

**AGREEMENT**

**between**

**CITY OF TRAVERSE CITY**

**and**

**TRAVERSE CITY FIREFIGHTERS ASSOCIATION, AFL-CIO**

**Effective: July 1, 2025 through June 30, 2029**





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## **AGREEMENT**

This AGREEMENT entered into, covering the period of July 1, 2025 to June 30, 2029, 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 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 3**

#### **ASSOCIATION MEMBERSHIP**

Membership in the Association is not compulsory. Employees covered under this agreement have the right to join, not join, maintain or drop their membership in the Association. This provision shall be governed by State Law.

### **ARTICLE 4**

#### **DEDUCTION OF DUES**

During the Period of time covered by this Agreement, the City agrees to deduct from the pay of any employee who chooses to become a member of the Association, all dues, fees, and special assessment fees of the local Association, provided, however, that the Association has provided to the City authorizations signed by such employees allowing such deductions and payments to the local Association. This may be done through the Treasurer of the Association.

- A) Amounts of dues, fees, and special assessments will be certified to the City by the Treasurer of the local Association.
- B) Such dues, fees, and special assessments will be deducted by the City and promptly remitted to the local Association.
- C) Such deductions shall commence on the first payroll period following the City's receipt of an employee's signed deduction authorization.

The Association agrees that in the event of employee litigation against the City of Traverse City, its agents or 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 5**

### **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 6**

### **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 Association in advance of entering such integration. The Association 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 Association 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 Association's bargaining rights under PERA, or the Association's rights under Maintenance of Condition Clause, Article 27 of this Agreement.

## **ARTICLE 7**

### **ASSOCIATION ACTIVITIES**

#### **Section 1 - 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 2 - 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 3 - 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 8**

### **REPRESENTATION**

#### **Section 1 – Member Representative:**

The City agrees to recognize one (1) member representative elected or appointed by the Association from among employees in the unit with one or more years of seniority for the purpose of processing grievances. An alternate member representative will be recognized by the City when the regular member is absent from work. The Association agrees that the member representative will not let the association duties interfere with their duties or the operations of the Fire Department, and the City agrees to give the member representative reasonable time and access to the other officers to fulfill their responsibilities.

The City shall be informed in writing of the names of the member representative and alternate. All official communication from or to the City shall be from or to the member representative.

**Section 2 – Bargaining Team:**

The Bargaining Team shall be selected by the Association. There shall be no more than two (2) representatives at any given time who, when bargaining occurs during their normal work shift, shall be released from work for such purposes without loss of time or pay. In no event will the City compensate an employee for hours spent in bargaining beyond the employee's normal work shift.

**Section 3 - Mail:**

All post office mail addressed to the Association and its Negotiating Committee shall be placed unopened into the Union's mailbox.

**ARTICLE 9  
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 Association, or group of employees concerning the application and/or interpretation of this Agreement which is subject to the grievance procedure established herein.

**Section 3 – Time Limits:**

Any grievance not timely filed or appealed within the time limits shall be deemed settled on the basis of the City's last answer. In the event the City does not timely answer a grievance, it will automatically advance to the next Step when the time for the City's answer has expired.

Time limits may be extended by mutual written agreement of the parties. Business days do not include Saturday, Sunday, or Holidays.

#### **Section 4 - Steps in Grievance Procedure:**

- A) **Step One (1) Verbal Procedure:** An employee with a grievance shall first discuss the matter with the Fire Chief together with an Association representative within seven (7) business days of the date by which an employee should have been reasonably aware of such incident to try to resolve the matter informally. The Fire Chief shall answer the grievance in writing within seven (7) business days of the Step 1 grievance meeting. If the grievance is not satisfactorily resolved by the Fire Chief's answer, the employee/Association may reduce the grievance to writing on a grievance form as shown in Schedule B to proceed to Step Two.
- B) **Step Two (2) Written Procedure:** If the Fire Chief's answer to the grievance is felt to be unsatisfactory in Step 1, the employee/Association may reduce the grievance to writing and submit it to the City Manager within seven (7) business days after receipt of the Fire Chief's step 1 response was given or due. When so filed, a meeting between the employee and/or Association representative and the City Manager and/or his representative, will be arranged to discuss the grievance within seven (7) business days from the date the grievance is submitted to the City Manager. The City Manager or his designee shall submit his/her answer to the grievance in writing, within seven (7) business days after the step Two meeting.
- C) **Step Three (3):** In the event that Step Two fails to settle the grievance, the Association, within thirty (30) calendar days from receipt of the City Manager's Step 2 answer was given or due, and not thereafter, may submit the matter to Arbitration.

Any grievance that is arbitrable upon proper notification as provided in this Agreement, may be submitted to one arbitrator chosen by mutual agreement of the parties. If mutual agreement cannot be obtained, the arbitrator will be selected from a panel of eleven Michigan arbitrators obtained from the Federal Mediation and Conciliation Service by each party alternately striking a name from the panel with the remaining name serving as the Arbitrator. The parties will alternate making the first strike, with the Association being the first to make the first strike. The compensation and expenses of the Arbitrator shall be shared equally by the Association and the City. The Arbitrator's decision shall be final and binding. The fees and expenses of the Arbitrator shall be shared equally by the Association and the City. Either party may have a court reporter present, subject to the rulings of the Arbitrator.

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 this Agreement in any respect.

The individual grievant(s) (if any), and the Association Representative shall be released from work without loss of pay or benefit in order to attend the entire Arbitration 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.

- D) **Step Four (4) Mediation (Optional):** If the grievance has not been resolved in the foregoing steps, and if both parties agree, the grievance may be submitted to the Michigan Employment Relations Commission for the purposes of grievance mediation in advance of proceeding to arbitration within thirty (30) calendar days after receiving the Step Three answer from the City Manager, or his/her designee. If the matter is not resolved through mediation either party may submit it for arbitration.

#### **Section 5 - Pursuit of Remedy**

The parties agree that once an employee has elected to pursue a remedy under State or Federal law for alleged conduct which may be a violation of the Collective Bargaining Agreement, such employee shall not have simultaneous resort to the grievance procedure and any grievance then being processed shall be deemed withdrawn by the party filing. Any decision rendered shall be binding on both parties. This shall not preclude employees from exercising their rights guaranteed under State or Federal law.

## **ARTICLE 10 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 an Association 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 Association 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 an Association official citing the specific offense(s) of which the employee was determined guilty and the reasons for the discipline. Disciplinary charges, absent extenuating circumstances, shall be void unless filed within ninety (90) calendar days following the date the City becomes aware of the violation.

- B) The discharged or suspended non-probationary employee will be permitted to review their discharge or suspension with their Association official and the City 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 Association official.
- C) No employee shall be suspended from work without pay due to a pending disciplinary investigation, unless felony criminal charges have been filed against the employee, in which event the City may in its discretion while completing its disciplinary investigation place the member on an "administrative leave without pay" but not in excess of thirty (30) calendar days. Where a member is placed on such an unpaid administrative leave due to charged felony criminal conduct, if ultimately the City determines that there are no grounds for discipline or the City imposes discipline less than a 30-day suspension, the employee will be made whole for the unpaid administrative leave period that was in excess of the discipline imposed.



In cases where no felony criminal charges have been filed against the employee, the City may in its discretion, while completing its disciplinary investigation, place the member on “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 Step 2 of the grievance procedure, provided the grievance is submitted within seven (7) business 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) Any disciplinary action issued by the City may include a review and consideration of any previously issued disciplinary action(s) issued within the preceding thirty-six (36) months. Disciplinary action(s) issued prior to the preceding thirty-six (36) months may not be considered in subsequent disciplinary actions unless such prior disciplinary action(s) demonstrate(s) a pattern of behavior.

## **ARTICLE 11**

### **PROMOTIONS & LATERAL TRANSFERS**

- I. Promotional vacancies within the Fire Department to the classifications of Captain Fire Marshal, Suppression Captain, Lieutenant Training Officer, Suppression Lieutenant & Fire Inspector shall be based on the following factors:
  - A) Qualified candidates may apply and promote in accordance with the eligibility requirements in this Article.
  - B) Promotions shall be on the basis of written exam, oral exam, seniority points, and service rating points as provided herein. If there is only one (1) qualified candidate, the examination process shall proceed, and that qualified candidate will be promoted so long as he/she passes both the written exam and oral exam.
  - 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 candidate 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 schedule 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 from Empco, unless the City and the Association agree to obtain the tests from another testing agency. Candidates participating in such examinations shall be given the results thereof. The City shall give a minimum of 45 days advance written notice of the examination to the candidates.

Participants in the written test will abide by all standards and guidelines derived by the testing agency. The City's Human Resources Department shall conduct the written examinations; the testing agency from which the test was obtained shall grade the written examination

**III. Oral Examination:** 35 points

The oral test that is given to candidates for promotions shall be uniform. The internal oral examination shall be conducted by a panel consisting of the Fire Chief or his or her designee, a person chosen by the Fire Chief or his/her designee from another full time fire department who currently holds a rank above the rank of the position to be filled, and one person chosen by the Association from another full time fire department who currently holds a rank above the rank of the position to be filled.

Each panel member shall mark a rating form and the average score shall determine the points awarded. Each of the oral board panelists will independently score the candidate on each of the oral questions, with ten (10) being the maximum possible score on each of the oral questions. The final oral exam score of each candidate shall be the average of the total points awarded by each of the oral board panelists. 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.

Candidates participating in such examinations shall be given the results thereof.

**IV. Seniority:** 15 Points

Seniority shall be calculated as one (1) point per year with the Traverse City Fire Department of job experience, beginning at five (5) years through twenty (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 Association and City).

**VI. Lists/Tests/Filling Positions:**

Promotional lists for suppression positions will remain in effect until depleted or for a period of two (2) years from the date the list was issued, whichever occurs first. When a new list is issued, it shall supersede the prior list. For promotions to suppression positions (i.e., Suppression Lieutenant and Suppression Captain), 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 (6) 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. For promotions to the positions of Captain Fire Marshal, Lieutenant Training Officer, and Fire Inspector, if there is no current eligibility list in existence when the vacancy first occurs, the testing process will be commenced as soon as possible after the vacancy first occurs.

If the position tested for is turned down by the candidate, the candidate will be removed from the current promotional list. In all promotional examinations, ties in the total score shall be broken using the following categories in order listed: seniority, written, oral.

## **VII. Eligibility Requirements:**

1) **Captain Fire Marshal:** Promotions to Captain Fire Marshal shall be based on written and oral examinations related to the duties/responsibilities of the job classification. The position of Captain Fire Marshal does not confer any fire suppression rank; a person holding the position of Captain Fire Marshal retains the last suppression rank (i.e., Firefighter, Lieutenant; Captain) that he/she last held prior to becoming Captain Fire Marshal, but does not accrue additional suppression service time after becoming Captain Fire Marshal. Eligibility of Captain Fire Marshal to participate in the promotional process for Suppression Lieutenant and/or Suppression Captain shall be determined based on TCFD suppression rank(s) held, and service time accrued in the suppression rank(s), before becoming Captain Fire Marshal.

To be eligible to apply for promotion to Captain Fire Marshal, one (1) year as a Suppression Captain or two (2) years in the next lower rank of Suppression Lieutenant and/or Lieutenant Training Officer shall be required. If there are no eligible candidates, then eligibility shall be opened up to the following successive ranks/years, in the following order, until there is at least one (1) eligible candidate:

- Minimum of five (5) years of service in the Traverse City Fire Department while certified as a Fire Inspector I or higher
- Non-probationary member certified as a Fire Inspector I or higher
- Non-probationary TCFD Firefighter

2) **Suppression Captain:** Promotions to Suppression Captain shall be based on written and oral examinations related to the duties/responsibilities of the job classification.

To be eligible to apply for promotion to Suppression Captain, two (2) years in the next lower rank of Suppression Lieutenant shall be required; however, if there are no eligible candidates, then eligibility shall be opened up to the following successive ranks/years, in the following order, until there is at least one (1) eligible candidate:

- Minimum of one (1) year as a Suppression Lieutenant in the Traverse City Fire Department
- Minimum of six (6) months as a Suppression Lieutenant in the Traverse City Fire Department

3) **Suppression Lieutenant:** Promotion to Suppression Lieutenant shall be based on written and oral examinations related to the duties/responsibilities of the job classification.

To be eligible to apply for promotion to Suppression Lieutenant, five (5) years in the next lower rank of Fire Fighter and Michigan Firefighters Training Council Fire Officer I shall be required; if there are no eligible candidates, then eligibility shall be opened up to the following successive ranks/years, in the following order, until there is at least one (1) eligible candidate:

- Minimum of three (3) years as a Fire Fighter with the Traverse City Fire Department, and an additional three (3) years of full-time fire service experience for a municipality or multi-district fire/EMS agency, and Michigan Fire Fighters Training Council Fire Officer I, or
- Minimum of three (3) years as a Fire Fighter with the Traverse City Fire Department and Michigan Firefighters Training Council Fire Officer I

4) **Lieutenant Training Officer:** Promotions to Lieutenant Training Officer shall be based on written and oral examinations related to the duties/responsibilities of the job classification. The position of Lieutenant Training Officer does not confer any fire suppression rank; a person holding the position of Lieutenant Training Officer retains the last suppression rank (i.e., Firefighter; Lieutenant; Captain) that he/she last held prior to becoming Lieutenant Training Officer but does not accrue additional suppression service time after becoming Lieutenant Training Officer. Eligibility of Lieutenant Training Officer to participate in the promotional process for Suppression Lieutenant and/or Suppression Captain shall be determined based on TCFD suppression rank(s) held, and service time accrued in the rank(s), before becoming Lieutenant Training Officer.

To be eligible to apply for promotion to Lieutenant Training Officer, five (5) years total combined service as a TCFD Fire Fighter and/or Fire Inspector shall be required; if there are no eligible candidates, then eligibility shall be opened up to the following successive ranks/years, in the following order, until there is at least one (1) eligible candidate;

- Non-probationary member certified as a Fire Instructor I or higher
- Non-probationary TCFD Firefighter

5) **Fire Inspector:** The position of Fire Inspector does not confer any fire suppression rank; a person holding the position of Fire Inspector retains the last suppression rank (i.e., Firefighter; Lieutenant; Captain) that he/she last held prior to becoming Fire Inspector but does not accrue additional suppression service time after becoming Fire Inspector. Eligibility of Fire Inspector to participate in the promotional process for Suppression Lieutenant and/or Suppression Captain shall be determined based on the years in TCFD Suppression rank(s) held, and service time accrued in the rank(s) before becoming Fire Inspector.

To be eligible to apply for Fire Inspector, one (1) year in the rank of Fire Fighter shall be required. Notwithstanding any other provisions herein to the contrary, if there is only one (1) eligible candidate for a Fire Inspector vacancy, the promotion shall be made without any testing.

#### **VIII. Lateral Transfers:**

Captain Fire Marshal, Lieutenant Training Officer and Fire Inspector are eligible to laterally transfer to any suppression classification (i.e., Fire Fighter, Suppression Lieutenant, and Suppression Captain) that he/she previously held within the Traverse City Fire Department. Suppression members (i.e., Fire Fighter, Suppression Lieutenant, and Suppression Captain) are eligible to laterally transfer to any non-suppression classification (i.e., Captain Fire Marshal, Lieutenant Training Officer, and Fire Inspector) that he/she previously held within the Traverse City Fire Department. Provided, however, no employee may laterally transfer until he/she has been in his/her current classification for at least two (2) years.

Lateral Transfers may be requested only if there is a vacancy. The City shall provide an internal posting via department email and a bulletin board memorandum notifying of the lateral transfer opportunity as soon as circumstances allow, and before any promotion is made. Fire Department members will have a minimum of fourteen (14) days to express interest or lack thereof. The City shall treat non-responses as a lack of interest. Should a vacancy not be filled by way of a lateral transfer, it will then be filled by way of a promotion in accordance with this Article.

#### **IX. Responsibilities of Firefighters:**

All employees 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 comply with all policies and rules of the City of Traverse City. They shall be just, dignified and firm in their dealings with others; abstain from violent, abusive and immoderate language; shall comply with 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 co-workers.

#### **X. Trial Period:**

The candidate chosen for promotion shall complete a six (6) month trial period starting on the first duty day of the new position. During the six (6) month trial period, the Fire Chief shall perform a written three (3) & six (6) month evaluation. During this time, the employee may elect to return to his/her prior position through a written request to the Fire Chief, or the employer may return the employee to their prior position if the employee's performance in the new position is unsatisfactory. If the Fire Chief finds the person unable to satisfactorily perform the requirements of the position, the Fire Chief shall state the reasons in writing to the employee and provide a copy to Human Resource and the Association 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 trial period has ended, it will be assumed that the employee has passed their trial period unless a written notification to the contrary has been given to the employee by the Fire Chief.

#### **XI. External Job Postings:**

In the event that no member of the Traverse City Fire Department applies for, or no members are eligible for, or no members are deemed qualified for a promotional vacancy, the City reserves the right to hire externally.

#### **XII. Changes in Job Classification:**

Upon successful attainment of a paramedic license, the employee shall be reclassified to the appropriate higher job classification. The employee shall be placed at either the minimum rate of the corresponding pay range or the lowest step within the wage scale (as outlined in Appendix A) that results in an increase to the employee's current base wage or salary.

Following reclassification, the employee shall progress through the wage scale in accordance with the step increase provisions, until reaching the final step of the applicable wage scale.

For example (*the information below is only for illustration*):

If the pay scale for FF/EMT was:

Step 1 \$18.33 Step 2 \$18.82 Step 3 \$19.32 Step 4 \$19.84 Step 5 \$20.37 Step 6 \$21.02

If the pay scale for FF/Paramedic was:

Step 1 \$19.32 Step 2 \$19.81 Step 3 \$20.31 Step 4 \$20.83 Step 5 \$21.36 Step 6 \$22.01

When the FF/EMT who is at Step 5 (\$20.37) obtains a paramedic license, the employee shall be reclassified to FF/Paramedic. The employee does not go back to Step 1; the employee shall be moved to FF/Paramedic Step 4 (\$20.83).

## **ARTICLE 12 SALARIES**

### **Section 1 - General:**

The salary schedule attached hereto as "Schedule A" shall be effective for the term of this Agreement.

The City has a 2912-hour payroll basis for fire personnel working 24-hour shifts basis and on a 28-day FLSA 7(k) work period. The work period shall begin at 7:00 a.m. after twenty-four (24) hour shifts have been worked.

For Firefighters who work a 24-hour shift, the scheduled hours shall be paid average of 224 hours in a 28-day work period (112 bi-weekly). Under Section 7(k) of the FLSA, employees shall be compensated at the FLSA overtime rate for hours of a 28-day tour which are in excess of 212 hours. The FLSA 7(k) overtime shall be earned based on the work period scheduled. Employee's approved paid time off will be used in the calculations for FLSA 7(k) overtime referred to as State Act Pay.

### **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 at the rate of pay of the corresponding suppression job classification that is begin covered, 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 Captain shall be a Suppression Lieutenant. Any temporary absence for the rank of Suppression Lieutenant shall be one of the candidates from the current Suppression Lieutenant promotional list. The three (3) highest scoring candidates from the current list shall be placed on separate crews as Acting Officers. 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, if qualified on the affected crew shall be offered the Acting Lieutenant Officer assignment, until a new promotional list is established. 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:

	24-Hour	8-Hour
8 years continuous service	\$0.11 per hour	\$0.15 per hour
12 years continuous service	\$0.18 per hour	\$0.25 per hour
16 years continuous service	\$0.21 per hour	\$0.29 per hour
20 years continuous service	\$0.25 per hour	\$0.34 per hour

### **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.

8-hour prevention employees, such as the Training Officer, Fire Inspector, and Fire Marshal, may be offered the opportunity to work suppression overtime only after all suppression employees have been offered and have declined the overtime assignment. When an 8-hour prevention employee works a 24-hour suppression shift, all hours worked during that shift shall be converted and compensated at the 24-hour suppression overtime rate.

If an 8-hour prevention employee works a suppression shift on a recognized holiday, the employee shall receive holiday pay based on their standard 8-hour rate. In addition, any hours worked in suppression on that holiday shall be compensated at the 24-hour converted rate, multiplied by one and a half (1.5).

The 24-hour suppression overtime rate shall be calculated as follows:

$$\text{Overtime Rate} = (\text{Annual Salary} \div 2912 \text{ hours}) \times 1.5$$

Employees normally assigned to 24-hour classification who are temporarily reassigned to an 8-hour schedule (e.g., due to light duty or similar circumstances) shall have their overtime pay calculated using the 8-hour converted rate, as follows:

$$\text{Overtime Rate} = (\text{Annual Salary} \div 2080 \text{ hours}) \times 1.5$$

All other overtime hours worked that do not involve a change in job classification, such as working at special events for less than a 24-hour shift, shall be compensated at the employee's regular overtime rate of pay.

A callback is an event in which employees are required to respond to an active emergency, backfill station staffing, investigate post-emergency, or provide any other fire department operational need when off duty at the time of being contacted. A call-back shall be paid as provided in this article above.

A hold-over is an extension of a duty shift that is required for minimum staffing, to provide emergency services, complete documentation, or restore equipment to a service-ready state with notice being served in the last hour of the employee's shift. A hold-over shall be paid at a rate of one and one-half (1-1/2) times the employee's hourly rate of pay, provided that any holdover will result in no less than thirty (30) minutes of additional time. Hold-overs greater than thirty (30) minutes shall round up to the nearest quarter (1/4) hour.

B) **Mandatory Overtime:**

Suppression mandatory overtime will be filled only by suppression employees (i.e., Fire Fighter, Lieutenant, Captain), in accordance with the procedures set forth herein.

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) days off.

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 (2) 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) or Paramedic, 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 may 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.

C) Except where a holdover is necessary to deal with an ongoing emergency, no employee shall work more than seventy-two (72) consecutive hours without a full twenty-four (24) consecutive hours off before returning to work.

#### **Section 5 - Compensatory Time :**

Employees may, in lieu of overtime payment, opt out to be paid for such time in a compensatory time the same amount.

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.

#### **Section 6 - 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 fourteen (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) All compensatory time for 40-hour employees shall be limited to a seventy-two (72) hours accrual bank.

All compensatory time for 56-hour employees shall be limited to a one hundred and twenty (120) hours accrual bank.

The employee shall strive to prevent the accumulation of comp time above this figure. If the employee is at or near the established limit, and earning more comp time is unavoidable, any time earned past the established limit 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.

8) Included with the last pay day of June each year compensatory time off banks shall be cashed out at the individuals employee's then current rate of pay. This payout shall be included in the Final Average Calculation for pension purposes and MERP.

#### **Section 7 - 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.

#### **Section 8 – Lateral Entry**

The Lateral Entry process applies only to the hiring of certified firefighters who are also licensed and actively practicing as Firefighter/Paramedic in a full-time capacity for a municipality or multi-district fire/EMS agency.

The Fire Chief shall determine the pay rate for newly hired Firefighter/Paramedic up to the 36-month step of the Firefighter/Paramedic pay scale. Candidates may receive 100% consideration of time served in previous employment, provided their role and responsibilities are comparable to those of a TCFD firefighter. The candidate must not have had a break in service as a Firefighter/Paramedic of more than one hundred and eighty (180) days prior to the candidate's conditional job offer. Work experience is vetted by the Fire Chief, or designee and the final offer of employment shall be approved by the City Manager.

The Lateral Entry process is for the purposes only of placement on the wage scale. Actual work experience in another fire and/or EMS Agency will not be considered for promotional eligibility requirements. Longevity pay will be calculated in the same manner as all Firefighters. Similarly, no credit shall be given to complete years of service in other agencies for any other benefits. Entry-level Firefighter/Paramedics placed in a higher step of the pay schedule as per the Lateral Entry process must also complete the required new hire probationary period.

## **ARTICLE 13**

### **TRADE TIME**

An agreement may be made between two bargaining unit members to swap an equal amount of scheduled time for two future dates. The proposed trade time swap must be first submitted to the Fire Chief or his designee for approval, prior to the trade of time being fulfilled by either member. The chief/designee shall respond to the proposed trade time swap within three (3) business days (Monday-Friday, excluding holidays) from its submission to the Chief/designee. If denied, the Chief/designee shall provide a written reason for its denial; trade time shall not be unreasonably denied.

The trade of time back-and-forth between the two employees must be completed in no more than three (3) months (i.e., three (3) months maximum span of time between the date of the first part of trade and date of the second part of trade).

Trade time agreements between two employees within the same job classification eliminate the possibility of scheduling conflicts. Trade time requests of employees of differing job classifications may be rejected due to the complications that may arise from the approval of the agreement. In most cases, EMT-Basics shall seek trade agreements with other EMT-Basics, and employees in the rank of officer shall seek other officers.

The Trade Time shall be indicated on the daily schedule and on the employee's timesheet.

Trade time agreements are strictly voluntary between employees, and employees entering trade time agreements assume the risk of the other employee not fulfilling the agreement. The City shall incur no liability for any trade time agreements that are not fulfilled by employees. FLSA regulations pertaining to trade time shall apply.

## **ARTICLE 14 HOLIDAYS**

The following holidays are recognized by the City:

NEW YEAR'S DAY	LABOR DAY
PRESIDENT'S DAY	THANKSGIVING DAY
MARTIN LUTHER KING DAY	DAY AFTER THANKSGIVING
GOOD FRIDAY	CHRISTMAS DAY
MEMORIAL DAY	CHRISTMAS EVE DAY
JULY 4 <sup>TH</sup>	NEW YEAR'S EVE 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 unpaid leave or layoff at the time a holiday occurs will not be paid for that holiday.

If the holiday falls on Saturday, the preceding Friday will be observed as the holiday. If the holiday falls on Sunday, the following Monday will be observed as the holiday. For forty (40) hours / week employees receive eight (8) hours of holiday pay for each observed day. Holidays begin upon the date of hire. Holiday deferrals are permitted, provided the deferred holiday is taken within the same week.

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

## **ARTICLE 15 INSURANCE**

Fringe benefits, including insurance, retirement, and paid time off, shall commence on the first day of the month following ninety (90) calendar days of full-time employment. Hospitalization Insurance Coverage shall be an exception to this provision. A newly hired employee shall be eligible for Hospitalization Insurance Coverage on the first day of the month following the employee's date of hire.

### **Section 1 - Medical Insurance:**

The employer shall provide health benefits equivalent to the current plans High-Deductible Health Savings Account HMO 100% Hospital Plan and HMO 100% High 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 Human Resources within thirty (30) days of qualifying event. 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.

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.

### **Section 2 – Insurance Premiums**

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.

### **Section 3 – Insurance Committee**

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 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.



#### **Section 4 – Health Savings Account**

In July of 2026, employees enrolled in the High-Deductible Health Plan shall receive the full cost of the plan's deductible amount paid into the individual employee's health savings accounts by the Employer. Employees shall reimburse the employer their cost share through payroll deduction twenty percent (20%) of the deposited amount. For future Plan Years beginning July of 2027, the Employer will deposit on a pro-rated quarterly basis the cost of the plan's deductible amount paid into the individual employee's health savings accounts. Employees shall continue to reimburse the Employer the employee cost share through payroll deduction twenty percent (20%) of the deposited amount.

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. Employees shall be responsible for the remainder of the deductible. Employees separating from employment within the plan year shall receive a pro-rated payment into their health savings account for those months enrolled in the plan as an active employee.

#### **Section 5 – Medical Insurance Opt-Out Option**

The Employer agrees to compensate employees who have other health insurance coverage, three thousand six hundred dollars (\$3,600.00) per year pro-rated at three hundred dollars (\$300.00) 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 and provide proof of other medical insurance coverage.

#### **Section 6 – IAFF Medical Expense Reimbursement Plan**

For Employees hired after July 1, 2009 and who retire after July 1, 2025 ("Defined Class"), the City of Traverse City and employee will participate in the IAFF Medical Expense Reimbursement Plan (hereafter, the "MERP") of the WSCFF Employee Benefit Trust (hereafter, the "Trust") for retirement healthcare costs. This benefit replaces previous retirement compensation benefits paid to MERS Retiree Health Savings and Deferred Compensation (457b) accounts for those who are in the "Defined Class".

Contributions. The Employer shall deduct a mandatory employee contribution of 2.5% of eligible wages during each payroll on a pre-tax basis from the pay of every employee in the Defined Class. The Employer shall make a mandatory contribution of 4% of eligible wages per employee from each payroll on a pre-tax basis for every employee in the Defined Class. The Employer shall remit the contributions referenced in this Section to the Trust within thirty (30) calendar days of the date that the payment would have been payable to the employee. No employee in the Defined Class shall be permitted to opt-out of the mandatory contributions or receive any portion of the contribution in cash. Contributions shall be made bi-weekly and reported on the employee's payroll statement.

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

MERS Transfer: As soon as administratively feasible after ratification of the current collective bargaining agreement, employees in the "Defined Class" shall transfer the balance of the Employee's MERS Health Care Savings Plan account to the fund in accordance with the rules set by the Board of Trustees of the Trust.

*For historical purposes: this benefit was a substitution for a total of 4% of compensation paid by the employer to MERS and the employee's Deferred Compensation (457b) account*

#### **Section 7- 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 8- 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 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 9- Retiree Hospitalization For Employees Hired On or Before June 30, 2009, and Retiring Between July 1, 2009 and July 1, 2021:**

Employees hired on or before June 30, 2009 and who retire after July 1, 2009, but before July 1, 2021, 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 9, with the same stipulations set forth in A) through J) of Section 8 - *Retiree Hospitalization After July 1, 1994, but before June 30, 2009*.

**Section 9A – Retiree Hospitalization for Employees Hired On or Before June 30, 2009, and Retiring After July 1, 2021:**

Effective for any employee who was hired before 7/1/09 and who retires on or after July 1, 2021, the City will provide the same health insurance and cost sharing toward retiree medical insurance coverage as provided to current employees, subject to the following:

1. The employee must have at least 10 years of service with the City, and,
2. The employee must retire under the retirement system (Act 345), and
3. The employee must be receiving an Act 345 pension (normal or disability retirement, excludes deferred retirement).

This health insurance cost sharing will continue for the life of the retiring employee and the spouse, provided that such health insurance cost sharing will terminate for the spouse in the event of a divorce or remarriage of the surviving spouse, and provided further that upon reaching age 65/Medicare, the City will pay the full cost of the Blue Care Network Medicare Advantage plan or equivalent for retiree/spouse. Additional eligible dependents may participate in the City's group insurance plan with any additional premium cost to be borne by the retiree.

Effective for any new employee hired after July 1, 2009, there will be no Retiree Health Insurance coverage.

**Section 10- 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. See Section 6. IAFF Medical Expense Reimbursement Plan.

**Section 11- 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 12- Dental Insurance:**

The City shall totally finance the costs of a Dental Plan providing 50% of the charges for diagnostic services, prevention services, palliative treatment, restorative, endodontic, periodontics services, oral surgery, repairs, adjustment and relining of dentures and bridges, at no deductible.

The 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 \$1000 per person total per contract year on all services except orthodontics. The maximum payment is \$1000 per person in 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. Should the employee choose the Buy-Up option, the difference in the premium shall be borne by the employee through payroll deduction.

### **Section 13- 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 15<sup>th</sup> 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 15<sup>th</sup> day of August. If employee's premium is not received by the 15<sup>th</sup> 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 31<sup>st</sup>).] 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.

### **Section 14 - Vision:**

The City shall make available vision insurance coverage for employees who wish to purchase the coverage. The City pays 0% of the insurance premium. There shall be an Insurance Committee consisting of equal representation by the City and the Association. This committee shall examine the Employer's vision insurance program including, but not limited to, alternative providers, benefit levels, and premiums and shall make recommendations to the City Manager regarding the same.

## ARTICLE 16 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:

Annual Leave After	Annual Hours Accrued	Hours Accrued Per Pay Period
One (1) year of service	Three (3) 24-Hour Shift Days	2.77 hours per pay period beginning the first year of service
Two (2) years of service	Six (6) 24-Hour Shift Days	5.54 hours per pay period beginning the second year of service
Eight (8) years of service	Nine (9) 24-Hour Shift Days	8.31 hours per pay period beginning the eighth year of service
Twelve (12) years of service	Ten and One-Half (10.5) 24-hour Shift Days	9.69 hours per pay period beginning the twelfth year of service
Seventeen (17) years of service	Twelve (12) 24-Hour Shift Days	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:

Annual Leave After	Annual Hours Accrued	Hours Accrued Per Pay Period
One (1) year of service	Five (5) 8-Hour Shift Days	1.54 hours per pay period beginning the first year of service
Two (2) years of service	Ten (10) 8-Hour Shift Days	3.08 hours per pay period beginning the second year of service
Eight (8) years of service	Fifteen (15) 8-Hour Shift Days	4.62 hours per pay period beginning the eighth year of service
Twelve (12) years of service	Seventeen and One-Half (17.5) 8-hour Shift Days	5.38 hours per pay period beginning the twelfth year of service
Seventeen (17) years of service	Twenty (20) 8-Hour Shift Days	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.

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.

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.

When an employee moved from the 24-hour schedule to the 8-hour schedule, or moves from the 8-hour schedule to the 24-hour schedule, any unused accrued vacation, short-term leave (STL), and additional short-term leave (ASTL) that the employee has will be converted as follows:

- a) If the employee is moving from 24-hour schedule to 8-hour schedule, his unused accrued time will be converted based on the following formula:

$$\text{Unused hours} \times .714 = \text{unused hours at start of new 8-hour schedule}$$

- b) If the employee is moving from 8-hour schedule to 24-hour schedule, his unused accrued time will be converted based on the following formula:

$$\text{Unused hours} \times 1.4 = \text{unused hours at start of new 24-hour schedule}$$

[NOTE: This conversion is based on the ratio between 2,080 hours/year for 8-hour versus 2,912 hours/year for 24-hour:

$$2,080 \times 1.4 = 2,912$$

$$2,912 \times .714 = 2,080]$$

### **Vacation Advance Selection**

Effective December 1, 2025, following the ratification of this Agreement, employees may select their paid vacation during the advance selection process set forth below. Employees may preschedule in a December and June process all or any portion of the unused vacation they currently have and vacation they will accrue during the upcoming calendar year:

- i. Once an employee's vacation time is set, it may not be cancelled by the City because of an absence of another employee.
- ii. The advance selection shall take place each year starting December 1 and ending no later than December 15. The December process will determine scheduling for the months of January 1 through June 30. The advance selection shall also take place between June 1 and June 15 to determine scheduling of July 1 through December 31.



- iii. Vacation selection shall be on the basis of Department seniority.
- iv. The employee with the highest seniority shall pick one vacation time slot and then the selection will go to the next employee on the seniority list, and so on.
- v. An employee may select up to a maximum of four (4) consecutive work shifts during each selection.
- vi. After any pick, the employee shall not pick again until everyone else has made a selection. Once everyone has made their first selection, then “Step iv” repeats, until all requests are made.
- vii. Vacation Schedule shall be posted by June 30 and December 31 of each year.
- viii. There will be no more than two 24-hour personnel off on vacation at any given time, provided that only one approved vacation bid may be for a suppression officer.
- ix. Any vacation time remaining that was not scheduled in accordance with the above process may be utilized subject to approval by the Fire Chief or his/her designee.
- x. Any vacation requests made outside of the advance selection process will not create overtime.
- xi. It is the member’s responsibility to ensure that vacation requests do not exceed (anticipated) accumulated credits.

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 events such as, special events, great conflagration, riot, flood, epidemic, Act(s) of Terrorism, and military service.

## **ARTICLE 17**

### **LEAVE OF ABSENCE**

Leave will be granted in accordance with the Family Medical Leave Act (FMLA). Employees who request leave under the Family Medical Leave Act (FMLA) will be required to utilize during such FMLA leave period any accrued vacation, short-term leave, compensatory time, and personal leave time available to them. The employee may select which type(s) of accrued paid time off will be utilized first and in what order. Such accrued leave shall be used to supplement any difference between an employee’s regular wage and any work comp and/or short-term disability payments, and/or unpaid leave of absence, and to cover the employee cost of premiums, 457 loans, and other payroll deductions. Total leave time, including FMLA and use of accrued banked time shall not exceed twelve (12) weeks.

### **Section 1 – Short Term Disability Insurance:**

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 (1<sup>st</sup>) day of an accident and the eighth (8<sup>th</sup>) 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.)

### **Section 2 – Short Term Leave**

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 his/her 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 his/her 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.

### **Section 3 – Additional Short Term Leave:**

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.

### **Section 4 - Military Leave of Absence:**

A full-time employee who enters active service of the Armed Forces of the United States or in the United States National Guard or Reserves, shall receive a leave of absence of the period of such duty, and seniority shall continue. An employee returning from military service shall be re-employed in accordance with the applicable Federal and State Statute and shall be entitled to any other benefit set forth in this Agreement provided that they satisfy the eligibility requirements established in this Agreement.

### **Section 5 - 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 FLSA 7(k) 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, or up to five (5) days, 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.

Spouse or significant other, or the death of a child, stepchild, grandchild, parent or stepparent of either the employee or the employee's spouse or significant other.

"Other members of immediate family" shall mean the guardian, brothers, stepbrothers, sisters, stepsisters, wards, in-laws of the current marriage, and grandparents of the employee.

"Significant other" means that a relationship exists between two people, neither of whom is married, that is intended to remain indefinitely and where there is joint responsibility for each other's common welfare, there are significant shared financial obligations, and there is a shared primary residence.

Payment will be made at the employee's normal rate of pay.

**Section 6 - Leave for Association Business:**

Association representatives elected by the Association members shall be permitted to take time off to attend Association related business.

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 for such time off must be prearranged with the Fire Chief in order to allow for adequate scheduling of employees. The Association shall endeavor to ensure that staffing requirements are met. Authorization for such leave will not cause payment of overtime.

**Section 7 – Unpaid 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 his/her 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, through notice to the City Human Resource Department of any change in his/her 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 8 - Snow Days:**

If an employee after good faith efforts is unable to report to work for his/her 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.

### **Section 9 - Jury Service**

Employees shall be paid at their straight-time hourly rate for any response to a summons from a court of jurisdiction to perform jury service. Such pay is subject to the following provisions:

- A. A written request for jury service leave must be accompanied by a copy of the official "Court Notice" to the affected employee.
- B. This request must be submitted within two (2) working days of receipt by the employee of the "Court Notice".
- C. The employee may opt to keep the Court's compensation for said service or remit same to the City, less any mileage or expense allowances, and thereby qualify for the straight-time hourly rate benefit herein.
- D. The City's payment is limited to a maximum of eight (8) hours to an employee scheduled to work on the date(s) jury service is required. The employee must report for work immediately following jury service.
- E. The City may require "proof of service" rendered from the Court.
- F. The City's obligation to pay an employee for performance of jury service under this Article is limited to a maximum of thirty (30) days in any calendar year, or unless otherwise granted by the City.

### **Section 10 – Reasonable Accommodations**

In accordance with applicable federal, state, and local laws, including the Pregnant Workers Fairness Act (PWFA) and the Michigan Elliott-Larsen Civil Rights Act, the City of Traverse City shall provide reasonable accommodations to employees who are pregnant, have pregnancy-related conditions, or have recently given birth.

Employees who require accommodation shall submit their request in writing to the Fire Chief or the Human Resources Department. In some cases, the City may require documentation from a healthcare provider to verify the need for an accommodation. Documentation shall be limited to what is necessary to support the request. Upon receiving a request, the City will engage in a timely and interactive process with

the employee to determine appropriate accommodations. This dialogue will consider the employee's specific needs, job requirements, the Fire Department's operational capabilities, and applicable provisions of collective bargaining agreements.

### **Section 11 - Long Term Disability**

Effective December 1, 2025, the City will pay the cost of providing non-occupational Long Term Disability Insurance coverage for all employees covered under this agreement, upon their eligibility for fringe benefits. The benefit schedule will provide:

- 1) 60% of basic monthly earnings to a maximum benefit amount of \$4,000.
- 2) Qualifying period for benefits: 6 months.

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

If any employee is disabled in the course of and arising out of his/her employment with the City of Traverse City and as such is eligible for work disability benefits under the Worker's Compensation Law of the State of Michigan, such employee shall be allowed salary payments which, with this compensation benefit, will equal his/her regular gross salary or wage.

The City shall pay the difference between the employee's regular gross wage and worker's compensation for the initial thirty (30) working days which the employee is actually receiving worker's compensation payments in the event the employee suffers a direct injury incurred in the course of responding to an emergency. In all other cases, if the employee chooses to supplement his worker's compensation benefits, the salary payments that are in addition to worker's compensation benefits shall be deducted from the employee's accrued short-term leave. Upon exhaustion of the short-term leave bank, employees may utilize their compensatory time bank, and then accrued vacation bank hours, in accordance with this section.

### **Light Duty Review:**

The Fire Chief and Human Resource Director will make the determination as to whether temporary light duty work is available in the Fire Department. Light duty assignments are subject to operational considerations, for employees who have an injury or medical condition resulting in temporary work limitations or restrictions. A light duty assignment allows the employee to work, while providing the Department with a productive employee during the temporary period. The Fire Chief and Human

Resource Director will review a certification from the employee's treating medical professional containing:

- a) An assessment of the nature and probable duration of the illness or injury.
- b) The prognosis for recovery
- c) The general nature and scope of limitations and/or work restrictions
- d) A statement regarding any required workplace accommodations, mobility aids or medical devices.

Once the Fire Chief and Human Resource Director have developed a specific proposed light duty assignment, a full description of same shall be provided to the employee's treating medical professional, who will then evaluate whether the employee can safely perform the proposed light duty assignment.

Light duty assignments are subject to continuous reassessment, with consideration given to operational needs and employee's ability to perform in a light duty assignment. The Fire Chief will determine if there is an appropriate level of, and amount of work to continue the review process. Decisions regarding temporary light duty assignments will be made based upon the employee's knowledge, skills and abilities; the availability of temporary light duty assignments; the physical limitations of the employee; and the needs of the Department.

Written notification of assignments, work schedules and any restrictions should be provided to employees assigned to temporary light duty assignments and the Association. Those assignments and schedules may be adjusted to accommodate department operations and the employee's medical appointment.

No employee shall be required to perform light duty work that is inconsistent with his/her limitations as determined by his/her treating medical professional. It is also understood that the employee, upon returning to a light duty assignment work, may find the work too difficult to perform due to his/her condition or aggravating his/her condition. Upon the employee's providing to the Fire Chief a statement from his/her treating medical professional stating that the light duty work is not appropriate to the employee's medical condition, the employee will be immediately returned to medical leave or worker's compensation leave.

The responsibilities of employees assigned to temporary light duty shall include, but are not limited to:

- a) Communicating and coordinating any required medical and physical therapy appointments in advance with the Fire Chief.
- b) Promptly notifying the Fire Chief of any change in restrictions or limitations after each appointment with their treating medical professionals.
- c) Communicating a status update to the Fire Chief no less than once every thirty (30) days while assigned to temporary light duty.
- d) Submitting a written status report to the Fire Chief that contains a status update and anticipated date of return to full duty when a temporary light duty assignment extends beyond sixty (60) days.

Twenty-four (24) hour shift employees approved for light duty will be transferred to an 8-hour/day, forty (40) hour work week with two consecutive days off each week, and with no loss of pay or benefits. In no event shall a light-duty employee's work schedule interfere with his/her medical treatment needs.

Prior to returning to full-duty status, employees shall be required to provide certification from their treating medical professionals stating that they are medically cleared to perform the essential functions of their jobs without restrictions or limitations.

## **ARTICLE 19**

### **TERMINATION OF EMPLOYMENT**

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

At least two (2) weeks written notice of termination of employment, or pay in lieu thereof, shall be given to an employee who is terminated by the City, except for circumstances where there is just cause for immediate termination.

## **ARTICLE 20**

### **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 most recent 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 twelve (12) month probationary period, during which time the employee may be disciplined or discharged without further recourse. Prior to the expiration of the probationary period, the Fire Chief and HR Director shall meet to evaluate the performance of the new employee. After such evaluation, the Fire Chief may extend the probationary period for not more than sixty (60) additional calendar days. After successfully completing probation, the employee shall be given regular status in the department.

**ARTICLE 21****LAYOFFS/RECALLS**

In the event there are layoffs, the layoff shall be based on inverse seniority with the Traverse City 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.

At least two (2) week written notice of layoff shall be given to employees. An employee recalled from layoff shall be given at least two (2) weeks' written notice of the date he/she is expected to return to work.

No benefits shall accrue during any period of layoff. Any benefits that fall under COBRA provisions shall cease during such period of layoff unless the employee pays the full costs associated with maintaining group coverage.

**ARTICLE 22****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 workdays 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 workday. Employees are encouraged to schedule an unpaid lunch time for a minimum of 30 minutes during each day worked. With the Fire Chief's approval, employees who forgo their lunch break may adjust their end-of-shift time accordingly. 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 his/her 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.

**Daylight Savings Clause:** During the start and end of Daylight Savings Time, employees working 24-hour shifts will be compensated as follows:

- For the Spring transition (23 hours worked), employees will receive 24 hours of pay.
- For the Fall transition (25 hours worked), employees will be compensated for the extra hour at their standard hourly rate.

## **ARTICLE 23**

### **UNIFORMS**

#### **Section 1 - Turnout Gear:**

The City shall furnish all turnout gear.

#### **Section 2 – Basic Issue uniform Items for New Hires:**

Upon hire, new employees will be provided with the following items by the City, the cost of which shall not be deducted from the annual uniform allowance referenced in Section 4 below:

- (2) Class B Station Shirts
- (1) Package of 2 Moisture Wicking Tee Shirts
- (2) Company Pant with Cargo
- (1) Flexfit Cap with Logo
- (1) Belt
- (1) Pair of Gloves

#### **Section 3 - Dress Uniforms for New Hires:**

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 4 - Work Uniforms:**

The City shall provide up to a maximum of \$600 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 \$600 shall be paid entirely by the employee. The approved pre-established list shall, at a minimum, include the following:

- |                             |                       |
|-----------------------------|-----------------------|
| Class B Station Shirts      | Belt                  |
| Moisture Wicking Tee Shirts | Gloves                |
| Company Pants with Cargo    | Duty Outerwear Jacket |
| Flexfit Cap with Logo       | Boots                 |

## **ARTICLE 24**

### **RESIDENCY**

Employees must live within a radius of thirty (30) miles of the City limits as measured from the nearest City limit. New Hires have one (1) year from the date of hire to attain such residence. Failure to comply with this provision shall be a reason for termination with no recourse by the employee. Any change of address shall be reported within seven (7) calendar days to the Office of Human Resources.

A residency stipend equivalent to 6% of the top-step Firefighter/Paramedic base wage will be provided to all full-time employees who reside within the Traverse City limits. The stipend will be paid through bi-weekly payroll as long as the employee maintains residency within the City.

This stipend shall be excluded from the Final Average Calculation for pension purposes, as well as from MERP.

Employees are responsible for notifying Human Resources within seven (7) calendar days if they move outside the City limits. Failure to provide timely notification shall result in deduction of the overpayment.

In order to qualify for the residency stipend, the employee must meet the following residency requirements: Establish and occupy a dwelling within the City limits; and maintain this dwelling as their primary residence at which they eat their meals, receive their mail, sleep, maintain their voter registration, driver's license address, tax address, and in all manners maintained as a full-time residence.

## **ARTICLE 25**

### **PENSION SYSTEM**

#### **Section 1 - General**

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 his/her 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 – Plan Details**

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 of ten (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, employees hired prior to July 1, 2009, the pension multiplier shall be 2.8% of the FAC times the first twenty-five (25) years of service. Each employee shall make an employee contribution of 4.53%.

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.

Effective July 1, 2026, employees hired after July 1, 2009 shall make a retirement contribution of 1% of gross salary through payroll deduction. Effective July 1, 2027, employees hired after July 1, 2009, shall make a retirement contribution of 1.5% of gross salary through payroll deduction. Effective July 1, 2028, employees hired after July 1, 2009, shall make a retirement contribution of 2% of gross salary through payroll deduction. (These contribution levels shall be non-cumulative.)

The pension COLA post-retirement adjustment will not apply to employees hired on or after July 1, 2022.

## **Section 3 – Plan Modifications**

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 26**

### **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 27**

### **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 28**

### **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 29**

### **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 -Program Information:**

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.



## **ARTICLE 30**

### **EMPLOYEE ASSISTANCE PROGRAM**

#### **Section 1 - General:**

The City shall provide an Employee Assistance Program. 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 City. Costs incurred for other services not covered by insurance or other benefits are the responsibility of the employee.

Participation in the EAP is not a substitute for corrective discipline, nor will it protect an employee from disciplinary action.

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 dealt 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 of Department Policy # 1.39 dated 12/21/2016. 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 City 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 City or the Association 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 and Testing Procedures can be found within the department's internal policies and procedures.

## **ARTICLE 31 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 an electronic scan of the signed agreement shall be distributed by the City to the Association.

### **Section 3 - Duration:**

This Agreement shall be effective the 1st day of July 2025, and shall remain in force and effect to and including the 30th day of June 2029.

**Section 4 - Future Negotiations:**

The parties agree that, commencing not later than November 1, 2028, 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 written agreement between the City and Association.

**Section 7 – Non-Discrimination:**

The parties agree not to discriminate against an employee or candidate 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.

## **Section 12 – Notices**

Any notice which either party may, or is required to provide, may be served personally by hand delivery, or sent by first class mail, postage pre-paid, or via electronic mail to include “read receipt request” to the other party. Application of this Section includes the grievance process.

## **ARTICLE 32 PARAMEDIC LICENSE**

New employees hired into the Fire Department after July 1, 2022 shall have no less than an EMT-B with Firefighter I and Firefighter II or equivalent certification. Such new hires, as a condition of employment and continued employment, shall take the necessary training, within thirty-six (36) months from date of hire, to obtain their Paramedic license. However, the thirty-six (36) month period shall be extended for the length of time that a paramedic licensing program (classroom and clinical training) within an hour’s drive of Traverse City is not available for the employee to enroll into the program. The 36-month period shall also be extended due to Military leave, including National Guard duty.

During the thirty-six (36) month period of training or until the employee secures his/her Paramedic license, whichever occurs first, the employee shall be considered a probationary employee. Should such employee not secure the Paramedic license within the thirty-six (36) month period described above, his/her employment shall terminate without recourse to the Grievance Procedure contained herein.

## **ARTICLE 33 DEPARTMENT ASSIGNMENTS**

### **Section 1: Fire Apparatus Operator (FAO)**

Fire Apparatus Operator (FAO) is a title designated to the most senior Firefighter on each crew. Each of the three suppression crews shall have no more than one (1) Firefighter with the designated titled Fire Apparatus Operator. This title does not provide any additional compensation and is meant to ensure proper daily assignment of senior Firefighters.

FAO's shall meet all training requirements set forth in policies and procedures, and under the direction of the Fire Marshal's office, shall conduct fire inspection activities (such as school visits, pre-incident surveys, public education, vacation home rental inspections, and fire code compliance inspections). These fire code compliance inspections shall be for identifying safety issues which do not require certification to conduct the inspection. FAOs shall also participate on the apparatus committee as an obligation of the designated title. For shift assignment purposes, FAOs shall have an exclusive shift assignment as a designated fire apparatus operator for all regular scheduled shifts. For temporary absences of the crew FAO, there shall be no requirement to fill these vacancies with another FAO.

For all other daily assignments for fire suppression apparatus, these assignments shall be limited to employees with a minimum of three (3) years of service on the Traverse City Fire Department, or (1) an equivalent amount of service as a full-time firefighter in another municipal fire department, except in exigent circumstances, or (2) if the employee has successfully completed the apparatus training protocol established by the Fire Chief. Fire Department members with less than three (3) years of service shall be permitted to operate fire suppression apparatus for training purposes only when under direct supervision of their suppression crew officers, or as necessary to provide an emergency response when a lack of trained personnel are on duty.

FAO and Acting Officer may be designated titles given to the same member of the fire department when applicable. FAO is solely based on years of service while Acting Officer is determined set forth in Article 11.

"Fire apparatus" shall not include Fire Department rescue/ambulance, cars, vans, or pick-up trucks.

## **ARTICLE 34**

### **MENTORSHIP**

Firefighters assigned to the duties of leading probationary employees through the mentor-guided training program during the first six (6) month probation period (unless extended by the Fire Chief) shall be designated as a primary mentor. During this training period, primary mentors or an alternate mentor shall accrue two (2) hours of compensatory time for every twenty-four (24) hour shift that mentoring duties are fulfilled. No compensatory time shall be granted for partial

shifts. An alternate mentor shall only receive compensatory time in the absence of the primary mentor.

Primary mentors must have a minimum of two (2) years of service in the Traverse City Fire Department prior to being eligible. At no time shall probationary members be assigned mentoring duties. Primary mentor selection opportunities shall be based on volunteers selected by the Captain and Lieutenant assigned to the crew with the probationary employee, with an expectation that the role shall be rotated. Eligible employees shall not be denied an opportunity to serve as a mentor for arbitrary or capricious reasons. Employees may reject mentor opportunities without recourse.

## **ARTICLE 35 SPECIALTY TEAMS**

Employees interested in participating on the Bay Area Technical Rescue Team and/or the Regional Hazardous Materials Response Team can submit a written letter to the Fire Chief stating the team or teams in which they wish to participate. The Chief will evaluate the competency and ability of each candidate and determine which candidate (s) will be selected to obtain the certifications required for participation on the team(s). Each employee who is certified and actively participates on the team(s) shall receive an annual stipend of Four Hundred Dollars (\$400) for each team.

This stipend will not be rolled into base compensation and will not be FAC eligible; payment will be paid annually provided the employee, during the previous twelve (12) consecutive months, was an active participant on the team(s) and attended a majority of the training exercises for the team(s).

An employee who deems themselves eligible for the payment of the stipend shall provide written notification to the Fire Chief. The Chief or designee will review supporting records to determine eligibility. If determined eligible, payment will be made the first full payroll period thereafter.

The following limitations apply:

- A. There will be no more than ten (10) employees on each team. This is not a guarantee of team size.
- B. An employee can be on both teams and receive the \$400 stipend for each team.

- C. In any given fiscal year (July 1 – June 30), the City is not obligated to provide training for team eligibility to more than ten (10) employees for each team.

## **ARTICLE 36**

### **CONDITIONS OF EMPLOYMENT IMPACT ISSUES**

No later than ninety (90) calendar days prior to the implementation of the Traverse City Fire Department becoming the primary ALS transport agency within the City, the City and Union shall meet and negotiate about mandatory subjects of bargaining affecting conditions of employment which are directly related to the implementation of ALS transport. Any economic improvement which is agreed upon by the City and Union shall be retroactive to the first day of the implementation of ALS transport. The focus of this requirement is to give advance notification of a need to bargain over the following subjects: wages for any new classification that the City has created, the time limit for new hires to obtain paramedic licensing, and paramedic transport incentive pay.

## **ARTICLE 37**

### **EDUCATIONAL REIMBURSEMENT**

Effective January 1, 2026, employees who receive a prior written approval for educational courses directly related to the employee's current job or deemed to improve job skills relative to potential advancement opportunities available within the City may receive tuition reimbursement for the Employer in accordance with City policies. This is a non-taxable reimbursement and not applicable in any other fringe benefit calculations.

## **ARTICLE 38**

### **OFF DUTY EMPLOYMENT**

Employees are required to disclose to the Fire Chief, upon request, any current secondary employment in which they are engaged. Secondary employment must be in accordance with the following:



- a) The secondary employment must not interfere with the employee's performance or ability to meet requirements of the employee's employment with the City of Traverse City;
- b) The secondary employment must not be incompatible with or create, directly or indirectly, a conflict of interest with their City employment, or conflict with their efficiency as a City employee;
- c) The secondary employment must not interfere with performance of the employee's duties or decisions.

If the Chief determines that the secondary employment is not in accord with the above provisions, the Chief will so notify the employee and the Association.

If the matter cannot be resolved by the parties, then the parties agree to submit the matter to a State Mediator for a recommendation to the parties; the parties agree to be bound by the State Mediator's recommendation.

In addition, employees shall not solicit or conduct any business for the secondary employer during work time for the City, nor utilize City resources such as equipment, tools, or confidential information in performing services for the secondary employer; violations will subject the employee to disciplinary action.

**This Agreement was negotiated by the following listed representatives:**

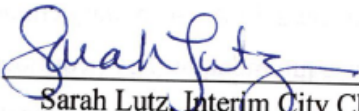
Local 646  
Eric Moravcik  
Jacob Steichen

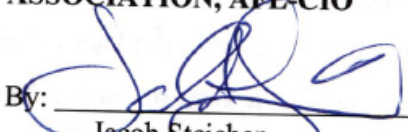
City of Traverse City  
Benjamin Marentette  
Kristine Bosley  
Steven Schwartz


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

**CITY OF TRAVERSE CITY**

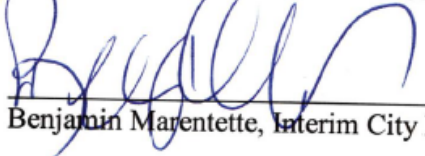
**LOCAL NO. 646 OF THE  
INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS, also known as  
TRAVERSE CITY FIREFIGHTERS  
ASSOCIATION, AFL-CIO**

By:   
Sarah Lutz, Interim City Clerk

By:   
Jacob Steichen  
President, Local 646

By:   
Amy Shamroe, Mayor

APPROVED AS TO SUBSTANCE:

  
Benjamin Marentette, Interim City Manager

Date: 12/15/2025

## **SCHEDULE “A” HOURLY RATE ATTACHMENT**

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

Effective July 1, 2026, the annual salary increase will be 4.0%

Effective July 1, 2027, the annual salary increase will be 3.0%

Effective July 1, 2028, the annual salary increase will be 3.0%

New Wage Schedule “A” annexed hereto. Pay increases to commence on the first day of a pay period which falls closest in time to the date scheduled for the increase.

\*\*\*\*\*

### **ANNUAL EDUCATION STIPEND**

An annual stipend shall be paid the first payroll date in July and/or a pro-rated amount when the employee first successful completion of the following:

1. \$1,000: National Fire Academy - Managing Officer Certification or Eastern Michigan University Staff and Command.

2. \$1,000: Bachelor’s degree is from an accredited College or University in Fire Science, Business or Public Administration, Management, or any other related field of study, or \$2,000: Master’s Degree is from an accredited College or University in Fire Science, Business or Public Administration, Management, or any other related field of study. Only the highest-level degree achieved shall be paid.

The annual lump sum shall be excluded from the Final Average Calculation for pension purposes, as well as from MERP.

7/1/2025	Start	6 Months	12 Months	24 Months	36 Months	
Stipends for Paramedic Certifications, Meal Allowance, Fitness, 457 Employer Contributions, & Cell Phone, have been rolled into the base wages and removed from CBA language. A 10% increase between classifications and 3.5% in between each step.						
<b>FireFighter/EMT</b>	\$20.2295	\$20.9375	\$21.6703	\$22.4288	\$23.2138	
<i>Annualized (2912 hrs)</i>	\$58,908.3040	\$60,970.0946	\$63,104.0480	\$65,312.6896	\$67,598.6338	
	Start	6 Months	12 Months	24 Months	36 Months	48 Months
<b>FF/PARAMEDIC</b>	\$22.2525	\$23.0313	\$23.8374	\$24.6717	\$25.5352	\$26.4289
<i>Annualized (2912 hrs)</i>	\$64,799.1344	\$67,067.1041	\$69,414.4527	\$71,843.9586	\$74,358.4971	\$76,961.0445
<b>F-2 Lieutenant</b>	\$29.0718					
<i>Annualized (2912 hrs)</i>	\$84,657.1490					
<b>F-2 Captain</b>	\$31.9790					
<i>Annualized (2912 hrs)</i>	\$93,122.8639					
<b>Fire Inspector</b>	\$40.7006					
<i>Annualized (2080 hrs)</i>	\$84,657.1490					
<b>F-2 Training Officer</b>	\$44.7706					
<i>Annualized (2080 hrs)</i>	\$93,122.8639					
<b>Fire Marshall (8hr Rate)</b>	\$49.2477					
	\$102,435.1503					

7/1/2026	4%	Start	6 Months	12 Months	24 Months	36 Months	
Stipends for Paramedic Certifications, Meal Allowance, Fitness, 457 Employer Contributions, & Cell Phone, have been rolled into the base wages and removed from CBA language. A 10% increase between classifications and 3.5% in between each step.							
<b>FireFighter/EMT</b>	\$21.0387	\$21.7750	\$22.5372	\$23.3260	\$24.1424		
<i>Annualized (2912 hrs)</i>	\$61,264.6362	\$63,408.8984	\$65,628.2099	\$67,925.1972	\$70,302.5791		
	Start	6 Months	12 Months	24 Months	36 Months	48 Months	
<b>FF/PARAMEDIC</b>	\$23.1425	\$23.9525	\$24.7909	\$25.6586	\$26.5566	\$27.4861	
<i>Annualized (2912 hrs)</i>	\$67,391.0998	\$69,749.7883	\$72,191.0309	\$74,717.7169	\$77,332.8370	\$80,039.4863	
<b>F-2 Lieutenant</b>	\$30.2347						
<i>Annualized (2912 hrs)</i>	\$88,043.4350						
<b>F-2 Captain</b>	\$33.2582						
<i>Annualized (2912 hrs)</i>	\$96,847.7785						
<b>Fire Inspector</b>	\$42.3286						
<i>Annualized (2080 hrs)</i>	\$88,043.4350						
<b>F-2 Training Officer</b>	\$46.5614						
<i>Annualized (2080 hrs)</i>	\$96,847.7785						
<b>Fire Marshall (8hr Rate)</b>	\$51.2176						
	\$106,532.5563						

7/1/2027	3%	Start	6 Months	12 Months	24 Months	36 Months	
Stipends for Paramedic Certifications, Meal Allowance, Fitness, 457 Employer Contributions, & Cell Phone, have been rolled into the base wages and removed from CBA language. A 10% increase between classifications and 3.5% in between each step.							
<b>FireFighter/EMT</b>		\$21.6699	\$22.4283	\$23.2133	\$24.0258	\$24.8667	
<i>Annualized (2912 hrs)</i>		\$63,102.6352	\$65,311.2275	\$67,597.1204	\$69,963.0196	\$72,411.7253	
		Start	6 Months	12 Months	24 Months	36 Months	48 Months
<b>FF/PARAMEDIC</b>		\$23.8368	\$24.6711	\$25.5346	\$26.4283	\$27.3533	\$28.3107
<i>Annualized (2912 hrs)</i>		\$69,412.8988	\$71,842.3502	\$74,356.8325	\$76,959.3216	\$79,652.8979	\$82,440.7493
<b>F-2 Lieutenant</b>			\$31.1418				
<i>Annualized (2912 hrs)</i>			\$90,684.8242				
<b>F-2 Captain</b>			\$34.2559				
<i>Annualized (2912 hrs)</i>			\$99,753.3066				
<b>Fire Inspector</b>			\$43.5985				
<i>Annualized (2080 hrs)</i>			\$90,684.8242				
<b>F-2 Training Officer</b>			\$47.9583				
<i>Annualized (2080 hrs)</i>			\$99,753.3066				
<b>Fire Marshall (8hr Rate)</b>			\$52.7542				
			\$109,728.6373				

7/1/2028	3%	Start	6 Months	12 Months	24 Months	36 Months	
Stipends for Paramedic Certifications, Meal Allowance, Fitness, 457 Employer Contributions, & Cell Phone, have been rolled into the base wages and removed from CBA language. A 10% increase between classifications and 3.5% in between each step.							
<b>FireFighter/EMT</b>		\$22.3200	\$23.1012	\$23.9097	\$24.7465	\$25.6127	
<i>Annualized (2912 hrs)</i>		\$64,995.7143	\$67,270.5643	\$69,625.0340	\$72,061.9102	\$74,584.0771	
		Start	6 Months	12 Months	24 Months	36 Months	48 Months
<b>FF/PARAMEDIC</b>		\$24.5520	\$25.4113	\$26.3007	\$27.2212	\$28.1739	\$29.1600
<i>Annualized (2912 hrs)</i>		\$71,495.2857	\$73,997.6207	\$76,587.5374	\$79,268.1013	\$82,042.4848	\$84,913.9718
<b>F-2 Lieutenant</b>			\$32.0760				
<i>Annualized (2912 hrs)</i>			\$93,405.3689				
<b>F-2 Captain</b>			\$35.2836				
<i>Annualized (2912 hrs)</i>			\$102,745.9058				
<b>Fire Inspector</b>			\$44.9064				
<i>Annualized (2080 hrs)</i>			\$93,405.3689				
<b>F-2 Training Officer</b>			\$49.3971				
<i>Annualized (2080 hrs)</i>			\$102,745.9058				
<b>Fire Marshall (8hr Rate)</b>			\$54.3368				
			\$113,020.4964				

## SCHEDULE "B" GRIEVANCE FORM

Name of Employer: City of Traverse City

Name of Association : Local No 646 IAFF

**Statement of Grievance:** List what happened, where, when, why to the extent known. Also, list all articles and sections of the collective bargaining agreement perceived to be violated. (Attach additional pages if needed).

---

### Adjustment or Remedy Requested:

X

X

Signature of Grievant

Signature of Association Representative

\_\_\_\_\_  
Date

Date of Step 1 Meeting: \_\_\_\_\_

Date of Step 1 Response: \_\_\_\_\_

Disposition: \_\_\_\_\_

Step 2 Received By: \_\_\_\_\_ Date: \_\_\_\_\_

Date of Step 2 Meeting: \_\_\_\_\_

Date of Step 2 Response: \_\_\_\_\_

Disposition: \_\_\_\_\_

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