow-up medical treatment that meets the above criteria. Also any contractual call-back provisions are not applicable (i.e., there is no minimum guarantee of hours).

If treatment is necessary during the employee's normal shift, the employee will be released and will not be required to utilize sick time.

If the treatment is necessary during off shift hours, the employee will receive equivalent compensatory time at a straight rate that must be utilized during the one year period after the treatment occurred. The straight time comp time shall include travel time to and from the location necessary for follow up treatment.

The Employer maintains the flexibility to change the schedule of employee requiring follow up treatment when operationally necessary.

## 25. PROMOTIONS

### A. PROMOTIONAL VACANCY

The Fire Chief maintains management rights to fill vacant positions. When the Fire Chief's decision is made to fill a vacant position, the Fire Chief will send an email announcing the promotional vacancy.

Employees on the promotion list will have ten (10) calendar days to respond if they are interested the position. If an employee does not submit interest, the employee will maintain the employee's position on the promotional list.

The Fire Chief may fill the posting within three (3) days if the first employee on the list submits interest or if the Fire Chief confirms via email that employees higher on the list are not interested.

Within three (3) days of the posting, an employee in a higher rank may take a lower rank position if the employee previously held the lower rank, e.g., a Lieutenant demotes to Driver / Operator. The employee will be considered demoted from the high rank position and will need to meet the promotional process listed in this article.

To be eligible to promote, the applicant must also meet the physical requirements for the position.

For Training Officer, EMS Officer, Fire Marshal and Public Education Officer, promotion shall be made by the Fire Chief choosing from the highest three seniority applicants who qualify for the applicable promotion list.

Promotion for other positions shall be made in order of seniority off the eligibility lists.

If after the ten (10) day posting no employee on the promotional list has expressed interest, the following process shall be used to fill the vacancy. This process shall also be utilized if there are no employees on the promotional list.

1. Employees on the promotional list will be given the option to take the position in order of inverse seniority. Employees will be given three (3) days to respond; lack of response will be considered refusal. If an employee does not take the position, the employee will be removed from the promotional list.
2. If the promotional list is exhausted without an employee taking the position, the position will be posted using the process outlined in Article 27. Temporary Transfers.

3. If no employee expresses voluntary interest, the Fire Chief is able to fill the position via an external candidate. This situation will supersede the language in Article 27, C. Procedure for Filling Vacancy, Section 4.
4. If an employee voluntarily accepts the temporary position, the position will remain filled in a temporary capacity for up to one year (365 days) unless an employee is placed on the promotional list. If after one year (365 days) from the temporary posting there is not an employee who accepts the position via regular promotional process by being on the promotional list, the fire chief is able to fill the position via an external candidate.
  - a. External candidates may only be hired to non-platoon positions. External candidates may not transfer out of the division that they were hired into.

## B. PROMOTIONAL TRIAL PERIOD

Employees who promote will have fourteen (14) calendar day trial period in the promotional position. During the fourteen (14) calendar day trial period, the employee maintains the opportunity to revert back to the employee's former classification and bid position.

If an employee is unsatisfactory in the new position and is returned to the employee's former classification and bid position by the Employer, notice and reason shall be submitted to the Union in writing by the Employer with a copy to the employee. The matter may then become a proper subject to begin at the second step of the grievance procedure.

If an employee reverts during the fourteen (14) calendar day, any other employee who had moved as a result of the promotion will revert back to his/her prior bid position.

During the trial period, employees will receive the rate of the job they are performing.

Employees promoted within the bargaining unit shall retain their same years of service step.

## C. MANAGEMENT OF PROMOTIONAL LISTS

Promotional lists will be dynamic documents that will be added to and removed from as employees are added or promoted to positions.

Except for employees who are on the Lieutenant list as of the signing of this amendment and not certified on the engines, the current promotional lists will be the starting point of this document.



When a current, Driver / Operator does not have an opportunity for a permanent bid position going into the third round of bids, the following may occur.

1. The Driver / Operator may bid on a firefighter position. If a Driver / Operator fails to achieve a Firefighter bid position, the employee shall be assigned a shift, station and code day by Administration.
2. The Driver / Operator will be demoted the time and day bid transfers go into effect.
3. The Driver / Operator will be placed back on the Driver / Operator promotional list upon their demotion to firefighter.

#### D. DURATION OF PROMOTIONAL LISTS

Due to the forced daily temporary assignment position provision outlined below, employees on the Driver / Operator, Lieutenant, Captain, and Battalion Chief promotional lists do not expire.

For all other promotional lists (non-suppression positions), the employee shall remain on the list for six (6) years from date of list posting. To extend the employee's time on the promotional list, should an employee retest and fail, the employee's status on the list would not be affected. Should the employee be successful on retest, the employee's six (6) years would reset.

#### E. REMOVAL FROM PROMOTIONAL LIST AND VOLUNTARY DEMOTION

Except for the duration outlined in section E (above), employees will remain on the promotion lists unless one of the following conditions are met:

1. Removed by Fire Chief for unsatisfactory performance or discipline.
2. Removed by Fire Chief for off duty personal conduct detrimental to the department.
3. Removed by Fire Chief for existing health condition(s) which results in the employee being declared unfit for promotion into the position by a mutually agreed upon third party physician selected by the City and Union.
4. If the employee refuses to work in a daily temporary assignment position of which they are on the promotional list for during their shift, if the daily temporary assignment is 12 hours or more. This includes Driver / Operator, Lieutenant, Captain, and Battalion Chief.
5. If a permanent promotional vacancy is posted and no one on the promotional list voluntarily accepts the promotion, the promotion will be

forced via inverse seniority of the employees on the promotional list. Refusing a forced permanent promotion requires removal from the list for one (1) year.

6. An employee may voluntarily demote from a position or remove oneself from a promotional list.

The employee may request to be added back to a promotional list after one year from the effective date of their demotion or removal.

Fire Administration may require parts of the professional development packet to be completed if new information has been changed or added since the employee completed their packet.

If the employee had not completed a professional development packet (the employee was on the list or promoted prior to this process being implemented), the employee will be required to successfully complete and pass the professional development process.

If the employee had been through the professional development process and Fire Administration required new information be reviewed, the employee will not have to interview but just demonstrate competency of the new material.

For items #1, #2, and #3 above, the Fire Chief shall submit written notice and reason to the Union and employee. The matter may then become a proper subject to begin at the second step of the grievance procedure.

## F. PROMOTIONAL PROCESS

The Employer welcomes feedback from the Union on ways to enhance the professional development packet, study promotional material, and oral interview process. The quantity of promotional material for processes from 2019-2022 shall serve as a basis for future processes. The City may switch out material, add material, or update material with newer versions. The City is also able to maintain alignment with the curriculum used by the Michigan Fire Fighters Training Council for fire officer certification courses. Standard operational procedures (SOP) in place November 1 or May 1 prior to a process may be used. The City maintains the right to update SOPs within this window. However, SOPs updated between November 1 or May 1 and the testing date will be excluded from the testing material.

1. Promotion to Driver / Operator
  - a. The Training Officer is responsible for certifying employees to drive and operate the apparatus. Certification is voluntary. Employees must complete the Driver / Operator packet provided and take a

practical test administered by the training division or someone appointed by the training division, with the approval of the Fire Chief. Once the test is complete, an employee is considered “certified”.

- b. Any employee off probation that is “certified” on an apparatus by the Training Officer may be voluntarily added to the Driver / Operator promotional list. Employees will be added to the list in order of seniority. This list will be used to determine permanent and daily temporary promotions for the position of Driver / Operator. All promotions from this list will be offered by seniority, and if needed, then forced by inverse order of seniority.
- c. Certified firefighters are not required to be on the list. Certified firefighters are still able to take daily temporary promotions after the list has been exhausted. Certified firefighters that are not on the list cannot be forced to take a promotion.
- d. Certifications will be apparatus type specific.

2. Promotion to Lieutenant, Captain, and Battalion Chief:

- a. An employee meeting the promotional requirements may contact fire administration to request a professional development packet for the position that the employee desires addition to the promotional list. Fire administration will meet with the employee along with appropriate supervisory personnel to explain the process and handout the packet within ten (10) City business days. The employee will have one (1) year from the date of this meeting to complete the packet.
- b. If an employee has had a packet for one year and has not completed it, the employee will be required to meet with fire administration to review what has been completed, what needs to be done over and information may be added or updated. The employee will be given one (1) ninety-day (90) extension. If the employee does not complete within this ninety-days (90), the employee is ineligible to be added to the Lieutenant, Captain, and Battalion Chief promotional lists for one (1) year. The employee may work higher class during this period. After the one (1) year, the employee has to start the process over.
- c. If there are eligible employees who have completed the professional development packet for Lieutenant, Captain, and Battalion Chief, fire administration will conduct an oral interview panel in both February and August on or between the first through the fifteenth of these months. Should there be no eligible employees by November 1 for the February panel or May 1 for the August panel that oral interview

panel for that specific rank will be cancelled. Within sixty (60) calendar days of the announcement, Human Resources will offer optional study sessions and mock interviews. At least one study session and mock interview will take place during each shift.

- d. There will be a standing list of promotional material for Lieutenant, Captain, and Battalion Chief at each fire station. One copy will be provided by the Employer to each station. Should a copy of the study promotional material disappear, the Employer is not required to replace. Promotional material may be updated as long as there is at least ninety (90) days prior to the next oral interview panel.
- e. The oral interview panel may consist of the Fire Chief, members of the bargaining unit currently serving in the position members of the bargaining unit who will supervise the position, Human Resources representation, Assistant Chief (s), and / or Assistant City Administrator.

The total number on the panel will not exceed five (5). The Fire Chief will determine the make-up of the panel for each rank.

- f. The oral interview panel will be graded on a pass/fail scale. Each question will be graded on a 0-5 point scale, and the candidate must achieve 60% of the total possible points ( $3/5 = 60\%$ ) to successfully pass the interview.

Example: Each single question will have six (6) possible points. Zero is included as a possible point. For a fifteen (15) question interview, there will be seventy-five (75) possible points. The candidate would need forty-five (45) total points to pass.  $45 / 75 = 60\%$

Individual question point scoring criteria

- 5 = outstanding
- 4 = more than satisfactory
- 3 = satisfactory
- 2 = less than satisfactory
- 1 = weak
- 0 = failed to answer question

- g. Interviews will take place at a location where they can be video recorded, and the recordings will be preserved and archived until the end of the appeal period (7 days from notification of the initial interview results).
- h. Announcements of scores for positions tested will be made within seven (7) calendar days of the interview for that position. Upon

scores being announced, a seven (7) calendar day appeal process will take place.

- i. If an employee passes the oral interview panel, the employee will be placed on the promotional list for that position in order of seniority.

3. Promotion to other positions (non-suppression):

- a. Promotions in all other positions (non-suppression) shall be based on an oral interview panel.
- b. By November 1 and May 1 preceding an expected oral interview panel, an announcement of the promotional process and copies of reading list materials that will be used during the interview component will be made available to the department. Within sixty (60) calendar days of the announcement, Human Resources will offer optional study sessions and mock interviews. At least one study session and mock interview will take place during each shift.
- c. The oral interview panel will occur annually in February and August on or between the first through the fifteenth of the month.
- d. The oral interview panel may consist of the Fire Chief, members of the bargaining unit currently serving in the position members of the bargaining unit who will supervise the position, Human Resources representation, Assistant Chief (s), and / or Assistant City Administrator. The total number on the panel will not exceed five (5). The Fire Chief will determine the make-up of the panel for each rank.
- e. The interview will be graded on a pass/fail scale. Each question will be graded on a 0-5 point scale, and the candidate must achieve 60% of the total possible points ( $3/5 = 60\%$ ) to successfully pass the interview.

Example: Each single question will have six (6) possible points. Zero is included as a possible point. For a fifteen (15) question interview, there will be seventy-five (75) possible points. The candidate would need forty-five (45) total points to pass.  $45 / 75 = 60\%$

Individual question point scoring criteria

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- f. Interviews will take place in a location where they can be video recorded, and the recordings will be preserved and archived until the end of the appeal period (7 days from notification of the initial interview results).
  - g. Announcements of scores for positions tested will be made within seven (7) calendar days of the interview for that position. Upon scores being announced, a seven (7) calendar day appeal process will take place.
  - h. If an employee passes the oral interview panel, the employee will be placed on the promotional list for that position in order of seniority.
4. Evaluations: The Department shall not release the scores of the various tests until the entire evaluation process is completed.
5. Specific requirements to test for promotion in each position are included in the chart at the end of this Article.

**G. PROMOTIONAL REQUIREMENTS**

The following requirements must be met in order to test and be promoted to the specified ranks. Classes must be recognized by the Michigan Fire Fighters Training Council:

<b>Position</b>	<b>Seniority Requirements</b>	<b>Michigan Fire Fighters Training Council Fire Officer Level Required</b>	<b>Additional Requirements</b>
Battalion Chief	10 years service in department or 5 years service in department with approved bachelor's degree	I and II	Must hold or have held the rank of Lieutenant or Captain

<b>Position</b>	<b>Seniority Requirements</b>	<b>Michigan Fire Fighters Training Council Fire Officer Level Required</b>	<b>Additional Requirements</b>
Fire Marshal	5 years service in department	None	<ul style="list-style-type: none"> <li>• Must hold or have held the rank of Inspector</li> <li>• NFPA Certified Fire Inspector I</li> <li>• NFPA Certified Fire Inspector II</li> <li>• NFPA Certified Fire Plan Examiner</li> <li>• National Fire Academy or Michigan State Police 80-hour Arson Course</li> </ul>
Training Officer	5 years in operations	I	<ul style="list-style-type: none"> <li>• Michigan Fire Fighters Training Council Fire Instructor I and II</li> <li>• Certified as Driver / Operator on all apparatus</li> </ul>
Assistant Fire Marshal	5 years service in department	None	<ul style="list-style-type: none"> <li>• Must hold or have held the rank of Inspector</li> <li>• NFPA Certified Fire Inspector I</li> <li>• NFPA Certified Fire Inspector II</li> <li>• NFPA Certified Fire Plan Examiner</li> <li>• National Fire Academy or Michigan State Police 80-hour Arson Course</li> </ul>
EMS Officer	Completion of Probation	I	
Logistics Officer	Completion of Probation	None	Certified as a Driver / Operator on all apparatus
Logistics Coordinator	Completion of Probation	None	
Fire Inspector	Completion of probation	None	
Driver / Operator	Completion of probation	None	Michigan Fire Fighters Training Council <ul style="list-style-type: none"> <li>• Pump Apparatus Operator</li> <li>• Drivers Training</li> </ul> For position at Station 1, must be certified on all apparatus. For

<b>Position</b>	<b>Seniority Requirements</b>	<b>Michigan Fire Fighters Training Council Fire Officer Level Required</b>	<b>Additional Requirements</b>
			other stations, must be certified on the apparatus that is open for assignment.
Lieutenant	3 years in operations	I	To test: must be engine certified and on the engine promotional list. To promote: must be certified and on the D/O promotional list as a driver/operator for the apparatus the Lieutenant will be assigned to.
Captain	5 years in operations	I and II	Must hold or have held the rank of Lieutenant or been on the current Lieutenant promotional list. Must be certified on the apparatus the Captain is assigned to.
Public Education Officer	3 years in operations	I and II	EMT license, and obtain CPR instructor certification within 12 months of promotion



## 26. DAILY TEMPORARY ASSIGNMENTS

### A. Assignment to a different station:

When suppression employees on regular duty do not work at their regularly assigned station, the following procedure will be used. This procedure will also apply to the cover Lieutenant and Cover Driver / Operator, as outlined in Section B below.

1. If the employee is at his/her regularly assigned station by 6:45 am, and is notified by 6:45 am to move to a different station, and the move is completed by 7:00 am: The employee will receive one hour of compensatory time. This compensatory time will not be entered on Telestaff.

If the assignment is at the same station, the employee worked their previous shift and the employee was notified via the fire department's scheduling platform prior to that employee leaving the same station on the prior shift, no compensation time or mileage will be provided.

Example: An employee is temporarily assigned to Station 3 for four (4) consecutive shifts. They will only be compensated for the first move of that consecutive period.

2. If the employee is not notified to move from his/her regularly assigned station to a different station until after 6:45 am, and uses his/her personal vehicle: The employee will be reimbursed for the mileage between the two stations at the current City rate once the total reimbursement has reached at least ten dollars (\$10.00). The reimbursement will be made in January and July for the preceding six months, and employees must receive reimbursement by direct deposit.
3. The City will provide a container to all employees for transporting and storage of gear from station to station.
4. The time will be determined by the Battalion Chief on duty.
5. Moves will be offered to eligible employees by seniority (high to low).
  - a. Example: There are 2 firefighters at Station 4 and one needs to move to fill another firefighter vacancy at Station 3. Those two firefighters are eligible to move based on seniority. Should the most senior firefighter deny the move, the lowest senior employee will move.
6. For any additional vacancies, moves will be done in inverse order of seniority for employees off of probation. Exceptions to this rule can be made for valid reasons (e.g. training).

B. Station 1:

The unassigned (cover) Lieutenant shall be used to fill an officer vacancy at a sub-station. If no officer vacancies exist in the City, then the unassigned (cover) Lieutenant will be assigned to fill any Driver / Operator or Firefighter vacancies. This does not include the transport ambulance. If no vacancies exist, the unassigned (cover) Lieutenant will be assigned to support the Battalion Chief

The unassigned (cover) Driver / Operator shall be used to fill a Driver / Operator vacancy. If no Driver / Operator vacancies exist in the City, then Driver / Operator shall be used to fill any firefighter vacancies by seniority. This does not include the transport ambulance.

C. Temporary Daily Acting Assignments / Promotions (Suppression)

Employees need to meet the qualifications listed in Article 25 to serve in a temporary acting assignment / promotion. Temporary acting assignments / promotions for the purpose of filling vacancies created by absences in the positions of Driver / Operator, Lieutenant, Captain, or Battalion Chief within the suppression division will be filled following the order below for each position.

1. The unassigned (cover) Driver / Operator and unassigned (cover) Lieutenant shall be used to fill any vacancies.
2. Employees on the open position's promotional list, who are on shift, in order of seniority – high to low.
3. Qualified employees on shift, in order of seniority – high to low.
4. Least senior employee from the open position's promotional list on shift.

D. Temporary Daily Assignment Station 1 Driver / Operator

If the daily minimum staffing is achieved and there is not a qualified Driver / Operator for a specific piece of apparatus at Station 1, a Driver / Operator on the shift with a bid or non-bid position at another station may voluntarily transfer to fill this vacancy at Station 1.

Example:

- Daily minimum staffing is 18 including the Battalion Chief.
- There are 18 personnel on duty (with or without use of overtime to achieve the daily minimum staffing).
- There are no Tower 1-1 certified Driver / Operators assigned to Station 1 on-duty.

- There is a certified Tower 1-1 Driver / Operator with a bid position at Engine 1-4 on-duty. The Driver / Operator from Engine 1-4 may voluntarily transfer to drive Tower 1-1 for the time needed.

E. Temporary Daily Assignments / Promotions (Non-Suppression)

The Chief will decide if and when temporary daily assignments/promotions will be made for the purposes of filling vacancies due to absences in divisions other than suppression. If the Chief decides that such vacancies should be filled, the procedure outlined below shall be utilized:

1. Qualified employee within that division on that position's promotional list on that shift, in order of seniority – high to low.
2. Qualified Employees within that division in order of seniority – high to low.

F. Pay for temporary assignments/promotions:

Employees shall receive the rate of pay for the position they are filling for all hours worked while filling such vacancy.

## 27. TEMPORARY TRANSFERS

When the Chief determines that there is a need for a temporary transfer from another division to fill an extended vacancy (greater than five (5) calendar days) in the Administration, Training, Mechanic, or Prevention Divisions, the following procedure will be followed:

- A. The temporary transfer position will be e-mailed to members. Anyone interested will have seven (7) calendar days from the e-mail notice to respond.
- B. Minimum qualifications for the position vacancy will be governed by the applicable provision of Promotions Article.
- C. Procedure for Filling Vacancy:
  1. Following the required posting, the most senior person on the applicable Certified Promotion List who applies for the temporary vacant position will be temporarily transferred.
  2. If no person from the applicable Certified Promotion List submits interest for the temporary vacant position, then the most senior person who submits interest and meets the promotional qualifications for the position (specified in Promotions Article 25) will be temporarily transferred.
  3. If no personnel meet the promotional qualifications for the temporary vacant position, then the most senior person expressing an interest in the temporary vacant position will be temporarily transferred.
  4. If no one expresses an interest in the temporary vacant position in response to the posting, the least senior employee who has completed probation and who the Fire Chief believes is able to fulfill the position will temporarily fill the vacant position.
- D. The temporary transfer will be limited to 180 calendar days.
- E. The temporarily transferred employee will retain his/her bid position for the period of the temporary transfer.
- F. The employee or management may request that the employee return to his/her former position with two (2) weeks written notice.
- G. During the temporary transfer period, employees will receive the rate of compensation and benefits for the position they are filling.
- H. All returning temporarily transferred employees shall be placed in the numbered position on the equalized overtime list that they were in prior to taking the temporary position by adjusting their hours accordingly.

28. VACANCIES

A. Vacancies occurring during the year will be filled by the Chief in the following manner:

1. First Step:

- a. Within division: An employee who wishes to transfer to a lower position which is vacant in the same division will have the option to do so. If more than one employee wishes to transfer to a lower open position, seniority will be the determining factor. No testing would be required (e.g. from Captain to Lieutenant) if the employee has held the position in the past and fulfills all requirements of the current job description. There shall be no two-month trial period for the employee exercising this option. This option may only be exercised once a year.
- b. Between divisions: An employee who wishes to transfer to a different division will return to the lowest ranking open position in the new division.

2. Second Step:

- a. The open position will be posted for promotion in accordance with Promotions Article.

B. Annual Bid Process – Voluntary Posting of Positions

1. Battalion Fire Chiefs shall administer the bid process. Any errors committed by the Battalion Fire Chief in administering the bid process may result in discipline.
2. Members currently holding a permanent position and wishing to voluntarily post their position may do so by submitting their requests in writing from December 10 through December 20.
3. Permanent openings will be posted on or about January 5 for ten (10) days. Two 10-day posting periods will follow. All postings will be completed by February 28.
4. Transfers will take effect between March 1 and March 15.
5. To be eligible to bid on a Driver/Operator position, a member shall be certified to operate the apparatus that they are bidding for, except that to be eligible to bid on a Driver/Operator position at Station 1, a member shall be certified to drive the engine and tower. The Driver Operators holding bid positions at Station 1 on the effective date of this contract (who do not have certifications on both engine and tower) will not be subject to this provision while they remain

- in their current bid positions. If they choose to bid on a different shift at Station 1, they will be required to be certified to drive the engine and the tower.
6. Positions in which personnel are temporarily assigned outside fire suppression, or former positions of personnel who are within their promotional probationary period shall not be considered open and will be filled daily according to Daily Temporary Assignment Article.
  7. Positions with no bid personnel after the three posting periods will be assigned by administration in the following order:
    - a. Firefighter positions:
      - i. Firefighters who have completed probation who do not have a bid position;
      - ii. The least senior firefighter off probation on shift;
      - iii. If multiple spots are open then the senior person shall pick their spot.
    - b. Driver Operator, Lieutenant, Captain and Battalion Chief Positions:
      - i. Personnel with no bid position;
      - ii. If multiple spots are open then the senior person shall pick their spot.
  8. Shift Balancing
    - a. If at the end of three posting periods there is a need to balance shifts, the following steps will be taken:
      - i. Firefighters who have completed probation who do not have a bid position will be moved to balance the shift.
      - ii. If there remains a need to balance the least senior firefighter with a bid position on shift who has completed probation will be moved to balance the shift.
    - b. With 30 days advanced written notice, the Chief will be allowed a maximum of two shift bid equalizations per calendar year if the disparity of 4 or more employees exists, and is caused by something other than temporary promotions, leaves of absence under the Family and Medical Leave Act (FMLA) or other approved leaves of absences, or when members are in a light duty status. Vacation and compensatory time approved prior to shift balancing, shall be honored.

## 29. LEAVES OF ABSENCE

### A. Emergency Personal Leave

The Chief may authorize an employee to be absent without pay for personal reasons for a period or periods not to exceed ten (10) working days in any calendar year.

### B. Special Leave of Absence

The Chief, in consultation with the City Administrator, may authorize special leave of absence with or without pay for any period or periods not to exceed three (3) calendar months in any one (1) calendar year for the following purposes: Attendance at college, university, or business school for the purpose of training in subjects related to work of the employee and which will benefit the employee and the City services; urgent personal business requiring employee's attention for an extended period such as settling estates; liquidating a business; attending court as a witness; running for a public or union elective position; and for purposes other than the above that are deemed beneficial to the City service.

### C. MEDICAL RELATED LEAVES: All medical leaves are concurrent with FMLA when its applicable under the regulations, as determined by management. While on FMLA for personal illness, an employee must utilize sick leave banks, but can retain up to 40 hours. Once sick leave is exhausted (down to 40 hours), the employee must use their banked time (vacation, comp or personal) until time is exhausted or FMLA is exhausted, whichever comes first. The employee may choose from which bank the time comes and may reserve up to 40 hours in each bank.

Once FMLA is exhausted, if an employee continues on a medical leave or a child birth/adoption leave, the employee can request to be paid out of any remaining banks (however, sick banks may only be used if there is supporting medical documentation of illness), or may choose to be unpaid. If an employee is unpaid, he/she will be responsible for COBRA payments to continue health insurance, and employee will not accrue pension time or paid time off during the period when unpaid.

### D. FMLA

An employee who, because of a serious health condition which makes the employee unable to perform his or her duties (other than illness or accident compensable under the Michigan Workers Compensation laws), or who has an immediate family member (spouse, other qualified adult, parent or children of the employee) with a serious health condition, or for the birth of a child, or the placement of a child for adoption or foster care, may be granted a leave of absence in accordance with the FMLA. The employee will provide the required

documentation and medical certification to the Benefits Supervisor. The Employer may request additional medical certification in accordance with the FMLA to substantiate the necessity for continued leave.

When an employee knows in advance that a leave of absence under this section will be requested, the employee is required to submit such requests no later than thirty (30) days prior to the start of the leave.

Employees granted Family Medical Leave will be afforded the opportunity to return to their former classification, with no loss of seniority, which shall continue to accrue during the leave.

A medical leave may be granted for a maximum of two (2) years, if approved by the benefits staff (2 years including any available FMLA) for an employee's personal illness, or up to one (1) year to care for an immediate family member. The employer may request additional medical certification at any time during the leave period to substantiate the necessity for continued leave. During the course of the leave, the employee will continue to accrue paid time off as long as he/she is receiving pay. When making a decision whether or not to approve a medical leave, the decision must not be arbitrary or capricious, and must take into account the employee's well-being.

When an employee knows in advance that a leave of absence will be requested, the employee is required to submit such requests no later than thirty (30) days prior to the start of the shift schedule during which the leave of absence will occur.

Leave for birth of a child or adoption/fostering of a child may be granted for up to one (1) year if requested. All such leaves are concurrent with and inclusive of any FMLA leave time.

Employees will accrue seniority during the child birth/adoption leave. Employees will have the option of utilizing paid parental leave in accordance with Human Resource Policy and Procedure 4.16, Paid Parental Leave. Disability caused by pregnancy shall be treated as any other temporary illness. Therefore, an employee must use available sick time or Paid Parental Leave while on pregnancy leave, while the employee is considered medically disabled (6 to 8 weeks). Employees shall be allowed to elect use of their vacation time, compensatory time, and personal time if sick time is not appropriate or available, once FMLA has been exhausted. While using any accrued banked time, an employee will continue to earn benefits in the same manner as benefits are earned for any other leave of absence. Total time to be allowed including FMLA, Paid Parental Leave, and use of accrued banked time shall not exceed one (1) year.

40-hour personnel or an employee who was 40-hour light duty assignment prior to the parental leave will follow the allotted hours as written in Human Resource Policy and Procedure 4.16.



Platoon personnel will be afforded the equivalent of 12 weeks (six hundred forty-eight (648) hours) to be used in accordance with Human Resource Policy and Procedure 4.16.

Light duty work will be offered to employees who have a non-work related injury or illness (including pregnancy) as available. Light duty work may be in the Fire Department or in some other City Department. The Benefits Supervisor will review the medical restrictions and may recommend a light duty assignment to Fire Department administration for non-ADA (Americans with Disabilities Act) qualified, non-duty related injury or illness. The employee shall be compensated at his or her existing annual salary.

Prior to returning from work from any medical leave, it is the employee's responsibility to contact the Benefits Team as soon as possible prior to the planned return to work date. Failure to promptly contact the Benefits Team may delay the employee's return to work. No employee may return to work from a medical leave without authorization from the Benefits Team.

- E. NON-MEDICAL LEAVES: Management must approve non-medical leaves. Management is also responsible for notifying the Benefits staff for coordination of benefit issues. While an employee is on a non-medical leave, he/she may utilize compensatory time, vacation time, or personal time, if approved. If an employee is unpaid, he/she will be responsible for COBRA payments to continue health insurance, and the employee will not accrue pension time or paid time off during the period when unpaid.

Prior to returning to work from any non-medical leave, the employee must contact an Assistant Chief to arrange a return to work date.

#### F. Jury Duty

Employees who serve on jury duty on a duty day will be paid their full check provided the pay from jury duty on a duty day is forwarded to the Payroll Department, when received. Jury duty pay received on non-duty days is the property of the employee. Leave for jury duty shall not be deducted from sick leave, vacation leave, or compensatory time.

Employees, who serve jury duty on a duty day, will return to work following their jury duty assignment or will utilize accrued time including vacation, comp or personal for the remainder of shift.

#### G. Elected Position

A permanent employee who has been elected or appointed to a public or union position will be granted a leave of absence without pay for a period not to exceed two (2) years.

#### H. Leave for Union Business

1. Officers and stewards of the Union shall be afforded reasonable time during regularly scheduled working hours without loss of pay to fulfill their Employer/Union responsibilities including processing grievances, administration and enforcement of this agreement.
2. Every two years (even numbered years), the Union will be granted 950 hours, with pay, to use over the course of the two-year period for purposes of attending conventions, conferences, or seminars relating to the administration of the collective bargaining agreement. The Union can determine which and how many of its members to send and can choose the events to which they will be sent, as long as the total time does not exceed the stated limits over the two year period. There will be no carryover of unused hours beyond the two-year limit, and at the beginning of each new two-year period, a new bank of 950 hours will be granted to the Union. Notice of the events and personnel attending, along with time to be missed must be submitted to the Chief at least 10 (calendar) days prior to the scheduled leave date, or in a shorter time frame in special circumstances with the Chief's approval.

#### I. Funeral Leave

Employees shall receive the benefits detailed in Human Resources Policy and Procedures 4.10 Funeral Leave. Platoon personnel shall be allowed up to forty-eight (48) hours off. 40-hour personnel shall be allowed forty (40) hours off.

#### J. Veterans

The reemployment rights of employees entering the active service of the Armed Forces of the United States shall be governed by the applicable state and/or federal statutes.

Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves of the United States for purposes of fulfilling their annual field training obligations and active duty. See Human Resources Policy and Procedure 4.8 for details regarding process.

## SICK LEAVE

When a 40-hour employee has been incapacitated for more than three (3) consecutive calendar days, he or she may be required to submit documentation from a health care provider to the Benefits Team certifying the medical necessity for the absence, expected date of return to work, and fitness to return to duty subject to the provisions of the Family and Medical Leave Act and the City's Family and Medical Leave Policy (4.5). Using sick leave on a Friday then a Monday is considered part of the three (3) consecutive calendar days.

When a platoon employee uses sick leave for more than two (2) consecutive shift days (48-hours), they may be required to submit documentation from a health care provider to the Benefits team certifying the medical necessity for the absence, expected date of return to work, and fitness to return to duty subject to the provisions of the Family and Medical Leave Act and the City's Family and Medical Leave Policy (4.5).

Reasonable suspicion that an employee may be abusing sick leave may result from observed suspicious activity on a day when the employee called in sick; or may be found if a review of sick leave usage reveals:

1. Pattern of use which results in extending scheduled days off, vacation or holidays.
2. Pattern of using sick leave on the same days of the week or following pay days.
3. Excessive sick leave usage over an extended period, e.g., "earn and burn" (use at such a rate as to never accumulate a reasonable balance.
4. Usage of sick leave after other paid time off requests have been denied.

### A. Administrative Personnel

Sick leave for non-fire fighting platoon personnel shall be accrued and granted as follows:

1. Each permanent bargaining unit member shall accrue sick leave of one (1) 10-hour workday with pay for each completed month of service. Permanent employees who render part-time services shall be entitled to sick leave for the time actually worked on a pro-rata basis to the rate granted full-time employees.
2. Unused sick leave may be accumulated in an unlimited amount.
3. In addition to compensation for absence due to sickness, the following shall apply:
  - a. Employees who die before retirement, or who retire (early or full retirement) from the City service and are entered on the retirement or pension role of the City, shall upon such death or retirement be paid for their unused sick leave credit at the time of death or retirement up to one hundred and twenty

(120) days, plus (if at 120 days), all of the unused sick leave days accumulated during the current calendar year. These days shall be computed on a ten (10) hour basis.

- b. Employees who have accumulated one hundred and twenty (120) or more work days of sick leave credit shall be paid at the end of each calendar year of employment with the City one-half ( $\frac{1}{2}$ ) of the unused sick leave credit earned in such year, and the other one-half ( $\frac{1}{2}$ ) shall be added to their accumulated sick leave credit.
4. Employees absent from work on contractual holidays, during sick leave, during vacation, while on workmen's compensation or on special leave of absence with pay, shall continue to accumulate sick leave at the regularly prescribed rate during such absences as though they were employed, subject to the maximum limitation herein provided.
5. An employee eligible for sick leave with pay may use such sick leave for purposes of illness, or, upon approval of the Chief, for absence due to exposure to contagious diseases which could be communicated to other employees, and due to illness in employee's immediate family which is limited to husbands, wives, children, and parents, and other household members.
6. Sick leave absences for a part of a day shall be charged based on actual work time missed.
7. Employees finding it necessary to be absent for any reason, shall cause the facts to be reported to their department sixty (60) minutes before the reporting time of the first working day of absence, and shall regularly report, unless hospitalized, sixty (60) minutes before each duty day thereafter unless a period of known illness is given. Sick leave shall not be granted unless such report has been made.
8. Where sick leave exceeds more than three (3) working days, a physician's statement may be required indicating the nature of the sickness, and attesting to the employee's ability to return to work.
9. Employees who have been asked to act as pallbearers may take sick leave to perform this service. Such use of sick leave is not to exceed one-half ( $\frac{1}{2}$ ) day.
10. Accumulated sick leave can be transferred from one employee to another employee with the approval of the Chief.

#### B. Platoon Personnel

Sick leave for firefighting platoon personnel shall be accrued and granted as follows:

1. Each permanent firefighting platoon employee shall be entitled to sick leave of one (1) duty day with pay for each completed month of service.
2. Unused sick leave may be accumulated in an unlimited amount.
3. In addition to compensation for absence due to sickness, the following shall apply:
  - a. Employees who die before retirement, or who retire (early or full retirement) from the City's service and are entered on the retirement or pension role of the City shall, upon such death or retirement, be paid for their unused sick leave credit at the time of death or retirement up to sixty (60) days, plus (if at sixty days), all of the unused sick leave days accumulated during the current calendar year.
  - b. Employees who have accumulated sixty (60) or more duty days of sick leave credit shall be paid at the end of each calendar year of employment with the City one-half ( $\frac{1}{2}$ ) of the unused sick leave credit earned in such year, and the other one-half ( $\frac{1}{2}$ ) shall be added to their unused sick leave credits.
4. The firefighting platoon employees shall retain the same sick leave benefits as Administrative Personnel, subsections 4, 5, 7, 8, 9 and 10.
5. If a fire fighting platoon employee leaves work sick, he/she shall be charged sick leave for the actual time missed.
6. Sick time for platoon employees must be taken in the following time blocks.

0700-1300 (6 hours)

0700-1900 (12 hours)

0700-2100 (14 hours)

1500-2100 (6 hours)

1500-0700 (16 hours)

1900-0700 (12 hours)

0700-0700 (24 hours)

7. A Firefighting platoon employee who becomes, through promotion or reassignment, a non-platoon employee, shall have his/her accumulated sick time doubled to be placed in line with other non-fire-fighting platoon personnel and his/her benefits shall be those listed in Sick Leave 40 Hour Personnel Article. The number of accumulated 24-hour days shall be multiplied by 2 and changed to ten-hour days.

### 30. VACATION LEAVE AND COMPENSATORY TIME OFF

A. Administrative Personnel shall accrue vacation as follows:

0-8 years of Service	140 hours per year	5.38 hours per pay period
More than 8 years of service, but less than 16 years of service	180 hours per year	6.92 hours per pay period
16 years or more of service	220 hours per year	8.46 hours per pay period

B. Platoon Personnel shall accrue vacation as follows:

0-8 years of Service	192 hours per year	7.38 hours per pay period
More than 8 years of service, but less than 16 years of service	240 hours per year	9.23 hours per pay period
16 years or more of service	288 hours per year	11.08 hours per pay period

C. Vacation Use

Administrative Personnel:

Those personnel who work an eight (8) hour or ten (10) hour duty day may take vacation or compensatory time off in 2-hour minimum time blocks if there are vacation slots available, and the request is approved by the supervisor.

Platoon Personnel:

Vacation or compensatory time must be taken in minimum six (6) hour blocks with the first block being between 0700 and 1300. Additional minimum six (6) hour blocks may be taken at the start of each hour starting at 1300. Once the employee uses vacation or compensatory time during a shift, the employee may extend that time for the remainder of the shift as long as there are available vacancies. Vacation or compensatory time must be used prior to 2300 hours or it must include the remainder of the shift until 0700 hours.

D. General

1. Personnel request their first vacation period. The Battalion Chief, based upon these requests, schedules vacation leave with particular regard to the seniority of employees and in accord with operating requirements.
2. After all personnel are scheduled for their first vacation period, those who want to have a second vacation period will make their requests and their period will be scheduled as in (1) above.

3. After those personnel are scheduled for their second vacation period, those who want to request subsequent vacation periods will make their requests and their periods will be scheduled as in (1) above.
4. The first vacation request must be made by March 15. The second request to be made by March 25. Other requests to be made and granted when available.
5. Absence on account of sickness, injury, or disability in excess of that authorized for such purposes may, at the request of the employee and within the discretion of the Battalion Chief, be charged against the employee's vacation leave allowance.
6. The Battalion Chief shall keep records of vacation leave allowance and shall schedule vacation leaves with particular regard to the seniority of employees, in accord with operating requirements, and insofar as possible, with the written request of the employees.
7. Personnel of the Fire Department shall accrue and be granted vacation leave as earned. The fiscal year for granting vacations on the bid system shall be April 1 through March 31.
8. No vacation leave will be granted unless formally requested and when working conditions permit. Vacations start at the end of the last regular workday.
9. At the time of separation through retirement, quit or death, employees shall be paid for their unused vacation leave up to a maximum of two (2) years plus all of the unused vacation leave accumulated during that current calendar year.
10. Employees terminated from the City employment shall not be paid for their unused vacation.
11. Vacation Anniversary Date is your City service date.
12. Accumulated vacation leave cannot be transferred from one employee to another employee.
13. Personnel requesting vacation on a day-to-day basis must call in their request sixty (60) minutes prior to the start of the shift of the duty day requested.
14. The City shall have the right to deny eligibility for vacation leave or compensatory time on any day when the maximum number of platoon personnel are already scheduled for and taking vacation leave or compensatory time on that day, as specified below:
  - a. Slots available for vacation, compensatory time, or code can be taken down to the established minimum daily staffing level. There will be five (5) slots guaranteed.



- i. The number of available employees on a shift will include those unable to work due to a recognized workers compensation injury or illness or on light duty due to a recognized workers compensation injury or illness.
  - ii. The number of available employees on a shift will not include those off on parental leave or those on restriction to a non-workers compensation injury or illness.
- b. If a vacation slot is made available by an individual who cancels a first or second round vacation pick, pursuant to Article 30, Section E 1, any prior requests (off of established waitlist, created from 1<sup>st</sup> and 2<sup>nd</sup> round vacation bids) for the cancelled vacation day may be granted, regardless if that slot was above the five (5) guaranteed slots for vacation, comp or code. This slot is not available for casual vacation use.
  - i. Example 1: Shift 2 was allotted six (6) slots on March 1 due to assigned staffing levels. The employee who cancelled his/her vacation was one of six slots for that time period. If anyone was on the waiting list for that vacation pick, the next employee in line will be granted.
  - ii. Example 2: Shift 1 was allotted six (6) slots on March 1 due to assigned staffing levels. The employee who cancelled his/her vacation was one of six (6) slots for that time period. No other employee had indicated this day as a preference for first or second bid, so this sixth position is eliminated, except for section c (below).
- c. Slots available for casual vacation or comp can be scheduled down to the established minimum daily staffing level no more than 28 days prior. There will be five (5) slots guaranteed.
- d. On the following City holidays: New Year's Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Eve, Christmas Day, and New Years Eve; the number of available slots as of March 1 for vacation, comp, or code, will be the number that takes staffing "one below" the Daily Minimum Staffing level, with six (6) slots guaranteed.
  - i. Example: On March 1, Shift 2 has 24 assigned personnel. On the listed holidays, after the six (6) guaranteed spots, one (1) additional slot can be filled during Vacation Bids, which takes the shift down to "one below" the minimum staffing level of 18.

- e. Cancelled vacation on these holidays will be handled in accordance with Section 14 c and d above.
- f. Slots for available casual vacation or comp can be scheduled down to “one below” the established minimum daily staffing level no more than 28 days prior. There will be six (6) slots guaranteed.

#### E. Vacation Cancellation Policy

1. An individual who wishes to cancel a first or second round vacation pick must request cancellation through Telestaff in order to cancel the approved time no less than thirty calendar days before the vacation was scheduled to begin. No time is to be considered canceled until the employee is so notified by the duty Battalion Chief. The Battalion Chief shall recontact the requesting party within two shift days concerning the disposition of the cancellation request.
2. If the time the individual wishes to cancel is part of a individual’s first or second round vacation pick, no time in the middle of the time off approved may be canceled. The time requested to be canceled must be a series of consecutive days starting with either the first day of the vacation request moving toward the last request day OR starting with the last day of the requested time off moving backward toward the first day of the request.
3. Upon cancellation of the requested vacation days as noted above, any prior requests for the canceled vacation days may be granted as per the existing contract language.
4. No comp time shall be granted to the individual canceling the approved vacation time until those parties wishing to take the open vacation days have had the opportunity to do so. After those parties wishing to fill the open vacation days have had the opportunity to accept or decline the open vacation days made available by the cancellation, the individual who originally canceled the vacation time may request the use of compensatory time off subject to existing Department Policy regulations.
5. Casual vacation, open day use, may be canceled if no overtime has been scheduled.

31. CODE DAYS

Up to three individuals, dependent on scheduling, may be on code each code day.

If there are any additional code slots available on a particular code day, fire fighters may use those available slots to take comp or vacation time.

## 32. HOLIDAY PAY

### 40-HOUR PERSONNEL

40-hour personnel shall be off duty on each of the following City designated holidays:

- New Year's Day
- Presidents' Day
- Martin Luther King's Birthday
- Memorial Day
- Juneteenth
- July 4th
- Labor Day
- Indigenous People's Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve
- Employee's Birthday

In order to receive compensation for the holiday, the employee must be on pay status on the working day prior to the holiday and the working day after the holiday. "Pay status" for purposes of this policy includes comp time, sick leave, vacation and the first year of worker's comp under Holiday Article.

40-hour personnel shall work eight (8) hour days the weeks of a City holiday.

### PLATOON:

Platoon personnel shall receive two hundred two (202) hours of holiday pay at their hourly rate (if employed for the full year or prorated on months of service). This payment shall be made on or before July 15.

### Examples

- Platoon personnel hired on October 10<sup>th</sup> (worked at least half the month of October) would receive 9 months of holiday pay (16.8 hours per month). Platoon personnel hired on October 20<sup>th</sup> (did not work at least half of the month of October) would receive 8 months of holiday pay.
- Suppression personnel placed on light-duty from August 30<sup>th</sup> to October 3<sup>rd</sup>. They would receive 11 months of holiday pay (16.8 hours per month). Must work at least half (½) of the month in suppression to receive that month's holiday pay.

### 33. PERSONAL LEAVE DAYS AND MENTAL HEALTH DAYS

#### A. PERSONAL LEAVE DAYS

Personnel of the Fire Department shall earn personal leave days as follows:

24-Hour Platoon Personnel	One (1) Twenty-Four (24) Hour Day
40-Hour Personnel	Two (2) Ten (10) Hour Days

This time shall be added to the individual's compensatory time as of July 1 of each year and shall not be deducted from sick leave.

#### B. MENTAL HEALTH DAYS

Platoon employees shall earn two (2) twenty-four (24) hour mental health days.

Conditions of Mental Health Day Usage:

1. For Platoon personnel, mental health days must be used in twenty-four (24) hour increments.
2. These hours are equivalent to sick time for purposes of usage and notification procedures but are not eligible for inclusion in the sick time payout.
3. Where mental health days and / or sick days exceed two consecutive working days, a physician's statement may be required as outlined in Article 29, Leaves of Absence, Sick Leave.
4. Mental health days cannot be used on days recognized as Holidays by the City, as listed in Article 32, Holidays.
5. Mental health days will be loaded each July 1, on a fiscal year basis. Mental health days will be available for use in any July 1 through June 30 period. Any unused mental health days remaining at 12:00 am on June 30 will be lost.
6. Mental health days cannot be traded, transferred, or donated to another employee.
7. For Platoon personnel, mental health days will not be available for use if the employee's schedule goes from platoon to 40-hour within the fiscal year. Should the employee transfer back to a platoon schedule during the same fiscal year, their remaining mental health day bank will be restored.
8. Mental health days will not be paid out upon retirement or separation of employment.

## 34. TRAINING AND EDUCATION

Both the City and the Union recognize the value of on-going training. Such training is to be encouraged. Training will be offered on an equal and nondiscriminatory basis for all shifts and stations as appropriate based on department needs and employee positions.

### A. Tuition Reimbursement:

1. Tuition reimbursement is provided for employees taking approved education courses on their own time.
2. Requests for tuition reimbursement will be handled in accordance with Human Resources Policies and Procedures #4.12. Tuition reimbursement will be paid up to an annual maximum of \$5,000.00 per fiscal year, or the amount as listed in HRPP 4.12, whichever is greater. See attached list in Appendix D for degree programs and related classes currently approved for tuition reimbursement.
3. Tuition reimbursement will be provided for approved courses for registration, tuition and books, but not travel or employee time.
4. Employees may utilize open vacancies on the vacation or code days lists to attend class during their work shifts. If they do so, the amount of time used will be deducted from their vacation or comp banks. The minimum block of vacation time or comp time used for this purpose will be six (6) hours. Employees may also initiate time trades with other employees to obtain time to attend classes.

### B. Fire Officer Training

1. The City will offer the opportunity for employees who have met the following conditions to attend Michigan Fire Fighters Training Council Fire Officer I and II. The City will either provide trainings in-house, or employees will be able to attend the trainings in other locations, as available.
  - a. Successful completion and certification on the engines and on driver / operator promotional list.
2. If problems arise in providing the fire officer training series as a result of city or department finances, demand for training, or schedule issues, the Union and the City will meet to discuss the issue in an effort to reach an acceptable resolution.
3. The City will pay for the cost of the Fire Officer Training Series. Employees attending approved training on duty days will be paid at the regular rate and released from duty for the period of the training.

Employees attending approved training on a non-duty day will be paid at the rate of time and one half, overtime pay may be paid in cash or in compensatory time at the employee's request.

C. Position - Related Training

1. All external training requests will be posted to the department for a period of ten (10) calendar days. Selection will be based upon provisions listed in the Training SOP.
2. Employees attending approved training on duty days will be paid at the regular rate and released from duty for the period of the training. Employees attending approved training on a non-duty day, will be paid at the rate of time and one half, overtime pay may be paid in cash or in compensatory time at the employee's request, unless the cost of the approved training is covered by Federal or State grants. In those cases, payment to the attending employee will be in accordance with the terms of the grant.

35. FIRE PREVENTION BUREAU

**Fire Inspector Classifications**

Eligible employees who promote into the Fire Inspector position will be placed into the Fire Inspector I classification upon being promoted. Employees who promote into the Fire Inspector I Classification need to complete the Fire Inspector I class to become a NFPA Certified Fire Inspector I (CFI-I) within two (2) years of promotion to the Fire Inspector I position. Employees will have three (3) attempts to pass the NFPA Certified Fire Inspector I (CFI-I) class. Failure to do so will result in the employee being returned to their previous role.

At such time that the employee receives certification as a NFPA certified Fire Inspector (CFI-I), the employee will be moved into the Fire Inspector II classification. Upon becoming a Fire Inspector II, the employee will be eligible to apply to attend the next available Michigan State Police (80) hour Fire Investigation I School. Prior to attending the Michigan State Police (80) hour Fire Investigation I School, employees need to successfully pass the City of Ann Arbor suitability review for court testimony (as outlined in Section A below). Employees who fail the background application for the Michigan State Police (80) hour Fire Investigation I School or the City of Ann Arbor suitability review for court testimony (below) will remain as a Fire Inspector II, without the ability to complete Fire Investigations. Upon successfully completing the Michigan State Police (80) hour Fire Investigation I school, the employee will be moved into the Fire Inspector III classification.

A. Michigan State Police (80) hour Fire Investigation I School Suitability Review

The background process for Fire Inspector (suitability review for Court Testimony) is outlined below. The initial fingerprinting/background check will need to be completed during employee's normally scheduled shift, in accordance with the scheduled worktime (0600 to 1600 Monday – Thursday) of the police employee who is responsible for fingerprinting.

1. Background check results will be communicated within three (3) business days.
2. Recommendation of Suitability
  - a. Employee is notified he/she is cleared to conduct fire investigations.
  - b. Subsequent background checks must take place every five (5) years, per the LEIN TAC Manual.
3. Recommendation of Unsuitability
  - a. If background reveals felony conviction, per LEIN requirements, access will be denied and the employee will no longer be eligible to complete



the investigation portion of his/her position (see above). Per LEIN, the employee will be able to request a waiver via an appeal to the Police Chief. When reviewing the waiver request, the Police Chief will consider factors such as how much time has lapsed since the offense, relation of the offense to LEIN access, etc.

- b. If the background reveals a misdemeanor conviction or arrest history, the granting agency (in this case, the Police Department) will review the nature and severity of the offense and make a determination regarding access.
- c. If the background reveals a conviction for a crime(s) of dishonesty or false statements (in section i below), the Office of the City Attorney will review and analyze the results pursuant to Michigan Rule of Evidence 609, and make a recommendation for suitability for the position.
  - i. These offenses generally involve embezzlement, false pretenses, forgery, false reports to the police, and perjury.
- d. The employee will be notified and will have the following options:
  - i. The employee can choose to be relieved from all fire investigation duties, and they do not need to justify this reason to anyone, or;
  - ii. The employee can speak directly with the City Attorney who made the suitability determination. It is the employee's right to decide whether or not they want Union involvement at this step, or;
  - iii. The employee can notify the Union to have an informational meeting with the City Attorney who made the suitability determination. Upon granting of the employee's permission, information in determining suitability will be shared with the employee and the Union. Should the Union disagree with the City's assessment, it shall be a proper topic to enter at Step 3 of the grievance procedure.

### **Assistant Fire Marshal Classification**

This position will support the Fire Marshal with workload and fill-in for the Fire Marshal during absences. When not supporting the Fire Marshal, the Assistant Fire Marshal will conduct fire inspections. The amount of fire inspections required by the Assistant Fire Marshal will be prorated for hours spent supporting the Fire Marshal. The Assistant Fire Marshal will receive the payrate of fire marshal when serving in the capacity of Fire Marshal for greater than five (5) consecutive days.

## 36. ALLOWANCES

### A. Food Allowance

1. Fire Department personnel working 54-hour duty week shall receive a food allowance of \$1,600.00 annually. The \$1,600.00 food allowance payment will be made at the first pay in December of each year.
2. For new hires, personnel who transfer into the Fire Department, or 40-hour personnel who move to a 54-hour duty week, the food allowance will be prorated based on the number of months the employee worked in the 54 hour duty week position during the year of payment. Employees who retire from City employment shall be eligible for a prorated food allowance payment of 1/12 of the above amount per each full month of employment completed since the last payment. Employees who are discharged or resign from City employment will not be eligible for a pro-rated food allowance.

### B. Clothing Allowance

1. Fire department personnel shall receive a clothing allowance of \$1,300.00 annually. The clothing allowance payment will be made at the first pay in July of each year, and will be subject to all applicable federal, state and/or local taxes to be reflected on the employee's W-2. This allowance is for the previous fiscal year.
2. For new hires, the clothing allowance will be prorated based on the number of months the employee worked in the position during the previous year. Employees who retire from City employment shall be eligible for a prorated clothing allowance payment of 1/12 of the applicable amounts in Section 1 above, per each full month of employment completed since the last payment. Employees who are discharged or resign from City employment will not be eligible for a prorated clothing allowance.
3. Upon hire, the employer shall furnish all required protective clothing to a new employee (including helmet), and will also provide new employees with a badge, uniform hat, belt, two (2) pairs of Class B pants, one (1) long sleeve shirt, and one (1) short sleeve shirt.

All employees shall furnish their own sheets, pillow case(s), and bath towel(s).

### 37. SPECIALTY TEAMS

The Fire Chief reserves the right to assign employees to specialty teams. Effective on January 1, 2025, any future availability of slots on specialty teams will be emailed to eligible employees for a ten (10) day posting, and employees may submit their interest for a specialized team. The specialty team slots will be filled based upon seniority of those that are interested with the exception that an employee cannot be on both the Washtenaw County Hazardous Materials Team and Technical Rescue Team. If an employee has been on the Washtenaw County Hazardous Materials Team or Technical Rescue Team for five (5) consecutive years, the employee is then eligible to join both of these teams.

The Fire Chief may remove an employee from a specialty team for just cause.

#### A. Washtenaw County Hazardous Materials Team

All Washtenaw County Hazardous Materials Team members employed by the City shall be required to follow the Washtenaw County Hazardous Materials Team's attendance requirements. Team members that are on duty at the City shall be released from their regular assignments to attend Washtenaw County Hazardous Materials Team activities and incidents. Members that are off-duty shall be compensated according to the collective bargaining agreement for time spent responding to incidents and hazardous materials training (awareness, operation, technician, and command) as well as any other training or activities approved by the Training Officer.

#### B. Technical Rescue Team

All Washtenaw County Technical Rescue Team members employed by the City shall be required to follow the Washtenaw County Technical Rescue Team's attendance requirements. Team members that are on duty at the City shall be released from their regular assignments to attend Washtenaw County Technical Rescue Team activities and incidents. Members that are off-duty shall be compensated according to the collective bargaining agreement for time spent responding to incidents and technical rescue training (awareness, operation and technician levels) as well as any other training or activities approved by the Training Officer.

#### C. Peer Support Team

Peer Support Team members shall be required to follow the Peer Support Team's attendance requirements. With approval of the Fire Chief, team members who are on duty at the City shall be released from their regular assignments to attend Peer Support Team activities and incidents.

Members who are off-duty shall be compensated according to the collective bargaining agreement for time spent onsite as part of a team response, training, or other activities as approved by the Fire Chief.

**D. Honor Guard Team**

Honor Guard Team members shall be required to follow the Honor Guard Team’s attendance requirements. With approval of the Fire Chief, team members who are on duty at the City shall be released from their regular assignments to attend Honor Guard Team activities and incidents. Members are off-duty shall be compensated according to the collective bargaining agreement for time spent onsite as part of a team event training, or other activities as approved by the Fire Chief.

**E. Specialty Team Allowances**

ALLOWANCE	ELIGIBILITY	AMOUNT
HAZMAT Team	Employee must be in good standing with the county team requirements and have completed minimum required training for the previous year.	\$600 or pro-rata amount for months in good standing in prior year to be paid on or before January 20. This allowance is for the previous calendar year. For retiring employees, the allowance will be prorated based on the number of months in good standing during the year the payment is made. Employees who are discharged or resign from City employment will not be eligible for a prorated Haz-Mat allowance.
Technical Rescue Team	Employee must be in good standing with the county team requirements and have completed minimum required training for the previous year.	\$600 or pro-rata amount for months in good standing in prior year to be paid on or before January 20. This allowance is for the previous calendar year. For retiring employees, the allowance will be prorated based on the number of months in good standing during the year the payment is made. Employees who are discharged or resign from City employment will not be eligible for a prorated TRT allowance.
Swift Water Team	Employee must be in good standing with the county team requirements and have completed minimum required training for the previous year.	\$600 or pro-rata amount for months in good standing in prior year to be paid on or before January 20. This allowance is for the previous calendar year. For retiring employees, the allowance will be prorated based on the number of months in good standing during the year the payment is made. Employees who are discharged or resign from City employment will not be eligible for a prorated TRT allowance.  Employees who are on both the regular Technical Rescue Team and Swift Water Team are eligible to receive two separate \$600 bonuses as described in this section.

38. MICHIGAN TASK FORCE 1 DEPLOYMENT

- A. All EMAC deployments must be approved in advance, in writing by the Fire Chief. The Fire Chief maintains the right to refuse a deployment in his or her sole discretion.
- B. An employee's participation in the EMAC deployment is strictly voluntary.
- C. Deployment procedures will be as follows:
  - a. EMAC deployments will only be on a voluntary basis and the decision about which employee(s) are deployed when there are more volunteers than necessary will be made by the Fire Chief based on operational needs.
  - b. Employees shall be covered under workers compensation "portal to portal" during a deployment.
  - c. Employees will earn accruals (vacation, sick) at their regular job classification rate.
  - d. For purposes of this Agreement, "Deployment" includes travel days.
  - e. For each calendar day of deployment, the employee's pay rate will be determined by the "Light Duty" pay scale, taking into account the employee's years of service and education.
  - f. For each calendar day of deployment, the employee will be paid 8-hours of straight time and 4-hours of overtime at the "Light Duty" pay scale rate ("Deployment Rate"). No additional compensation will be paid. These hours will be paid regardless of whether or not work was performed, the type of work performed, or the hours worked.
  - g. If an employee was scheduled to work a suppression shift during his or her deployment, s/he will only be paid the 8-hours of straight time and 4-hours of overtime (Deployment Rate) the day of their scheduled shift. The additional non-worked suppression hours (12 hours per suppression shift) will not be charged against any leave-time bank nor will the employee be given any form of compensation for these non-worked hours.
  - h. Employees will be allowed 24-hours of voluntary **unpaid** leave prior to being deployed if they were scheduled to work the 24-hours prior to deployment. The employee will be excused from duty and the time not worked will not be charged against any leave-time bank, unless the employee opts to use leave from his or her leave banks in order to be paid for the time. Employees will be given the option of using leave from their vacation, personal, or

compensation banks to have this time paid. Employees who wish to work their regular shifts may do so.

- i. Employees will be allowed 24-hours of voluntary **unpaid** leave prior to returning to their regularly scheduled shift following a deployment. The employee will be excused from duty and any time missed will not be charged against any leave-time bank, unless the employee opts to use leave from his or her leave banks in order to be paid for the time. Employees will be given the option of using leave from his or her vacation, personal, or compensation banks to have this time paid. Employees who wish to work their regular shifts may do so.

39. LONGEVITY PAY

Employees covered this Agreement will receive annual longevity payments according to the following schedule:

After five (5) years of continuous employment	\$500.00
After ten (10) years of continuous employment	\$1,000.00
After fifteen (15) years of continuous employment	\$1,500.00
After twenty (20) years of continuous employment	\$2,000.00
After twenty-five (25) years of continuous employment	\$2,500.00

The above payment will be paid to the employee, upon completion of a full year of employment (after five years), in the month following the employee's anniversary date.

Effective January 1, 2025, longevity payments will not count towards an employee's final average calculation for pension purposes. Deductions for applicable taxes will still apply.

Employees who resign or retire from City employment shall be eligible for pro-rated longevity payments of 1/12 of the above amounts per each full month of employment completed since the last payment. Employees who are discharged by the City will not be eligible for pro-rated longevity from their anniversary date.

40. SALARY SCHEDULE (REFERENCE APPENDIX A)

A. Salary

Effective January 1, 2025, all employees of this bargaining unit will move to the “January 1, 2024 Bachelor’s Degree” wage scale, as shown in Appendix A, and as shown in the January 1, 2020 to December 31, 2024 collective bargaining agreement.

- Effective January 1, 2025, employees of this bargaining unit will receive a 3.75% across the board wage increase.
- Effective January 1, 2026, employees of this bargaining unit will receive a 3% across the board wage increase.
- Effective January 1, 2027, employees of this bargaining unit will receive a 3% across the board wage increase.
- Effective January 1, 2028, employees of this bargaining unit will receive a 3% across the board wage increase.

**The following progressive and differentials chart shall apply for all wage scales:**

Wage Differential	1/1/2016
Firefighter to Driver / Operator	6.00%
Driver / Operator to Lieutenant	7.50%
Lieutenant to Captain	7.50%
Captain to Battalion Chief	7.50%

B. Transport Ambulance

While assigned on a basic life support (BLS) transport ambulance, employees will receive a \$100.00 transport allowance for every completed patient care report involving a transport to a receiving hospital with their assigned ambulance. A transport involving multiple patients with one ambulance will result in a transport allowance for each patient care report completed. Transport allowances will be paid on the first pay in January and July of each year, and are subject to all applicable federal, state and/or local taxes to be reflected on the employee’s W-2.

Employees who are not assigned to a BLS transport ambulance but assist with driving the ambulance or with patient care will not receive the stipend. This exclusion includes ambulances operated by the City or another entity.

If during the term of the agreement, the City needs to upgrade from basic life support transport to advanced life support the City and the Union agree to meet to discuss this transition. Should agreement not be reached, all related mandatory subjects of bargaining shall be appropriate for arbitration.



### C. Shift Trade Wage Payments

In accordance with shift trade rules as outlined in Article 17, Section C, the employee physically present and working the trade will not be paid for the day of work. However, if the employee who is actually working is moved to higher class for the shift, he/she will be paid a differential amount representing the difference between his/her regular rate and the higher class rate. In order to be eligible for this differential, the employee physically working must be qualified for that higher class position. The Employee who is not working does not receive this differential payment.

This difference will only be paid in the situation listed in the following example - where the individual working is moved to a higher class for the shift or part of a shift - and will not be paid when employees work "regular" / scheduled trades for each other at different pay grades in accordance with standard trade of shift rules.

This payment will be made in the form of a lump sum payment on the paycheck for the pay period in which the trade took place.

The battalion chief or acting battalion chief is responsible for notifying the office manager of the affected employee, hours worked, and working higher class role.

When the following examples occur, an employee working a trade will be paid the difference between the regular rate of the employee and the rate of the higher class.

- Example 1 (based on wage scale New Hires on or after 7/1/2012) – January 1, 2019
  - Firefighter 1 (3 year firefighter \$20.77) trades with Firefighter 2 (10 year firefighter \$23.29)
  - When Firefighter 2 is physically present and working for Firefighter 1, Firefighter 2 fulfills 24 hours of working higher class as a lieutenant
    - $\$23.29 \times 24 = \$558.96$  (Firefighter 2 normal wage)
    - $\$25.43 \times 24 = \$610.32$  (10 year lieutenant wage)
    - \$51.36 will be paid to Firefighter 2
- Example 2 (based on wage scale New Hires on or after 7/1/2012) – January 1, 2019
  - Probationary Firefighter 1 (\$17.09) trades with Firefighter 2 (3 year firefighter \$20.77)
  - When Firefighter 2 is physically present and working for Probationary Firefighter 1, Firefighter 2 works 24 hours of higher class as a driver/operator
    - $\$20.77 \times 24 = \$498.48$  (Firefighter 2 normal wage)
    - $\$23.41 \times 24 = \$561.84$  (driver/operator 3 year wage)
    - \$63.36 will be paid to Firefighter 2

When the following examples occur, the working higher class differential will not be paid when employees work “regular” / scheduled trades for each other.

- Example 1
  - Firefighter 1 (5 year firefighter) trades with Lieutenant 1 (10 year lieutenant). Firefighter 1 is qualified to act as a lieutenant.
  - When Firefighter 1 is physically present and working for Lieutenant 1, Firefighter 1 is not paid the differential.
  
- Example 2
  - Battalion Chief 1 (25 year battalion chief) trades with Lieutenant 1 (10 year lieutenant). Lieutenant 1 is qualified to act as a battalion chief. When Lieutenant 1 is physically present and working for Battalion Chief 1, Lieutenant 1 is not paid the differential.

#### 41. WAGE PAYMENT

##### A. Bi-Weekly Pay

Employees covered by this Agreement shall be paid in full bi-weekly. While the official payday is Friday, paychecks will normally be made available on Thursday after 3 p.m. unless there is a computer malfunction or other adverse event beyond the Employer's control.

All employees are required to participate in payroll direct deposit.

There will be no paper advices or yearly mailings of W2 forms. Employee pay advices and W2 forms will be available online.

##### B. Payment of Back Pay Claims

If the Employer fails to give employees work to which their seniority and qualifications entitle them and such work does exist and a written notice of their claim is filed within thirty (30) calendar days of the time the Employer first failed to give them such work, the employees may file a grievance under the grievance procedure and if successful in the grievance, the Employer will reimburse them for the earnings they lost through failure to give them such work.

##### C. Computation of Back Wages

No claim for back wages shall exceed the amount of wages employees would otherwise have earned at their regular rate.

##### D. Wage Overpayment

It is agreed that the City shall be conclusively construed to have an employee's voluntary authorization to deduct from such employee's pay all monies owed to the City by wage overpayment. Should the employee leave city employment prior to full repayment of the amount owing, the City shall be authorized to deduct the entire balance from the employee's final paycheck.

The City agrees that it will not seek repayment of any overpayment which may have been made in the first paycheck received by members hired prior to July 1, 2012.

42. PERSONAL PROTECTIVE EQUIPMENT

- A. The City will provide lights, gloves, and hoods for fire fighting and rescue operations. The lights shall be M.S.H.A. approved for hazardous atmosphere and of adequate candlepower for smoke filled areas. The lens shall be designed for use in smoke.
- B. The gloves shall be MIOSHA approved and of a leather outer shell and a vapor barrier inside. They shall be designed for use in sub-zero temperature.
- C. The hood shall be of approved material P.B.I. or equal.
- D. The City shall issue to and maintain for each employee one light, one hood, and two pairs of gloves. The hood and gloves will be fitted for each employee. The City will replace lost, damaged, or worn out above listed items if reported immediately. All employees shall be required to wear or use the above listed items when responding to alarms and for fire-duty use only.
- E. The City shall issue and maintain for each employee an S.C.B.A. face-piece. Face-pieces shall be compatible with regulators, harnesses and air-tanks used by the Ann Arbor Fire Department.
- F. The City shall furnish and maintain two (2) sets of turnout gear for each employee in accordance with National Fire Protection Association 1851.
- G. The City shall ensure that each employee is furnished with an approved traffic vest.

43. PERSONAL ARTICLES DAMAGE

The City agrees to reimburse employees for the reasonable value of necessary personal articles such as eyeglasses, wristwatches, etc. which are damaged or lost in the line of duty not through the negligence of the employee. Three Hundred dollars (\$300) shall be the maximum reasonable value for eyeglasses, seventy-five dollars (\$75) for a wristwatch, and three hundred dollars (\$300) shall be the overall maximum reasonable value for any other item. The damaged article shall become the property of the City following the reimbursement. In the event employees receive compensation from their insurance company or from any third party for any damaged or lost item, there shall be no reimbursement from the City.

Clothing items with a value under one-hundred (\$100) are ineligible for reimbursement. Damage to these items is covered under the provided uniform allowance. This exclusion includes but is not limited to as t-shirts, long sleeve t-shirts, pants, sweatshirts, quarter zip pull overs, and hoodies.

#### 44. HOSPITALIZATION, DENTAL, OPTICAL

##### A. Health Insurance

1. Beginning on the 90<sup>th</sup> day of employment, the City will provide health care coverage under a preferred provider organization program (the “PPO plan”) administered by Blue Cross-Blue Shield of Michigan, or similar third party administrator. Employees may elect coverage under the PPO plan as described below and in Appendix F, at the costs specified in Appendix F. Employees will be provided with specific information regarding the health care plan coverage at new hire orientation, and in writing, each year during the open enrollment period.
2. An employee may elect to purchase benefits at his/her own cost during the first 89 days of employment. At the end of this 89 day period, the City will pay the cost for the Plan (subject to the provisions described in the paragraph below and in Appendix F), less the applicable premium contributions, deductibles, co-pays and co-insurance up to the out of pocket maximum set for the plan for employee, employee plus one, employee plus two, employee plus three, or employee plus four or more, as defined in the health care plan (including children through the end of the month that they turn 26). An employee shall not be able to change such election until the next open enrollment period, or unless the employee has a qualifying event as defined by the plan document. Employees transferring into this bargaining unit who, during the course of employment with the City, have served the probationary period and are currently receiving health care benefits through the City will continue with uninterrupted benefit coverage.
  - i. Any active employee who is enrolled in health care coverage for the year 2020 with an “other qualified adult” is only eligible to have that “other qualified adult” covered for the period of January 1, 2020 through December 31, 2020. For the open enrollment for the 2021 plan year, “other qualified adults” will no longer be covered under City health plans.
3. When two employees are legally married and are eligible for health, dental, or vision coverage, they will be enrolled under one contract as a subscriber and spouse and receive benefits under one contract.
4. Employees must report major life event changes (qualifying events) to the Benefits Staff within 30 days of the event in order to add or delete persons from the benefit plans. Major life event changes impacting eligibility for benefits include marriage, birth of a child, divorce, legal adoption, legal guardianship, death, marriage of a child, or loss of health insurance under the plan. Notification beyond 30 days of the event will delay any additions of persons to benefits until the next open enrollment period. If failure to report the event within

30 days results in additional benefit costs to the City, the employee may be held responsible for such costs.

5. The Union agrees that health, dental, and vision coverage may be placed out for competitive bidding, providing the level of benefits outlined in Appendices E, F, and G are maintained or improved. If a provider with reasonably similar acceptance levels to current providers can supply an equivalent or better benefit plan at the same cost, those benefits will be provided to the bargaining unit. The Union will have 30 days to consider the City's proposed plan and decide if the plan is acceptable. If the plan proposed by the City is not accepted by the Union, they may negotiate a different plan.

During the term of this Agreement, employees will be offered the following two options for health care contributions on a January 1 – December 31 plan year (both plans provide the same health care benefits):

- a. "Low Plan" [For in-network costs]: As listed in Appendix F. No monthly premium, \$1,000 deductible (single); \$2000 deductible (family); 20% co-insurance up to out of pocket annual maximum of \$2,400 (single) or \$4,800 (family); \$15 office visit co-pay, \$15 urgent care co-pay; \$50 emergency room co-pay; unlimited preventative care, \$20 co-pay on generic prescription drugs and \$40 co-pay on name brand prescription drugs; mandatory mail order on maintenance drugs with 2 co-pays for 90 day supply.
  - b. "High Plan" [for in-network costs]: As listed in Appendix F. 10% monthly premium with levels for employee, employee plus one, employee plus two, employee plus three and employee plus four or more; \$300 deductible (single); \$600 deductible (family); 20% co-insurance up to out of pocket annual maximum of \$1200 (single) or \$2500 (family); \$10 office visit co-pay, \$10 urgent care co-pay; \$50 emergency room co-pay; unlimited preventative care, \$10 co-pay on generic prescription drugs and \$30 co-pay on name brand prescription drugs; mandatory mail order on maintenance drugs with 2 co-pays for 90 day supply.
  - c. Premium contributions shall be based upon the illustrative premium rates for all applicable plans, and will be subject to revision based upon the plan's experience year, for the duration of the Agreement. In months where there are three pay periods, premium contributions will be deducted from the first two pay periods.
6. By October 15th of each year of this contract, the City will provide the Union with the illustrative rates for the health care plan for the following calendar year, as well as the applicable premiums for the following calendar year. If the City's costs for the health care plan exceed the hard cap limits for costs which a public employer can pay as set by PA 152, the City will provide the Union with an

option that will modify the health care plan in such a way as to bring the City's plan costs under the hard cap limits. The Union will have 30 days to consider the City's proposed modification and decide if the modification is acceptable. If the modification proposed by the City is not accepted by the Union, they may negotiate a different plan modification, but, if the plan modification exceeds the hard cap, the members will be required to pay the difference between the hard cap limit and the City's actual costs as based on the Illustrative rates of the group on a stand-alone basis. Any incremental payment will be allocated equally among the members and will be withdrawn from paychecks on a twice-monthly basis beginning January. If the parties cannot agree on medical plan modifications for its members, this shall be a subject for 312 arbitration.

7. Any applicable mandates under the Patient Protection and Affordable Care Act (PPAC) that take effect during the duration of this contract will be implemented as required by law for active employees and for those who retired after July 1, 2012. Employees who retired on or before July 1, 2012, are considered to be part of "retiree only" plans to which PPAC changes do not apply.

#### B. Dental Coverage

After 90 days of employment, employees, their spouse, and eligible dependents shall be provided a "75% (Class I and II) 50% (Class III and IV)" Delta Dental Plan or its satisfactory equivalent with a maximum benefit of \$2,000 per year per person (for Class I, II and III benefits). The City shall also provide orthodontics coverage providing for a 50% copayment for covered employees' dependent children up to their 19th birthday, with a \$2,000 lifetime maximum benefit per person. Complete dental information is included in Appendix E. Dental benefits are available to dependents through the end of the calendar year in which they turn 19, or until age 25 if they are full time students. Proof of student status will be requested annually after the age of 19 to verify eligibility. Benefits will be paid after attainment of age 19 for continuing orthodontic treatment that began prior to attainment of age 19.

#### C. Vision Coverage

After 90 days of employment, employees, their spouse, and eligible dependents shall be provided vision coverage through Eye-Med as described in Appendix G, or its satisfactory equivalent. Vision benefits are available to dependents through the end of the calendar year in which they turn 19, or until age 25 if they are full time students. Proof of student status will be requested annually after the age of 19 to verify eligibility.

- D. Under specified conditions set forth in Appendix B, employees shall be able to waive their City health insurance coverage and receive up to \$2,000 per year, payable at each pay period. The City reserves the right to amend or terminate the program at any time during open enrollment to be effective as of the next January 1.



#### E. Wellness Incentive Program

Employees enrolled in the City healthcare plan will have the opportunity to participate in the Wellness Incentive Program. Employees can earn incentive dollars up to \$500 per plan year for completing the Wellness Incentive Program requirements by the specified dates, as determined on an annual basis by the Wellness Committee and the Benefits Supervisor. The incentive, if earned, will be deposited into the employee's Health Reimbursement Account to pay for out-of-pocket medical expenses. Employees who are hired in the 4<sup>th</sup> quarter of the calendar year are not eligible for the Wellness Incentive Program for that calendar year.

45. LIFE INSURANCE COVERAGE

- A. Basic: The Employer will pay the entire premium cost of \$40,000 of life insurance on all members of this bargaining unit effective their first day of work in a position in this unit. The employer further agrees to pay the entire cost of \$10,000 of life insurance coverage for retiring employees, employees who have completed fifteen (15) or more years with the City and are retiring on a City pension. Provided, however, that employees taking a deferred retirement do not receive this benefit.
- B. Optional: In addition to the basic amount specified above, eligible employees may elect optional life insurance in an amount equal to two or three times their annual salary. The City will pay one-half and the employee will pay one-half the amount of the monthly premium. Employees may elect this coverage within thirty (30) days of initial eligibility without providing evidence of insurability. If not elected when first eligible, an employee may apply for optional life insurance coverage at any time, but will be subject to evidence of insurability by the insurance provider. In addition, if the amount of insurance exceeds \$250,000, evidence of insurability may be required by the insurance provider. The insurance provider determines the eligibility for this coverage. The employee's monthly premiums will be paid on an after-tax basis through payroll deduction over 26 pay periods. Retiring or terminating employees may elect to continue coverage by contacting the life insurance company and paying directly to it the entire cost of the additional coverage desired.
- C. Dependent Life Insurance: Employees may elect Dependent Life insurance for the family in the amounts specified below:

Dependent	Amount
Spouse	\$ 6,000
Children	
Birth To Age Six Months	\$ 1,000
Age Six Month To Age 19	\$ 4,000
Full-Time Students Age 19-23	\$ 4,000
(coverage ends at the end of the month of their 25th birthday)	

The employee is responsible for the cost of Dependent Life Insurance and will pay the total amount of the monthly premium. Employees may elect this coverage on behalf of a dependent within thirty (30) days of completion of the initial eligibility without providing evidence of insurability. If not elected when first eligible, an employee may apply for optional dependent life insurance coverage on behalf of a dependent at any time, but must provide evidence of insurability. Monthly premiums will be paid on an after-tax basis through payroll deduction. Retiring or terminating employees may elect to continue coverage by contacting the life insurance company and paying directly to it the entire cost of the optional dependent life insurance coverage desired.

- D. Accidental Death and Dismemberment: The employer agrees to pay the entire premium cost of \$40,000 of accidental death and dismemberment coverage for all permanent employees. Accidental death and dismemberment coverage applies only to active employees and does not apply to retirees.

## 46. RETIREMENT

### A. PENSION

Pension benefits are governed by the applicable terms of Chapter 18 of the Ann Arbor City Code in effect as of the date of this agreement except for the changes specifically provided for in this agreement. The following limited summary of pension benefits is applicable to bargaining unit members, but members should consult the Pension Office or the Pension Ordinance for more specific details.

#### Normal Retirement:

Employees in this bargaining unit shall be entitled to full retirement without age requirement when 25 years of credited service is acquired or at age 55 with at least 5 or 10 years of service (dependent on vesting requirements).

#### Early Retirement:

Early retirement shall be allowed at age 50 with 20 years of service. The early retirement reduction shall be .33% for each month or a fraction of a month that the employee retires prior to his/her regular date of retirement (see above) or 3.96% per year.

#### Vesting:

All members hired before July 1, 2012 (or who transfer from another bargaining unit with a 5 year vesting period) have a 5 year vesting period under the pension plan. All members hired on or after July 1, 2012, (or who transfer from another bargaining unit with a 10 year vesting period) will have a 10 year vesting period under the pension plan.

#### Final Average Compensation:

FAC is calculated in accordance with the specific requirements of the Pension Ordinance and the following is merely a summary. Members should consult the Pension Office or Pension Ordinance for specifics.

All members hired before July 1, 2012, (or who transfer from another bargaining unit with a 36 month FAC) will have their Final Average Compensation (FAC) calculation based on the highest consecutive 36 month period out of the prior 10 years.

All members hired on or after July 1, 2012, (or who transfer from another bargaining unit with a 60 month FAC) will have their Final Average Compensation (FAC) calculation based on the highest consecutive 60 month period out of the prior 10 years.

Pension Calculation:

2.75% of Final Average Compensation, multiplied by the number of years of credited service, as defined in the Pension Ordinance.

Pension Contribution:

- All employees will have a mandatory contribution to the pension plan of 6.5% of pay.
- These contributions will be made on a pre-tax basis.

B. FINAL PAYOUTS

All retiring employees will have payments for unused sick leave, compensatory time, and vacation paid out in one lump sum payment.

Compensatory Time:

Compensatory Time in banks will be paid out in full at the time of retirement. Compensatory time payout will not be included in Final Average Compensation calculation.

Sick Leave:

40 Hour Employees: Employees who retire from the City service and are entered on the retirement or pension role of the City, shall upon retirement be paid for their unused sick leave credit at the time of retirement up to one hundred and twenty (120) days plus (if at 120 days) all of the unused sick leave hours accumulated but not used during the current calendar year. These days shall be computed on a ten (10) hour basis. Sick time payout will not be included in Final Average Compensation calculation.

Platoon Employees: Employees who retire from the City's service and are entered on the retirement or pension role of the City shall, upon such retirement, be paid for their unused sick leave credit at the time of retirement up to sixty (60) days (1440 hours) plus (if at sixty days [1440 hours]) all of the unused sick leave hours accumulated during the current calendar year. Sick time payout will not be included in Final Average Compensation calculation.

Vacation Leave:

Employees who retire from City service shall be paid at their normal salary rate in effect upon the date of separation for their unused vacation leave up

to a maximum of two (2) years, plus all of the unused vacation leave accumulated but not used during that current calendar year.

Vacation time payout will not be included in Final Average Compensation calculation.

### C. HEALTH CARE BENEFITS IN RETIREMENT

#### 1. Employees hired before July 1, 2012:

- a. Deferred Vested Retirement: Employees who do not retire, but take a deferred vested retirement allowance are not eligible to receive health care coverage.
- b. For bargaining unit members who retire during the term of this contract (who were hired before July 1, 2012), the City of Ann Arbor shall provide the level of coverage under the applicable PPO plan as received by active employees as of the date of retirement including the applicable premium contributions, deductibles, co-pays, and co-insurance up to the out of pocket maximum set for the plan. This benefit provision also applies to surviving spouses and eligible dependent children as defined in the health care plan (through the end of the month in which they turn 26) of deceased retirees and dependent on the pension option chosen by the retiree at the time of retirement. Premiums will continue to be set annually based upon the illustrative rate and will be subject to revision based upon the plan's experience each year. Each year, a retiree will be able to choose from among the options offered at the time of his/her retirement. (e.g., low plan or high plan, if those plans were effective at the time of retirement).
- c. Retirees are required to have both Medicare Part A and Part B. The Medicare part B premium remains the responsibility of the retiree. If the retiree has not earned enough credit to qualify for unpaid Medicare Part A, or does not otherwise qualify for such coverage through their spouse, the retiree will continue with regular PPO plan coverage.
- d. If an employee hired prior to July 1, 2012 retires and assumes employment elsewhere and that employer provides health coverage to its employees which does not substantially differ from that offered by the City of Ann Arbor, the City's obligation to provide health coverage shall cease. If there is a disagreement between the retiree and the City relative to the definition of "substantially different", a panel consisting of the director of human resources services and labor relations, or his/her designee, the union president, or his/her designee, and a third party agreed to by the first two shall determine

if a retiree shall remain in the City's plan. However, should the retiree lose such coverage from the other employer, the retiree may elect to reenroll under the City's health coverage. Such coverage shall be restored and recommence immediately following the production of such proof-of-loss. The City shall not prohibit a retiree from re-entering the city's health coverage for any reason upon loss of coverage from another program, and, further, the health coverage benefits provided upon return to City coverage will be the same as which the employee was entitled to upon retirement.

- e. Notwithstanding the expiration date of this collective bargaining agreement, for employees who retire on or after (Date of Ratification) and are entitled to retiree medical benefits pursuant to this section (Article 46) the medical coverage provided for the retirees, their spouses and families following retirement comprises a vested, fixed and unalterable right as set forth in this Article. The retired employees, their spouses and families, as applicable, are entitled to said medical coverage through the retiree's lifetime and that of his/her eligible spouse, as provided herein. The medical coverage upon retirement established in this Section may not be impaired in any way by a collective bargaining agreement entered into after the eligible employee's retirement, nor, to the full extent legally feasible by any other mechanism.
- f. Effective January 1, 2025, all employees hired before July 1, 2012 (Defined Class) will also participate in the IAFF Medical Expense Reimbursement Plan ("MERP") of the WSCFF Employee Benefit Trust ("Trust") for retirement healthcare costs.

- i. Contributions:

- All employees within this defined class will make a mandatory employee contribution per paycheck on a pre-tax basis of \$50 per paycheck for the duration of this collective bargaining agreement.

- The City shall transmit the contributions referenced in this section to the Trust within 30 days of the date that the payment would have been payable to the employee. No employee in the Defined Class shall be permitted to opt-out of the mandatory contributions or receive any portion of the contribution in cash.

- ii. Reporting to the Trust Office

- The City shall provide an initial report of information for all contributing employees, as reasonably requested by the Trust;

and shall send updates whenever requested from the Trust in the format requested.

2. Employees hired on or after July 1, 2012:

- a. Employees hired on or after July 1, 2012 (or who transferred from another bargaining unit where they were not eligible for retiree health care) will not be eligible for employer paid health care coverage at the time of retirement.
- b. Employees who were hired on or after July 1, 2012, and who were participants in the City's Retirement Health Reimbursement Account anytime between the time period of July 1, 2012, and December 31, 2024, will remain participants in the City's RHRA until December 31, 2024. The City's annual contributions for eligible employees actively employed anytime between July 1, 2012, and December 31, 2024, will remain in the RHRA, and will become available to employees upon their retirement for reimbursement of eligible medical expenses. The total amount available at the time of retirement will be determined based on the accrued benefit amount as listed in the applicable collective bargaining agreements during the time period of July 1, 2012, to December 31, 2024, and will be available to the employee to view in a summary statement online. Accrued benefit amounts contributed by the City each year between July 1, 2012, and December 31, 2024, are included in Appendix J of this contract. Effective January 1, 2025, the City will cease contributions into the RHRA for eligible members, and no future contributions will be made after the December 31, 2024 contribution.
- c. Effective January 1, 2025, for all employees hired on or after July 12, 2012 ("Defined Class"), the City will participate in the IAFF Medical Expense Reimbursement Plan ("MERP") of the WSCFF Employee Benefit Trust ("Trust") for retirement healthcare costs.

i. Contributions:

The City shall make a mandatory contribution per paycheck on a pre-tax basis for every employee in this Defined Class. The City shall transmit the contributions referenced in this section to the Trust within 30 days of the date that the payment would have been payable to the employee. No employee in the Defined Class shall be permitted to opt-out of the mandatory contributions or receive any portion of the contribution in cash. The contributions by the City will follow the schedule below:

- January 1, 2025: \$50 per paycheck
- January 1, 2026: \$75 per paycheck



- January 1, 2027: \$75 per paycheck
- January 1, 2028: \$100 per paycheck

All employees within this defined class will also make a mandatory employee contribution per paycheck on a pre-tax basis of \$50 per paycheck for the duration of this collective bargaining agreement.

ii. Reporting to the Trust Office

The City shall provide an initial report of information for all contributing employees, as reasonably requested by the Trust; and shall send updates whenever requested from the Trust in the format requested.

d. Post-Retirement Health Plan

Upon the regular retirement or non-service connected disability retirement of an Employee in the Defined Class, (or who participated in the City's RHRA and/or MERC program), the Employee will not be eligible to purchase medical, prescription, dental, or vision insurance coverage for such retiree, their spouse, and dependent Children from the City in retirement.

47. MISCELLANEOUS

A. PERA Requests

PERA requests must be submitted in writing to the Director of Human Resources and Labor Relations. The submitting party will be charged for the following costs:

Copies	\$.05 per 8.5 x11 page
Mailing	Actual Mailing Costs
Labor costs incurred in searching, examining, reviewing, redacting or separating materials	1 hour or less - No charge  More than 1 hour - The hourly wage of the lowest-paid employee capable of performing the work.

B. Collective Bargaining Agreements

The City will provide, at its cost, 20 printed copies of the collective bargaining agreement to be placed at the open fire stations.

C. Vehicles

The Training Officer shall be provided a take home vehicle. The on-call fire prevention employee will be offered a take home car during the period in which they are actively on-call.

The positions of Fire Marshal, Assistant Fire Marshal, Fire Inspector, Public Education Officer, EMS Officer, Logistics Officer, and Logistics Coordinator shall have use of Fire Department vehicles while on City business. When responding to emergencies in their personal vehicles, the individuals in these positions shall be paid mileage in accordance with the applicable federal rate.

D. Bulletin Boards

The employer will provide bulletin boards in each Fire Station that may be used by the Union for posting notices of the following types:

1. Notices of Recreational and Social Events
2. Notices of Elections
3. Notices of Results of Elections
4. Notices of Meetings
5. Miscellaneous Items Placed on the Board by Employees; e.g. "For Sale."

#### D. Acting Fire Chief

When an Acting Fire Chief is appointed in the City of Ann Arbor Fire Department, the City will endeavor to make an appointment from the Fire Department. The pay for the Acting Fire Chief shall be One Thousand, One Hundred (\$1,100.00) dollars per month more than the highest pay scale at the time of the appointment.

The Acting Fire Chief will have the authority and responsibility of the City of Ann Arbor Fire Chief, except for grievance determinations and discipline. Grievances and discipline shall be handled by the Human Resources Department.

#### E. Parking Facilities

The City shall provide parking for Fire Department employees stationed at the Station 1 in the basement parking area. The City shall not provide parking accommodations for employees whose vehicles will not fit in the basement parking area due to vehicle height.

48. SUPPLEMENTAL AGREEMENTS

All supplemental agreements to this agreement negotiated and approved by the Employer and the Union shall be binding on both parties. These agreements shall be written in the subsequent contracts or expire, and shall be maintained in a master File by the Human Resources Department. There shall be joint access to this file by the Employer and Union.

49. INDEMNIFICATION POLICY

The City will indemnify and defend all employees in the Fire Department in regard to claims for civil liability arising out of the employees conduct while on duty with the City. However, the City may decline to provide indemnification and defense if the incident-giving rise to the claim results in criminal charges or discipline against the employee and those charges or discipline are upheld.

Defense of the employee must be requested as soon as the employee is served with process. If the City provides the defense, it may do so through the City Attorney's office or through such other attorneys as the City may choose.

Indemnification of the employee shall be conditioned upon the employee's full cooperation and assistance in the defense of the claim. If, in the course of the civil action, it clearly appears that the employee has not been truthful in reporting the event in question, the City may alter its determination regarding indemnification.

50. SAVINGS

If during the life of this agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or, if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement shall not be affected thereby. In the event any provisions herein contained are so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provisions.

51. DURATION

This Agreement, effective January 1, 2025 shall remain in full force and effect through and including December 31, 2028. In the event that negotiations for a new Agreement extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending ratification of a new Agreement.

## 52. FIRE RECRUITS

1. The Fire Recruit position was created in 2021. Fire Recruits are hired into the Department and are required to successfully complete the coursework and testing processes to obtain State of Michigan Emergency Medical Technician licensure, Michigan Fire Fighters Training Council Firefighter I&II certification, and physical ability test as determined by the City. Recruits will become full-time Firefighters upon successfully meeting qualifications as determined by the City. No current IAFF bargaining unit member will be displaced to add a Fire Recruit. Fire Recruits shall not count towards minimum daily staffing.
2. Fire Recruits will serve an 18-month probationary period that will start on the Fire Recruit's hire date with the City. Fire Recruits who have not completed the coursework and testing processes to obtain State of Michigan Emergency Medical Technician licensure, Michigan Fire Fighters Training Council Firefighter I&II certification, and physical ability test as determined by the City within this 18-month probation shall be terminated. If courses are unavailable through external factors such as a pandemic, the City and the Union agree to discuss a time extension. The employee will be subject to the one-year probationary period as provided in Section 8(A) of this collective bargaining agreement upon their transfer to a full-time Firefighter position.
3. The Union shall represent Fire Recruits for purposes the collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment; and, except as otherwise stated in this Article, Fire Recruits shall enjoy all contract benefits afforded other bargaining unit members except as indicated below. During the first week of employment, the IAFF shall be provided two hours of time with the fire recruit(s). The time and day will be determined by the City. Two IAFF Executive Board members will attend this meeting either on-duty or if off-duty they will be given straight time comp or pay, the choice of the employee.
  - a) Bargaining unit seniority will be effective the day the Fire Recruit transfers from Fire Recruit to Firefighter.
  - b) Service credit for the purpose of calculating retirement and pension benefits begins on the date of hire as a Fire Recruit.
4. Conditions of being sent to the EMT program and fire academy are as follows:
  - a) The City will pay for the following costs associated with the EMT program and fire academy:
    - i. Wages (including overtime) while at the EMT program and fire academy;
    - ii. Full cost of the EMT program and fire academy tuition; and



- iii. Cost of any required books, uniforms, or equipment necessary to complete the requirements of the EMT and the fire academy.
- b) There will be one pay scale for recruits. Employees who are a recruit after one year of service shall stay on the fire recruit pay scale. An employee who was a recruit and promotes to Firefighter will be moved to the “Firefighter 1 year service” pay scale once that employee completes one year of City employment.
- c) Successfully graduate from the EMT program and fire academy,
- d) Within ninety (90) days of successful completion of the EMT course, the Fire Recruit shall obtain licensure as a State of Michigan Emergency Medical Technician. The Fire Recruit shall be allowed three (3) attempts to successfully pass the written National Registry of Emergency Medical Technicians examination, for which the City will pay.
- e) Within ninety (90) days of successful completion of the EMT program’s EMT test, the employee shall pass the Candidate Physical Abilities Test (CPAT). During the course of the employee’s employment with the City, the employee shall be allowed three (3) attempts to successfully pass the Candidate Physical Abilities Test (CPAT). Failure to pass on the third attempt, even if before the 90-day window of successful completion of the EMT program’s EMT test, will result in termination.
- f) Within ninety (90) days of successful completion of the fire academy, the employee shall obtain certification/licensure as a Michigan Fire Fighters Training Council Firefighter I&II. The employee shall be allowed two attempts to successfully pass the written examination and two attempts of the practical examination of the Michigan Fire Fighters Training Council Firefighter I&II certification.
- g) Failure to satisfy the requirements of sections c, d, e, and f shall result in termination. The City’s failure or refusal to discharge an employee subject to this subsection shall result in this entire article immediately becoming null and void and all future new hires must be fully qualified and certified. The Union agrees it will not file a grievance for an employee terminated under the provisions of this subsection.
- h) Fire Recruits who successfully complete the requirements of Sections 4(c)-4(f) above, and who either choose not to become full-time firefighters for the City or who resign their employment with the City during their contractual probationary period described in Section 8(A), shall be required to fully reimburse the City for all costs incurred as described in Sections 4(a)(ii) and 4(a)(iii) above.

5. Fire Recruits shall work under the following conditions:

- 1) Fire Recruits shall be limited to a 40-hour workweek, including time spent in EMT class and the fire academy. They shall never count toward daily staffing levels on any shift.
- 2) When working in the City, Fire Recruits shall generally be limited to the following duties: housekeeping; school work; physical fitness; training; ride alongs; observing various activities, i.e., school tours. Due to safety concerns, Fire Recruits are ineligible to participate in practical shift trainings that they have not received prior formal instruction in the topic, e.g., vehicle extrication, live fire evolutions, ladder evolutions, rope rescue, water rescue. For up to 30-hours each calendar week, Fire Recruits may be assigned at the discretion of fire administration to support Logistics, Training, or Fire Prevention.
- 3) On a fire scene, Fire Recruits are prohibited to do any of the following: enter the “hot zone”; stretch hose lines; extinguish fire; overhaul; place or secure ladders; utilize extrication or demolition equipment; and any other activity prohibited by the Company Officer or Incident Commander. A Company Officer or the Incident Commander may order a Fire Recruit to remain in or return to the apparatus at any time for any reason.
- 4) Upon licensure as a State of Michigan Emergency Medical Technician, and passing of the Washtenaw / Livingston Medical Control Authority examination and educational requirements, fire recruits shall be able to provide patient care.
- 5) Fire Recruits shall not count as staffing. Fire recruits may be assigned at the discretion of fire administration to any station. Fire recruits shall not receive mileage or compensation time if assigned to a sub-station. A fire recruit cannot be assigned an apparatus that does not have an officer or acting officer assigned to it.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written. The parties agree that the execution of the bargaining agreement for the years 2025 to 2028 is without impact, precedent, or effect upon current grievances.

CITY OF ANN ARBOR:

INTERNATIONAL FIRE FIGHTERS  
ASSOCIATION:

\_\_\_\_\_  
Christopher Taylor, Mayor

\_\_\_\_\_  
Christopher Buscemi, Union President

\_\_\_\_\_  
Jacqueline M. Beaudry, City Clerk

\_\_\_\_\_  
Christopher Taylor, Vice President

\_\_\_\_\_  
Milton Dohoney Jr., City Administrator

\_\_\_\_\_  
Christopher Nielsen, Chief Steward

Approved As To Form:

\_\_\_\_\_  
Atleen Kaur, City Attorney

## APPENDIX A: WAGE SCALES

**2025 Wage Scale**  
Effective January 1, 2025

	Hours	Position	Pay Scale	Minimum Rate	1 Year Service	2 Year Service	3 Year Service	4 Year Service	5 Year Service	7 Year Service	12 Year Service	18 Year Service
				1	2	3	4	5	6	7	8	9
<b>Suppression</b>												
Firefighter	54	131820	FIR312	\$ 19.33	\$ 20.96	\$ 22.71	\$ 24.60	\$ 26.66	\$ 28.90	\$ 29.62	\$ 30.35	\$ 31.07
Driver/Operator	54	131660	FIR313		\$ 22.20	\$ 24.07	\$ 26.08	\$ 28.25	\$ 30.64	\$ 31.39	\$ 32.17	\$ 32.94
Lieutenant	54	131720	FIR314				\$ 28.03	\$ 30.38	\$ 32.94	\$ 33.75	\$ 34.59	\$ 35.40
Captain	54	131770	FIR315				\$ 30.14	\$ 32.66	\$ 35.41	\$ 36.27	\$ 37.17	\$ 38.07
Battalion Chief	54	131740	FIR316						\$ 38.07	\$ 39.01	\$ 39.96	\$ 40.92
<b>Administrative</b>												
Recruit	40	130009	FIRREC	\$ 18.68	\$ 18.68							
Inspector I	40	131790	F40309		\$ 31.10	\$ 33.72	\$ 37.85	\$ 41.01	\$ 44.47	\$ 45.58	\$ 46.70	\$ 47.81
Inspector II	40	131830	F40310			\$ 34.98	\$ 39.27	\$ 42.55	\$ 46.14	\$ 47.29	\$ 48.45	\$ 49.60
Inspector III	40	131720	F40305				\$ 40.69	\$ 44.09	\$ 47.81	\$ 49.00	\$ 50.19	\$ 51.38
Emergency Medical Services Officer I	40	131870	F40311				\$ 37.85	\$ 41.01	\$ 44.47	\$ 45.58	\$ 46.70	\$ 47.81
Emergency Medical Services Officer II	40	131810	F40305				\$ 51.38	\$ 51.38	\$ 51.38	\$ 52.67	\$ 53.95	\$ 55.24
Logistics Coordinator	40	131700	F40305				\$ 40.69	\$ 44.09	\$ 47.81	\$ 49.00	\$ 50.19	\$ 51.38
Logistics Officer	40	131730	F40306				\$ 51.38	\$ 51.38	\$ 51.38	\$ 52.67	\$ 53.95	\$ 55.24
Training Officer	40	131850	F40306				\$ 51.38	\$ 51.38	\$ 51.38	\$ 52.67	\$ 53.95	\$ 55.24
Assistant Fire Marshal	40	tbd	tbd				\$ 51.38	\$ 51.38	\$ 51.38	\$ 52.67	\$ 53.95	\$ 55.24
Fire Marshal	40	131750	F40307				\$ 52.92	\$ 52.92	\$ 52.92	\$ 54.25	\$ 55.57	\$ 56.90
<b>Light Duty</b>												
Firefighter	40	131840	FRL312	\$ 26.09	\$ 28.27	\$ 30.65	\$ 33.21	\$ 35.99	\$ 39.02	\$ 39.99	\$ 40.97	\$ 41.95
Driver/Operator	40	131640	FRL313		\$ 29.97	\$ 32.48	\$ 35.20	\$ 38.16	\$ 41.37	\$ 42.38	\$ 43.43	\$ 44.47
Lieutenant	40	131650	FRL314				\$ 37.85	\$ 41.01	\$ 44.47	\$ 45.58	\$ 46.70	\$ 47.81
Captain	40	131780	FRL305				\$ 40.69	\$ 44.09	\$ 47.81	\$ 49.00	\$ 50.19	\$ 51.38
Battalion Chief	40	131850	FRL306						\$ 51.38	\$ 52.67	\$ 53.95	\$ 55.24

**2026 Wage Scale**  
Effective January 1, 2026

	Hours	Position	Pay Scale	Minimum Rate	1 Year Service	2 Year Service	3 Year Service	4 Year Service	5 Year Service	7 Year Service	12 Year Service	18 Year Service
				1	2	3	4	5	6	7	8	9
<b>Suppression</b>												
Firefighter	54	131820	FIR312	\$ 19.91	\$ 21.59	\$ 23.39	\$ 25.34	\$ 27.46	\$ 29.77	\$ 30.51	\$ 31.26	\$ 32.00
Driver/Operator	54	131660	FIR313		\$ 22.87	\$ 24.79	\$ 26.86	\$ 29.10	\$ 31.56	\$ 32.33	\$ 33.14	\$ 33.93
Lieutenant	54	131720	FIR314				\$ 28.87	\$ 31.29	\$ 33.93	\$ 34.76	\$ 35.63	\$ 36.46
Captain	54	131770	FIR315				\$ 31.04	\$ 33.64	\$ 36.47	\$ 37.36	\$ 38.29	\$ 39.21
Battalion Chief	54	131740	FIR316						\$ 39.21	\$ 40.18	\$ 41.16	\$ 42.15
<b>Administrative</b>												
Recruit	40	130009	FIRREC	\$ 19.24	\$ 19.24							
Inspector I	40	131790	F40309		\$ 32.03	\$ 34.73	\$ 38.99	\$ 42.24	\$ 45.80	\$ 46.95	\$ 48.10	\$ 49.24
Inspector II	40	131830	F40310			\$ 36.03	\$ 40.45	\$ 43.83	\$ 47.52	\$ 48.71	\$ 49.90	\$ 51.09
Inspector III	40	131720	F40305				\$ 41.91	\$ 45.41	\$ 49.24	\$ 50.47	\$ 51.70	\$ 52.92
Emergency Medical Services Officer I	40	131870	F40311				\$ 38.99	\$ 42.24	\$ 45.80	\$ 46.95	\$ 48.10	\$ 49.24
Emergency Medical Services Officer II	40	131810	F40305				\$ 52.92	\$ 52.92	\$ 52.92	\$ 54.25	\$ 55.57	\$ 56.90
Logistics Coordinator	40	131700	F40305				\$ 41.91	\$ 45.41	\$ 49.24	\$ 50.47	\$ 51.70	\$ 52.92
Logistics Officer	40	131730	F40306				\$ 52.92	\$ 52.92	\$ 52.92	\$ 54.25	\$ 55.57	\$ 56.90
Training Officer	40	131850	F40306				\$ 52.92	\$ 52.92	\$ 52.92	\$ 54.25	\$ 55.57	\$ 56.90
Assistant Fire Marshal	40	tbd	tbd				\$ 52.92	\$ 52.92	\$ 52.92	\$ 54.25	\$ 55.57	\$ 56.90
Fire Marshal	40	131750	F40307				\$ 54.51	\$ 54.51	\$ 54.51	\$ 55.88	\$ 57.24	\$ 58.61
<b>Light Duty</b>												
Firefighter	40	131840	FRL312	\$ 26.87	\$ 29.12	\$ 31.57	\$ 34.21	\$ 37.07	\$ 40.19	\$ 41.19	\$ 42.20	\$ 43.21
Driver/Operator	40	131640	FRL313		\$ 30.87	\$ 33.45	\$ 36.26	\$ 39.30	\$ 42.61	\$ 43.65	\$ 44.73	\$ 45.80
Lieutenant	40	131650	FRL314				\$ 38.99	\$ 42.24	\$ 45.80	\$ 46.95	\$ 48.10	\$ 49.24
Captain	40	131780	FRL305				\$ 41.91	\$ 45.41	\$ 49.24	\$ 50.47	\$ 51.70	\$ 52.92
Battalion Chief	40	131850	FRL306						\$ 52.92	\$ 54.25	\$ 55.57	\$ 56.90

Agreement between the City of Ann Arbor and IAFF  
January 1, 2025 – December 31, 2028

**2027 Wage Scale**  
Effective January 1, 2027

	Hours	Position	Pay Scale	Minimum Rate	1 Year Service	2 Year Service	3 Year Service	4 Year Service	5 Year Service	7 Year Service	12 Year Service	18 Year Service
<b>Suppression</b>				<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
Firefighter	54	131820	FIR312	\$ 20.51	\$ 22.24	\$ 24.09	\$ 26.10	\$ 28.28	\$ 30.66	\$ 31.43	\$ 32.20	\$ 32.96
Driver/Operator	54	131660	FIR313		\$ 23.56	\$ 25.53	\$ 27.67	\$ 29.97	\$ 32.51	\$ 33.30	\$ 34.13	\$ 34.95
Lieutenant	54	131720	FIR314				\$ 29.74	\$ 32.23	\$ 34.95	\$ 35.80	\$ 36.70	\$ 37.55
Captain	54	131770	FIR315				\$ 31.97	\$ 34.65	\$ 37.56	\$ 38.48	\$ 39.44	\$ 40.39
Battalion Chief	54	131740	FIR316						\$ 40.39	\$ 41.39	\$ 42.39	\$ 43.41
<b>Administrative</b>												
Recruit	40	130009	FIRREC	\$ 19.82	\$ 19.82							
Inspector I	40	131790	F40309		\$ 32.99	\$ 35.77	\$ 40.16	\$ 43.51	\$ 47.17	\$ 48.36	\$ 49.54	\$ 50.72
Inspector II	40	131830	F40310			\$ 37.11	\$ 41.66	\$ 45.14	\$ 48.95	\$ 50.17	\$ 51.40	\$ 52.62
Inspector III	40	131720	F40305				\$ 43.17	\$ 46.77	\$ 50.72	\$ 51.98	\$ 53.25	\$ 54.51
Emergency Medical Services Officer I	40	131870	F40311				\$ 40.16	\$ 43.51	\$ 47.17	\$ 48.36	\$ 49.54	\$ 50.72
Emergency Medical Services Officer II	40	131810	F40305				\$ 54.51	\$ 54.51	\$ 54.51	\$ 55.88	\$ 57.24	\$ 58.61
Logistics Coordinator	40	131700	F40305				\$ 43.17	\$ 46.77	\$ 50.72	\$ 51.98	\$ 53.25	\$ 54.51
Logistics Officer	40	131730	F40306				\$ 54.51	\$ 54.51	\$ 54.51	\$ 55.88	\$ 57.24	\$ 58.61
Training Officer	40	131850	F40306				\$ 54.51	\$ 54.51	\$ 54.51	\$ 55.88	\$ 57.24	\$ 58.61
Assistant Fire Marshal	40	tbd	tbd				\$ 54.51	\$ 54.51	\$ 54.51	\$ 55.88	\$ 57.24	\$ 58.61
Fire Marshal	40	131750	F40307				\$ 56.15	\$ 56.15	\$ 56.15	\$ 57.56	\$ 58.96	\$ 60.37
<b>Light Duty</b>												
Firefighter	40	131840	FRL312	\$ 27.68	\$ 29.99	\$ 32.52	\$ 35.24	\$ 38.18	\$ 41.40	\$ 42.43	\$ 43.47	\$ 44.51
Driver/Operator	40	131640	FRL313		\$ 31.80	\$ 34.45	\$ 37.35	\$ 40.48	\$ 43.89	\$ 44.96	\$ 46.07	\$ 47.17
Lieutenant	40	131650	FRL314				\$ 40.16	\$ 43.51	\$ 47.17	\$ 48.36	\$ 49.54	\$ 50.72
Captain	40	131780	FRL305				\$ 43.17	\$ 46.77	\$ 50.72	\$ 51.98	\$ 53.25	\$ 54.51
Battalion Chief	40	131850	FRL306						\$ 54.51	\$ 55.88	\$ 57.24	\$ 58.61

**2028 Wage Scale**  
Effective January 1, 2028

	Hours	Position	Pay Scale	Minimum Rate	1 Year Service	2 Year Service	3 Year Service	4 Year Service	5 Year Service	7 Year Service	12 Year Service	18 Year Service
<b>Suppression</b>				<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
Firefighter	54	131820	FIR312	\$ 21.13	\$ 22.91	\$ 24.81	\$ 26.88	\$ 29.13	\$ 31.58	\$ 32.37	\$ 33.17	\$ 33.95
Driver/Operator	54	131660	FIR313		\$ 24.27	\$ 26.30	\$ 28.50	\$ 30.87	\$ 33.49	\$ 34.30	\$ 35.15	\$ 36.00
Lieutenant	54	131720	FIR314				\$ 30.63	\$ 33.20	\$ 36.00	\$ 36.87	\$ 37.80	\$ 38.68
Captain	54	131770	FIR315				\$ 32.93	\$ 35.69	\$ 38.69	\$ 39.63	\$ 40.62	\$ 41.60
Battalion Chief	54	131740	FIR316						\$ 41.60	\$ 42.63	\$ 43.66	\$ 44.71
<b>Administrative</b>												
Recruit	40	130009	FIRREC	\$ 20.41	\$ 20.41							
Inspector I	40	131790	F40309		\$ 33.98	\$ 36.84	\$ 41.36	\$ 44.82	\$ 48.59	\$ 49.81	\$ 51.03	\$ 52.24
Inspector II	40	131830	F40310			\$ 38.22	\$ 42.91	\$ 46.49	\$ 50.42	\$ 51.68	\$ 52.94	\$ 54.20
Inspector III	40	131720	F40305				\$ 44.47	\$ 48.17	\$ 52.24	\$ 53.54	\$ 54.85	\$ 56.15
Emergency Medical Services Officer I	40	131870	F40311				\$ 41.36	\$ 44.82	\$ 48.59	\$ 49.81	\$ 51.03	\$ 52.24
Emergency Medical Services Officer II	40	131810	F40305				\$ 56.15	\$ 56.15	\$ 56.15	\$ 57.56	\$ 58.96	\$ 60.37
Logistics Coordinator	40	131700	F40305				\$ 44.47	\$ 48.17	\$ 52.24	\$ 53.54	\$ 54.85	\$ 56.15
Logistics Officer	40	131730	F40306				\$ 56.15	\$ 56.15	\$ 56.15	\$ 57.56	\$ 58.96	\$ 60.37
Training Officer	40	131850	F40306				\$ 56.15	\$ 56.15	\$ 56.15	\$ 57.56	\$ 58.96	\$ 60.37
Assistant Fire Marshal	40	tbd	tbd				\$ 56.15	\$ 56.15	\$ 56.15	\$ 57.56	\$ 58.96	\$ 60.37
Fire Marshal	40	131750	F40307				\$ 57.83	\$ 57.83	\$ 57.83	\$ 59.29	\$ 60.73	\$ 62.18
<b>Light Duty</b>												
Firefighter	40	131840	FRL312	\$ 28.51	\$ 30.89	\$ 33.50	\$ 36.30	\$ 39.33	\$ 42.64	\$ 43.70	\$ 44.77	\$ 45.85
Driver/Operator	40	131640	FRL313		\$ 32.75	\$ 35.48	\$ 38.47	\$ 41.69	\$ 45.21	\$ 46.31	\$ 47.45	\$ 48.59
Lieutenant	40	131650	FRL314				\$ 41.36	\$ 44.82	\$ 48.59	\$ 49.81	\$ 51.03	\$ 52.24
Captain	40	131780	FRL305				\$ 44.47	\$ 48.17	\$ 52.24	\$ 53.54	\$ 54.85	\$ 56.15
Battalion Chief	40	131850	FRL306						\$ 56.15	\$ 57.56	\$ 58.96	\$ 60.37

## APPENDIX B - HEALTH INSURANCE COST CONTAINMENT WAIVER PROGRAM

Effective July 1, 2014, Updated January 1, 2025

**This program is offered in accordance with City policy and is in effect as specified here until it is changed, amended or discontinued by the City.**

1. **Waiver and Amount of Payment:** Employees may waive the City health care coverage provided under this agreement during Open Enrollment or within 30 days of a “life event” by notifying the Benefits Staff at the Human Resources Department, and signing the Health Care Coverage Waiver Form. In return, eligible employees will receive a \$5000 cash payment for every Plan Year in which they elect not to participate in the City's health care programs. (\$4500 for medical, \$375 for dental and \$125 for vision coverage). This payment is included in an employee's taxable gross income and subject to all appropriate state and federal taxes and pension contributions. Payments will be made in equal payments over 26 pay periods.
2. **Eligibility:** Employees are not eligible if enrolled as a dependent in the City's program through a current active employee or retiree. To take advantage of this cost containment program, employees must meet the following criteria:
  - a. The employee must show written proof of health insurance coverage elsewhere. A valid insurance carrier identification card would meet this criterion.
  - b. Employees whose spouses are City employees or retirees under the City health care coverage are not eligible for this program.
  - c. Employees must complete and submit a Health Care Coverage Waiver Form to the Benefits Team
  - d. Employees must be actively employed on the last day of the calendar quarter to be eligible for the payment.
3. **Re-Entry into the City's Health Insurance Programs:** Employees who have elected not to participate in the City's health care coverage programs may re-enter the City's programs only during the annual Open Enrollment period or if the employee loses their coverage under the alternate arrangement. The employee must provide written proof of the loss within 30 days from the date of the loss. If a waiver payment has been made to an employee by the City for a period in which they re-enter coverage under the City's programs, it is understood that the employee will repay the City the amount paid for the period. If an employee's spouse has experienced a complete non-voluntary termination of health benefits elsewhere, upon proof of loss, presented to the Benefits Staff, such coverage shall be restored immediately.

## APPENDIX C - PENSION

1. The Union agrees to dismiss with prejudice its grievance, AAA Case no. 54 39 1550 87, and vacate the judgment and orders against the City in Washtenaw County Circuit Court Case No. 88 35474 cl upon the basis that this agreement settles any and all claims pertaining thereto.
2. The parties agree that if the Board of Trustees of the City of Ann Arbor Retirement System determines to cease making payments from the insurance Benefit Fund provided for by Article 1:582 of the Ann Arbor City Code, a meeting of the parties shall take place to discuss the situation presented. Such action of the pension board shall in no way diminish the obligation of the City to provide the increased pension benefits included hereinafter nor would such action interfere with the obligations of the City to provide the current level of Blue Cross Blue Shield benefits and current pension benefits to retirees and current members.
3. All employees who retire on or after 1-1-91(except for employee Harold Easton) shall receive their sick leave, vacation and comp bank payoffs currently provided in the contract in five equal annual installments with 7% interest on the unpaid balance to be paid at the time of each installment payment commencing with the second installment. The five checks will be calculated in such a manner that the net amount being paid, exclusive of interest, will be approximately the same based upon applicable tax rates at the time of retirement. The actual checks will differ in years 2 through 5 based upon interest earned and any changes in tax rates.
4. All employees who retire prior to July 21, 2006 will have two options for payout of their sick leave, vacation and compensatory time off banks. 1) Employees can choose to receive their sick leave, vacation and comp bank payoffs currently provided in the contract in five equal annual installments with 7% interest on the unpaid balance to be paid at the time of each installment payment commencing with the second installment; or 2) Employees can elect to receive up to \$75,000 of their sick leave, vacation and comp bank payoffs in the first payment at the time of retirement, with the balance to be paid in two annual installments at 5% interest on the unpaid balance.
5. Effective with retirements after July 21, 2006, all retirees will receive their sick leave, vacation, and comp bank payouts in one lump sum at the time of retirement.
6. The parties hereby agree that for employees hired on or before July 1, 1982, except as the parties may otherwise agree, from the date of this agreement until the date of each such employee's retirement from the Fire Department, neither party shall alter, attempt to alter, add to or attempt to add to through negotiation, arbitration or court of administration action, the retirement formula, the age and years of service requirements, other than what is provided in this agreement, the fact that sick leave, compensatory time and vacation are included in final average compensation, nor any current provision of Chapter 18 of the Ann Arbor City Code.

The rate of accumulation of sick leave, compensatory time, vacation time and all other proper subjects of bargaining not specifically excluded by the terms of this agreement will be open for negotiations upon the expiration of this agreement after June 30, 1992.

7. The parties hereby agree that for employees hired after July 1, 1982 and before June 1, 1990, except as the parties may otherwise agree, from the date of this agreement until the date of each such employee's retirement from the Fire Department, neither party shall alter, attempt to alter, add to or attempt to add to through negotiation, arbitration or court or administration action, the retirement formula or the age and years of service requirements, other than what is provided in this agreement, nor any current provision of Chapter 18 of the Ann Arbor City Code. The rate of accumulation of sick leave, compensatory time, vacation time and all other proper subjects of bargaining not specifically excluded by the terms of this agreement will be open for negotiations upon the expiration of this agreement after June 30, 1992.



## APPENDIX D - CLASS LIST

### Recognized Education Degree Programs For Reimbursement And Education Premium Pay

Fire Protection Engineering

Fire Science/Protection Technology

Engineering

Public Administration

Public Safety Administration

Accounting

Management Administration

Business Administration

Finance

Emergency Management

Medical Field Related To Fire Fighter Responsibilities (Examples: Respiratory Therapy, Nursing, Medical Technician, Emergency Room Technician, Paramedic Technology, Emergency Medical Services)

Adult Education/Education

Sciences (Examples: Chemistry, Computer Science, and Biology)

APPENDIX E - DENTAL PLAN BENEFITS – JANUARY 1, 2017

Summary of Dental Plan Benefits

<b>Class I Benefits – Plan Pays 75%</b>
Diagnostic and Preventative Services – Used to diagnose and/or prevent dental abnormalities or disease (includes exams, cleanings and fluoride treatments)
Emergency Palliative Treatment – Used to temporarily relieve pain
Radiographs – X-Rays
<b>Class II Benefits – Plan Pays 75%</b>
Oral Surgery Services – Extraction and dental surgery, including preoperative and postoperative care
Endodontic Services – Used to treat teeth with disease or damaged nerves (for example, root canals)
Periodontic Services – Used to treat disease of the gums and supporting structures of the teeth
Relines And Repairs – Relines and repairs to bridges and dentures
minor restorative services – used to repair teeth damaged by disease or injury (for example, fillings)
Major Restorative Services – Used when teeth can't be restored with another filling material (for example, crowns)
<b>Class III Benefits – Plan Pays 50%</b>
Prosthetic Services – Used to replace missing natural teeth (for example, bridges and dentures)
<b>Class IV Benefits – Plan Pays 50%</b>
Orthodontic Services (To Age 19) – Used to correct malposed teeth and/or facial bones (for example, braces)

Maximum Contract Benefit

\$2,000 per person total per benefit year on Class I, Class II and Class III Benefits. Payment for Class IV Benefits will not exceed a lifetime maximum of \$2,000 per eligible person.

Waiting Period

Employees eligible for dental benefits are covered following three (3) months of continuous employment.

Enrollment

Where two subscribers are eligible under the same group, and are legally married to each other, they shall be enrolled under one subscriber and shall receive benefits under one contract without coordination of benefits under this dental contract.

**APPENDIX F – HEALTH CARE PROVISIONS**

This summary is intended to be a brief description of plan provisions, and is not all-inclusive. Please call your Plan Administrator with any questions.

	<b>High Option PPO</b>		<b>Low Option PPO</b>	
	<b>In-Network</b>	<b>Out-of-Network</b>	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Medical</b>				
Deductible <sup>1</sup>	\$300 Single \$600 Family	\$600 Single \$1,200 Family	\$1,000 Single \$2,000 Family	\$2,000 Single \$4,000 Family
Coinsurance	80% after deductible	60% after deductible	80% after deductible	60% after deductible
Medical Out-of-Pocket Maximum <sup>2</sup> (includes medical copays, deductibles, and coinsurance)	\$1,500 Single \$3,100 Family	\$3,000 Single \$6,200 Family	\$3,400 Single \$6,800 Family	\$6,800 Single \$13,600 Family
Preventive Services – Adult/Child <small>*Select Services only – see BCBSM plan summaries for details</small>	Covered at 100%	Covered at 60%*	Covered at 100%	Covered at 60%*
Office Visit and Urgent Care Copay	\$10	60% after deductible	\$15	60% after deductible
Emergency Room Copay	\$50	\$50	\$50	\$50
<b>Prescription Drugs (ESI)</b>				
Retail	\$10 Generic / \$30 Brand		\$20 Generic / \$40 Brand	
Mail Order	\$20 Generic / \$60 Brand		\$40 Generic / \$80 Brand	

<sup>1</sup> Copays do not apply to the Deductible, only to the Out-of-Pocket Maximum for In-Network Services  
<sup>2</sup> Medical In-Network Out-of-Pocket Maximum includes Deductibles, Coinsurance, and Copays; Medical Out-of-Network Out-of-Pocket Maximum includes Deductibles and Coinsurance.

APPENDIX G - EYEMED VISION PLAN



CITY OF ANN ARBOR

Vision Care Services	Member Cost	Out-of-Network Reimbursement
Exam with Dilatation as Necessary	\$0 Copay	Up to \$30
Contact Lens Fit and Follow-up: (Contact lens fit and follow-up visits are available once a comprehensive eye exam has been completed.)		
Standard	Up to \$40	N/A
Premium	10% off Retail	N/A
Frames:	\$0 Copay, \$100 allowance; 20% off balance over \$100	Up to \$50
Standard Plastic Lenses:		
Single Vision	\$0 Copay	Up to \$25
Bifocal	\$0 Copay	Up to \$40
Trifocal	\$0 Copay	Up to \$55
Standard Progressive	\$60	Up to \$40
Premium Progressive	\$60, 80% of charge less \$110 Allowance	Up to \$40
Lenticular	\$0 Copay	Up to \$55
Lens Options (paid by the member and added to the base price of the lens):		
Tint (Solid and Gradient)	\$12	N/A
UV Treatment	\$12	N/A
Standard Plastic Scratch Coating	\$12	N/A
Standard Polycarbonate	\$3.5	N/A
Standard Polycarbonate for Children under 19	\$3.5	N/A
Standard Anti-Reflective Coating	\$40	N/A
Polarized	20% off retail price	N/A
Other Add-Ons and Services	30% off retail price	N/A
Contact Lenses (allowance covers materials only):		
Conventional	\$0 Copay, \$100 allowance; 15% off balance over \$100	Up to \$80
Disposables	\$0 Copay, \$100 allowance; balance over \$100	Up to \$80
Medically Necessary	\$0 Copay, Paid in Full	Up to \$200
LASIK and PRK Vision Correction Procedures:	15% off retail price OR 5% off promotional pricing	N/A

Additional Pairs Benefit

Members also receive a 40% discount off complete pair eyeglass purchase and 15% discount off conventional contact lenses once the funded benefit has been used.

Frequency:

Exam	Once every 12 months
Frames	Once every 12 months
Standard Plastic Lenses or Contact Lenses	Once every 12 months

Additional Purchases and Out-of-Pocket Discount

Member receives a 30% discount on items not covered by the plan at network Providers, which cannot be combined with any other discounts or promotional offers; the discount does not apply to EyeMed's Providers' professional services or disposable contact lenses.

Members also receive a 40% discount off complete pair eyeglass purchases and a 15% discount off conventional contact lenses once the funded benefit has been used.

Benefits are not provided for services or materials arising from: Orthoptic or vision training, subnormal vision aids and any associated supplemental testing; Aniseikonic lenses; Medical and/or surgical treatment of the eye, eyes or supporting structures; Any eye or Vision Examination, or any corrective eyewear required by a Policyholder as a condition of employment; safety eyewear; Services provided as a result of any Workers' Compensation law, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof; Plano (non-prescription) lenses and/or contact lenses; Non-prescription sunglasses; Two pair of glasses in lieu of bifocals; Services or materials provided by any other group benefit plan providing vision care; Certain brand name Vision Materials in which the manufacturer imposes a no-discount policy; or Services rendered after the date an Insured Person ceases to be covered under the Policy, except when Vision Materials ordered before coverage ended are delivered, and the services rendered to the Insured Person are within 31 days from the date of such order. Lost or broken lenses, frames, glasses, or contact lenses will not be replaced except in the next Benefit Frequency when Vision Materials would next become available.

***This Summary is intended to be a brief description of plan provisions, and is not all-inclusive. Please call your Plan Administrator with any questions.***

## APPENDIX H - JOB DESCRIPTIONS

The job descriptions for all classifications covered by this collective bargaining agreement are hereby incorporated and made a part of this Agreement. Prior to any proposed changes to the aforementioned job descriptions, the Chief will provide the Union with a copy of the proposed changes, and within thirty (30) days, the Union shall either request to meet with the Chief to discuss the changes, or respond with an answer. Job descriptions will not be changed without the Union's approval with the exception that if the union fails to respond within thirty (30) days, the Chief can make the changes to the job description and post it as final.

Effective on the date of ratification of this Agreement, all job descriptions as they are included in the 2017-2019 collective bargaining agreement will be posted on the Fire Department's shared website (so any employee can access these at any time), and a hard copy will be maintained by the Human Resources office, the Chief's office, and the Union. These will serve as the official job descriptions for all classifications covered by this collective bargaining agreement.

Job descriptions that are changed and approved by both parties after the date of Ratification of this Agreement will be signed by the Union president or his/her designee, and the Chief or his/her designee. These job descriptions will then replace the versions on the Fire Department shared website, and copies will be maintained by the Human Resources office and the Union.

## APPENDIX I - INSPECTIONS

Rental property inspections, excluding Fraternities, Sororities, Places of Public Assembly and Mixed Use facilities, will be conducted by City housing inspectors who have been trained regarding fire inspections. If deficiencies or other problems are noted in the initial inspection, Fire Department personnel will conduct any necessary follow up work. Management and the Union agree to review staffing levels in the Fire Prevention Division as experience with this process develops. Effective with the ratification of the 2004-2006 Collective Bargaining Agreement, Management agrees to maintain a minimum of three (3) inspectors in the Fire Prevention Division through June 30, 2007.

**APPENDIX J – RETIREMENT HEALTH REIMBURSEMENT ACCOUNT CREDITS**

This chart summarizes the amount credited to each IAFF employee hired after July 1, 2012, (or who transferred to a bargaining unit position from another position in which he/she was not eligible for employer paid retirement health care coverage) to the Retirement Health Reimbursement Account, until December 31, 2024.

<b>Year of Credit</b>	<b>Date of Credit</b>	<b>Amount of Credit</b>	<b>Contract Reference</b>
2012	End of calendar year <sup>3</sup>	\$2500	July 1, 2010 – June 30, 2014 Article 52, Section a, (6)
2013	End of calendar year	\$2500	July 1, 2010 – June 30, 2014 Article 52, Section a, (6)
2014	End of calendar year	\$2500	July 1, 2014 – December 31, 2016 Article 43, Section B, (2)
2015	End of calendar year	\$2500	July 1, 2014 – December 31, 2016 Article 43, Section B, (2)
2016	End of calendar year	\$2500	July 1, 2014 – December 31, 2016 Article 43, Section B, (2)
2017	End of calendar year	\$3500	January 1, 2017 – December 31, 2019 Article 44, Section B, (2)
2018	End of calendar year	\$3500	January 1, 2017 – December 31, 2019 Article 44, Section B, (2)
2019	End of calendar year	\$3500	January 1, 2017 – December 31, 2019 Article 44, Section B, (2)
2020	End of calendar year	\$4000	January 1, 2020– December 31, 2024 Article 46, Section C, (3)
2021	End of calendar year	\$4000	January 1, 2020– December 31, 2024 Article 46, Section C, (3)
2022	End of calendar year	\$4000	January 1, 2020– December 31, 2024 Article 46, Section C, (3)
2023	End of calendar year	\$4000	January 1, 2020– December 31, 2024 Article 46, Section C, (3)
2024	End of calendar year	\$4000	January 1, 2020– December 31, 2024 Article 46, Section C, (3)

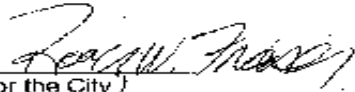
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<sup>3</sup> Employees receive pro-rata credit for the period from hire date to end of calendar year

LETTER OF UNDERSTANDING – TRANSFER FROM ANOTHER CITY DEPARTMENT

LETTER OF UNDERSTANDING – TRANSFER FROM ANOTHER CITY DEPARTMENT  
TRANSFER FROM ANOTHER CITY DEPARTMENT

It is hereby understood and agreed between the City of Ann Arbor and Local 693, I.A.F.F., that employees who transferred to the Fire Department from another City department before the current language appearing in Article 12, Section e was adopted into the 1983-86 agreement shall continue to have their pay increments calculated on the basis of their full City seniority.

  
For the City

10/1/07  
Date

  
For the Union

9/19/07  
Date



## INDEX

<b>A</b>			
Agreement	4	Maintenance of Membership	10
Aid to Other Unions	9	Management Rights	7
Apparatus Staffing	38	Minimum Staffing	38
Authorization for Payroll Deduction	11	Miscellaneous	98
<b>C</b>			
Class List	115	Overtime	31
Code Days	67		
<b>D</b>		<b>P</b>	
Daily Temporary Assignments	51	Parking Facilities	99
Dental Plan	116	Payment by Check-Off	11
Departmental Rules and Regulations	24	Pension	94
Discrimination	8	Personal Articles Damage	87
Duration	103	Personal Leave Days	69
<b>E</b>		Physical Standards	40
Equalization of Overtime	37	Promotions	44
EyeMed Vision Plan	118	Purpose and Intent	5
<b>F</b>		<b>R</b>	
Fire Officer Training	70	Recall	28
Food Allowance	76	Recognition	6
<b>G</b>		<b>S</b>	
Grievance Procedure	20	Salary Schedule	82
<b>H</b>		Savings	102
Health Care Plan	117	Special Conferences	23
Health Insurance Waiver Program	111	Station Duties	39
Hospitalization, Dental, Optical	88	<b>T</b>	
<b>I</b>		Table of Contents	2
Indemnification Policy	101	Temporary Transfers	54
Index	122	Training and Education	70
Inspections	120	Transfer from Another City Dept.	121
<b>J</b>		Tuition Reimbursement	70
Job Descriptions	119	<b>U</b>	
<b>L</b>		Union Dues	11
Layoffs	27	Union Representation	13
Leaves of Absence	57	Union Membership	10
Letter of Understanding	121	<b>V</b>	
Life Insurance Coverage	92	Vacation Leave	64
Light Duty Assignment	41	<b>W</b>	
Lights and Gloves	86	Work Schedule	29
		Worker's Compensation	42

