

AGREEMENT
BETWEEN
CITY OF TRAVERSE CITY
AND
TRAVERSE CITY FIREFIGHTERS ASSOCIATION,
AFL-CIO

07-01-2014 THROUGH 06-30-2016

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AGREEMENT
Between
CITY OF TRAVERSE CITY
And
TRAVERSE CITY FIREFIGHTERS ASSOCIATION, AFL-CIO

This AGREEMENT entered into, covering the period of July 1, 2014 to June 30, 2016, by and between the CITY OF TRAVERSE CITY, Traverse City, Michigan, hereinafter called the "City," and TRAVERSE CITY FIREFIGHTERS ASSOCIATION, AFL-CIO, also known as Local 646 International Association of Firefighters, hereinafter called the "Association."

WITNESSETH;

ARTICLE 1
PURPOSE AND DEFINITIONS

Section 1 - Purpose: The parties hereto have entered into this Agreement pursuant to the authority of Act 379 of the Public Acts of 1965, as amended, to incorporate understanding previously reached and other matters into a formal Agreement; to promote harmonious relations between the City and Association in the best interests of the community; to improve the public firefighting service and provide an orderly and equitable means for resolving future differences between the parties.

Section 2 - Definitions: The City shall include the City Commission, City Manager, Fire Chief, and all others duly authorized to act on their behalf. The Association shall include all firefighters below the rank of Chief, excluding clerical personnel.

Whenever the singular number is used it shall include the plural. Employee shall mean any individual member of the bargaining unit whether a supervisor or not.

ARTICLE 2
COVERAGE

This Agreement shall be applicable to all full time Firefighters, Fire Lieutenants and Fire Captains of the Fire Department of the City, whether working in fire suppression or fire inspection/prevention.

ARTICLE 3
RECOGNITION

The City recognizes the Association as the sole and exclusive representative for purposes of collective bargaining with respect to rates of pay, hours of employment and other terms and conditions of employment for all Fire Department employees, excluding the Fire Chief and clerical personnel.

ARTICLE 4
UNION MEMBERSHIP

All employees shall, as a condition of continued employment, pay to the Association an amount of money equal to that paid by other employees in the bargaining unit who are members of the Association, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees and its regular and usual dues. For new employees, the payment shall start thirty-one (31) days following the date of employment.

ARTICLE 5
DEDUCTION OF DUES

During the period of time covered by this Agreement, the City agrees to deduct from the pay of any employee all dues and/or initiation fees of Local 646, provided, however, that the Association presents to the City authorization, signed by such employees, allowing such deductions and payments to the local Association. This may be done through the Treasurer of the Association.

- A) Amount of initial fees and dues will be certified to the City by the Treasurer of the Association.

- B) Monthly agency fees and initial agency fees will be deducted by the City and transmitted to the Association as prescribed above for the deduction and transmission of Association dues and initiation fees.

The Association agrees that in the event of litigation against the City of Traverse City, its agents of employees arising out of this provision, the Association will co-defend and indemnify and hold harmless the City, its agents or employees for any monetary award arising out of such litigation.

ARTICLE 6

AGREEMENT TO NEGOTIATE

It is agreed that during the term of this Agreement, and while both parties, or either party, is willing to continue negotiations for the renewal of this Agreement, there shall be no lockouts, strikes, stoppages of work, slowdowns or interruptions of service. All matters in dispute shall be handled in the manner provided by the grievance procedure and other contract provisions. The City agrees, as part of the consideration of this Agreement, that neither the Association, its officers or official representatives, shall be liable for damages for unauthorized picketing, strikes, concerted failure to report to work, slowdowns or stoppages of work if:

- A) The Association gives written notice to the City and the employees involved within twenty-four (24) hours of such action, that it has not authorized the stoppage, strike, slowdown or suspension of work and such written notice directs the employees involved to return promptly to their jobs and cease any further violation of this Agreement, and if
- B) The Association at the same time authorizes the City to give further publication of such notice as in the sole judgment of the City appears desirable.

It is recognized that the City has the right to take disciplinary action, including discharge, against any employee who is responsible for or participates in a breach of this provision, whether or not the Association gives the notice provided in this section, and that such action shall not be subject to dispute or grievance by the Association.

ARTICLE 7

MANAGEMENT RIGHTS PROVISIONS

- A) The Association recognizes the right of the City to operate and manage its affairs in all respects in accordance with its responsibilities. The powers or authority which the City has not specifically abridged, delegated or modified by this Agreement are retained by the City.
- B) The Association recognizes the exclusive right of the City to establish reasonable work rules, determine reasonable schedules of work, determine and establish methods, processes and procedures by which such work is to be performed as well as set work standards. The City also reserves the right to make work assignments in emergency situations within the limitations of this contract.
- C) The City has the right to reclassify existing positions based on assigned duties and responsibilities or make changes in assigned duties and responsibilities, it being understood by the parties that only the significant and principal duties and ranges of skill are enumerated in Class Specifications and Job Descriptions; incidental duties, similar and related, although not enumerated, are intended to be performed by the employee.
- D) The City reserves the right to discipline or discharge for just cause.
- E) The City reserves the right to layoff for lack of work or funds, or the occurrence of conditions beyond the control of the City or where such continuation of work would be wasteful and unproductive.
- F) The Association recognizes that the City has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the City.
- G) The responsibilities of the City Manager and the Fire Chief, governed by charter provisions, ordinances, and personnel rules, subject to the provision of this Agreement, include and they have the right to hire, assign, transfer, and promote employees to positions within the agency; to suspend, demote, discharge, or take other disciplinary action against employees; to relieve employees from duty because of lack of work or lack of funds; to determine methods, means and personnel necessary for departmental or agency operations, to control

departmental or agency budgets; to take whatever actions are necessary in situations of emergency to perform the functions of the department; to administer pay and fringe benefit plans; and to provide the necessary surveys, research, rules, regulations and recommend resolutions and ordinances for this purpose.

- H) If the City in its sole discretion, decides to enter into integration of emergency services, it will notify the Union in advance of entering such integration. The Union agrees to participate in discussion and to bargain about the effects of such integration on the bargaining unit personnel. This shall not constitute a contract re-opener or a waiver by the Union of any bargaining rights.
- I) It is understood and agreed that nothing in this Article shall be deemed to waive or in any way impair the Union's bargaining rights under PERA, or the Union's rights under Article 27 of this Agreement.

ARTICLE 8

ASSOCIATION ACTIVITIES

Section 1 - General: All full-paid Firefighters, Fire Lieutenants, and Fire Captains, whether working in fire suppression or fire inspection/prevention, shall have the right to join the Association; to engage in lawful concerted activities for the purpose of collective grievances or complaints related to working conditions or compensation of their employment or their interference, discrimination or reprisal.

Section 2 - Released Time: Officers and other representatives of the Association shall be afforded reasonable time during regular working hours with the permission of the Fire Chief or his designee, without loss of pay, to fulfill their responsibilities of negotiating with the City, processing of grievances and administration and enforcement of this Agreement when it does not interfere with the operations which are the responsibility of the department.

Section 3 - Bulletin Boards: The Association shall be provided suitable bulletin board space including at least one at each Fire Station, for the purpose of posting Association notices or other materials. The Association may designate persons responsible therefore. Use of such bulletin board space may be shared with the department.

Section 4 - Meeting: The Association may schedule meetings on the Fire Department property, with the approval of the Fire Chief, provided that such meetings are not disruptive of the duties of the employees or the efficient operation of the department.

ARTICLE 9 REPRESENTATION

Section 1 - Committee: The members of the Association may be represented by a negotiating committee and their selection will be in any manner determined by the Association. The City will recognize these committee members as representatives of the Association in the administration of the provisions of the Agreement, grievance procedure and special conferences herein provided, except that the individual members of the department may process their own Grievance if desired. The Association will keep the City informed, in writing, of the employees' names and their alternates who are members of this committee. The City agrees to release members of this committee during their regular tour of duty for special conferences, provided that no overtime shall be paid nor shall such conferences interfere with the emergency or regular operation of the department.

Section 2 - Negotiating Committee: The Association has the right to designate its own negotiating representatives and such representatives need not be employees of the City.

Section 3 - Mail: All post office mail addressed to the Association and its Negotiating Committee shall be placed unopened into the Union's mail box.

ARTICLE 10 GRIEVANCE PROCEDURE

Section 1 - Statement of Purpose: The parties intend that the grievance procedure shall serve as a means for the peaceful settlement of disputes as they arise. The parties shall seek to secure, at the earliest level possible, equitable solutions to complaints or grievances of employees or groups of employees. Both parties agree that proceedings under this Article shall be kept as informal and confidential as may be appropriate.

Section 2 - Definitions: A "Grievance" shall be a complaint by an employee, the Union, or group of employees concerning the application and/or interpretation of this Agreement which is subject to the grievance procedure established herein. Failure of the City or the Association to

respond to a grievance or grievance answer at any stage within the time limits specified shall be considered an acknowledgement that the opposite party's position is acceptable.

Section 3 - Grievance Answers: The Step 1 and Step 2 grievance answers shall be in writing within seven (7) calendar days after the meeting. The written response shall be either hand delivered to a Union officer and signed for and/or sent by registered mail to the Union through the US Post Service. In case, the hand delivery and/or the certified mail date shall be within the time frame provided in this section.

Section 4 - Steps in Grievance Procedure:

- A) Step One (1): An employee with a grievance shall first discuss it with the Fire Chief together with a Union representative to try to resolve the matter informally, within seven (7) calendar days of the date of the event which originated the grievance. If the grievance is not satisfactorily resolved by the Fire Chief within seven (7) calendar days of the grievance meeting, the employee may reduce it to writing on a grievance form to proceed to step two.
- B) Step Two (2): If the Fire Chief's answer is felt to be unsatisfactory, the employee or union representative may file the grievance in writing within seven (7) calendar days after receipt of the Fire Chief's Step 1 response, with the City Manager. When so filed, a meeting between the employee and/or union representative and the City Manager and/or his representative, will be arranged to discuss the grievance within seven (7) calendar days from the date the grievance is submitted to the City Manager. The City Manager shall submit his/her answer to the grievance in writing, within seven (7) calendar days after the meeting.
- C) Step Three (3): In the event the last step fails to settle the grievance, the union, within thirty (30) calendar days from receipt of the City Manager's Step 2 answer may appeal to arbitration by filing with The American Arbitration Association (AAA) panel in Michigan. The arbitration process shall be as provided for in the AAA Rules and a Michigan arbitrator shall be selected.

The Arbitrator shall be limited to the application and/or interpretation of this Agreement and shall have no power to add to, subtract from, or modify the express terms of this Agreement in any respect. The Arbitrator's decision shall be

final and binding. The fees and expenses of the Arbitrator shall be shared equally by the Union and the City.

The individual grievant(s) (if any), the Union President, and one other Union officer shall be released from work without loss of pay or benefit in order to attend the entire hearing. In addition, other employees called to testify by either party shall be released from work without loss of pay or benefit for such time as needed for their testimony to be completed. In any event Fire Department operations will be adequately staffed.

ARTICLE 11

DISCIPLINE AND DISCHARGE

In the case of any type of disciplinary action taken by the City, appeals from such action shall be in accordance with the Grievance and Arbitration Procedure provisions of this Agreement.

- A) The City shall not impose any type of disciplinary action on a non-probationary employee without just cause. It is mutually agreed that progressive discipline for minor offenses shall be employed and, therefore, the non-probationary employee shall first receive an oral and a written warning notice before more severe discipline is issued. It is acknowledged, however, that a warning notice, whether verbal or written, need not be issued first for major infractions. No employee shall be subject to an investigative interview until the employee and a Union official have been advised in writing of the incident and alleged offenses being investigated. (An investigatory interview is where an employee is questioned, and it is probable that his/her answer(s) could potentially result in discipline of that employee.) If in the course of the investigatory interview, if the employee reasonably believes that the interview may lead to discipline, the employee may request the presence of the Union President or designee. All disciplinary charges must be brought against an employee within a reasonable time after the employer becomes aware of the incident or grounds for the discipline. All discipline issued must be by proper written notice to the employee and a Union official citing the

specific offense(s) of which the employee was determined guilty and the reasons) for the discipline. In addition, all charges shall be void unless filed within ninety (90) calendar days following the date the Chief becomes aware of the violation.

- B) The discharged or suspended non-probationary employee will be permitted to review their discharge or suspension with their Union official and the employer will make available an area where the employee may do so before the employee is required to leave the property of the City. Upon request, the City or designated representative may discuss the discharge or suspension with such employee and the Union official.
- C) No employee shall be suspended from work without pay due to a pending investigation or due to pending criminal charges. In the event that the City desires to remove an employee from the workplace while the City completes its investigation, or because there are pending criminal charges against the employee, then the City shall place the member on an "administrative leave with pay" during which wages, seniority, and benefits shall continue.
- D) Should a non-probationary employee who has been discharged or given a disciplinary suspension consider such discipline to be improper, a grievance may be processed initially at the written step of the grievance procedure, provided the grievance is submitted within seven (7) calendar days from the date discipline was imposed on the grieving employee. Discipline and/or discharge of a probationary employee is not subject to the grievance procedure.
- E) All discipline shall be removed from an employee's files and personnel records after thirty-six (36) months, and shall not thereafter be used in connection with any subsequent discipline.
- F) Time Computation. Saturday, Sunday and holidays shall not be counted under the time procedures established in the grievance procedure.
- G) Grievance Form. The grievance forms shall be mutually agreed upon.

ARTICLE 12
BRANCHES OF SERVICE

Traverse City Fire Department established two branches of service: Fire Suppression and Fire Inspection Prevention. Separate promotional lists for the respective services will be maintained and only candidates on the respective lists will be eligible for the associated service. Assignment to Fire Inspection/prevention services is a 40 hour per week position. Wages and benefits for personnel assigned to Fire Inspection/Prevention services will be those established within this Agreement for an 8 hour per day employee. Total accumulated time of service in TCFD, whether assigned to Fire Inspection/Prevention or Suppression will count together as one for retirement purposes.

Section 1 - Employees Hired Prior to 9/14/2005: The following criteria applies only to employees hired before 9/14/2005, for Fire Inspection/Prevention:

The Lieutenant position in Fire Inspection/Prevention will have the following responsibilities: inspections, public education, and management and administration of the departments training.

The Captain position in the Fire Inspection/Prevention will have the responsibility of administration of Fire Inspection/Prevention branch and Fire Marshal.

- A) Any employee meeting this Section 1 criteria will be allowed to make application for promotion in the other service, either Fire Inspection/Prevention or Suppression if the position is available and the applicant meets all of the job requirements. The current promotional process at the time of application will be followed.
- B) Captains requesting transfer to Fire Inspection/Prevention services of the same rank shall successfully complete the requirement for State Inspection Certification within two attempts, and no later than eighteen months from the date assigned. If the certification is not attained and maintained the employee will remain in their current assignment until a position in suppression at the same rank becomes available.
- C) Total accumulated time of service in TCFD, whether assigned to Inspection/Prevention or Suppression services will count together as one for promotional purposes.

- D) Fire Inspection/Prevention employees may work overtime shifts in Suppression services. Current practices for filling optional and mandatory positions will be followed as outlined in the collective bargaining agreement.

Section 2 - Employees Hired After 9/14/2005: The following criteria applies only to employees hired after 9/14/2005, for Fire Inspection/Prevention:

The Lieutenant position in Fire Inspection/Prevention will have the following responsibilities: inspections, public education, and management and administration of the departments training.

The Captain position in the Fire Inspection/Prevention will have the responsibility of administration of Fire Inspection/Prevention branch and Fire Marshal.

- A) Minimum requirements for application to Fire Inspection/Prevention services are State of Michigan certifications or equivalent in Fire Fighter I, Fire Fighter II, and Medical First Responder (MFR).
- B) Only time worked in Fire Inspection/Prevention services counts for promotion in Fire Inspection/Prevention services. No time worked in Suppression services counts toward seniority or promotion in Fire Inspection/Prevention services.
- C) Only the time worked in Suppression services counts for promotion in Suppression services. No time spent in Fire Inspection/Prevention services counts toward seniority or promotion in Suppression services.
- D) Employees in Fire Inspection/Prevention services may apply for eligibility lists for Suppression services following current hiring practices, but must meet minimum requirements. If hired in that capacity, the employee would start at the lowest rank above probationer. Medical Control Authority requirements must also be met within six months. If not met, the employee shall return to their previous service and pay grade.
- E) Employees in Suppression services may apply for the eligibility list for Fire Inspection/Prevention services. The rate of pay will be at their current step with pay not exceeding the top step of the position of Fire Fighter Inspector. Inspection education evaluation requirements for probation in Inspection/Prevention services must also be met within six months. If not met, the employee

shall return to their previous service and pay grade as long as the employee has maintained all requirements for that position.

- F) New employees hired into the position of Fire Inspection/Prevention services shall participate in training pursuant to state certification as soon as training becomes available. Employees must successfully complete the test to attain state certification within two attempts within a twelve (12) month period to retain employment with the Traverse City Fire Department. Fire Inspection/Prevention services employees are required to maintain state certification. Fees to attain/maintain State Inspection certification will be paid for by the TCFD.
- G) Fire Inspection/Prevention employees will respond to incidents during their regular duty day and for "all-call" emergencies at the discretion of the incident commander.
- H) The probationary period for Fire Inspection/Prevention employees shall be the same as that for Fire Suppression personnel. Criteria for employees assigned to Fire Inspection Prevention services will include Inspection education instead of medical education.
- I) Fire Inspection/Prevention employees are not eligible to work overtime assignments in Suppression services unless no Suppression employees are available to work in accordance with the collective bargaining agreement.

ARTICLE 13

PROMOTIONS

SUPPRESSION AND PREVENTION/INSPECTION

- I. Promotional vacancies within the Fire Department to the positions of Lieutenant and Captain shall be based on the following factors:
 - A) Qualified applicants may apply and promote in either the fire suppression services or fire prevention/inspection service in accordance with the provisions of Article 12, Branches of Service.
 - B) Promotions shall be on a competitive basis.
 - C) Written and oral examinations are to be based upon the classification of vacancy to be filled.

D) The City agrees that all full-time promotional vacancies within the Fire Department as stated above shall be filled by competitive examination using the following criteria:

Written examination	40 points
Oral examination	35 points
Seniority	15 points
Service Rating	10 points (Average of last 2 years)

- E) The written examination shall be given first. The applicant must receive a score of 70% or higher on the written examination to receive further consideration. The City shall choose the candidate having the highest total points (written, oral, seniority, and service rating) shall be entitled to the promotion. Promotions will take place from the current promotional list.
- F) Notices for promotional examinations shall be posted for a period of fourteen (14) calendar days and will indicate the requirement and appropriate study material for such examination.
- G) The City will not be obligated to consider a request for examination from an employee unless that employee submits the request in writing during the posted period.
- H) Employees on scheduled duty during any portion of the competitive exam shall not lose pay or benefit by participating in the exam. The City will not pay additional pay or benefit for those employees not on schedule duty to participate in any portion of the competitive exam.

II. **Written Examination:** 40 points

The written test that is given to candidates for promotions shall be uniform and validated. Tests shall be acquired through a validated testing agency mutually agreeable between the City and the Union. Applicants participating in such examinations shall be given the results thereof.

A City representative shall conduct the written examinations. The City shall give a minimum of 45 days advance written notice of the examination to the candidates. The person conducting the examination shall be present and maintain quiet in the examination room at all times so that all candidates may have a fair and equal opportunity to do their best. Talking among candidates shall be prohibited. No candidates shall leave the examination room without

permission. The person in charge shall answer no questions pertaining to the examination. Written examination papers shall contain no identification other than the number placed on it by the candidate. The name of the candidate and his/her identification number shall be placed in an envelope, sealed and retained in the files of the City until the examination papers have been graded and the tabulated results returned.

III. Oral Examination: 35 points

The internal oral examination shall be conducted by a panel consisting of the Chief and the four most senior officers in that rank who are not involved in the testing process. The panel shall not conduct any oral examination unless all of the specified members are present.

Candidates shall be rated on a rating form. Each panel member shall mark a rating form and the average score shall determine the points awarded. Scoring shall be calculated using the three middle scores average. The highest and lowest scores shall be removed from consideration. The format shall be at the discretion of the panel. No scores on other portions of the promotional examination shall be made known to the panel. A minimum of fifteen (15) calendar days advance written notice must be given to the candidates as to the date, time, and location of the interview.

IV. Seniority: 15 Points

Seniority shall be calculated as one point per year with the Traverse City Fire Department of job experience, beginning at 5 years through 20 years. The seniority score shall be computed to the nearest thousandth of a point to the date the written test is given.

V. Service Rating: 10 points

The service rating score shall be calculated by taking the average of the immediate past two (2) years ratings mathematically correlated. (Service rating process/form will be mutually agreed upon by the Union and City.)

Promotional lists will remain in effect for a period of up to two (2) years from the date the list is established, however, if a new list goes into effect it shall supersede the existing list. Testing will start six (6) months prior to the expiration of the current promotional list. If a list is depleted, a new promotional test shall be given as soon as possible if the next scheduled promotional test for that rank is greater than six months away. If it is less than six (6) months until the next scheduled promotional test for that rank then the test shall be conducted on the scheduled date. In either event, until the promotional test is completed and a promotion made,

the promotional vacancy shall be filled by the acting officer on that crew. If the crew does not have an acting officer, then the most senior fire fighter on the affected crew will become the acting officer. If the position tested for is turned down by the candidate, the candidate will be removed from the promotional list.

In all promotional examinations, ties in the total score shall be broken using the following categories in order listed: seniority, written, oral.

Eligibility Requirements;

A) Years and Rank:

1) To be eligible to apply for promotion to Captain, two (2) years in the next lower rank of Lieutenant shall be required; however, if there are less than two (2) persons eligible to apply, then eligibility shall be opened up to the following successive ranks/years, in the following order, until there are at least two (2) persons eligible to apply:

- Lieutenant under two (2) years rank
- Probationary Lieutenant
- Fire Fighter on the Lieutenant list
- Fire Fighter over five (5) years of service
- Fire Fighter under five (5) years of service but greater than one (1) year of service.

2) To be eligible to apply for promotion to Lieutenant, five (5) years in the next lower rank of Fire Fighter shall be required; however, if there are less than two (2) persons eligible to apply, then eligibility shall be opened up to Fire Fighters with less than five (5) years of service but greater than one (1) year of service.

Should a probationary officer fail his or her probation period, he or she shall be excluded from the next promotional cycle for either rank.

VI. Responsibilities of Officers. All Lieutenants and Captains of the Fire Department are considered to be direct representatives of the Fire Department and of the Fire Chief. It shall be their responsibility to support and enforce all policies and rules of the City of Traverse City. They shall be just, dignified and firm in their dealings with subordinates; shall abstain from violent, abusive and immoderate language in giving orders and directions or in conversation with their subordinates. They shall enforce obedience to rules and orders, and shall promptly report any transgression of laws, rules or orders with adequate sustaining evidence immediately to the

Fire Chief. They shall be expected to perform their duties to the utmost of their ability and, in all their actions, to set an outstanding example for their subordinates.

ARTICLE 14

SALARIES

Section 1 - General: The salary schedule attached hereto as "Schedule A" shall be effective for the term of this Agreement.

Section 2 - Above Grade Pay (Acting Officer Pay, Assignment): A twenty-four (24) hour shift employee, whom upon request, temporarily assumes the rank, duties and responsibilities of a position that is greater than his/her regularly responsibility, and classified in a higher salary schedule, shall be paid an additional \$20.00 per shift day, if such temporary assignment is for at least a minimum of six (6) hours of the shift. An eight (8) hour per day employee shall be paid an additional \$1.00 per hour.

In the event of a temporary absence of the Chief, an Acting Chief selected from the existing list of Captains may be designated by the City Manager. Any temporary absence for the rank of Acting Captain shall be Lieutenant. Any temporary absence for the rank of Acting Lieutenant shall be one of the candidates from the current Lieutenant promotional list. The three (3) highest scoring candidates from the current list shall be placed on separate crews. Any subsequent Acting Lieutenant officer vacancies shall be filled using the next highest scoring candidate from the current Lieutenant promotional list.

In cases where the current Lieutenant promotional list is depleted of candidates, the senior firefighter on the affected crew shall be offered the Acting Lieutenant Officer assignment, until a new promotional list is established. (Reference: Article 12, Section IV, Second paragraph.) Employees not eligible for consideration as Acting Lieutenant would be those who failed the probationary process for said position until the next promotional list is established.

Any temporary absence (sickness, accident, vacation, etc.) requiring an Acting Officer shall be filled from the shift on which the vacancy occurs. Acting Officers shall only be selected from the top three (3) scores.

Section 3 - Longevity Pay: In addition to the salary set forth in the salary schedule, employees shall receive longevity pay as follows:

8 years continuous service	3%
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12 years continuous service	5%
16 years continuous service	6%
20 years continuous service	7%

Employees hired after July 1, 1995, shall have the following longevity schedule:

8 years continuous service	\$300.00 per year
12 years continuous service	\$500.00 per year
16 years continuous service	\$600.00 per year
20 years continuous service	\$700.00 per year

Section 4 - Overtime Pay:

- A) Overtime work for twenty-four (24) hour shift employees held over their normal duty day, called back from their day off, or mandatory training shall be paid at the rate of one and one-half (1-1/2) times their hourly rate, provided that a minimum amount of pay for those called back shall be the equivalent of two (2) hours at one and one-half (1-1/2) times the hourly rate. An eight (8) hour per day employee shall receive one and one-half (1-1/2) times their hourly rate for all hours worked over forty (40) hours per workweek, provided, however, that a minimum amount of pay for those called back after their normal work day during their normal work week shall be paid the equivalent of two (2) hours at one and one-half (1-1/2) times the hourly rate.
- B) Mandatory Overtime: Fire Inspection/Prevention employees hired prior to 9/14/2005 may work overtime shifts in suppression services in accordance with this Section. Fire Inspection/Prevention employees hired after 9/14/2005, are not eligible to work overtime assignments in suppression services unless no suppression services employees are available to work that assignment in accordance with this Section.
- Mandatory overtime for suppression will be assigned only in the event that all reasonable efforts to obtain a volunteer to work the overtime have been exhausted. In that event, mandatory overtime will be assigned to employees in the order of the mandatory overtime distribution list. The mandatory overtime shall be assigned to the employee at the top of the list by the officer in charge, unless there are extenuating circumstances as determined by the officer in charge.

Once an employee has worked one mandatory overtime assignment, regardless of duration of the assignment, that employee's name shall be crossed off the list.

Once all employees have worked one mandatory overtime assignment, regardless of duration of the assignment, then a new list shall be established again listing all employees in inverse seniority as provided above. At the end of each calendar year, the list in effect shall be extinguished effective midnight of December 31, and a new list shall be commenced again listing all employees in inverse seniority as provided above. The following shall also apply:

- 1) As per PA Act 125, 24 hour shift employees can only be mandated to work the middle two (2) days of their four (4) day off. All employees working 8 hour shift positions can only be mandated to work 24 hour shift work on the six (6) days not covered by a 24 hour shift employee during the twelve (12) day cycle.
- 2) No employee who is scheduled to be off on pre-approved leave time when the mandatory overtime assignment is to occur shall be ordered to work the mandatory overtime assignment, provided that the time off was scheduled at least two weeks prior to when the mandatory overtime assignment is to occur.
- 3) If the mandatory overtime assignment requires that the person working it be an officer (i.e., Captain or Lieutenant), Paramedic, or Airport Rescue Fire Fighter (ARFF), then the least senior person on the list having that qualification shall be ordered to work the mandatory overtime assignment.
- 4) Mandatory overtime hours worked shall be included in total overtime worked annually for purposes of voluntary overtime distribution.
- 5) All reasonable efforts shall be promptly made to contact the person due under the list for the mandatory overtime assignment, by telephone and otherwise. In the event that person cannot be contacted in sufficient time before the mandatory overtime assignment must be filled, then the next employee on the list be contacted.
- 6) If a new hire starts in the middle of a calendar year, they will be placed at the top of the list after successful completion of their probationary period.
- 7) As much advance notice of the mandatory overtime assignment will be given as possible.

8) If the employee assigned to work the mandatory overtime finds an employee, who possesses the necessary qualifications required for the work, willing to work the mandatory overtime shift, credit shall be given to the person who actually worked the shift, just as if they had been assigned the mandatory overtime, and no credit shall be given to the person who was assigned.

Section 5 - Compensatory Time for Voluntary Training: Employees will receive compensatory time for voluntary training provided the employees receive prior approval from the Fire Chief. The following procedure for the accrual of compensatory time will be followed:

A) 40 Hour Employees: All 40 hour employees of the Fire Department will earn compensatory time at a rate of one and one-half (1.5) hours straight time for each hour of travel time, classroom time and after class study time that is worked in excess of the amount of eight (8) hours per day. Any portion of a duty shift not used in class, traveling to/from class, and/or study time must be worked. An employee shall be paid for a minimum of eight (8) hours for all non-travel day training except for when the posted class scheduled indicates otherwise.

Formula: (Applies to duty day)

$(\text{Travel to} + \text{class time} + \text{study time} + \text{travel from}) - 8 \times 1.5 \text{ hours} = \text{comp time earned.}$

Formula: (Applies to non-duty day)

$(\text{Travel to} + \text{class time} + \text{study time} + \text{travel from}) \times 1.5 = \text{comp time earned.}$

B) 56 Hour Employees: **Local** Training will be defined as conferences, seminars, workshops, etc., that are held within seventy-five (75) miles from Fire Station #1, one way.

Employees will receive compensatory time for voluntary local training provided the employees receive prior approval from the Fire Chief. Compensatory time will be earned at the rate of time-and-one-half (1.5) for every one (1) hour of travel, classroom, and after class study time that is worked on a non-duty day.

Out of Town Training will be defined as conferences, seminars, workshops, etc., that are held beyond seventy-five (75) miles from Fire Station #1, one way.

Employees will earn compensatory time for voluntary out of town training at the rate of one (1) hour straight time for each one (1) hour of travel time, classroom time, and after class study time that is worked on an off-duty day. Comp time cannot be earned on a regular duty day. If, on a duty day, an employee returns from out-of-town training after 10:00 pm, the employee will not be required to report to duty for the remainder of the shift. The employee shall not lose pay or benefit. Prior to leaving for class, the employee is to notify their officer of the anticipated arrival time back to Traverse City. If the employee expects to return later than originally planned, the employee is to contact the officer on duty so the officer can make arrangements for shift coverage.

Formula: (Only applies to non-duty day)

Travel to + class time + study time + travel from = comp time earned. One (1) hour comp time = one (1) hour straight time.

- C) Compensatory Time Record Keeping: Upon completion of the class, the employee shall provide their Shift Commander with a written record of comp time earned. This record will then be logged into payroll and forwarded to the Fire Chief, who will keep a record of comp time for all Fire Department employees.

USING COMPENSATORY TIME:

- 1) If the employee wishes to use comp time, he/she must:
 - a) fill out a comp time use request form,
 - b) get approval from the Shift Commander and Fire Chief previous to its use,
 - c) satisfy the requirements listed below.
- 2) Employees may use compensation time with approval from the Shift Commander and Fire Chief any time preferred as long as its usage does not cause a shift vacancy that requires overtime personnel to fill, unless approval for overtime is obtained from the Fire Chief or his designee.

3) If compensation time has been previously scheduled less than 14 days in advance and a shift vacancy occurs that requires overtime personnel to fill, the compensation time will be canceled unless approval for overtime is obtained from the Fire Chief or his designee.

4) An exception to #2 will be if an Acting Officer is required to fill a vacancy caused by a Line Officer absence, whereas the comp time taken by the fire fighter is not the reason/cause of the overtime on that shift, and would occur regardless of the fire fighter's absence. A Line Officer must be replaced by an acting officer using overtime regardless of a scheduled absence of a fire fighter. In this instance, comp time usage does not affect the necessity of overtime.

5) If time off has been scheduled using comp time, such comp time will not be subject to an automatic bump by a vacation time, if the comp time has been scheduled more than 14 days in advance. If it was scheduled less than 14 days in advance, it may be subject to bumping by other personnel. If any dispute, seniority shall prevail.

6) Compensation banks are capped at 60 hours time. The employee shall strive to prevent the accumulation of comp time above this figure. If the employee is at or near the 60 hour limit, and earning more comp time is unavoidable due to class scheduling, any time earned past the 60 hour cap will be paid out to the employee during the next payroll cycle.

7) For purposes of use, accrued comp time will be used in no less than one-quarter (1/4) hour increments.

Section 6 - Off-duty Call-in or Court Appearance Pay. Any employee, who in the line of duty, must appear in a court outside their scheduled hours or is called in outside their scheduled hours in a duty case, shall be entitled to three (3) hours call-in pay.

ARTICLE 15

HOLIDAYS

The following holidays are recognized by the City:

NEW YEAR'S DAY

PRESIDENT'S DAY

GOOD FRIDAY

MEMORIAL DAY

LABOR DAY

THANKSGIVING DAY

DAY AFTER THANKSGIVING

CHRISTMAS DAY

JULY 4TH

VETERANS DAY

All 24-hour employees shall receive the equivalent of the employee's hourly rate (calculated as a 40-hour employee) x 8 hours at 1-1/2 as holiday pay. The additional pay shall be paid in the payroll period in which the holiday falls.

When a holiday falls within an employee's vacation period or during an approved leave of absence with pay and the employee is absent from work because of their vacation or because of a paid leave of absence, the employee will be paid that holiday in addition to his vacation pay or leave pay for that day. This is in lieu of double time pay for those affected shifts working the holiday, so that all 24-hour shift employees have an equal share.

An employee who is on leave of absence or layoff at the time a holiday occurs will not be paid for that holiday except if on a sick leave, or a layoff caused by a reduction in the staff which commenced during the work week prior to or during the week in which the holiday occurs.

If any of the designated holidays fall on Saturday or Sunday, it shall be observed the following Monday for forty (40) hour/week employees.

The days on which the above holidays are celebrated shall be the same as those observed by the U.S. Government, where applicable.

ARTICLE 16

INSURANCE

Section 1 - Medical Insurance: The employer shall provide the following health benefits. The coverage is the Priority Health Savings Account HMO 100% Hospital Plan with minimum individual and family deductibles, subject to annual deductible adjustment in accordance with Internal Revenue Service (IRS) regulations, and \$10 generic/\$40 brand name copayment for prescription drugs, or equivalent plan. For employees unable to qualify for the above plan due to IRS regulations, the City will make available Priority Health Copay Alignment HMO 100% Plan with \$20 copayment primary care provider office visit, \$35 copayment specialist office visit and \$10 generic/\$40 brand name copayment for prescription drugs, or equivalent plan, or Priority Health HMO 100% Plan (Priority 1) with \$10 copayment primary care provider office visit, \$10 copayment specialist office visit and \$10 generic/\$30 brand name copayment for prescription drugs, or equivalent plan.

It shall be a requirement of the insurance carrier to provide benefit guides/descriptions fully explaining covered benefits.

There may be the other plans or insurance carriers offered as options to the employees.

It shall be the responsibility of the employee to report changes in status to the Human Resources within thirty (30) days of such change. Such changes include: birth or death of a family member, marriage of a dependent, divorce, or election of coverage under a spouse's policy of hospitalization.

There shall be a City of Traverse City Group Health Insurance Committee consisting of representatives from each union and administrative group. Two (2) members of the Association will be part of this committee. The committee shall periodically examine the health insurance program including, but not limited to, alternate providers, benefit levels, and premiums and shall make recommendations to the City regarding such.

The City retains the right to review alternate health care providers and to implement such programs provided that the carrier is licensed to do business in the State of Michigan, provides equivalent or greater benefits and coverage, and accepted by the health care community.

New employees shall be entitled to hospitalization insurance the first of the month following date of hire as allowed by the health carrier's agreement.

- A) For employees enrolled in the Priority Health Savings Account HMO 100% Hospital Plan, the Employer shall be responsible for eighty percent (80%) of the cost of the plan deductible and premium. Employees shall be responsible for twenty percent (20%) of the cost of the plan deductible and premium.

Per the above, the cost of the plan deductible will be paid into individual employee's health savings accounts on an annual basis. New hires and/or employees who increase coverage level from single to double/family after July 1 shall receive a pro-rata payment into their health savings account beginning with the first full month of insurance eligibility or coverage change through the end of the plan year. Employee shall be responsible for the remainder of the deductible.

- B) For employees enrolled in the Priority Health Copay Alignment HMO 100% Plan, or Priority Health HMO 100% Plan (Priority 1), the Employer shall be

responsible for eighty percent (80%) of the cost of the premium. Employees shall be responsible for twenty percent (20%) of the cost of the premium.

The parties agree to reopen affected articles, should the Federal or State government takeover or substantially change the current system of employer-provided group medical insurance coverage, or costs related thereto.

The Employer agrees to compensate employees who have other health insurance coverage, two thousand four hundred dollars (\$2,400.00) per year pro-rated at two hundred dollars (\$200.00) per month for opting out of the Employer's health insurance coverage. Opt-out compensation will be payable at the end of the health insurance year for eligible employees. For those employees who terminate during the year, the applicable monthly opt-out compensation will be paid out in the employee's last paycheck. Eligible employees will be required to sign a Payment in Lieu of Insurance Waiver and Release form annually.

The Employer agrees to provide an I.R.S. qualifying health savings plan to allow employees to save for retiree medical expenses with pre-tax dollars. The Employer agrees to match a maximum of one-half percent (.5%) of an employee's gross salary provided an employee contributes a minimum of one and one-half (1.5%) of an employee's gross salary to the plan. All employees are required to enroll in accordance with I.R.S. regulations covering such plans.

Section 2 - Retiree Hospitalization: Any retiree of the Fire Department receiving hospitalization benefits prior to July 1, 1994, shall continue to receive the benefits as described in the applicable collective bargaining agreement in effect on the date of their retirement. The City acknowledges that the Association does not represent these retirees for any amendments made to hospitalization benefits under this section.

Section 3 - Retiree Hospitalization After July 1, 1994, but before June 30, 2009: Employees who retire after July 1, 1994, shall be afforded the same health insurance package as active employees.

It shall be a requirement of the insurance carrier to provide benefit guides/descriptions fully explaining covered benefits.

For those persons retiring after July 1, 1994, the City will provide to the retiree the hospitalization coverage as described above, with the following stipulations;

- A) For the purposes of this section, a retiree is defined as an Association member 50 years of age or older who voluntarily terminates his employment with the City after July 1, 1994, under any of the following circumstances (Reference the Benefit Plan, May, 1984, a supplement to this article):
 - 1) The retiree has obtained the age of 50 prior to retirement.
 - 2) The retiree has accrued 25 years of service credit and has retired prior to age 50, and that retiree has subsequently reached age 50.
 - 3) The retiree has accrued 25 years of service credit attainment at any age.
- B) Health care coverage for disability retirees, to begin immediately upon disability retirement.
- C) The City agrees to finance their portion of the Retiree Health Insurance benefit; as shall be determined by an annual actuarial analysis.
- D) All funds contributed by the City shall be placed in a trust fund. Administration of this fund shall be the responsibility of the Traverse City ACT 345 Board. (Reference the Firefighters Health Benefit Trust Agreement and Declaration of Trust, which remains effective through the term of this Agreement.)
- E) The Traverse City ACT 345 Board shall be responsible for obtaining an annual audit of this trust fund by a qualified public accounting firm and for obtaining an annual actuarial analysis by a qualified firm.
- F) If upon or after retiring an Association member becomes eligible for hospitalization insurance coverage through a new employer, a spouse's employer, Medicare, long-term disability, or some other governmental or private hospitalization program, that retiree must report to the Human Resources this potential source of hospitalization coverage. If such coverage is equal to or superior to the previously described plan, the retiree must utilize the coverage offered by that source instead of the retiree's hospitalization program described in this contract. Should the alternate coverage require an employee contribution, or

be inferior to the previously described coverage, a determination shall be made by the Traverse City ACT 345 Board regarding the most cost-effective method to the trust fund for the retiree and their dependents to receive the level of coverage previously described. Failure to comply with this reporting requirement is grounds for suspension of coverage for the retiree until the retiree reimburses the trust fund for the excess costs incurred.

- G) Hospitalization coverage under this section shall be terminated to any retiree's spouse who is divorced from the retiree or who remarries after the death of the retiree.
- H) The City retains the right to review alternate health care coverage and to implement such programs provided that the carrier is licensed to do business in the State of Michigan, provides equivalent or greater benefits and coverage, and accepted by the health care community.
- I) Persons retiring after July 1, 1990, shall be responsible for paying premiums for dental insurance coverage, if such coverage is elected by the retiree.
- J) The City will pay retiree's health insurance premiums who retire after July 1, 1995, up to:
 - 1) Single Person Coverage \$210.90/month
 - 2) Double Person Coverage \$442.90/month
 - 3) Family Coverage \$495.61/month
 Once the applicable premium exceeds the above limits, the retiree shall be responsible for the excess amount.

Section 4 - Retiree Hospitalization For Existing Employees After July 1, 2009:

Employees hired on or before June 30, 2009 and who retire after July 1, 2009, shall be afforded access to the Priority Health Copay Alignment HMO 100% Plan, the Priority Health HMO 100% Plan (Priority 1), or equivalent as provided to active employees.

It shall be a requirement of the insurance carrier to provide benefit guides/descriptions fully explaining covered benefits.

For those persons retiring after July 1, 2009, the City will provide to the retiree the hospitalization coverage as described in the first paragraph of this Section 4, with the same

stipulations set forth in A) through J) of Section 3 - *Retiree Hospitalization After July 1, 1994, but before June 30, 2009.*

Section 5 - Retiree Hospitalization for New Hires After July 1, 2009: Effective for new employees hired after July 1, 2009, there will be no Retiree Health Insurance coverage. Instead, the City will make a 2.0% contribution into an I.R.S. qualifying health savings plan, matched by an employee share of 1.5%. All employees are required to enroll in accordance with IRS regulations covering such plans.

Section 6 - Life Insurance: The City shall provide at its expense term life insurance in the amount of fifty thousand dollars (\$50,000) and term accidental death and dismemberment insurance in the amount of five thousand dollars (\$5,000) for each employee. The employee shall also be given the option to purchase, at the employee's expense, an additional two thousand dollars (\$2,000) of such term insurances. Effective date of such insurances shall be the first of the month following successful completion of the employees' probationary period.

Section 7 - Dental Insurance: The City shall totally finance the costs of Delta Dental Plan of Michigan providing 50% of the charges for diagnostic services, prevention services, palliative treatment, restorative, endodontic, periodontic services, oral surgery, repairs, adjustment and relining of dentures and bridges, at no deductible.

Effective the first of the month which is at least sixty (60) days after execution of the Agreement, the City agrees to provide Delta Dental Plan 2979-0003 or equivalent with revised coverage. The revised coverage is 100% for Class I benefits, 75% for Class II benefits and 50% for Class III and IV benefits. Class IV benefits are limited to age 19. The maximum payment is \$900 per person total per contract year on all services except orthodontics. The maximum payment is \$650 per person total per lifetime on orthodontic services. The City and employee shall each pay fifty percent (50%) of the monthly single, two person or family rate premium cost, as applicable. The employee share of the cost shall be by payroll deduction.

Section 8 - Medical Insurance During Leaves of Absence: An employee who has extinguished all short-term leave, compensatory leave, vacation leave, sick leave (if applicable), and Short Term Disability (STD) benefits if applicable, but who continues to remain off work, shall be deemed to be on a medical leave of absence.

A medical leave of absence resulting from non-occupational injury or illness, may be granted for no longer than one (1) year. During such leave, the City shall continue to pay their

portion of premium for group hospital, medical, and surgical coverage for a period of one (1) month following the month in which the leave of absence begins.

For employees who suffer an occupational injury or illness, group hospital, medical, and surgical coverage will be extended for either one (1) year following the month in which the absence begins, or until the employee terminates their employment with the City, whichever is a lesser duration. The City shall continue to pay their portion of premium during such period and the employee shall pay their portion.

In either of the situations mentioned above, if the employee on a medical leave of absence fails to pay their portion of the group hospital, medical, and surgical coverage premium by the 15th day of the preceding month for insurance coverage, then the City shall terminate the employee's group hospital, medical, and surgical coverage effective the last day of the month. [Example: employee's portion of insurance premium for coverage the month of September must be received by the City Treasurer's Office no later than the 15th day of August. If employee's premium is not received by the 15th day of the preceding month for which coverage is to be applied, the City shall terminate group hospital, medical, and surgical coverage for that employee, and dependents, effective midnight the last day of the preceding month (August 31st).] Upon the employee's return to work, group hospital, medical, and surgical coverage will be reinstated effective the first of the month following the date of return to work.

ARTICLE 17

ANNUAL VACATION LEAVE

Each permanent, full-time twenty-four (24) hour shift employee of the Fire Department shall be allowed annual leave, with pay, in the following manner:

- A) Three (3) twenty-four (24) hour shift days after one (1) year of service.
Employees will earn 2.77 hours per pay period beginning the first year of service.
- B) Six (6) twenty-four (24) hour shift days after two (2) years of service. Employees will earn 5.54 hours per pay period beginning the second year of service.
- C) Nine (9) twenty-four (24) hour shift days after eight (8) years of service.
Employees will earn 8.31 hours per pay period beginning the eighth year of service.

- D) Ten and one-half (10.5) twenty-four (24) hour shift days after twelve (12) years of service. Employees will earn 9.69 hours per pay period beginning the twelfth year of service.
- E) Twelve (12) twenty-four (24) hour shift days after seventeen (17) years of service. Employees will earn 11.08 hours per pay period beginning the seventeenth year of service.

Each permanent, full-time eight (8) hour shift employee of the Fire Department shall be allowed annual leave, with pay, in the following manner:

- A) Five (5) eight (8) hour shift days after one (1) year of service. Employees will earn 1.54 hours per pay period beginning the first year of service.
- B) Ten (10) eight (8) hour shift days after two (2) years of service. Employees will earn 3.08 hours per pay period beginning the second year of service.
- C) Fifteen (15) eight (8) hour shift days after eight (8) years of service. Employees will earn 4.62 hours per pay period beginning the eighth year of service.
- D) Seventeen and one-half (17.5) eight (8) hour shift days after twelve (12) years of service. Employees will earn 5.38 hours per pay period beginning the twelfth year of service.
- E) Twenty (20) eight (8) hour shift days after seventeen (17) years of service. Employees will earn 6.15 hours per pay period beginning the seventeenth year of service.

Provided, however, that no employee shall be entitled to paid vacation until they have served the City for one (1) continuous year.

The Fire Chief may schedule vacation leaves for employees with particular regard to seniority to those employees and to enable efficient and effective operations within the Department. Requests for vacation leave shall be approved by the Fire Chief or the designee. The Fire Chief or the designee can deny or cancel vacation time usage if all means of filling a shift have been exhausted and adequate staffing levels cannot be maintained. This includes providing staffing requirements on a daily basis and in cases of public necessity arising from

great conflagration, riot, flood, epidemic of pestilence, weapons of mass destruction attack, and military service.

Employees may use vacation time on a quarter (1/4) hour basis, in accordance with department and contract provisions with advance approval of the Fire Chief or the designee. In no case shall a request for vacation time off in increments less than six (6) hours be approved if such leave would cause mandatory overtime.

Two (2) twenty-four (24) hour employees per twenty-four (24) hour shift may be off duty on vacation leave at any given time.

Seniority shall prevail in scheduling vacation, except in the case of emergency scheduling. Emergency scheduling shall be permitted on the approval of the shift commander on a first come basis.

Effective October 1, 2015, annual vacation leave hours may be accumulated by an individual employee, assigned to twenty-four (24) hour shifts, not to exceed two hundred eighty-eight (288) hours carried over on October 1 of each year. Annual vacation leave hours may be accumulated by an individual employee, assigned to an eight (8) hour shift, not to exceed one hundred sixty (160) hours carried over on October 1 of each year. Upon separation from service, employees will be entitled to compensation for any unused portion of accumulated annual leave.

ARTICLE 18

SICK LEAVE

The City shall provide each regular full-time employee with Short Term Disability (STD) Insurance coverage which shall provide, at a minimum:

- A) Up to twenty-six (26) weeks of coverage per occurrence.
- B) Coverage which shall be effective upon the first (1st) day of an accident and the eighth (8th) calendar day of illness.
- C) A weekly benefit guarantee of 66-2/3% of the employee's gross wage. (Note: For a 24 hour shift employee the weekly benefit is calculated on 56 hours.)

Effective December 1 of each year each regular full-time twenty-four (24) hours shift employee shall receive ninety-six (96) hours for short term leave; And each regular full-time eight (8) hours shift employee shall receive fifty-six (56) hours for short term leave ("Regular

Short Term Leave"). Short term leave may be taken in increments of one quarter (1/4) hour or greater upon advance approval of the Fire Chief or their designee. In no case shall a request for short term leave in increments less than six (6) hours be approved if such leave should cause mandatory overtime. Where an employee requests short term leave for an illness, such prior notice is not required. 24 hour shift employees shall schedule all personal appointments such as doctor, dental, etc., on off-duty hours. If this cannot be arranged, trading of time with another qualified employee is required. 8 hour shift employees shall use available banked leave. The Fire Chief may require such evidence of illness as deemed necessary to justify the request for paid sick leave. Where deemed necessary, the Fire Chief may request a certificate of illness from the attending physician or make whatever investigations are necessary to be assured that leave is granted only for bona fide illness. Short term leave may not be accumulated. New hires shall receive an initial pro-rata amount of short term leave hours based on their date of hire and a benefit period from December 1 to November 30.

On the first full pay period following December 1 of each year, each regular full-time employee shall receive payment for all unused Regular Short Term Leave, at the employee's regular rate of pay. Such payment shall be made separate from the employee's regular payroll check.

Effective December 1 of each year each regular full-time twenty-four (24) hours shift employee shall receive an additional forty-eight (48) hours for additional short term leave; and each regular full-time eight (8) hours shift employee shall receive an additional thirty-two (32) hours for short term leave ("Additional Short Term Leave"). The Additional Short Term Leave shall be used and not accumulated in the same manner as the Regular Short Term Leave, but an employee shall not receive payment for unused Additional Short Term Leave.

Employees shall retain all sick leave accumulated through November 30, 1995. Accumulated sick leave may be used by the employee for a bona fide illness or injury under the following occurrences:

- A) In lieu of Short Term Disability (STD) Insurance coverage where the employee would otherwise qualify for benefits under the terms of the Policy.
- B) For all days not covered by the Short Term Disability (STD) Insurance, provided the length of time lost, due to the illness or injury, would qualify the employee for benefits under the terms of the Policy.

- C) Following exhaustion of short term leave days for all bona fide sick leave. Where an employee requests sick leave for an illness following use of all short term leave available to that employee, the Fire Chief may require such evidence of illness as deemed necessary to justify the request for paid sick leave. Where deemed necessary, the Fire Chief may request a certificate of illness from the attending physician or make whatever investigations are necessary to be assured that leave is granted only for bona fide illness.
- D) In the event a member of the employee's immediate family living in the same household is ill, sick leave may be granted; provided a doctor's recommendation that the employee remain at home may be required by the Fire Chief.
- E) Where the illness or injury arose out of or in the course of employment with the City; to provide the difference between the employee's regular pay, based on their normal work week, and the weekly benefit provided through Worker's Compensation Insurance. Provided, however, only the amount of sick leave required to make up this difference shall be deducted from the employee's sick leave bank.
- F) To provide the difference between the employee's regular pay, based on their normal work week, and the weekly benefit provided through Sickness and Accident Insurance. Provided, however, only the amount of sick leave required to make up this difference shall be deducted from the employee's sick leave bank.

An employee eligible for and on sick leave who has exhausted all leave to their credit and who is not on other authorized leave or providing standby service, shall be deemed to be on a leave of absence without pay.)

An employee who dies while employed as a full-time employee of the Fire Department, or who retires with pension privileges from the Fire Department, shall receive fifty percent (50%) of their accrued and unused sick leave bank. For the calculation of all sick leave cash-outs upon retirement or death, the hourly rate effective at that time for that employee shall be used.

ARTICLE 19
LEAVES OF ABSENCE

Section 1 - Military Leave of Absence: The City abides by the provisions of the Federal regulations regarding re-employment rights as stated in the Universal Military Training and Service acts of 1940 and 1948, as amended, and all state laws with respect to re-employment rights of an employee, and to grant leaves of absence in accordance therewith.

Section 2 - Bereavement Leave: An employee will be permitted, upon proper notice to the Fire Chief, to be absent from work, without loss of pay (designated paid bereavement leave will be used in the calculations for ACT 604 overtime), up to three (3) shift days for twenty-four (24) hour shift employees, between the death and funeral/service, if needed, upon the occurrence of death in the employee's immediate family as defined below.

For eight (8) hour shift employees, up to three (3) shift days, or up to five (5) days, if the funeral/service is more than 300 miles from Fire Station #1, if needed, upon occurrence of death in the employee's immediate family as defined below.

Spouse, child, parent, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandfather, grandmother, grandchild, and step father-mother-child-grandchild of current marriage.

- A) Proof of death and attendance at the funeral/service may be required by the City. Such proof can be in the form of newspaper clippings, death certificate or obituary notices.
- B) Payment will be made at the employee's normal rate of pay.
- C) An employee may be granted additional hours for travel time if needed to attend such funeral/service as defined in this Article. Additional hours will be deducted from an employee's accrued leave bank.

Section 3 - Leave for Association Business: Union representatives shall be permitted to take time off to attend Association related business accordingly.

The total number of hours allowed per year shall not exceed:

Forty-eight (48) hours in odd years.

One hundred eight (108) hours in even years.

Time off will be without loss of pay or benefits. Dates must be prearranged with the Fire Chief in order for proper scheduling of employees. The Association shall endeavor to insure that staffing requirements are met.

Section 4 - Personal Leave: Personal leaves of absence without pay, for reasons other than specifically provided elsewhere in this Agreement, but not for the purpose of seeking or securing work elsewhere, may be granted by the City Manager upon written application by an employee.

- A) When a personal leave of absence under this provision is granted for a specified period of not more than sixty (60) calendar days, the individual shall be entitled, at the termination of such leave, to be reinstated at the same level and type of position the individual held at the time the leave was granted.
- B) When personal leave is granted for a period of more than sixty (60) calendar days, the employee's position will not automatically be held open for them. The employee shall be re-employed after return from leave if and when employment is available at the same level and type of position previously held, or at their option, at such other position and level at which there may then be an opening.
- C) The employee agrees when the leave is granted to keep the City informed of any change in their status or conditions that caused the employee to request the leave.
- D) Vacation time, steps in pay ranges, longevity pay, or other employee benefits accruing on the basis of length of service shall not be accumulated during personal leaves of absence. All other fringe benefits shall cease during such leave of absence unless the employee pays the full costs associated with maintaining group coverage under COBRA provisions.

Section 5 - Snow Days: If an employee after good faith efforts is unable to report to work for their scheduled duty period because of weather conditions, and if a disaster due to weather is declared by the governor or the Grand Traverse County Chairman of the Board of Commissioners, the employee at the employee's option may take a day's leave without pay or work on a pass day to make up the lost day, or may utilize an accumulated sick leave day or vacation day.

ARTICLE 20

WORKER'S COMPENSATION

All employees shall be covered by the applicable Worker's Compensation law. If any employee is disabled in the course of and arising out of their employment and as such is deemed eligible for worker's compensation benefits such employee shall be paid their rate of pay from the date of injury to which time worker's compensation wage benefit begins, but not to exceed seven (7) calendar days. Under the Workers Compensation Act no compensation is paid for an injury that does not last for at least one calendar week. If the disability lasts beyond one calendar week, the worker is entitled to benefits as of the eighth calendar day after the injury. If a disability continues for two calendar weeks or longer, then the worker is entitled to be paid compensation for the first calendar week of disability. If this occurs, the employee shall immediately pay back the appropriate sum received to the City.

Employees shall be allowed salary payments which, with this workers compensation wage benefit, will equal their regular gross salary or wage. In all cases, salary payments that are in addition to worker's compensation wage benefits shall be deducted from the employee's accrued sick leave (if applicable), short term leave bank, compensatory leave bank, or accrued vacation bank.

Light Duty Review: A committee consisting of the Fire Chief, Human Resource Director, President of the Fire Fighters Union, and one other Union member, as determined by the President of the Fire Fighters Union, shall comprise the Light Duty Review Committee. The purpose of the committee will be to review the employee's physical (and perhaps mental) capability to perform light duty work within the Fire Department. When an employee is released by his/her attending physician stating that he/she is capable of returning to work to perform limited light duty activities, they shall provide a release by their attending physician stating such to the Fire Chief. The Fire Chief will call a meeting of the committee where a review of the employee's job skills will be reviewed. During this meeting, the Chief will determine if there is an appropriate level of, and amount of work to continue the review process. Once it has been established that there is an adequate amount of work to be performed, the committee will review the physical requirements which they feel are appropriate in performing such work. Upon completion of this, the Human Resource Director shall correspond with the employee's attending physician identifying work that is available in the Fire Department. Upon written confirmation

from the attending physician that the employee should/could be capable of performing such work, the committee will reconvene and the President of the Fire Fighters Union shall invite the employee if he/she desires.

Job duties, hours of work, physical restrictions, and the employee's concerns shall be discussed. It is understood that the physician may not be the only professional source sought or considered when making these determinations. It is also understood that the employee, upon returning to light duty work, may find the work too difficult to perform dependent upon his/her injury and thus require him/her to return to medical leave or worker's compensation leave.

There is nothing that would prevent the committee from pursuing a light duty restriction release to return to work for an employee off on medical leave and/or worker's compensation.

The committee shall be in consensus before proceeding with any step of this process. The committee would review the process and performance of the employee while on light duty, requesting a reconsideration of any decision if they so desire. Again, consensus of the committee is necessary to implement any action. If there is no consensus, the committee will select another member of the Fire Fighter Union to review the process and a majority vote will establish consensus.

Twenty-four (24) hour shift employees will be transferred to a forty (40) hour work week for light duty work assignments.

ARTICLE 21

TERMINATION OF EMPLOYMENT

At least two (2) weeks written notice of termination of employment shall be given by employees.

At least two (2) weeks written notice of termination of employment, or pay in lieu thereof, shall be given to an employee by the City who is laid off for lack of work, lack of funds or other reasons beyond his control, except for unusual circumstances where there is just cause for immediate termination.

ARTICLE 22

SENIORITY AND PROBATION

Section 1 - Seniority: Seniority shall be defined to mean the length of the employee's service with the City in the Fire Department commencing from the last date of hire. The application of seniority shall be limited to the preferences recited in this Agreement.

Section 2 - Probation: A new employee shall work under the provisions of this Agreement but shall be employed only on a six (6) month probationary period, during which time the employee may be discharged without further recourse. After the probationary period, the employee shall be given regular status in the department. In case of discipline during the probationary period, the City shall notify the Union in writing. Insurance fringe benefit eligibility shall commence on the first day of the month following six (6) months of employment.

Section 3 - Lieutenant and Captain Probation: The candidate chosen from the current promotional list for Lieutenant or Captain shall complete a six (6) month probationary period starting on the first duty day of the new position. During the six (6) month probationary period, the person shall receive a written 2, 4, and 6, month evaluation using the current service rating form. During this time, the employee may return to their prior position or the employer may return the employee to their prior position if the employee's performance in the new position is unsatisfactory. If the Chief finds the person unable to satisfactorily perform the requirements of the position, the Chief shall state the reasons in writing to the person and the Union President. If a grievance is filed, no other person shall be given the promotion on a permanent basis pending disposition of such grievance. Once the six (6) month probationary period has ended, it will be assumed that the employee has passed their probation unless a written notification to the contrary has been given to the employee by the Chief.

ARTICLE 23

LAYOFFS/RECALLS

In the event there are layoffs, removal by layoff shall be based on inverse seniority with the TC Fire Department, commencing with the member(s) most recently hired by the City of Traverse City. All laid off members shall be entitled to recall to the position last held prior to layoff before any new, employees are hired. Any laid off member who is recalled shall be returned immediately to the position last held prior to layoff, without preconditions, and shall be

returned with seniority based on the original date of hire with the period of layoff deducted from their seniority date.

ARTICLE 24

HOURS OF EMPLOYMENT

For those employees assigned to an eight (8) hour shift, the work schedule shall consist of forty (40) hours of work contained within a seven (7) day period. The work days shall be Monday through Friday unless agreed upon by the Fire Chief and the employee. Alternative work schedules are offered when it is feasible and will in no way interfere with providing efficient and effective services. In evaluating an alternative work schedule, the employee will coordinate their request seven (7) calendar days in advance with the officer in charge and will be approved by the officer in charge and the Fire Chief. The officer in charge will weigh such factors as the requesting employee's job responsibilities and his or her extent of interaction with members of the public and others, the schedules requested by other employees, and the extent to which the requesting employee has demonstrated responsibility and dependability. Employees will be considered for alternative work scheduling on a case-by-case basis, where the work schedule has been shown to accomplish work goals, and to ensure that schedules provide coverage with, at least, one (1) employee scheduled to work each work day until 5:00 pm. Employees must schedule an unpaid lunch time for a minimum of 30 minutes during each day worked, except in special circumstances when approved by the officer in charge and the Fire Chief. Taking lunch time at the beginning or end of the work day is not permitted. Employees on alternative work schedules will receive holiday pay and bereavement leave at eight (8) hours, and overtime pay for all hours worked over forty (40) hours per work week.

Holiday(s) and bereavement leave hours will be calculated as hours worked.

For those employees assigned to a twenty-four (24) hours shift, the work schedule shall consist of a twelve (12) calendar day cycle as follows: On, off, on, off, off, on, off, on, off, off, off, off, with "on" denoting twenty-four (24) hour consecutive hours on duty and "off" denoting twenty-four (24) consecutive hours off duty.

Any twenty-four (24) hours shift employee may trade time with another employee provided that they shall be qualified to assume all the duties and responsibilities of the employee

who is absent, shall be held responsible for reporting to work as agreed to, and that all proper forms are completed with prior approval.

While the previously described work schedule is acceptable to the City at this time, changes in the demands for the Fire Department's services may require revisions in the scheduling of personnel to meet these needs. In the event that the City believes a change in work schedules is advisable, the City and the Association may bargain in good faith over the proposed change. No change shall be made until the full bargaining process is completed.

ARTICLE 25
UNIFORMS

Section 1 - Turnout Gear: The City shall furnish all turnout gear required.

Section 2 - Dress Uniforms: New hires, following the successful completion of their probationary period, shall be furnished, by the City:

- | | |
|-----------------------------|-----------------------|
| (1) Dress hat with Badge | (1) Pair White Gloves |
| (1) Class A Coat with Badge | (1) Shirt Badge |
| (1) Class A Pants | |

Section 3 - Work Uniforms:

- A) The City shall provide \$550 towards the cost of uniforms and related items from an approved pre-established list, to each employee per year, during the fiscal year. The use of these funds for other than the employee is strictly prohibited. Purchases in excess of the \$550 shall be paid entirely by the employee.

ARTICLE 26
RESIDENCE

Employees of the Fire Department shall retain a residence within twenty (20) radial miles of work as measured from the nearest City limit. New hires have one (1) year from successful completion of the six (6) month probation period to attain such residence.

Change of address shall be reported within seven (7) calendar days to the employee's superior officer and the Fire Chief.

ARTICLE 27
PENSION SYSTEM

Section 1: The retirement provisions shall be governed by Public Act 345 of the Public Acts of 1937, as amended, unless that Act is specifically amended by the agreement of the parties. The City encourages any member retiring to notify the Act 345 Board Secretary at least sixty (60) calendar days in advance of their retirement date in order for the processing of all necessary related paperwork to be completed prior to the employee's retirement. Notification to the Act 345 Board Secretary of less than sixty (60) calendar days will be processed as expeditiously as possible, however, all related paperwork may not be completed prior to the retirement date.

Section 2: An employee is eligible for retirement if the employee has twenty-five (25) or more years of service regardless of age, or upon reaching age fifty-five (55) with a minimum often (10) years of service, or age sixty (60) regardless of years of service. A member who has ten (10) or more years of service shall have vested retirement benefits and is entitled to a pension on or after the date the member would have been eligible to retire had the member continued employment.

The pension multiplier shall be 2.5% of FAC (final average compensation) times the first twenty-five (25) years of service. Service in excess of twenty-five (25) shall be calculated as set forth in said Act. FAC will be based on the average of the three (3) years of highest annual compensation received during the five (5) years of service immediately preceding retirement or leaving service. Accumulated vacation leave payments made at the time of retirement, according to the provisions contained in this agreement, shall be included as part of the FAC.

Effective July 1, 2010, the pension multiplier shall be 2.8% of the FAC times the first twenty-five (25) years of service. Effective July 1, 2010, each employee shall make a retirement contribution of 1.51% of gross salary. Effective July 1, 2011, each employee shall make a retirement contribution of an additional 1.51% of gross salary and effective July 1, 2012, an additional 1.51% of gross salary for a total employee contribution of 4.53% effective July 1, 2012.

Effective July 1, 2009, the pension multiplier shall be 2.0% of FAC for the first 25 years of service for all employees hired on or after July 1, 2009.

Section 3: Additional modifications to the pension benefits are identified:

Non Duty Death In Service Survivor's Pension. Payable to a surviving spouse, if any, upon death of a member with ten (10) or more years of service.

Post-retirement adjustment of 2.5%. Non-compounded adjustment would begin one year after retirement and continue for twenty (20) years.

Duty Disability benefit of 70% of FAC to age fifty-five (55). At age fifty-five (55) same as Service Retirement pension with service credit and FAC as if the member had continued to work up to age fifty-five (55) in same rank held at time of disability.

Duty Death In Service Survivor's pension. Provides to surviving spouse of the deceased employee a benefit as if the deceased member had retired with twenty-five (25) years of service at time of death with a 100% Joint and Survivor benefit to be paid until the death of the surviving spouse.

ARTICLE 28

WAIVER CLAUSE

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of Collective Bargaining and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement. Therefore, the City and Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered by this Agreement even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement. It is understood and agreed that this Article does not waive or in any way impair the Union's bargaining rights under PERA.

ARTICLE 29

MAINTENANCE OF CONDITIONS

Wages, hours, conditions of employment in effect at the execution of this Agreement shall, except as set forth herein, be maintained during the term of this Agreement. No employee, while they remain employed, shall suffer a reduction in benefits as a consequence of the execution of this Agreement, unless such reduction or change is provided for in this Agreement.

ARTICLE 30

RELATION TO REGULATIONS, ETC.

This Agreement shall supersede any general or departmental rules and regulations.

All 24 hour employees shall be completely informed of their housework duties and are expected to carry out their duties as quickly and as satisfactorily as possible. Duties and station maintenance will include all employees, and all are expected to do an equal share of the assigned work. Routine work day is between 8:00 a.m. to 5:00 p.m.

Employees of the department are not expected to sleep on duty prior to 9:00 p.m. except by permission of the Station Officer.

When employee(s) utilize the Fire Department Stations, either on or off duty, the area must be cleaned up as soon as possible by that employee. Courtesy would demand permission from the Officer in charge of the station.

ARTICLE 31

HEALTH AND FITNESS PROGRAM

Section 1 - General: Performing emergency activities safely and effectively requires a level of conditioning that cannot be achieved without a structured and rigorous health management and exercise routine. A Health & Fitness Program for the TCFD employees will include medical screening, exercise, assessment, and health promotion.

Section 2. A tailored well-structured health and fitness program shall be in writing. Implementation of this program shall be in the following manner:

- A) A health and fitness committee shall be established. Members should include:
Management person (selected by the City Manager)

Chief Officer

Representative from Fire Officers (selected by the Fire Chief)

Representative from Firefighters Association (selected by the Union President)

Medical Doctor (will be the City's recognized physician)

Exercise Physiologist and/or Physical Therapist (chosen by the majority members of the committee)

A Tester (selected by the committee subject to the terms of the City's Purchasing Policy -competitive bid) will be selected to conduct the assessment.

- B) Policy and objectives shall be established by the committee.
- C) Research on local, state and federal regulations shall be conducted to avoid any possible legal obstacles.
- D) Program emphasis shall be placed on individual development and concern for health.
- E) Participation shall be mandatory and involve all personnel.
- F) Time for program participation shall be allocated in the work schedule.
- G) Preliminary screening shall be performed on all personnel.
- H) The program shall build in flexibility.
- I) The program shall develop good lines of communication.
- J) Periodic monitoring of person's progress, in addition to a regularly scheduled exam is a must. This information shall be made available to the participant.

Section 3. Health and Fitness Standards:

- A) The health and fitness test and standards shall be developed and recommended by majority vote of the Health and Fitness Committee to the Fire Chief, and based on a minimum score of 55% for each employee. Health and Fitness Evaluations shall be performed on all members annually.
- B) Physical handicaps and testing procedure incompatibilities shall be considered by the Health and Fitness Committee. Alternate tests may be approved by the committee in determining an employee's health and fitness score.

Section 4 - Personnel Actions: All Traverse City Fire Department employees must maintain a minimum of 55% score on the health and fitness testing. Failure to meet the minimum will result in the following actions:

- A) First Failure: Written Reprimand, counseling and a personal health and exercise prescription, and retest in six (6) months.
- B) A Second Failure will result in employee's health and fitness to be evaluated by the Medical Doctor to determine whether any physical or mental limitation may exist. If none exists the employee will receive one (1) day off without pay and be retested in six (6) months. A Third Failure will result in two (2) days off without pay. A Fourth Failure will result in three (3) days off without pay.

An employee who increases their score to above 55% shall be considered as if they had never failed.

Section 5 - Incentives: Beginning with health and fitness testing 2004/2005, and thereafter, all Traverse City Fire Department employees who attain a score of 87.0% or higher will receive one thousand dollars (\$1,000). Employees who attain a score of 75.0% to less than 87% will receive seven hundred fifty dollars (\$750); and for 65% to less than 75% five hundred dollars (\$500).

Section 6 - Repeal of Punishment: Section 4 in its entirety shall be eliminated and considered invalid if the Fire Chief fails to meet the 55% minimum standard.

ARTICLE 32

EMPLOYEE ASSISTANCE PROGRAM

Section 1 - General: The objective of the Employee Assistance Program is to reduce problems in the work force, retain valued employees, and provide the safest possible fire department services. We recognize that problems of a personal nature can have an adverse effect on employee job performance. It is also recognized that most personal problems can be dealt with successfully when identified early and referred to the appropriate care. The Employee Assistance Program provides these services through special arrangements with an outside counseling resource. The program deals with a broad range of human problems such as

emotional, behavioral, family, marital, alcohol and/or drug, financial, legal and other personal problems.

The program provides problem assessment, short term counseling and referral. These costs are covered by the employer. Costs incurred for other services not covered by insurance or other benefits are the responsibility of the employee.

The policy for use of this program:

1. Management is concerned with an employee's personal problems as they affect the employee as a person as well as how the employee's well-being influences their performance.
2. The policy applies to all TCFD employees no matter what their job title or responsibility.
3. The program is available to employees or their families on a self referral basis since problems at home can affect the job. If employees or family members have personal problems that may benefit from assistance, they are encouraged to use the program.
4. All records and discussions on personal problems will be handled in a confidential manner. These records will be kept by the designated counseling resource and will not become a part of the employee's personnel file.
5. Participation in the counseling program will not jeopardize an employee's job security, promotional opportunities or reputation.
6. Employees will be encouraged to seek assistance to determine if personal problems are causing unsatisfactory job performance. If the performance problems are corrected, no further action will be taken. If performance problems persist, the employee will be subject to normal corrective procedures.
7. If any employee is given a prescription for medicine to be taken while on duty which is capable of negatively impacting performance, perception or judgement of the individual consuming it, such employee shall obtain a slip from the prescribing doctor or dentist indicating that the medication will not affect the employee's performance of his/her duties and shall be given to the shift Captain and Fire Chief. Employees reporting to work under the influence of alcohol, drugs or medications which may impair alertness or responsiveness are subject to discipline up to and including

discharge. Drug and alcohol testing matters are more specifically deal with in the second part of this policy. All HIPAA rules are to be followed.

8. All levels of management are responsible for using this program when appropriate to assist in resolving job performance problems related to personal problems.
9. Sick leave shall be granted for treatment or rehabilitation on the same basis as for other health problems. Employees may request an advance on future vacation time to cover regular time lost for leaves up to thirty (30) days for treatment or rehabilitation. The Management shall have sole discretion in granting this request. The Management shall review and consider longevity and previous work performance and prospects for resolution of the problem. This advance is to be repaid by forfeiting all but one week of the next twelve (12) months' vacation time, after exhaustion of all current unused sick and vacation time until the debt is repaid.
10. This policy does not alter or replace existing TCFD policies or work rules, but serves to assist in their utilization.

Section 2 - Drug Testing: Fire operations involve the safety and well-being of thousands of persons and it is essential that employees be alert and in full possession of their faculties when serving citizens. Due to this fact, drug and/or alcohol testing will be conducted in accordance with the procedures and guidelines set forth below. Fire department employees must be free of the effects of drugs and alcohol during scheduled working hours as a condition of employment. Drinking alcoholic beverages or using drugs during working hours, or during breaks, between shifts or at lunch, or working or reporting to work when ability to perform is impaired by such is strictly prohibited and grounds for immediate discharge. In addition, any employee who tests positive for drugs in any authorized drug test will be subject to progressive discipline as outlined below, and will be required to undergo follow-up drug testing to establish that the employee is drug free.

Recognizing the contribution of individual employees to the TCFD and their right to make choices for which they accept responsibility as well as the fact that abuse of alcohol and drugs is an illness, the Employer is committed to providing an opportunity for employees to seek counseling and/or rehabilitation before their performance deteriorates to a point where discipline is required to modify behavior. When the Employer or the Union reasonably suspect a pattern suggesting substance abuse, the employee will be referred to the Employee Assistance Program.

The referral to the EAP will not be used as a basis to abrogate or mitigate future discipline should an employee choose to use drugs or alcohol in a manner which threatens the safety or well-being of the public or fellow employees. Participation in the EAP is not a substitute for corrective discipline, nor will it protect an employee from disciplinary action for violation of this rule.

DEFINITIONS

Alcohol or Alcoholic Beverage - means any beverage that has an alcoholic content, excluding medications taken in compliance with a doctor's authorization.

Drug - means any substance (other than alcohol) capable of altering the mood, perception, or judgment of the individual consuming it.

Prescribed Drug - means any substance prescribed for the individual consuming it by a licensed medical practitioner.

Illegal Drug - means any drug or controlled substance the sale or consumption of which is illegal.

Supervisor/Command Officer - means the Officer, Acting Officer, or individual who is the member's immediate superior in the chain of command.

Chief - means the individual having overall responsibility for the functions of the Fire Department.

Impairment - to injure by weakening, diminishing or decreasing strength and value, physical or mental.

Use - to avail oneself of, put on one's own purpose, to consume or expend by using.

Employee Assistance Program - means Employee Assistance program provided by the Human Resources Department City of Traverse City.

PROCEDURES FOR TESTING

A. Demand for Testing

The City of Traverse City may require departmental personnel to submit to a test for illegal drugs, unauthorized prescription drugs or alcohol under the following circumstances:

1. The employee is, based on "reasonable suspicion," requested/ordered to submit to testing by a command officer.

B. Standards for Determining Reasonable Suspicion

1. The test must be requested by a command officer. A "command officer" shall be deemed to be an officer of the rank of lieutenant or higher, or an Acting Officer acting in the capacity of a command officer in the absence of a command officer.
2. "Reasonable Suspicion" is defined to mean objective, articulate and specific facts which would support a reasonable individualized suspicion that the employee to be tested is using or has used substances which impair the employee's ability to safely and effectively perform their duty.
3. Where the "reasonable suspicion" is based on personal observation by a command officer, the objective facts must be articulable and may include the person's appearance and behavior.

a. Use of Alcohol.

The employer recommends that employees refrain from the use of alcoholic beverages within the eight hour period prior to the start of their shift. For purposes of administering this policy, a blood alcohol dissipation rate of .015% per hour will be recognized by the employer. It is hoped that by following the eight (8) hour standard and considering the dissipation rate recognized by TCFD that violations of this rule will not occur.

Should an employee be reported for the use of alcohol during working hours, and/or be suspected, by reasonable suspicion, of being impaired by alcohol, the employee may be requested to submit to a breathalyzer test. A blood test may be requested by the employer if

alcohol is measured on the Breathalyzer to determine whether the employee has consumed alcohol. Failure to agree to such testing will result in termination. Any employee found to have a blood alcohol content of .04% or more during working hours will be subject to discipline up to and including discharge.

In accordance with the eight (8) hour recommendation and, in light of the residual effects of alcohol, consumption of alcoholic beverages during working hours, or during breaks, between shifts, or at lunch is prohibited if the employee is scheduled or may be assigned to work thereafter on the same workday.

b. Prohibited Substances/Unauthorized Items

Prohibited Substances. Employees may not use, possess, conceal, or sell controlled substances (as defined in 21 USC 811 et seq. and the regulations promulgated thereunder), synthetic drugs, and prescription drugs, excepting only: authorized prescription drugs as approved by the attending or employer designated physician. The prescription drug shall be in the original vial and shall be in the employee's name. Any employee using a prescribed drug should consult with the attending or employer designated physician regarding the effects of the medication in relation to the operation of motorized vehicles and/or machinery.

On-duty employees may not use any over-the-counter medications where the manufacturer or distributor advises against their use while operating motorized vehicles and/or machinery, or where their use during working hours has not been approved by the attending or employer designated physician. Employees should read all labels carefully. In the event of a question regarding the use of a particular over-the-counter medication, the employee may submit written approval for use from their attending physician.

Unauthorized Items. Except for legitimate purposes, employees may not have any unauthorized items related to drug/alcohol sale, use or consumption in their possession or in any area used by them or under their control. Unauthorized items include drug paraphernalia used to administer drugs.

c. When Drug and Alcohol Testing May Be Required

An employee may be required to submit to blood and/or urine chemical testing only in the following circumstances:

- (1) When an employee's performance and/or attendance record or information submitted by a supervisory employee or a verified complainant creates a reasonable suspicion that the employee is currently using, impaired by or under the influence of alcohol, controlled substances, synthetic drugs, prescription drugs or over-the-counter medication.

Reasonable suspicion shall be based upon specific objective facts documented in the employee's performance and/or attendance record which show a pattern of suspected abuse, disciplinary problems or otherwise unexplained behavior; or upon the supervisory employee's or complainant's personal observation of specific objective facts including the appearance, behavior, speech, conduct or body odors of the employee, and the reasonable inferences drawn from these facts in light of experience and/or training. In the case of reasonable suspicion based upon the employee's performance and/or attendance record, the Employer will meet with the Union and the employee at least one (1) time prior to any demand for testing to advise the employee of the Employer's concerns and to put the employee on notice that drug and alcohol testing will be required if the pattern of suspected abuse, disciplinary problems or otherwise unexplained behavior continues.

All objective facts on hand at the time of the demand for testing which form the basis for the reasonable suspicion shall be disclosed to the employee and the Union at that time, and the employee shall at the same time be given the opportunity to explain their behavior, action and/or appearance. Upon request, the employee shall have the right to representation provided that such representation is readily available and will not unnecessarily delay testing. The objective facts and reasonable inferences drawn from these facts shall be reduced to writing, with a copy given to the employee and the Union, within three (3) calendar days of the demand for testing.

- (2) When reasonable suspicion occurs and one or more the following occurs; an employee suffers an occupational on-the-job injury (requiring treatment from a

physician), or following a serious or potentially serious accident or incident in which safety precautions were violated, or equipment or property was damaged, or unsafe instructions or orders were given by the employee, or unusually careless acts were performed by the employee. In the case of on-the-job injuries, special consideration shall be given to whether the injury occurred through no fault of the employee.

- (3) As part of the follow-up drug or alcohol test required, after a suspension imposed for a positive drug or alcohol test; or as the result of a condition of reinstatement upon completion of an employer-approved drug and/or alcohol treatment or counseling program.
- (4) When, except for legitimate purposes, any prohibited substance, including an alcoholic beverage or any unauthorized item such as drug paraphernalia is found in an area controlled or used by the employee. Employees retained by the Employer to investigate or monitor drug or alcohol abuse on employer property or vehicles shall not be authorized to plant or sell prohibited substances or unauthorized items.

d. Who May Require Testing

Except for a blood and/or urine chemical test administered pursuant to subsection c(3) above, the demand for a blood and/or urine chemical test shall be made only on the express authority of the highest-ranking fire supervisor on duty, or the designee, with the concurrence of another supervisory person.

e. Alcohol and Drug Testing Procedures

The following procedures shall govern the administration of drug and alcohol tests:

- (1) When a drug and alcohol test is to be administered, blood and urine samples may be taken from the employee.
- (2) When a follow-up drug test is to be administered, only a urine sample will be taken from the employee.

- (3) Blood samples will be collected and witnessed by authorized medical personnel at an outside health care facility or practitioner's office, and sealed and initialed by the employee and the witness.
- (4) Urine samples will be collected in private at an outside health-care facility or practitioners office, under approved procedures designed to insure the integrity of samples. Urine samples will be sealed and initialed by the employee and witness. If medical personnel at the collection site determined that an adulterated sample has been provided, the employee will be required to submit another sample in the presence of medical personnel of the same sex as the employee (or, if no such personnel are available, a fire supervisor of the same sex as the employee).
- (5) Blood and urine samples will be marked by use of alpha/numerical codes, rather than employee names. The Employer, the Union, and the employee will receive a copy of the code.
- (6) Blood and urine samples will be promptly sent to and tested by an agreed-upon NIDA approved laboratory.
- (7) An approved chain of custody procedure shall be followed in the administration of all blood and urine chemical tests. Blood or urine samples which test positive for drugs and/or alcohol will be stored at the laboratory for a minimum of fifteen (15) days.
- (8) Alcohol testing shall be conducted using a single quantitative blood test.
- (9) Initial drug screening shall be conducted using the EMIT (Enzyme Multiplied Immunoassay Technique) drug testing method. All positive drug tests shall be confirmed by the GC/MS (Gas Chromatography/Mass Spectrometry) drug testing method.

- (10) An employee required to submit to blood and/or urine chemical test must, if required by a health care facility, practitioner, or laboratory, promptly execute to the taking of samples, the release of their analysis related to alcohol and drug classes listed below, or release of test results.
- (11) A legible copy of the laboratory report shall promptly be made available by the employer to the employee and, with the employee's consent, the Union.
- (12) Any information collected in the process of obtaining a blood and/or urine chemical test shall be treated as confidential information and shall be released to other persons only on a "need-to-know" basis.

f. Positive Drug Tests

The cutoff limits recommended by the manufacturer or recognized by the agreed-upon NIDA approved testing laboratory will be used to determine whether initial drug screens are positive for drugs and/or their metabolites. The following cut-off limits will be used for the drug classes listed below using the EMIT drug testing method.

Drug Class Cutoff Limit (ng/ml) as indicated in Attachment A.

The following cutoff limits will be used for the drug classes listed below using the GCMS drug testing method, as described in Attachment A. If drug testing is to be conducted for drug classes other than those listed above, the Employer will notify the Union of the cutoff limit(s) recommended by the manufacturer or recognized by the agreed-upon testing laboratory, and the drug classed and cutoff limit(s) will be added to the above list.

When a positive drug test may be the result of use of a prescribed drug, or non-prescribed, the employee will be required to submit proof of the prescription within forty-eight (48) hours of the request to do so together with a written statement from the attending physician approving the use of the drug during working hours. If the prescription and/or physician's statement is not submitted within the specified time limit, the employee will be subject to disciplinary action under Section h.

g. Second Opinion Testing

A sufficient sample will be made available for further testing, i.e., at least 20 ml in the case of a urine sample and 2 ml in the case of a blood sample, an employee who tests positive for drugs or is subject to discipline for violation of the employer's alcohol rule under subsection h(3) below may request a second opinion test in accordance with the following guidelines.

- (1) The request must be made to the employer in writing within five (5) days of the date the laboratory report is provided.
- (2) The employee must pay the total cost of the second opinion test, including the cost of the EMIT test and GCMS test (or the blood alcohol test) and any courier fee, at the time the request is made. If the second opinion test is negative, the employer will reimburse the employee for these costs and expunged records of the entire incident.
- (3) The second opinion test must be performed by an agreed-upon testing laboratory.
- (4) An approved chain of custody procedure must be followed with respect to the release of the sample(s) to the laboratory which is going to perform the second opinion test, i.e., the sample(s) will only be released directly to the laboratory.
- (5) All alcohol and drug testing procedures set forth in this policy, including procedures regarding consent forms and cutoff limits for positive drug tests, shall be strictly observed.
- (6) The results of the second opinion test will be binding on the employer, the employee and the Union.

If the second opinion test is negative, any discipline the employee has received will be voided and reimbursed for any losses or costs incurred, and no further disciplinary action will be taken against the employee. If the second opinion test is positive, the test result cannot be challenged under the Grievance Procedure.

h. Disciplinary Action

Employees may be subject to immediate termination for the first offense in any one of the following circumstances:

- (1) Refusal to take an authorized blood and/or urine chemical test.
- (2) Drinking alcoholic beverages or using drugs and/or intoxicants during working hours, or during breaks, between shifts, or at lunch if the employee is scheduled or may be assigned to work thereafter on the same work day.
- (3) Having a blood alcohol content of .04% or more during working hours based on the test result and application of the recognized .015% per hour dissipation rate.
- (4) Working or reporting to work when ability to perform is impaired by drugs and/or other intoxicants. A positive blood and/or urine chemical test, when confirmed by evidence of impairment during working hours, shall establish impairment.
- (5) Except for legitimate purposes, possession, concealment or sale of any prohibited substance, including alcoholic beverages, while on duty, on the employer's premises or jurisdiction.

Except in cases where impairment is established, or the employee is otherwise subject to immediate termination, an employee who tests positive for drugs or alcohol in any authorized drug test, will receive the following discipline for the first offense:

Up to thirty (30) calendar day suspension.

Following completion of the suspension, the employee will be conditionally re-employed, but must undergo a follow-up drug or alcohol test within five (5) days. If the employee tests positive at a follow-up drug or alcohol test, or anytime within the next twelve (12) months, in any authorized drug test, the employee may be immediately terminated.

It is understood that this policy will be administered in the same manner as the other work rules.

PROTOCOLS TO INSURE THE INTEGRITY OF SPECIMENS FOR DRUG AND ALCOHOL SCREENING

When an employee arrives at the Collection Agency to have urine/blood specimens taken for drug/alcohol screening, the employee will be asked to provide identification: Provide their social security number, showing Michigan driver's license and sign an Employee Consent for Drug and/or Alcohol Testing Form (Attachment "B"). The employee will be assigned a patient identification number, which will be recorded on the form or placed on the form by means of a pre-printed label.

The consent form will consist of an original and one (1) copy. The original will be returned to the TCFD by the Collection Agency, and the copy will be given to the employee. The requisition/Chain of Custody form will consist of one or more original documents, which will be returned to TCFD by the Testing Laboratory with the test results. Ordinarily, there will be two (2) separate requisition/chain of custody forms: one for a urine specimen (for drug screening and confirmation testing), and the other for a blood specimen (for blood serum alcohol testing).

After completing the consent form, a blood specimen will be taken by the Collection Agency technician, if requested by TCFD for blood serum alcohol testing. The blood specimen will be obtained through venipuncture. The blood will be drawn into a 10cc evacuated tube, with cap intact. The specimen tube will be labeled with the patient identification number (which was previously recorded on the requisition/chain of custody form for the specimen) and initialed by the technician and the employee. The remainder of the initial chain of custody procedure for the blood specimen will then be completed (see below). The cap on the specimen tube will not be removed until the specimen is tested at the Testing Laboratory.

The employee will then be escorted to an examination room where the employee will completely disrobe and put on a hospital gown, in private. The employee will then be given instructions on the procedures for providing a urine specimen, and be escorted to a bathroom by a member of the medical staff. The employee will be told to provide a urine specimen of at least 50 ml in a plastic cup which will be available in the bathroom. The employee will be allowed to void in private. However, precautions will be taken to insure the integrity of the urine specimen. These include: having the employee void while in the hospital gown without access to purses, bags, street clothes, etc; having toilet water dyed with a colored disinfectant; and turning off hot water in the bathroom.

After the employee has produced the urine specimen, the employee will be escorted to the Collection Agency's laboratory, where the specimen will be checked for color, warmth and consistency. If the specimen is unadulterated, it will be transferred to a specimen bottle provided by the Testing Laboratory. The employee will be allowed to select which specimen bottle is used. In the presence of the employee, a tamper-proof seal will be placed on the specimen bottle. The bottle will be labeled with the same patient identification number as the blood specimen (which was previously recorded on the requisition/chain of custody form for the urine specimen), and initialed by the employee and the witness. The remainder of the initial chain of custody procedure for the blood specimen will then be completed (see below).

If the Collection Agency technician determines that an adulterated urine specimen has been provided, the employee will be escorted back to the bathroom and be required to submit another specimen in the presence of medical personnel of the same sex as the employee (if no such personnel are available, a TCFD supervisor of the same sex as the employee). If the employee refuses to provide a second urine specimen in such circumstances, the employer will be advised that the employee refused to take the urine chemical test.

CHAIN OF CUSTODY

Chain of custody is the written documentation of possession and transfer of important evidence. The chain of custody serves to protect all parties by standardizing procedures, preventing mix-ups and providing a complete possession and transfer history.

To preserve employee anonymity, all drug and alcohol testing will be "blind". The only information which will be provided to the Testing Laboratory besides the specimen is the requisition/chain of custody form for the specimen to be tested which will contain the employee's patient identification number and initials (see Employee part of chain of custody form, discussed below).

Once the collection process has been completed for a given specimen, the Employee and the Collection Agency Technician will complete the Employee part of the form. The employee will record the date, and their initials on the line marked "Donor Signature". The technician will record their signature on the line marked "Collector Signature". The specimen will then be placed in a locked box and placed in a refrigerator at the Collection Agency, and the Collection Agency will notify the Testing Laboratory to make arrangements for delivery of the specimen.

At the time of receipt of the specimen by the Testing Laboratory, a specimen identification number will be assigned to the specimen. A label containing this number will be placed on the specimen bottle/tube, and the number will also be recorded on the requisition/chain of custody form for the specimen. The specimen will then be placed in a locked box in a refrigerator at the Testing Laboratory until testing is performed. During the testing process, the chain of custody will be maintained on the Testing Laboratory part of the form. Appropriate entries will be made anytime someone removes and returns the specimen or an aliquot of the specimen from the locked box.

After the specimen is tested, a Laboratory Report will be completed by the Testing laboratory and transmitted to TCFD along with the completed requisition/chain of custody form. The Testing Laboratory will retain a copy of this form. The employee will sign a Receipt of Test Results form (Attachment "C") when the employee is given a copy of the test results by TCFD.

The specimen will be transferred to a locked box in a freezer after testing. If the specimen tests negative, it will be retained by the Testing Laboratory until it is notified that the Laboratory Report and the completed requisition/chain of custody form has been received by TCFD, and that a copy of the test results has been given to the employee. If the specimen tests positive, it will be resealed and retained by the Testing Laboratory for a minimum of fifteen (15) days. The purpose of this retention period is to provide time for the employee to request a second opinion test on the specimen. If a sufficient sample is not available for further testing, at least 20 ml in the case of a urine specimen and 2 ml in the case of a blood specimen, the Testing Laboratory will notify TCFD at the time the Laboratory Report is provided.

SECOND OPINION TESTING

If a sufficient sample is available for further testing, an employee who tests positive for drugs or is subject to discipline under Subsection h(3) of TCFD's work rule on Use of Alcohol, Drugs and/or Intoxicants may request a second opinion test in accordance with the guidelines set forth in Section g of the work rule.

Within five (5) days of the date the Laboratory Report is provided, the employee must sign an Employee Request and Consent for Second Opinion Drug and/or Alcohol Testing form (Attachment "D") and pay the total cost of the requested second opinion test as provided in subsection g (2) of the drug and alcohol policy. When such payment is made, a TCFD representative will sign the Receipt of payment portion of the form.

The second opinion requisition/chain of custody form will be transmitted by TCFD to the Initial Testing Laboratory with a cover letter specifying the Second Opinion Testing Laboratory which has been designated to conduct further testing on the specimen. The employee will not be identified in either the cover letter or the form, which will include the Initial Testing Laboratory's patient identification number and specimen identification number.

The Initial Testing Laboratory will make arrangements to deliver the specimen to the Second Opinion Testing Laboratory, or notify the Second Opinion Testing Laboratory to make delivery arrangements. The specimen will only be released directly to the Second Opinion Testing Laboratory or a courier. It will not be released to the employee.

The second opinion requisition/chain of custody form will be completed in essentially the same manner as the original requisition/chain of custody form. The Initial Testing Laboratory courier takes possession of the specimen. The final entry on the Courier part of the form will be made when the Second Opinion Testing Laboratory takes possession of the specimen. The Second Opinion requisition/chain of custody form will remain with the specimen when it is being transported. The Second Opinion Testing Laboratory part of the form will be maintained anytime someone removes the specimen or an aliquot of the specimen from the laboratory's specimen storage facilities.

After the specimen is tested by the Second Opinion Testing Laboratory, a Laboratory Report will be completed and transmitted to TCFD along with the completed second opinion requisition/chain of custody form. The Second Opinion Testing Laboratory will retain a copy of this form.

Grievance Procedure

All actions and decisions made pursuant to this Alcohol and Drug Policy shall further be subject to a "just cause" standard, and to the parties' grievance and arbitration procedure. The Employee Assistance Program will be implemented in a manner that will comply with all applicable federal and state laws.

Union Held Harmless

This drug and alcohol testing program is solely initiated at the behest of the City. The City shall be solely liable for any legal obligations, costs, and attorneys' fees arising out of the provisions and/or application of this Agreement relating to drug and alcohol testing. The Union and its members shall be held harmless for the violation of any laws, regulations, or worker

rights arising from the creation, implementation, or administration of the drug and alcohol testing program and the City agrees to indemnify the Union and its members from and against all claims or suits arising out of the creation, implementation, and administration of this drug and alcohol testing program. Said indemnification shall take the form of defense and payment of any judgments, settlements, costs, or attorneys' fees.

MET PATH

Attachment "A"

Drug Name	Metabolite Detected	Screen Method Cut-Off	Confirmation Method Cut-Off
Amphetamines • Uppers • Speed • Meth • Whites • Dexies • Black Beauties • Crank	d-Amphetamine dI-Amphetamine d-Methamphetamine Benzphetamine Fenfluramine - Obertol Fetamin Methamphetamine - Desoxyn	EMIT 1000 ng/ml (mcg/L)	GC/MS Amphetamine 500 ng/ml (mcg/L) Methamphetamine 500 ng/ml (Mcg/L)
Cocaine • Coke • Crack • White Candy • Nose Candy • Snow • Toot • Blow • Free Base • C • Flake • Gold Dust	Benzoylcegonine	Immunoassay 300 ng/ml (mcg/L)	GC/MS 150 ng/ml (mcg/L)
Marijuana • Dope • Pot • Reefer • Joint • Grass • Toot • Blow	Marijuana Hashish Tetrahydrocannabinol (THC) 11-Nor-9-Carboxy THC (COOH-THC)	EMIT *100 ng/ml (mcg/L)	GC/MS 15 ng/ml (mcg/L)
Opiates • Codeine (school boy) • Heroin (smack, horse, junk) • Hydrocodone • Morphine ("M", "Miss Emma")	Morphine	EMIT 300 ng/ml (mcg/L)	GC/MS Codeine 300 ng/ml (mcg/L) Morphine 300 ng/ml (mcg/L)
Phencyclidine • Angel Dust • Devil Stick • PCP • Dummy Dust • Elephant Juice • Hog	PCP	EMIT 25 ng/ml (mcg/L)	GC/MS 25 ng/ml (mcg/L)
Barbiturates • Downers • Dolls • Reds • Rainbows • Yellows • Tunia • Goof Balls • Blues	Secobarbital (Seconal) Phenobarbital (Levsin, Donnatal) Methobarbital (mebaral) Betabarbital (Plexonal) Amobarbital	EMIT 200 ng/ml (mcg/L)	GC/MS Amobarbital, Secobarbital, Betabarbital, Butalbital Pentobarbital 200 ng/ml (mcg/L) Phenobarbital 500 ng/ml (mcg/L)
Benzodiazepines • Downers	Diazepam (Valium) Chlordiazepoxide (Librium) Oxazepam (Serax) Nordiazepam Medazepam Halazepam Prazepam Temazepam Norchlordiazepoxide Flurazepam (Dalmane)	EMIT 300 ng/ml (mcg/L)	H.P.L.C. 150 ng/ml (mcg/L)
Methadone • Done • Dolophine • Methadose	Methadone	EMIT 300 ng/ml (mcg/L)	GC/MS 300 ng/ml (mcg/L)
Methaqualone • Ludes • Soapers • Quads	Methaqualone Quaalude Mequin	EMIT 750 ng/ml (mcg/L)	GC/MS 300 ng/ml (mcg/L)
Propoxyphene	NorPropoxyphene	EMIT 300 ng/ml (mcg/L)	GC/MS 300 ng/ml (mcg/L)

(*MetPath offers flexibility in the detection levels of T.H.C. for non-D.O.T. drug screens)

Source of Interference	Look For ... Physical Symptoms	Dangers	Time Detectable in Urine
Cold Medication	Pills of varying colors, possible chain smoking, long periods without rest or sleep Loss of appetite, anxiety, irritability, rapid speech, tremors, mood elevation	Disorientation, severe depression paranoia; possible hallucinations, increase in blood pressure, fatigue.	1-2 days
None	Glassine envelopes, razor, small spoons; odorless, bitter white crystalline powder. Short-lived euphoria changing to depression. Nervousness, irritability, tightening of muscles.	Shallow breathing, fever, anxiety, tremors, possible death from convulsions or respiratory arrest.	12-48 hours
None	Plastic baggies, rolling paper, "roach" clips, odor of burnt rope. Altered perception, dilated pupils, lack of concentration and coordination, craving for sweets, increased appetite, laughter.	Psychological dependence, increased heart rate, impaired short-term memory, anxiety, lung damage, possible psychosis with chronic use.	Occasional use: 1-8 days. Chronic use: 1-4 weeks.
Codeine Chlorpromazine Dextromethorphan	Glassine envelopes, needles & syringes, caps or spoons, tourniquets, needle marks on arms. Insensitivity to pain, euphoria, sedation, nausea, vomiting, itchiness, watery eyes, running nose.	Lethargy, weight loss, hepatitis, slow and shallow breathing, possible death when combined with barbiturates.	1-3 days
P-Nitrophenol Acid	Liquid capsule. White or brown powder can be put on paper stamps, sugar cubes, cigarettes or joints. May be injected. Increased pulse and heart rate, blood pressure and temperatures. Mood and perception alteration possible; paranoia, panic, anxiety, nausea, tremors, suicidal urge.	Unpredictable behavior, flashbacks, possible emotional instability and psychosis, hallucination.	Occasional use: 1-8 days Chronic use: Up to 30 days.
None	Capsule of varying colors, longer periods of rest or sleep, dizziness, cold and clammy skin. Depression, decreased alertness and muscle control, intoxication and slurred speech, drowsiness.	Rigidity and painful muscle contraction, emotional instability, possible overdose and death, especially when mixed with alcohol.	Pentobarbital: 1-3 days Phenobarbital: 1-3 weeks
None from Non- Benzodiazepine Substances	Oral/injection Slurred speech, disorientation, drunken behavior without odor of alcohol.	Shallow respiration, cold and clammy skin, dilated pupils, weak and rapid pulse, coma, possible death.	1-14 days
Dextromethorphan Chlorpromazine Promethazine	Pills, liquid, injection. Euphoria, drowsiness, respiratory depression, constricted pupils, nausea.	Slow, shallow breathing; clammy skin, convulsions, coma, possible death.	1-3 days
None	Oral/injection. Slow heart rate and breathing, lowered blood pressure. Sleepiness, feeling of well being, loss of coordination, dizziness, impaired perception, confusion, later hangover.	Anxiety, insomnia.	1-7 days
None	Pills. Dizziness, drowsiness, headache, euphoria, dysphoria, asthenia.	Skin rash and other allergic reactions occur occasionally and may be accompanied by drug fever and mucosal lesion, stupor or coma; convulsions, respiratory depression.	1-3 days

Attachment "B"

DRUG SCREEN TEST REQUEST
(CHAIN OF CUSTODY)

Attachment "C"

I have received a copy of the test results as indicated in Laboratory # _____.

Signature

Typed Name

Date

Attachment "D"

I consent and request second opinion Drug and/or Alcohol test. I understand I must pay the total cost of the requested second opinion test as provided in g(2) of the policy.

Cost of Test: \$ _____

Signature of Employee

Signature of Supervisor

Date

DRUG AND ALCOHOL CHECKLIST

1. Union Representative _____
2. Employee _____
3. Date _____
4. Time employee notified of the test _____
5. Name and title of person who notified employee of the test _____

6. Time employee tested _____
7. Was employee notified of test in writing? _____
(If yes, attach copy. If no, demand that the notice and reasons for testing be reduced to writing.)
8. Was employee advised of right to have union representation during testing? _____
9. Was union representation granted if requested by the employee? _____
10. Was employee given an opportunity to explain his behavior and avoid testing? _____

11. What were consequences of refusing to take test or of testing positive explained to the employee?

12. Specimen number _____
13. Any other identifying numbers or letters on the urine specimen bottle? _____
14. Was urine specimen container clean and individually wrapped? _____
15. Was test given during employee's shift or after shift ended? _____
16. Was employee asked to produce photo identification? _____
17. Did employee fill out a pre-test information form? _____
Did this form ask for information on prescription and non-prescription drugs? _____
18. Was employee asked to remove clothes before giving urine specimen? _____
19. Was employee instructed to wash and dry hands before giving urine specimen? _____
20. Was water, soap, detergent or any other substance present in the room while urine sample was being collected? _____
21. Did anyone directly observe the employee giving the urine specimen? _____
22. Did anyone come into the room where the urine sample was being collected while it was being collected? _____
23. Did anyone measure the temperature of the urine sample or inspect it for contaminants? _____
24. Was the urine specimen in the employee's view at all times until it was packaged and sealed?

25. Was a tamper-proof seal placed over the cap and down the sides of the urine specimen container?

26. Was the urine specimen container placed in a locked refrigerator? _____
27. Was the employee asked to sign a form containing information identifying his/her urine sample?

28. Was employee told what drugs he/she would be tested for? _____
29. Where was urine sample sent for testing? _____
30. Was the drug test disclosed to other employees? _____
31. Are there witnesses to any of the above? _____

If yes, give names: _____

32. Any other unusual circumstances? _____

ARTICLE 33

GENERAL

Section 1 - Separability: This Agreement is subject to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the City, the Association and the employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided therefor, such provisions shall be void and inoperative; however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

Section 2 - Distribution of Agreement: Three signed hard copies and a computer version of this agreement shall be distributed by the City to the Association.

Section 3 - Duration: This Agreement shall be effective the 1st day of July, 2014, and shall remain in force and effect to and including the 30th day of June, 2016.

Section 4 - Future Negotiations: The parties agree that, commencing not later than April 1, 2016 they will undertake negotiations for a new Agreement for a succeeding period.

Section 5 - Extensions: In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect and during which time negotiations are in process, until a new contract or Act 312 arbitration award is issued.

Section 6 - Mutual Agreement on Changes: If, prior to the expiration of this Agreement, any article or section of this Agreement is found to be inconsistent or unworkable, changes can be made if there is mutual agreement between the City and Association.

Section 7 - Non-Discrimination: The parties agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, compensation, work classifications, promotion or demotion, termination, transfers, or other conditions of employment or a matter directly or indirectly related to employment because of their actual or perceived race, color, national origin, sex, age, height, weight, marital status, religion, physical or mental disability, family status, sexual orientation, or gender identity. Breach of this covenant may be regarded as a material breach of this Agreement.

Section 8 - Gender: The masculine pronoun, wherever used in this agreement, shall include the feminine pronoun, unless the context clearly otherwise requires.

Section 9 - Entire Agreement: This Agreement together with all items incorporated herein by reference, constitutes the entire Agreement of the parties and there are no valid promises, conditions or understandings which are not contained herein.

Section 10 - Interpretation: This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. This Agreement was drafted by the joint direction of the parties.

Section 11 - Authority to Execute: The parties agree that the signatories appearing below have the authority and duly authorized to execute this Agreement on behalf of the parties to the Agreement.

ARTICLE 34

CERTIFICATION ALLOWANCE

Effective January 1, 2005, and thereafter, as a condition of employment, new employees hired into the Fire Department for Suppression services shall be required to maintain a paramedic license and comply with local medical control authority requirements. When promoted to Captain, employee is exempt from this requirement, but must maintain a basic EMT-B license.

All Fire Department employees in Suppression services, within the first five (5) years of employment, will participate in, complete and secure a Certificate of Fire Fighter Apprenticeship through the United States Department of Labor.

Any fire fighter who has obtained and is maintaining an emergency medical technician license at the level of basic, specialist, or paramedic from the Michigan Department of Public Health and complies with the local medical control authority requirements, shall be entitled to additional pay which shall be rolled in as part of their pay. Effective July 1, 2004, the following shall be paid for each firefighter maintaining this license.

	<u>24 Hour Shift</u>	<u>8 Hour Shift</u>
EMT-B	\$.14/hour	\$.19/hour
EMT-S	\$.17/hour	\$.24/hour
EMT-P	\$.35/hour	\$.49/hour

Inspector Certification: For employees in the Inspection/Prevention service, a payment of \$.16 per hour for maintenance of the state inspector's license shall be paid in accordance with the preceding paragraph.

ARTICLE 35

CHERRY CAPITAL AIRPORT

In the event there is an agreement with the Cherry Capital Airport to provide firefighting services, the City will provide staffing of Airport Rescue Fire Fighting (ARFF) certified employees. An Airport Rescue Fire Fighting (ARFF) station at the Cherry Capital Airport will be staffed (after July 1, 2010) with a minimum of one (1) TCFD ARFF certified employee for the entire twenty-four (24) hour shift at the ARFF station. The normal duty day for the TCFD ARFF certified employees assigned to the Airport ARFF station will be the same as currently applies to fire suppression employees working at the fire stations 1 & 2.

ARFF certified training and FAA/ARFF certification is voluntary, and no employee is required to undergo said training, nor to acquire or maintain said certification. Fire Inspection/Prevention employees hired after 9.14.2005, are not eligible for FAA/ARFF certification and/or training. All TCFD suppression employees will be given the opportunity to receive all training needed for FAA/ARFF certification. Training and all related costs shall be borne by the City to the extent necessary to receive the training. Employees scheduled to be on-duty will be released from duty without loss of pay or benefits and employees scheduled to be off-duty will receive overtime pay. Specific to the FAA/ARFF required hot drill, if an employee misses the locally scheduled hot drill, all costs to attend the training will be borne by the employee, unless there are extenuating circumstances approved by the Fire Chief or his designee.

FBI background checks will only be done on those TCFD employees who choose to undergo the training needed for FAA/ARFF certification. No TCFD employee shall be subject to discharge, discipline, or any other adverse action as a result of the FBI background investigation.

Drug testing of TCFD employees assigned to work at the ARFF station (3) will be in accordance with the collective bargaining agreement between the City and the Union.

TCFD chain of command will be followed for all ARFF duties and responsibilities.

Maintenance will not be performed by TCFD employees assigned at the ARFF station, except for current apparatus readiness and equipment checks. Basic duties comparable to current practice at fire station 1 and 2 shall be performed in areas under control of the City at the ARFF station.

All equipment to be utilized by TCFD employees assigned at the ARFF station will meet or exceed current NFPA, FAA, MIOSHA, or other applicable state and federal standards, as they

may be updated from time-to-time. The City will ensure that all fitness equipment at ARFF station 3 is maintained and replaced so that it is of the same standard as that located at stations 1 and 2.

Family visitors will be allowed at the ARFF station the same as is currently the practice at fire stations 1 and 2.

ARTICLE 36

FAA/ARFF CERTIFICATION ALLOWANCE

Any fire fighter who has obtained and is maintaining FAA/ARFF certification shall be entitled to additional pay which shall be rolled in as part of their pay:

24 Hour Shift

\$.34/hour

8 Hour Shift

\$.48/hour

In the event there is no agreement with CherryCapitalAirport to provide firefighting services, or that agreement is cancelled, the FAA/ARFF certification allowance will cease.

ARTICLE 37

MEAL ALLOWANCE

Any firefighter assigned to work a 24 hour shift shall be entitled to receive a meal allowance of \$.31 per hour which shall be rolled in as part of their pay.

ARTICLE 38

EDUCATIONAL REIMBURSEMENT

Upon approval from the Fire Chief and the Human Resources Director, the City will reimburse up to one hundred percent (100%) the cost of tuition, to not exceed a maximum cost of eight (8) credit hours per semester for the attendance and education which is directly related to the employee's job upon representation of a report card indicating a minimum of a 2.5 grade point average for the course. Approvals must be received prior to the beginning of the educational experience.

ARTICLE 39

OFF DUTY EMPLOYMENT

Prior to the beginning of any off-duty employment, including self-employment, the Employee shall review Departmental Rules, and Executive Order No. 340, all which pertain to work outside of the Department. If there may be a possible conflict, the Employee shall discuss the situation with his/her immediate supervisor using the chain of command. That supervisor shall bring the possible conflict to the attention of the Fire Chief.

This Agreement was negotiated by the following listed representatives:

Local 646
Chad Rueckert
Eric Jackson
Eric Moravcik
Chris Peron
Kenny Davis

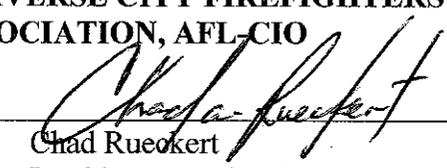
City of Traverse City
Jered Ottenwess
William Twietmeyer
James Tuller
Penny Hill
Kelli Schroeder

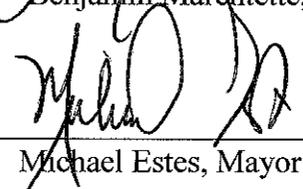
IN WITNESS WHEREOF, the parties hereto have, by their representatives, duly authorized in the premises, executed this Agreement.

CITY OF TRAVERSE CITY

**LOCAL NO 646 OF THE
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, also known as
TRAVERSE CITY FIREFIGHTERS
ASSOCIATION, AFL-CIO**

By: 
Benjamin Marentette, City Clerk

By: 
Chad Rueckert
President, Local 646

By: 
Michael Estes, Mayor

APPROVED AS TO SUBSTANCE:


Jered Ottenwess, City Manager

Date: 7-23-14

SCHEDULE "A"
HOURLY RATE ATTACHMENT
&
ANNUAL EDUCATION STIPEND

There is hereby established the following schedule of hourly compensation for the various classifications of positions in the Fire Department.

Effective July 1, 2014 the annual salary will be increased based upon the change in the April 2014 index as compared to the April 2013 index from the official Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, all items, published by the Bureau of Labor Statistics, U.S. Department of Labor (1982-84-100), such increase shall not be less than 2.0% nor more than 4.0%.

Effective July 1, 2015 the annual salary will be increased based upon the change in the April 2015 index as compared to the April 2014 index from the official Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, all items, published by the Bureau of Labor Statistics, U.S. Department of Labor (1982-84-100), such increase shall not be less than 2.0% nor more than 4.0%.

Pay increases to commence on the first day of a pay period which falls closest in time to the date scheduled for the increase.

Effective the first full pay period in July of each year an employee, upon completion of his/her probationary period, may be eligible for an annual stipend for the successful completion of a qualifying degree that is directly related to the employee's job. The stipend schedule is at most \$300 for a Bachelor's Degree (limit one) or \$600 for a Master's Degree (limit one).