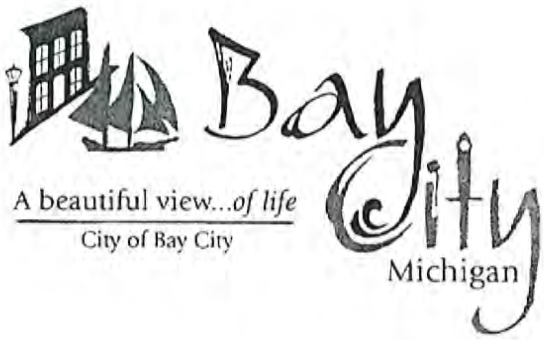


COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CITY OF BAY CITY, MICHIGAN

A MICHIGAN MUNICIPAL CORPORATION

AND

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL #116

JULY 1, 2013 - DECEMBER 31, 2017

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL #116
COLLECTIVE BARGAINING AGREEMENT
JULY 1, 2013 – DECEMBER 31, 2017

	Page
Article 1 - Principles/Policies/Purpose	4
Section 1:1 - Recognition	4
Section 1:2 - Definitions	4
Section 1:3 - Membership	4
Section 1:4 - Dues Deduction	5
Section 1:5 - Union Activities	6
Section 1:6 - Aid to Other Unions	6
Section 1:7 - Management Rights	6
Section 1:8 - Continuation of Working Conditions	6
Section 1:9 - Changes in Wages/Hours/Terms and Conditions of Employment	6
Section 1:10 - Union/City Meetings	7
Section 1:11 - Written Orders	7
Section 1:12 - Agreement Copies	7
Article 2 - Hours of Work	7
Section 2:1 - Present Work Schedule	7
Section 2:2 - Trading of Time by Employees	8
Article 3 - Salaries and Wages	8
Section 3:1 - Salaries and Wages	8
Section 3:2 - Longevity Pay	8
Section 3:3 - Like Work/Like Pay Provision	9
Section 3:4 - Premium Pay	9
Section 3:5 - Pay Period	10
Section 3:6 - Deferred Compensation Plan	10
Section 3:7 - Direct Deposit of Payroll	10
Article 4 - Vacations	10
Section 4:1 - Fire Suppression Personnel	10
Section 4:2 - Forty Hour Personnel	11
Section 4:3 - Pay for Lost Vacations	12
Section 4:4 - Vacation Pay	12
Article 5 - Holidays	12
Section 5:1 - Paid Holidays/Fire Suppression Personnel	12
Section 5:2 - Holiday Pay/Fire Suppression Personnel	13
Section 5:3 - Holidays/Forty Hour Personnel	13
Section 5:4 - Personal Holidays/Forty Hour Personnel	13
Article 6 - Leaves of Absence	13
Section 6:1 - Service Incurred Injury/Workers' Disability Compensation	13
Section 6:2 - Sick Leave	14
Section 6:3 - Sick List or Buddy System	15
Section 6:4 - Leave of Absence without Pay/Fringe Benefits	15
Section 6:5 - Emergency Leave	16
Section 6:6 - General Provisions/Accounting for Compensation	17
Article 7 - Light Duty	17
Article 8 - Insurances	17
Section 8:1 - Health and Dental Insurances	17
Section 8:2 - Life Insurance	20
Section 8:3 - AD&D Insurance	20
Section 8:4 - Comprehensive General Liability Protection	21

Article 9 - Grievance and Arbitration 21
Section 9:1 - Grievance and Arbitration 21
Section 9:2 - General 22

Article 10 - Uniforms/Firefighting Clothes/Equipment 22
Section 10:1 - Uniforms 22
Section 10:2 - Replacement/Repair/Maintenance of Uniforms 22
Section 10:3 - General 22
Section 10:4 - Cleaning Allowance 22
Section 10:5 - Dish Towels/Bed Linens 23

Article 11 - Pension Benefits 23
Section 11:1 - Pension Benefits 23
Section 11:2 - Military Time 23
Section 11:3 - Pension Continuation for Deceased Retiree's Spouse 24
Section 11:4 - Annuity Withdrawal 24
Section 11:5 - Pension Escalator 24
Section 11:6 - Pension Continuation (Promotion out of the Unit) 24

Article 12 - Personnel/Duties/Promotions 24
Section 12:1 - Call Back 24
Section 12:2 - Duties/Rules/Regulations 25
Section 12:3(1) - Fire Suppression 25
Section 12:3(2) - Fire Officers and Administrative Positions 26
Section 12:3(3) - Driver/Engineer 27
Section 12:3(4) - Fire Awareness 27
Section 12:3(5) – Officer Development 27
Section 12:4 - Seniority 28
Section 12:5 - Temporary Transfers from Extended Leaves 29

Article 13 - Transfers 29
Section 13:1 - Authorization/Permanent Transfers 29
Section 13:2 - Temporary Transfers 29
Section 13:3 - Daily Transfer of Officers 30
Section 13:4 - Daily Transfer of Engineers 30
Section 13:5 - Daily Transfer of Firefighters 30
Section 13:6 - Transfer Lists 30

Article 14 - Reprimands/Discipline/Punishment 31
Article 15 - Food Allowance 31
Article 16 - Domicile 31
Article 17 - Continuing Education 31
Article 18 - Physicals 32

Article 19 - General 33
Section 19:1 - Void Provisions 33
Section 19:2 - Safety Committee 33

Article 20 – Emergency Financial Manager 33
Article 21 – Waiver 33
Article 22 – Duration 34
Appendix A – Wage Schedule 35
Appendix B – Sick List 36
Appendix C – Fire Department Organizational Structure 39

COLLECTIVE BARGAINING AGREEMENT
CITY OF BAY CITY AND I.A.F.F. LOCAL #116

JULY 1, 2013 – DECEMBER 31, 2017

This Agreement entered into with all provisions to be effective July 1, 2013, unless otherwise stated, between the City of Bay City, Michigan, a Municipal Corporation, hereinafter called the "City" and Local #116 of the International Association of Firefighters, also known as the Bay City Firefighters Union, AFL-CIO, hereinafter called the "Union".

WITNESSETH: That the parties hereto, in consideration of the mutual covenants and Agreements hereinafter contained, do hereby agree as follows:

ARTICLE 1
PRINCIPLES/POLICIES/PURPOSE

Section 1:1 - Recognition

The parties hereto have entered into this Agreement pursuant to the authority of Act 336 of the Public Acts of 1947, as amended, to incorporate understandings previously reached and other matters into a formal contract; to promote harmonious relations between the City and the Union, in the best interest of the community; to improve the public fire fighting service; and to provide an orderly and equitable means of resolving future differences between the parties.

Section 1:2 - Definitions

"City" shall include the elected or appointed representatives of the City of Bay City, Michigan. "Union" shall include the officers or representatives of the Union. Whenever the singular number is used, it shall include the plural. In all cases, the use of male gender automatically includes female gender.

Further, all twenty-four (24) hour personnel or 56 hour personnel shall be referred to as suppression personnel, and all administrative or eight (8) hour personnel shall be referred to as Forty (40) hour personnel.

Section 1:3 - Membership

The City agrees that all full-time employees in the bargaining unit, defined as the officers and employees of the Bay City Public Safety Department, excluding the Fire Chief, Police Officers, Public Safety Officers, Public Safety and Police Command Officers, Deputy Public Safety Director and Public Safety Director shall either be members in good standing of the Union or pay a service fee proportional to the collective bargaining cost of the Union, including the cost of negotiation and administration of contracts, the amount of which fee the Union shall certify to the City. Provided, however, that any full-time employee hired after the date of execution of this Agreement shall either become a member of the Union or shall pay a service fee proportional to the collective bargaining cost of the Union, including the cost of negotiation and administration of contracts, the amount of which fee the Union shall certify to the City, with the obligation effective on the 31st day after commencement of employment.

This section is in no way intended to alter the basic probationary period of one year used by the department.

These provisions shall be a condition of employment and no full-time employee shall be retained by the City unless the employee either becomes a member of the Union or pays a

service fee proportional to the collective bargaining cost of the Union, including the cost of negotiation and administration of contracts, the amount of which fee the Union shall certify to the City.

Notwithstanding the above language, the City may employ "paid on call", Public Safety Officers, Public Safety Command Officers or part-time Fire Fighters to supplement the Fire Suppression Unit. These individuals will be fully trained Fire Fighters (Fire Fighter I and II) but will not be IAFF members.

Section 1:4 - Dues Deduction

Upon a receipt of a written authorization of payroll deduction, the City agrees to deduct Union dues for Union members, or an amount equal to the Union dues for non- members, excluding the Fire Chief, from the pay of each employee authorizing said deduction. Said dues for Union members, or an amount equal to the Union dues for non-members, excluding the Fire Chief, shall be deducted from the employees' pay authorizing such deduction the second pay of every month during the term of this contract and the City shall remit all dues from Union members and an amount equal to the Union dues for non-members, excluding the Fire Chief, made from the authorized deduction of the employees' pay checks to the designated Treasurer of the Union within five (5) business days of the time the deductions are made.

The Union will initially notify the City as to the amount of the dues to be deducted for Union members and the amount equal to the Union dues for non-members, excluding the Fire Chief. Any changes in the dues rate and the equivalent shall be similarly certified to the City and shall be done at least one (1) month in advance of the effective date of such change.

Section 1:5 - Union Activities

1. Employees and their Union representative shall have the right to join the Union to engage in lawful concerted activities for the purpose of collective negotiations or bargaining.

2. The president and/or a duly authorized representative of the Union shall be afforded reasonable time-off during regular working hours without loss of pay to fulfill their Union responsibilities of negotiation with the City and processing grievances in accordance with Article 9, provided this allowance shall not cause overtime.

3. The Union shall be provided suitable bulletin boards, including at least one (1) at each fire station for the posting of Union notices or other like materials; such boards shall be identified with the name of the Union and the Union shall designate persons responsible therefore.

4. The Union may schedule committee meetings on Fire Department property insofar as such meetings are not disruptive of the duties of the employees or the efficient operation of the department.

5. Two members of the bargaining unit shall be allowed four (4) days each with pay for the Michigan State Fire Fighters Union Bi-Annual Convention.

It is understood that a normal work day for forty-hour personnel is eight (8) hours and for fifty-six (56) hour personnel is twelve (12) hours.

It is further understood that the days off with pay to attend the Michigan State Fire Fighters Union Bi-Annual Convention will only be granted to the personnel normally scheduled to work. The time and place of the convention will be submitted to the Fire Chief by Local #116.

Section 1:6 - Aid to Other Unions

The City shall not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or organization for the purpose of undermining the Union, and the City shall make available to all employees of the bargaining unit a copy of this Agreement calling their attention to the fact that the Union has been recognized as the exclusive bargaining agent for all employees in the bargaining unit with respect to rates of pay, wages, hours of employment, and working conditions.

Section 1:7 - Management Rights

Except when limited by the express provisions elsewhere in the Agreement, nothing in this Agreement shall restrict the City in the exercise of its functions of management under which it shall have, among others, the right to hire new employees; assign work and to direct the working force as to operations and related duties; to discipline, suspend, and discharge for cause, transfer or layoff employees; require employees to observe departmental rules and regulations; to determine the location and number of fire stations; to decide the emergency services to be provided the public; to introduce new fire fighting equipment, methods, and processes; to determine the work standards; to determine procedures by which such fire fighting or related work is to be performed. It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other rights not enumerated.

The City shall meet and review with the Union any future changes to current job descriptions fourteen (14) calendar days prior to implementation of these job descriptions.

Section 1:8 - Continuation of Working Conditions

The City and the Union subscribe to the principle that this contract should be the complete Agreement between the parties. The parties, however, recognize that it is most difficult to enumerate in an Agreement practices inherent in a relationship of many years duration. If any claim, understanding, agreement, past practice or condition of employment comes to the attention of either party during the term of this Agreement, which is not covered by this Agreement, the parties shall meet within five (5) days notice of such to discuss the understanding, agreement, condition of employment, or past practice, and negotiate a mutually satisfactory settlement. If the parties are unable to reach agreement within thirty (30) days of their initial meeting, the dispute may be submitted to arbitration under Step 3 of Article 9 - Grievance and Arbitration Procedure.

The Union shall have the burden of proving the understanding, agreement, past practice, or condition of employment, and shall not prevail if it fails to meet this burden of proof. If it does meet this burden, the City shall prevail only if it can show fair and reasonable justification for the change. The entire dispute under this paragraph shall be heard by the same arbitrator in the same arbitration proceeding.

Section 1:9 - Changes in Wages/Hours/Terms and Conditions of Employment

The City and the Union mutually agree to make no unilateral change in wages, hours or terms and conditions of employment contrary to this Agreement.

All employees hired after July 1, 1994 shall maintain a State of Michigan Emergency Medical Technician (EMT) license as a condition of continued employment. Also, all employees hired after October 8, 1990, and possessing a current EMT license on July 1, 2002, shall maintain their EMT license as a condition of continued employment. Continuing education credits

required to maintain licensure will be provided by the Department, and all costs of such training (to meet the above requirements) shall be paid by the City.

Section 1:10 - Union/City Meetings

A committee consisting of not more than four (4) representatives of the Union all of whom shall be employees of the City, and four (4) representatives designated by the City, all of whom shall be employees of the City, shall meet from time to time for the purpose of improving City and Union relations and to discuss common problems. By mutual agreement, either or both parties may have someone else in attendance. The date, time, and place of such meeting shall be scheduled by mutual agreement.

Section 1:11 - Written Orders

A copy of each written order of the Fire Chief, relating to rates of pay, wages, hours of employment, or other conditions of employment, will be furnished to the Union upon its issuance.

Section 1:12 - Agreement Copies

The City will provide each bargaining unit employee a copy of the collective bargaining agreement.

ARTICLE 2
HOURS OF WORK

Section 2:1 - Present Work Schedule

A. **Firefighting Force Twenty-four (24) Hour Personnel** - the scheduled tour of duty shall consist of twenty-four (24) consecutive hours. The work week shall consist of not more than fifty-six (56) hours in a nine (9) calendar day cycle under the three platoon system. Starting time 7:00 a.m. to 7:00 a.m. subject to change when mutually agreed upon by the Union and City.

   Under normal circumstances, no individual may work more than three (3) consecutive tours of duty (72 hours) as a result of trades, overtime, etc., without a day (11 hours) of rest. In case of an emergency declared by the Fire Chief or his designee, an exception may be made by mutual agreement of the parties.

B. **Eight (8) Hour Personnel** – Assistant Chief/Fire Marshal, and Assistant Chief/Training Officer work schedule shall consist of an eight (8) hour day, forty (40) hour week. Start time 8:00 a.m. to 5:00 p.m., subject to change when mutually agreed upon by Union and City.

   It is mutually agreed that for the purpose of conducting Part-Time, Paid-on-Call training/orientation, Public Safety Officer training/orientation, and to accommodate training in accordance with Section 12:3(5), the work schedules will be flexed to accommodate such training/orientation. All flexed hours must be accounted for/used in the same pay period in which they occur. The Fire Awareness Officer work schedule shall consist of an eight (8) hour day, forty (40) hour week. Start time 7:00 AM to 4:00 PM. This schedule applies only to the current Fire Awareness Officer. Thereafter, hours will revert to those set forth in this subsection for Assistant Chief/Fire Marshall and Assistant Chief/Training Officer.

Section 2:2 - Trading of Time by Employees

Employees may be permitted to work for each other, provided they are qualified to perform the work, subject to their immediate supervisor's approval and concurrence of the Fire Chief or acting Fire Chief and only if such trading of time does not permit the City to become liable for any overtime or other costs under the State or Federal Fair Labor Standards Act covering Firefighters.

Control of trading of time shall be vested in the Fire Chief or acting Fire Chief and in the Union. In the event of trading of time, trades that cost the City extra compensation will not be allowed.

ARTICLE 3
SALARIES AND WAGES

Section 3:1 - Salaries and Wages

Bargaining unit members shall receive the following wage increases (see Appendix A):

A. Firefighter/EMT:

Effective July 1, 2013, a zero percent (0 %) wage increase for beginning rate firefighter/EMT through and including four-year firefighter/EMT.

Effective July 1, 2014, a one and one half percent (1.5%) wage increase for beginning rate firefighter/EMT through and including four-year firefighter/EMT.

Effective July 1, 2015 a zero percent (0%) wage increase for beginning rate firefighter/EMT through and including four-year firefighter/EMT.

Effective July 1, 2016, a one and one half percent (1.5%) wage increase for beginning rate firefighter/EMT through and including four-year firefighter/EMT.

B. Engineer Wage Differential:

Engineer shall be two percent (2%) above four year Firefighter/EMT rate.

C. Officer Wage Differential:

Lieutenant shall be five percent (5%) above Engineer; Captain shall be five percent (5%) above Lieutenant.

D. Assistant Chief/Fire Marshal, Assistant Chief/Training Officer, Fire Awareness Officer:

Assistant Chief/Fire Marshal and Assistant Chief/Training Officer shall receive the same percentage increase as Firefighter, as outlined in Subsection A above. Five (5) year Fire Awareness Officer shall be equal in salary to an Engineer.

Section 3:2 - Longevity Pay

All members of the bargaining unit shall be paid longevity pay on the base wage of Fifteen Thousand Dollars ($15,000) during the duration of this contract as follows:

After completion of 5 years employment - 2%
After completion of 10 years employment - 4%
After completion of 15 years employment - 6%
After completion of 20 years employment - 8%

Section 3:3 - Like Work/Like Pay Provision

A. When an employee is assigned to a higher job classification, he shall be paid the rate of the higher classification.

B. Like pay for like work shall be compensable for only the actual time on duty in the respective acting capacity.

C. Compensation shall not be paid to firefighters receiving training or instruction in driving, or while driving during return from emergencies or while driving non-emergency vehicles.

D. Only Lieutenants will be assigned as Acting Captains. Only Engineers will be assigned as Acting Lieutenants. Only Firefighters will be assigned as Acting Engineers.

E. Paragraph "D" may not apply if an Officer or Engineer are working overtime. In the event of an Officer or Engineer working overtime, if there are no openings for their rank, they may be used at a lower rank, if qualified. However, they will be paid based on their permanent rank.

F. When promoting an Acting Fire Chief for a short duration (not less than one week or more than eight weeks), employee promoted shall be the most senior of the grade or rank next in line. If the highest seniority individual refuses the promotion, it will be offered to the next most senior. Employee shall receive a wage differential of 10% above battalion chief wages (wages to be calculated at the 40 hour rate). All 56-hour benefits will continue. Periods of absence of four (4) days or less will be left to the Chief's discretion. The naming of an Acting Chief for short durations (less than 40 consecutive business days) shall not entitle the officer named as Acting Chief to retire from said position at any rate or rank higher than that held immediately preceding the short-duration elevation to Acting Chief.

G. When a FAU Officer is assigned to perform the function of Fire Marshall, he shall receive a wage differential of five (5) percent above the forty (40) hour rate for the first sixty (60) days of the assignment, ten (10) percent for the next sixty (60) days of the assignment, and shall receive the full rate of the position for the rest of the assignment. The Fire Awareness Officer assigned to this function shall be the senior FAU Officer on duty. Wages to be calculated at the forty (40) hour rate. Work hours exceeding forty (40) hours shall be calculated at the increased differential rate following the wage schedule in Sec. 3:4 (A) of this Agreement. All other benefits shall continue. This shall occur in the absence of the Fire Marshall for a period of three (3) days or more. Periods of less than three (3) days shall be at the discretion of the Fire Chief.

Section 3:4 - Premium Pay

Overtime pay shall be paid at the rate of time and one-half (1-1/2X).Overtime will be for a minimum of two (2) hours, however, when an employee is needed to stay over directly after normal working hours the two hour minimum may be waived, and the employee paid for actual time worked. Whenever it is determined that additional personnel is required to staff stations and/or apparatus, it shall be offered as overtime, which is to be offered and distributed evenly between bargaining unit members.

Effective July 1, 1987, a premium of one and one-half percent (1.5%) of the employee's base wage shall be paid to all employees in the classification of firefighter who are state licensed emergency medical technicians (EMT). All employees hired after July 1, 1994 shall maintain a State of Michigan Emergency Medical Technician (EMT) license as a condition of continued employment. Also, all employees hired after October 8, 1990, and possessing a current EMT license on July 1, 2002, shall maintain their EMT license as a condition of continued

employment. Continuing education credits required to maintain licensure will be provided by the Department, and all costs of such training (to meet the above requirements) shall be paid by the City.

Section 3:5 - Pay Period

Payroll shall be distributed on an every-other week schedule. Pay, paid, and other references to financial transactions between the City and the employees covered under this agreement, shall be defined as the money in the possession of the employee, or his/her chosen financial institution.

Section 3:6 - Deferred Compensation Plan/ICMA-RC

Upon appropriate written authorization from the employee, the City shall deduct from the salary of the employee and make appropriate remittance for the ICMA Retirement Corporation deferred compensation plan.

Employees of Local #116 shall be afforded the option of entering into a retirement program governed by the Internal Revenue Code 457. A company with an established program shall administer the deferred compensation program. It is however understood the City will make available the IAFF Financial Corporation 457 Plan as either the sole option, or one of the options that bargaining unit members may participate in. Consistent with IRS guidelines, bargaining unit members will be entitled to transfer 457 plan assets to the plan of choice without penalty.

At the earliest opportunity, a representative from the IAFF Frontline Plan shall be made available to current members to explain the Plan and provide for enrollment and transfer of assets from ICMA-RC to IAFF Frontline, should a member choose to do so. This shall occur as soon after ratification as can be scheduled.

Section 3:7 - Direct Deposit of Payroll

All employees shall participate in direct deposit for employee payroll checks. Funds will be deposited and will become available to employees on the Thursday morning of the payroll week.

ARTICLE 4
VACATIONS

Section 4:1 - Fire Suppression Personnel

Employees shall earn annual vacation, with all regular pay and fringe benefits, on the following basis: (for the purpose of this section, a day shall be defined as a scheduled twenty-four (24) hour tour of duty).

A. **Regular Vacation** - vacation time shall be earned at the rate of one-half (1/2) day of vacation per month, starting with the employees first full month of employment. Vacation earned will be used in the following calendar year. In the case of the first year employee, vacation must be scheduled after the employee's first anniversary date.

   On the employee's fifth anniversary date, he shall begin earning vacation time at the rate of one (1) day of vacation time per month. Vacation time earned will be used in the following calendar year.

B. **Personal Vacation Day** - after an employee has completed twelve(12) years of regular City employment, beginning on their anniversary date, they shall earn one-half (1/2) day of vacation to be taken as a personal day.

Each employee shall be entitled to carry over one day (24 hours) of personal vacation from year to year, or receive compensation at his prevailing hourly rate for the unused personal day in the last pay period of each calendar year. Personal vacation days may not be selected until completion of the regular vacation picks.

C. **Anniversary Date** - the anniversary date of service, for the purposes of this article, shall be measured by reference to the original date of City employment.

D. **Vacation Schedule** – The vacation schedule shall consist of consecutively numbered three (3) day vacation periods. Periods shall consist of three (3) consecutive duty days, commencing with the first duty day of each shift beginning in January and running consecutively throughout the calendar year. (The additional vacation pick may carry over into the New Year, as long as the first day of the vacation taken is in the current calendar year.

E. **Method of Selection** - Vacations will be selected by seniority per shift and consist of four (4) rounds. The first round pick shall either be a three (3) or six (6) day pick. If six (6) day pick is chosen in the first round then a second round pick will not be allowed. A three (3) day pick shall only be allowed in the second round. The third round shall either be a three (3) or six (6) day pick. If a three (3) day pick is chosen in the third round then a fourth round pick of three (3) shall be granted. All six (6) day selections shall be picked from consecutively numbered vacation periods. Selections are to be made prior to November 10th of the preceding year. Bargaining unit members are to be notified one duty day before the selection process is to begin. When the selection process has begun, each bargaining unit member shall be afforded up to two (2) business hours to specify his selection after being contacted personally to select a vacation period. If a bargaining unit member fails to select a vacation during this period, his name will be placed at the end of the shift seniority list. No more than one (1) bargaining unit member will be allowed off at any one time during a vacation period.

F. **Vacation periods that are vacated or open,** will be available and posted as they occur. The posting will be for six (6) days, if time allows, and awarded to employees on a seniority basis. Employees will have the option of splitting four-day, five day and six day vacation picks into two (2) picks. However, in the case of a four-day or five-day vacation, one pick must be left as a three-day pick. No vacations of three days or under will be allowed to be split.

G. **When an employee is transferred from one shift to another,** because of promotion or an ordered transfer, he will have the option of keeping his regularly scheduled vacation period(s), or he may opt to select from open vacation period(s) on the new shift. If, however, the employee chooses to transfer to a different shift, and not for the purposes of a promotion, he will have to select a vacation from the open periods on his new shift.

Section 4:2 - Forty Hour Personnel

Employees shall earn annual vacation, with all regular pay and fringe benefits, on the following basis (for the purpose of this section, a day shall be defined as a scheduled eight-hour (8) tour of duty):

A. **Regular Vacation** - vacation time shall be earned at the rate of one (1) day of vacation for each month of employment per year (12 days per annum). Vacation

earned will be used in the following calendar year. In the case of a first year employee,

vacation must be scheduled after the employee's first anniversary date.

Vacation may not be carried over into any subsequent year unless specifically requested by the head of the department and approved by the City Manager. Where an employee is entitled to a holiday, it is not to be charged against his vacation time.

On the employee's fifth anniversary date, he shall begin earning vacation time at the rate of one and one-half (1-1/2) days of vacation for each month of employment per year (18 days per annum). Vacation time earned will be used in the following calendar year. Vacation may not be carried over into any subsequent year unless specifically requested by the head of the department and approved by the City Manager.

B. **Method of Picking Vacations** - an employee may request his vacation in any month, but conflicts shall be determined by seniority. Vacations shall be taken subject to the best interests of the Fire Department, with advanced approval of the Fire Chief. The Fire Marshall and the Fire Awareness Officer shall not be on vacation at the same time.

C. **Personal Vacation Days** - after an employee has completed five (5) full years of regular City employment, beginning on his anniversary date, he shall earn three (3) additional days of vacation.

After an employee has completed ten (10) full years of regular City employment, beginning on his anniversary date, he shall earn three (3) additional days of vacation, not to exceed six (6) days per annum.

Each employee shall be entitled to carry over one (1) personal vacation day from year to year, or receive compensation at his prevailing hourly rate for all unused personal vacation days in the last pay period of each calendar year.

D. **Compensatory Time** - in lieu of cash payment for overtime hours worked, employees who are regularly assigned to a forty (40) hour work week, may accumulate at the rate earned, an amount of time not to exceed one hundred twenty (120) hours, to be used as personal time off work.

Section 4:3 - Pay for Lost Vacations

Where an employee is unable to take his earned vacation, or personal holidays for reasons of sickness or disability, and is off work on sick leave or Worker's Disability Compensation, he shall be paid for all vacation pay earned in lieu of the vacation time lost. If he returns before the end of the calendar year, he shall receive his vacation when desired, provided that the time can be arranged without undue hardship on the department.

Section 4:4 - Vacation Pay

Vacations are to be taken in time off. Employees are not permitted to work for the City during vacation periods and obtain "double pay", except as provided in Section 12:1.

ARTICLE 5
HOLIDAYS

Section 5:1 - Paid Holidays/Fire Suppression Personnel

Eight (8) paid holidays designated as New Years Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve Day, and Christmas Day are hereby granted.

Section 5:2 - Holiday Pay/Fire Suppression Personnel

Effective July 1, 2005 and during each fiscal year (July 1-June 30) a cash bonus of $1,300 will be paid in lieu of actual paid holidays. Holiday pay is to be paid on the second payday of November of each fiscal year. Holiday pay shall be remitted in a distinct and separate check (automated deposit) run from normal payroll. This amount shall be increased to $1,400, effective January 1, 2006. This amount shall become $1,000 effective January 1, 2014.

Section 5:3 - Holidays/Forty Hour Personnel

Holiday pay is compensation paid for the time during which work would normally be performed, said work having been suspended by reason of a general holiday. The following shall be general paid holidays and they are considered legal holidays:

New Year's Day
Martin Luther King, Jr. Day
Good Friday
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day

If the holiday falls on a weekend, the City shall designate another day as the holiday.

Section 5:4 - Personal Holidays/Forty Hour Personnel

Employees shall be entitled to two (2) personal holidays. Said holidays are to be taken as desired by the individual employee, as determined by the Fire Chief or his designee. Personal holidays are to be taken in the year earned, and may not be accumulated. Personal holidays shall not cause overtime and approval for same shall not be unreasonably withheld.

ARTICLE 6
LEAVES OF ABSENCE

Section 6:1 - Service Incurred Injury/Worker's Disability Compensation

A. Method of Compensation - from the first day of disability, except as provided by 6:1(B) below, 80 percent (80%) of an employee's wages shall be paid to the members of the Fire Department for a period of up to thirty-six (36) months. Thereafter, the City supplement shall terminate and the employee shall remain on Workers' Disability Compensation only. Workers' Disability Compensation shall be effective only when an injury is considered to be in the line of duty and will be with the understanding that the necessary doctor's reports would be made periodically to the Human Resources Department and that each would be decided on its individual merits.

B. An employee who sustains a work-related injury while in the course of responding to or neutralizing an emergency incident shall receive 100 percent (100%) of his pay for up to thirty (30) calendar days of a medically substantiated disability from such injury.

C. For the first six (6) months a member is disabled under Workers' Disability Compensation, the member shall continue to accumulate vacation leave credit, sick leave credit, and all other fringe benefits which are normally credited to the members. After the first six (6) months, only health insurance and pension will be continued.

Section 6:2 - Sick Leave

A. Firefighting Division - (day means twelve (12) hour tour of duty). An employee shall earn one (1) day of paid sick leave monthly, beginning on his initial day of employment, with unlimited accumulation.

B. Forty-Hour Personnel - (day means eight (8) hour tour of duty). An employee shall earn one (1) day paid sick leave monthly, beginning on his initial day of employment, with unlimited accumulation.

C. In addition to the twelve (12) days which the employee may accumulate, both in the fire suppression division and the forty-hour division, a bonus of one day will by given for each three month calendar period no sick time is used. Three month periods shall be defined as January 1st to March 31st, April 1st to June 30th, July 1st to September 30th, and October 1st to December 31st.

D. While on paid sick leave an employee shall be entitled to all fringe benefits.

E. Sick time shall be computed at the rate of time used, in units of not less than one (1) hour.

F. In the event an employee changes from the firefighting division to forty (40) hour personnel, or vice versa, his vacation and sick leave credits shall be prorated accordingly.

G. In the event a fifty-six (56) hour a week employee retires, or dies before retirement, he or his legal survivor-in-interest, shall receive compensation in a sum equivalent to one-half (1/2) of his accumulated sick leave credits at his prevailing hourly rate according to his classification, up to a maximum of one-half (1/2) of two thousand, four hundred (2400) hours.

H. Fifty-six (56) hour a week employees hired into this unit after July 1, 2009, and who retire from active employment or die before retirement, he or his survivor-in-interest shall receive compensation in a sum equivalent to one-half (1/2) of a maximum of one thousand, four hundred and forty (1440) hours of accumulated sick leave credit at his prevailing rate according to his classification.

I. In the event a forty (40) hour a week employee retires, or dies before retirement, he or his legal survivor-in-interest, shall receive compensation in a sum equivalent to one-half (1/2) of his accumulated sick leave credits at his prevailing hourly rate according to his classification, up to a maximum of one-half (1/2) of one thousand, six hundred (1600) hours.

J. Forty (40) hour a week employees hired into this unit after July 1, 2009, and who retires from active employment or die before retirement, he or his survivor-in-interest shall receive compensation in a sum equivalent to one-half (1/2) of a maximum of nine hundred, sixty (960) hours of accumulated sick leave credit at his prevailing rate according to his classification.

K. Six (6) twelve (12) hour days (firefighting division) or five (5) eight (8) hour days (forty-hour personnel) of accumulated sick time per contract year may be used by the employees for family illness (family being defined as spouse or children living at home).

L. Where necessary, an employee shall be granted time off for sick leave. Within his accumulated sick leave, such time off will be charged to paid sick leave. Where no sick leave time remains, such time off shall be carried as sick leave without pay except where the sick list or the buddy system has taken effect as referred to in this Agreement then said sick list or the buddy system shall go into effect according to its constitution, at no cost to the

City.

M. In case of illness, an employee shall notify the Chief or his assistant at least one (1) hour before the time in which he is to report for duty. Failure to report in on time shall constitute an offense (emergencies shall be taken into consideration) and the employees shall receive a written warning for the first offense, one (1) day suspension for the second offense, and a five (5) day suspension for subsequent offenses within one (1) year.

N. Any employee who becomes so disabled under circumstances where there is, or may be a dispute as to whether his disability is covered by the Michigan Workers' Disability Compensation Act shall nevertheless receive sick leave benefits if the employee first signs a statement providing that the City will receive full credit for all such payments received by the employee against any benefits for any disability later determined to be covered by the Michigan Workers' Disability Compensation Act.

O. Any employee off sick shall cooperate in furnishing information to verify such sickness. It will be expected that such employees will normally be confined to their homes, unless in a hospital or seeking medical assistance, and if a designated agent of the City calls at the home of a person off on sick leave and the employee is not at home, such employee may be required to furnish a doctor's certificate of statement verifying such illness. The department shall have the discretion to require the furnishing of a doctor's statement to verify an illness or injury.

P. In the event of medical necessity (i.e. family illness emergency, appointments with specialists), an employee may be granted time off from duties. A maximum of one (1) duty day which is equivalent to twelve (12) hours of sick leave (for fifty-six (56) hour employees) may be used in increments of not less than one (1) hour may be granted each year with the approval of the Fire Chief. Except for emergencies, the Fire Chief shall be notified at least forty-eight (48) hours in advance. All routine doctor and dental visits shall be scheduled on regular days off. Such use not to cause loss of bonus days.

Q. In the event of medical necessity (i.e. family illness emergency, appointments with specialists), and employee may be granted time off from duties. A maximum of one (1) duty day which is equivalent to eight (8) hours of sick leave (for forty (40) hour employees) may be used in increments of not less than one (1) hour may be granted each year with the approval of the Fire Chief. Except for emergencies, the Fire Chief shall be notified at least forty-eight (48) hours in advance. All routine doctor and dental visits shall be scheduled on regular days off. Such use not to cause loss of bonus days.

Section 6:3 - Sick List or Buddy System

Only those Firefighters who are members of the International Association of Firefighters, also known as the Bay City Firefighters Union AFL-CIO shall be eligible to participate in the "Sick List" or "Buddy System", as it is presently known, which originally became effective January 1, 1945, and is presently amended to the date of this Collective Bargaining Agreement. It is understood the use of this system will not be allowed if the City becomes liable for any overtime or other costs under the State or Federal Fair Labor Standards Acts covering firemen, as a result of the use of this system.

Section 6:4 - Leave of Absence Without Pay/Fringe Benefits

An employee who has completed his probationary period may be granted a leave of absence for personal reasons, without pay and without loss of seniority, for a period not to exceed thirty (30) calendar days in any calendar year, provided he obtains advance written permission from the

City and can be spared from work for that purpose. Application for such leave shall be in writing. On review by the City Manager, leave may be extended for good and valid reasons, if said reasons are deemed consistent with the best interest of the department.

Leaves of absences will not be given for the purpose of enabling any employee to work for another employer or to engage in any form of self-employment and any employee who obtains a leave of absence by misrepresenting the purposes, therefore, shall be discharged. Leaves of absence shall be granted for the purpose of being elected or appointed to any full time Union office for periods up to two (2) years. Union leave shall be unpaid except as provided in Section 1:5(2) and Section 1:5(5) and the City shall have no responsibility to provide benefits; union leave shall count towards bargaining unit seniority but not service time towards the employee's pension.

Section 6:5 - Emergency Leave

A. **Military Leave** - an employee shall be entitled to time off without pay for that period of time when required to be in the armed services including the National Guard. Members of the National Guard or reserve units, while on active training shall be entitled to up to two (2) weeks military leave per year at full pay with all fringe benefits; provided, however, that the employee shall account for all payments received for such service (cross reference, Section 6:6). Such time off with pay will be limited to one enlistment period only for those members of the department who are not members of the National Guard or Reserve units as of July 1, 1974.

B. **Jury Duty** - an employee shall be entitled to time off with pay and all fringe benefits for that period of time when obligated to attend in court as a juror or prospective juror in a court of record; provided, however, that the employee shall account to the City for such sums received in payment therefore. Since the employee shall be entitled to time off with pay, the City shall be entitled to recoup the entire amount issued to the employee by the Courts for serving on jury duty.

C. **Witness in Court** - an employee shall be entitled to time off with pay and all fringe benefits for that period of time when obligated to attend any court proceedings as a witness during regular hours of employment; the employee shall account to the City for any witness fee received as a witness. An employee shall not be entitled to a witness fee under any circumstances where called as a witness for the City, but shall be paid straight time wages for time spent in attendance as a City witness during regular working hours and time and one-half (1-1/2) at other times (cross reference, Section 6:6).

D. **Funeral Leave** - four (4) days (12-hour tour of duty) leave with pay, from notification of death through the day of burial provided that no member shall be required to return to duty within the same 24-hour period of the day on which the funeral is held, shall be granted to the employee in case of death of a member of his immediate family.

   A member of immediate family shall be defined as: spouse, parent, child, sibling, grandparent, grandchild, mother-in-law, father-in-law, brother and sister-in-law, son and daughter-in-law, foster parent, legal guardian or step-relative to the same degree as above, or any other relative living in the household of the employee. If the employee is eligible to receive time off for funeral leave and is on vacation, the employee will be taken off from vacation and be allowed to use funeral leave. The employee shall pick the remaining unused vacation days immediately upon return to duty. This pick will be made in an open vacation period. If there are no remaining open vacation periods, time will be scheduled at the discretion of the Fire Chief.

This section, insofar as applicable, applies to forty-hour personnel, except their day shall be an eight (8) hour tour of duty.

In the event the employee shall be required to travel over 150 miles from residence to funeral location or to assist in returning body to Michigan, one additional 24-hour day shall be available for travel to and from the location.

E. **Veteran's Funeral Leave** - where requested by a proper official of a recognized veteran's organization, an employee may be granted reasonable time off (not to exceed six hours), with pay, to attend a veteran's funeral or civic affair, as a representative of the veteran's organization.

Section 6:6 - General Provisions/Accounting for Compensation

Where an employee is granted leave with pay on condition that he shall account for compensation received during said leave, it shall mean that he is entitled to receive payment from the City of only the difference between said compensation and his regular pay for that period. This is not to be construed as required accounting for payment in excess of City pay. Where arranged for in advance, such payment may be accomplished by the issuance of regular City pay for the period and the employee turning over the other compensation received to the City forthwith upon receipt. An employee shall not be required to account for compensation in reimbursement of actual expenses such as travel and meals (cross reference, Section 6:5 A, B, C).

ARTICLE 7
LIGHT DUTY

Disabled fire personnel may be assigned to light duty work, in the City, if available. Assignment to such work shall be vested in the Fire Chief upon approval of the Director of Human Resources.

ARTICLE 8
INSURANCES

Section 8:1 - Health and Dental Insurances

A. Health and Dental Insurances

Effective as soon as can be implemented following the 2013 Act 312 arbitration award, the City will provide all full-time bargaining unit members, and their eligible dependents with BC/BS Flexible Blue Plan 2 high deductible health care coverage and Rx 5/30/60, or an equivalent coverage program, with the City of Bay City funding an HSA for the deductible (as identified in the chart below).

BCBS Flexible Blue Plan 2 high deductible health care coverage does not coordinate with Medicare, therefore any participants enrolled in Medicare, both active and pre-65 retirees, will be placed on the BCBS 2+1 Supplemental Plan or equivalent.

1. Employee Premium Contribution:

Full-time bargaining unit employees shall have automatically deducted, from each payroll check, for each bi-weekly payroll period, the amount established, "pre-tax," in accordance with Public Act 152 of 2011. This amount will be established based on either the "Hard Cap" or "80/20" option.

Regardless of applicable Public Act 152 deductions, employees will be responsible to pay a minimum of twenty percent (20%) of the health care illustrative rates on a "pre-tax", bi-weekly basis.

2. Employer Contribution

Additionally, the City shall contribute annually, the amount established, which sums shall be deposited into an employee owned Health Savings Account (HSA) exclusively as follows: (If the City Commission elects the "80/20" option under Public Act 152 of 2011, the City shall pay 80% of the total HSA contribution if the employee elects to pay the remaining 20% by payroll deduction)

Coverage	Effective 1/1/14
Single	$1250
2-Person	$2500
Family	$2500

In the event that the insurance carrier increases the annual deductible amount from January 1, 2011 forward, it is mutually agreed that the employee and the City will share the cost difference of the increase, with each party contributing half of the deductible increase. The City also agrees to notify all members of any deductible increases at least 30 days prior to the effective date of the increase.

A City employee married to another City employee that participates in City-provided health care will both be on one health care contract in the name of the employee who was hired first and they will be subject to the health care costs in accordance with that collective bargaining agreement.

The City may switch to an exchange under the Affordable Care Act (ACA) if benefits are substantially equal or better. The City may gap-fill items not covered by the ACA plan. In the event the ACA is repealed, coverage would revert back to the coverage in effect on December 31, 2013.

Subrogation Clause:
In the event an employee suffers a non-duty injury as a result of the actions of a third party that results in an absence from work that extends beyond 480 hours or, because of his/her injury elects to receive a non-duty disability retirement or other benefit payable by the retirement system, the City shall be subrogated to the rights of the person against such third party only as to that employee's claim for health care expenses, and limited to the extent of the health benefits to which the City pays or becomes liable to pay.

B. Health Insurance for Retirees:

Eligibility:

To be eligible for the City's health care coverage, employees hired prior to 7/1/2010 must retire from active employment with twenty (20) or more years of City service. The retiree and/or dependents MUST be enrolled in the City's health plan at the time of retirement. If a retiree cancels coverage for any reason, the retiree and/or dependents will no longer be eligible to re-enroll in the City's retiree health plan. Spouses of deceased retirees remain eligible so long as they are on the City's health plan at the time of the retiree's death. If the deceased former employee's spouse remarries, their new spouse and/or dependents will not be eligible for the City's health plan.

Employees hired into this bargaining unit after July 1, 2010, are not eligible for City-provided healthcare at retirement, unless retiree health care is available to him/her under another City of Bay City collective bargaining agreement. For employees hired after July 1, 2010, the City will establish a Retirement Health Savings (RHS) Plan. Employees re-hired from lay-off with an original hire date prior to 7/1/2010 (absent any voluntary break in service) shall remain eligible for retiree healthcare.

Pre-65 Retirees:

The City will provide BCBS or equivalent healthcare coverage to eligible Pre-65 retirees (who retire from active employment) and their IRS dependents with Blue Cross/Blue Shield "Flexible Blue Plan 2" high deductible health care coverage and Rx 5/30/60 or an equivalent coverage program with the City of Bay City funding one hundred percent (100%) of an HSA for the deductible (as identified in the chart above). Employees who retire will pay the same premium share as active employees. If the City should no longer offer BCBS Flexible Blue Plan 2 to active employees, the retiree shall continue to pay the last premium share that was in effect for active employees under the Flexible Blue Plan 2. An employee who receives a duty-disability retirement as the result of an injury or who is killed on-duty while in performance of his/her duties shall be considered to have achieved twenty-five (25) years of service and shall pay the same health insurance co-pays and/or deductibles as active employees.

Post-65 Retirees:

Post-65 Retirees are required to participate in the Medicare Programs Part A&B. Thereafter, those retirees eligible for the City's health care shall receive the City's NEBCO or equivalent Post-65 retiree health coverage according to the applicable co-insurance percentage listed below. The City's Post-65 health plan shall supplement Medicare coverage and the retiree shall be responsible to participate in and pay for their Medicare "Part B" premium. Post-65 retirees will be automatically enrolled in the City's Medicare "Part D" plan at no additional charge to the retiree. An employee who receives a duty-disability retirement as the result of an injury or who is killed on-duty while in performance of his/her duties shall be considered to have achieved twenty-five (25) years of service. Regardless of pension eligibility under the Police and Fire Retirement System, an employee retiring shall pay the following premium contributions on a monthly basis (based on illustrative rates provided by the vendor):

Years of City Service	Employer Pays	Retiree Pays
20	75%	25%
25 or more	90%	10%

The subrogation provision is in effect for retirees receiving City health care.

C. Alternative Health Insurance:

Any active bargaining unit member or retiree who is eligible, but chooses not to participate in City-provided health care coverage, who can alternatively show proof of insurance from another source, and who signs a waiver from the City, shall receive a payment in lieu of coverage equal to $150 per month, paid monthly, for each and every month such coverage is waived.

An active employee who waives his right to health insurance coverage shall have the

opportunity to resume coverage during the calendar year if the employee has a qualifying status change event, or at the next "open enrollment period" under any circumstances. In such case, the monthly payment in lieu of coverage will cease and the City's health care coverage will be re-instated effective the first of the month following written notice to the City of the employees desire to re-enroll.

D. Healthcare Payments:

Retirees shall have health care premium payments automatically deducted from pension checks.

E. Health Insurance Continuation:

Employees "laid-off" by the City shall continue to receive the above-described health care coverage benefits for the period of six (6) months following the day of "layoff" or involuntary termination of employment; except where the employee was "fired for cause," in which case the coverage benefits shall be terminated and cease as soon as possible under the City's policy. The City will continue to provide health insurance for employees who are on FMLA leave without pay for a period of three (3) months.

F. Dental Insurance:

The City shall provide full-time bargaining unit employees, and their eligible dependents with a dental insurance plan which covers one hundred percent (100%) preventative care, seventy-five percent (75%) basic care, fifty percent (50%) major dental care, with an $1,000 annual maximum and $50 deductible (waived for preventative care) per-person, per benefit year.

G. Retiree Health Savings Plan:

Employees hired, after July 1, 2010, who are not eligible for retiree health care, shall be eligible to participate in a Retiree Health Savings Plan. The City will contribute 6% of an employee's gross wages on a bi-weekly basis, into a self-directed, qualified plan, that shall be transportable and provide 50% vesting after ten (10) years of employment, with a 5% annual increase until the employee is 100% vested after twenty (20) years of employment.

An employee who receives a duty disability retirement as the result of an injury shall be considered to have achieved twenty (20) years of service and will be 100% vested in the Retiree Health Savings Plan at the time of their duty-disability retirement. Accordingly, the dependent of an employee who is killed while on-duty and performing his/her duties will be 100% vested in the Retiree Health Savings Plan.

Section 8:2 - Life Insurance

The City shall provide each member of the bargaining unit a Fifty Thousand Dollar ($50,000) term life insurance policy, with the City paying full premiums effective as soon as possible.

Section 8:3 - Accidental Death and Dismemberment (AD&D) Insurance

The City shall provide a Fifty Thousand Dollar ($50,000) accidental death and dismemberment insurance for each member of the bargaining unit with the City paying full premiums effective as soon as possible.

Section 8:4 - Comprehensive General Liability Protection

The City shall provide each employee with comprehensive general liability coverage with no cost to the employee while such employee is acting within the scope of his duties. The City will save the employees harmless from any suits, claims, causes of action or judgments including all costs of defense for any claims arising out of activities within the scope of the employee's duties as an employee of the City.

ARTICLE 9
GRIEVANCE AND ARBITRATION

Section 9:1 - Grievance and Arbitration

Should any differences, disputes, or complaints arise as to the meaning or application of the provisions of this Agreement, such differences shall be resolved in the following manner provided that the settlement of a grievance or arbitration shall not expand or modify this Agreement.

Step 1 - Submit Grievance to Fire Chief
An aggrieved employee, through the Union, or the Union, in behalf of one or more employees, or in its own behalf, may initiate a grievance by submitting such grievance in writing to the Chief of the department within fifteen (15) business days after the occurrence or omission giving rise to the grievance (or within fifteen (15) business days after the Union receives notice thereof, if later). The Chief shall reply in writing within fifteen (15) business days thereafter. If no reply is received within the prescribed time limit, the matter may be appealed to the next step.

Step 2 - Submit Grievance to Public Safety Director
If the matter is not satisfactorily resolved in the first step, the Union may appeal in writing to the Public Safety Director or his designee or his designee within ten (10) calendar days following the reply of the Chief. The Public Safety Director or his designee shall reply in writing ten (10) calendar days thereafter. If no reply is received within the prescribed time limit, the matter may be appealed to the next step.

Step 3 - Submit Grievance to Human Resources Director
If the matter is not satisfactorily resolved in the second step, the Union may appeal in writing to the Human Resources Director or his designee within ten (10) business days following the reply of the Public Safety Director. The Human Resources Director or his designee shall reply in writing ten (10) days thereafter. If no reply is received within the prescribed time limit, the matter may be appealed to the next step.

Step 4 - Arbitration
If the grievance is not satisfactorily adjusted in the past preceding step within the time provided (unless mutually extended), either party may, within thirty (30) business days, in writing, request arbitration and the other party shall be obligated to proceed with arbitration in the manner hereinafter provided.

If the parties cannot agree upon an arbitrator within seven (7) calendar days of notice for arbitration, the party requesting the arbitration shall promptly file a demand for arbitration with the Michigan Employment Relations Commission (MERC).

The Arbitrator shall have the authority and jurisdiction to determine the propriety of the interpretation and/or the application of the Collective Bargaining Agreement respecting the grievance in question, but he shall not have the power to alter or modify the terms of this Agreement.

With respect to arbitration involving the discipline or discharge of employees, the arbitrator shall determine if the discharge or discipline was for just cause; and he may review the penalty imposed and if he shall determine it to be inappropriate and/or unduly severe he may modify it accordingly. He shall have the authority in cases concerning discharge, discipline, and/or other matters, if he shall so determine, to order the payment of back wages and compensation for an employee, which the employee would otherwise have had received (less compensation, if any, earned elsewhere during the period in question) which such compensation is attributable to the discharge, suspension or lay off period in issue and which would not have been earned otherwise, and/or enter such other and/or further award as may be appropriate and just.

His award shall be final and binding on the parties and affected employees.
The expenses of the arbitrator shall be shared equally by both parties.

Section 9:2 - General

The grievance procedures provided in this Agreement shall be supplementary or cumulative to, rather than exclusive of, any procedures or remedies afforded to any employee by law.

ARTICLE 10
UNIFORMS/FIREFIGHTING CLOTHES/EQUIPMENT

Section 10:1 - Uniforms
The City shall furnish the following uniforms:

Fire Suppression Personnel		**Forty-Hour Personnel**	
3 pair of trousers	1 breast badge	1 cap	1 black tie
3 shirts	1 stocking hat	5 white uniform shirts	1 stocking hat
1 cap	1 black tie	3 pair of trousers	2 sweatshirts
1 uniform hat	2 sweatshirts	1 hat and hat badge	1 breast badge
1 hat badge			

Section 10:2 - Replacement/Repair/Maintenance of Uniforms

Uniforms and firefighting equipment will be provided and replaced by the City when they no longer fit or are unpresentable for wear. The employee shall be responsible for the normal cleaning of issued uniforms. Protective clothing or other potentially contaminated clothing will be cleaned at the city's expense. The Fire Chief or his/her designee shall order replacement items within seven (7) calendar days after the request is submitted and approved.

Section 10:3 - General

All uniforms and protective clothing may be subject to inspection at any time as designated by the Chief or his designee. Firefighting equipment, dress uniforms, and house uniforms shall be worn only in the performance of duty.

Section 10:4 - Cleaning Allowance

Effective July 1, 2005, cleaning allowance shall be $78.50 per month for forty-hour personnel. Effective July 1, 2007, this amount shall become $86.50 per month. Effective July 1, 2014 this amount shall become $72.50 per month.

Section 10:5 - Dish Towels/Bed Linens

The City agrees to provide dish towels for use in the kitchen, and (2) sets of bed linen for each 56 hour employee and the means to launder them.

ARTICLE 11
PENSION BENEFITS

Section 11:1 - Pension Benefits

The pension benefits for all bargaining unit employees set forth in the City Charter of the City of Bay City, Article 28, shall be incorporated herein by reference including the following changes:

An employee will become vested in the pension plan after ten (10) continuous years of service.

Effective July 1, 2006, employees may retire after 25 years of service regardless of age, at full pension, to be calculated at the rate of two and eight tenths (2.8) of his final average compensation multiplied by the number of years of credited service and fractions thereof not to exceed seventy percent (70%) of maximum pension base. Effective the first full pay period after the effective date of the Act 312 arbitration award, the employee contribution shall be ten percent (10%); (eight percent (8%) prior to that date).

Effective July 1, 2006, employees may retire upon attaining ten (10) years of service with age fifty-five (55) at a two and one-half percent (2.5%) multiplier.

Section 20 and all other applicable sections of the Bay City Policemen and Firemen Retirement System shall be amended accordingly.

Pre-tax Treatment:

Member contributions picked up shall be treated as City contributions for purposes of determining income tax obligations under the Internal Revenue Code: however, such picked up member contributions shall be included in the determination of the members' gross annual salary for all other purposes under federal and state laws. Members' contributions picked up shall continue to be designated member contributions for all purposes of the Retirement System and shall be considered par of the member's salary for purposes of determining the amount of the member's contribution.

Section 11:2 - Military Time

The City shall grant additional service credit up to three (3) years for military service rendered prior to employment by the City. The additional military service credit would be used only in the computation of pension benefits; such credit would not be used to meet eligibility requirements for voluntary retirement.

The employee shall contribute six percent (6%) of his current rate of pay in effect at the time of his election for each year of service, plus simple interest at the rate on one percent (1%) per year for each year from the date of hire to the date of election and payment. The payment shall be in cash and paid within thirty (30) days prior to the retirement date. To be eligible for claiming such military time, the employee will be required to furnish proof of honorable discharge for the years claimed.

Section 11:3 - Pension Continuation for Deceased Retiree's Spouse

Upon the death of a retiree, the surviving spouse shall receive a pension equal to one-half (1/2) of the retiree's pension (regardless if the spouse remarries). Upon the said spouse's death, the spouse's pension shall terminate.

Employees retiring on or after July 1, 1997, shall be eligible for a pension continuation to their surviving spouse equal to sixty-five percent (65%) of the retiree 's pension (regardless if the spouse remarries) effective upon their death if same shall occur on or after July 1, 1999. Otherwise, in the event of said retiree's death after July I, 1997, but prior to July I, 1999, their surviving spouse shall receive one-half (1/2) of the retiree's pension upon death, which amount shall then increase to sixty-five percent (65%) of the retiree's pension effective July 1, 1999. Upon the said spouse's death, the spouse's pension shall terminate. Pension Escalator (Section 11:5) shall apply to above- mentioned deceased retiree's spouse benefit.

"Surviving Spouse" shall mean and be limited to the person to whom the member was married at the time the member last terminated their employment with the City.

Section 11:4 - Annuity Withdrawal

Effective January 1, 1994, an employee who retires may, at the time of retirement, elect to be paid a refund of all of their accumulated contributions standing to the employee's credit as defined by the Charter of the City of Bay City, Article XXVIII. Upon election of this refund provision, any pension otherwise payable shall be reduced by an amount which is actuarial equivalent to the refunded amount. The actuarial equivalent amount shall be determined by the actuaries of the Bay City Policemen and Firemen Retirement System.

Section 11:5 - Pension Escalator

Effective July 1, 1997, employees retiring after said date shall receive a post-retirement adjustment to their original pension benefit, (after recalculation due to annuity withdrawal), equal to five percent (5%) of the original benefit beginning on the fifth-year anniversary of retirement; an additional five percent (5%) increase to the original benefit beginning on the tenth-year anniversary of retirement; and finally, an additional increase of five percent (5%) of the original pension benefit amount beginning on the fifteenth-year anniversary of retirement.

This pension escalator shall only be calculated on credited service prior to January 1, 2014 or the effective date of the 2013 Act 312 award, whichever is later.

Section 11:6 - Pension Continuation (Promotion out of the Unit)

Effective July 1, 1995, should a member of the bargaining unit be promoted to the position of Fire Chief, said member shall not suffer a reduction in pension benefits, but shall be entitled to receive and carry with him the pension benefits in effect at the time of promotion and thereafter receive pension benefit increases negotiated for bargaining unit members.

ARTICLE 12
PERSONNEL/DUTIES/PROMOTION

Section 12:1 - Call Back

All Fire Department employees off duty shall be required to report for duty as required by state statute with their company when notified; provided, however, that the Fire Chief or any other

authority shall not order any member to demonstrations such as strikes, riots or other civil disorders for purposes other than firefighting.

In the case of voluntary call back (when the Fire Chief or his assistant determines it necessary to call back a limited number of bargaining unit personnel to operate a spare piece of apparatus or a special need (haz-mat, dispatch, etc.), the shift coming on duty next will be called first by using lists generated by administration.

A list will be developed by the Fire Department and will be kept at Central Dispatch (911) to facilitate this call back. Call back shall be to replace employees as needed. Personnel reporting for duty shall be paid in accordance with Section 3:4.

Personnel required to operate and staff apparatus for special events shall be determined by the Fire Chief. An Officer or Acting Officer, a Driver or Acting Driver, and one or more Firefighters shall be assigned. Certain events may require a change to the number of required personnel. This change will be determined by the office of the Fire Chief.

No employee shall be required to respond to any fire alarm or otherwise to another community under any "Mutual Aid Pact" or like agreement between this municipality and such other community if such alarm or requested response is related to a labor dispute in such other community.

Section 12:2 - Duties/Rules/Regulations

After affording the Union an opportunity to negotiate with the City over any new rule or regulation, or amendment to an existing rule or regulation, dealing with the subject of position responsibilities, general work rules, and offenses and penalties therefore, the City may implement any such rule or regulation or amendment thereof. If, in the opinion of the Union, any such rule, or regulation, or amendment thereof is unreasonable, the Union may grieve the reasonableness of the rule or regulation or amendment thereof as well as its application by submitting it to arbitration under Step 3 of Article 9, Grievance and Arbitration procedure. No such rules or regulations shall become effective until at least thirty (30) days after announcement.

This Agreement shall supersede any rules or regulations inconsistent herewith.

Section 12:3 (1) - Fire Suppression

A. All promotions shall be made from the grade or rank next in line, and all promotions shall be made upon seniority and ability to perform the duties of that rank. Seniority shall be department-wide and not company to company.

B. A condition of promotion is that all newly promoted officers and Engineers be evaluated every thirty (30) days during their trial period by their immediate superior officer, and such evaluation be reduced to writing and placed in their personnel file.

C. Job vacancies shall be posted for a period of six (6) working days for the position of Engineer and Firefighter, setting forth the requirements for the position on the bulletin boards on which the seniority list is posted in the various stations. Employees who may be interested shall apply in writing within the posting period and said qualified employee shall be granted up to six (6) months as a trial period to further determine his ability to perform the job. During the six (6) month trial period, the employee may request to revert back to his former classification, if open. If during the six (6) month trial period the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Union, in

writing, by the City with a copy to the employee.

In regard to the posting of job vacancies, any employees who may be on paid leave, or for any reason would not normally see the posting within the prescribed time shall be notified in writing by the chief or his assistants. The employee shall then have six (6) days from the date the letter is postmarked to apply for said position.
Job vacancies for the positions of Captain and Lieutenant will be done by personal contact. The office of the Fire Chief will personally contact the suppression Captains or Lieutenants involved and record the response to the Captain or Lieutenant called for the job vacancy. The response, either acceptance or denial, will be witnessed and recorded in writing by a second party.

D. In the event that a station or company is closed, or there is a reduction in manpower, or a reduction in rank, employees may be reduced in rank in inverse order of their seniority within the bargaining unit and returned to their former rank.

Section 12:3 (2) - Fire Officers and Administrative Positions

A. The City and the Union are committed to the maintenance and advancement of a qualified, experienced and dedicated Fire Department. It is recognized that effective fire service depends upon capable leadership at all levels of command. In an effort to improve and maintain these levels of command, the City and the Union agree that to be promoted to the permanent rank of Lieutenant, the applicant shall have successfully completed the course work required for the Michigan Fire Fighters Training Council Fire Officer I. It is further agreed that to be promoted to the permanent rank of Training Officer or Captain, the applicant shall also have successfully completed all of the course work required for Fire Officer II. In order to be promoted to the permanent rank of Fire Marshal, the applicant shall have completed all of the course work required for Fire Officer III. Once these requirements have been met, the promotions will be made in accordance with Section 12:3 (1) A. All employees presently in the above ranks shall be grandfathered in that position.

Fire Officers at all levels shall maintain the requirements for the preceding rank.

B. The positions of Fire Marshal, Training Officer, and Fire Awareness Officer shall not be eligible for promotion or transfer to other rank, it being determined that it is in the best interest of the City that said positions be permanently filled.
Promotions for such administrative positions shall not be limited to any grade or rank provided the employee meets the requirements stated in Section 12:3(2)A.

Job vacancies for administrative positions, shall be posted for a period of six (6) working days, setting forth the requirements for the position on the bulletin boards on which the seniority list is posted in the various stations. Employees who may be interested shall apply within the posting period.

In regard to the posting of job vacancies, any employees who may be on paid leave, or for any reason would not normally see the posting within the prescribed time, shall be notified in writing by the Chief or his assistants. The employee shall then have six (6) days from the date the letter is postmarked to apply for said position.

C. An employee promoted to any of the positions named above shall be subject to a probationary period of six (6) months. During this probationary period, the Fire Chief may, upon affirmative proof that the employee is not capable of performing the duties and responsibilities of the position, remove the employee from that position. The reasons for removal from the position shall be furnished to the employee and the Union in writing. An

employee removed from or voluntarily resigning from any of the above named positions shall be returned to his former position. The wages and benefits of the promotion position shall be paid during the probationary period for as long as the employee occupies the position.

For Administrative positions, after said probation, the appointment shall be permanent; provided however, where for medical or other reasons the officer is unable to perform the duties of his position and on the signed written application of the officer, and where recommended by the Chief, or on charges preferred as provided by this Agreement, the City Manager shall authorize a return to his former rank when a vacancy exists, on the following conditions:

1. That said transfer is not detrimental to the department and will not cause inconvenience or disruption.

2. That a trained, qualified replacement is or will be available within the department within six (6) months.

3. That said transfer not be effective until replacement is conditionally appointed.

D. All costs, fees, and expenses to maintain and administer the promotional system shall be borne by the City.

Section 12:3 (3) - Driver/Engineer

In order to be promoted to the position of Driver/Engineer, the candidate shall be approved to drive and operate all apparatus that are currently in service, including spare apparatus.

Bargaining unit members called back from layoff shall be given six (6) months from date of call back to get checked off on any new equipment.

Section 12:3 (4) - Fire Awareness

Fire Awareness Officers shall have completed the course work required for Michigan Fire Fighters Training Council Fire Officer I. Additionally, Fire Awareness Officers are required to obtain certification as a fire inspector within one (1) year of appointment. All costs of training to meet the above requirements shall be paid by the City.

Vacancies in the Fire Awareness Unit shall be first filled from the ranks of those current employees who meet both the above-described eligibility requirements as well as the conditions imposed by the job description - - on a seniority basis. If no qualified replacement is available as a result of such process, then the vacant position will be filled from outside of the Department.

Section 12:3 (5) – Officer Development

In addition, to maintaining officer status, the following annual continuing education requirements must be met. Captains and the Assistant Chief/Training Officer must attend outside training equivalent to 1 credit hour (15 contact hours). Training must be assigned by the Fire Chief and be commensurate with the responsibilities of the position. The City will pay all reasonable expenses associated with continuing education. Overtime for non-exempt positions (as defined by the FLSA) will be paid for all classroom hours scheduled outside of scheduled work hours. All attempts must be made to attend classes during normal work hours in order to keep costs as reasonable as possible.

Lieutenants and Drivers must maintain their approval to drive apparatus by demonstrating proficiency on all Department apparatus annually. The standards to be established and utilized for such driving proficiency exams shall be mutually agreed to in advance by the City and Union.

The Assistant Chief/Fire Marshall and Fire Awareness officers shall attend continuing education courses in order that they maintain state certification as a fire inspector. Training must be approved by the Fire Chief and be commensurate with the responsibilities of the position. The City will pay reasonable expenses associated with continuing education. Overtime for non-exempt positions (as defined by the FLSA) will be paid for all classroom hours scheduled outside of scheduled work hours. All attempts must be made to attend classes during normal work hours in order to keep costs as reasonable as possible

Section 12:4 - Seniority

Seniority is hereby granted to all employees of the City within the bargaining unit.

Seniority in the case of the regularly employed Firefighter is to be determined on the basis of the employee's last date of hire on the Fire Department and shall not be affected by race, sex, marital status or dependents of the employee.

There shall be no replacement of regularly employed workers by temporary employees, seasonal employees, or persons on relief rolls.

A. Seniority List - at the date of execution of this contract, the City will furnish to the Union a seniority list that is up to date and which will show the individual employee's hiring date, their name, their seniority period and birth date. This roster shall be furnished annually on or about July 1. Said seniority list will be posted on bulletin boards provided by the City in each station, so that each employee may know his seniority, and the City shall furnish the Union President the same list at the Union's request. If the seniority date posted is not contested by either party within thirty (30) days, then said date of seniority is to be presumed conclusively correct (after posting).

B. Loss of Seniority - an employee may lose his seniority for the following reasons only

1. He voluntarily quits City employment.

2. He is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement, or by other provisions of this Agreement he is discharged and said discharge is not reversed.

3. If he retires.

C. Layoff - Any lay off of employees shall always be made in inverse order of their seniority within the bargaining unit, and, in any event, no permanent employee shall be laid off from any position while any temporary employee or seasonal employee is still employed in the same position.

The department head shall give written notice to the permanent employee and the Union on any proposed layoff in his department. Such notice shall state the reasons therefore and shall be submitted at least thirty (30) calendar days before the effective date thereof.

Permanent employees to be recalled from layoff shall be called on the basis of their seniority as hereinbefore provided and the City shall notify them by certified mail, return receipt

requested, of the recall. The employee shall be allowed three (3) work days to respond after notice has been sent by certified mail to the last known address. Employees who decline recall or who, in the absence of extenuating circumstances, fail to respond as directed within the time allowed shall be presumed to have resigned and their names shall be removed from the seniority and preferred eligibility list.

Section 12:5 - Temporary Transfers from Extended Leaves

The Firefighters, Local #116, agree to cooperate on defining additional duties to be performed.

The following policy is in effect pertaining to the subject of transfers and overtime as it pertains to the subject of transfers:

Anyone returning from: (1) an extended period of illness, (2) leave of absence, (3) temporary transfer to another station other than Central Fire Station (extended period is defined as anything of thirty (30) days and over duration), is to be "averaged" into the number of transfers of the personnel grouped into the category that normally transfers from station to station other than Central Fire Station, e.g., if the average number of transfers are twenty-five (25) for the compliment of personnel who normally perform this duty, then the personnel returning to duty after being off for the defined extended period of thirty (30) days or over, and only any of the above mentioned three (3) reasons, is to begin his transfer duties at the average of twenty-five (25).

ARTICLE 13
TRANSFERS

Section 13:1 - Authorization/Permanent Transfers

A. The Fire Chief shall have the authority to transfer bargaining unit members of the Public Safety Department at such times as he deems expedient and beneficial to the individual members of the department as a whole i.e., such as times when it is apparent that there is a conflict of personalities and a transfer to another station would be beneficial.

B. Transfers shall not be used as harassment for Union activity.

C. Shift and station preference shall be granted on the basis of seniority with the department. Shift and station preference shall be in order only when a vacancy exists and is defined as a transfer made at the request of the employee to work on another shift or in another station.

D. No member shall suffer any loss of seniority or rank due to a transfer.

E. Transfers made under this section shall not be of an arbitrary nature and may be subject to the grievance procedure.

Section 13:2 - Temporary Transfers

A. Temporary transfers are to be defined as those of short duration [over a vacation period (23 calendar days) but less than six (6) months] involving illness, service incurred injury, authorized leaves of absence or extended vacation. The six (6) month period may be extended by mutual agreement of both the City and the Union.

B. The City may temporarily transfer a bargaining unit member to balance out the shifts. The company, station, shift, and number of days for the position to be filled, shall be posted for six (6) calendar days. In the event that the vacancy is not voluntarily filled and the situation involving temporary transfer is not specifically addressed in daily transfer language, the Fire

Chief and/or designee may transfer a member based on operational efficiency and the position vacancy.

Section 13:3 - Daily Transfer of Officers

A. When a company will be out of service, the Fire Chief and/or designee may transfer the Officer involved to assume the duties of an Officer on the same shift who is absent.

B. Officers shall not be transferred from shift to shift unless a permanent position exists, and is requested by the Officer.

C. In the event that an off duty Officer is scheduled to work overtime, the Fire Chief and/or designee may assign the off duty Officer to assume the duties of an Officer who is absent.

D. In the absence of a Captain, a Lieutenant shall be assigned to the rank of Acting Captain.

E. When the situation arises that an Acting Captain is needed at Station #1, a Lieutenant from another station will be called in to act as Captain. A city-wide list will be maintained for this purpose and credit will be given on a day to day basis. All transfers shall be in turn and divided equally among all Lieutenants. This paragraph shall have preference over Section 13:5(A).

Section 13:4 - Daily Transfer of Engineers

A. In the absence of the company officer, the regularly assigned Engineer of that company will be transferred to the officer's position to assume command of that company.

B. When the situation arises within a company where both the company officer and regularly assigned Engineer are absent, an Engineer from another company will be transferred from a city-wide list to assume command of that particular company. This shall be on a day-to-day basis and credit will be given on the transfer list.

C. A city-wide transfer list shall be maintained by the Fire Department. All transfers shall be in turn and divided equally among the Engineers.

D. When a company will be out of service, the Fire Chief and/or designee may transfer the Engineer involved too assume the duties of an Engineer who is on authorized sick leave or vacation.

E. The Fire Chief and/or designee may transfer an Engineer based on operational efficiency and the position vacancy.

Section 13:5 - Daily Transfer of Firefighters

The Fire Chief and/or designee may transfer Firefighters to meet legitimate operational needs and such transfer shall not be done arbitrarily or capriciously.

Section 13:7 - Transfer Lists

A. The following lists will be recorded by the City:

1. A list to evenly distribute transfers of Engineers to another station to assume the rank of Acting Lieutenant.

2. A list to evenly distribute transfers of Lieutenants to another station to assume the rank of Acting Captain.

B. In regard to any of the above mentioned transfer lists, anyone returning from: (1) an extended period of illness, (2) leave of absence, (3) temporary transfer to another station is to be averaged into the number of transfers of the personnel grouped into that category. Extended period is to be defined as anything of thirty (30) days and over duration.

C. Anyone being moved from one shift to another, either because of promotion or transfer, is to be averaged into the number of transfers of the personnel grouped into that category.

D. All transfer lists in the article are to be made available to Union officers and stewards for inspection at their request. All questions concerning transfers shall be made before 9:00 a.m. After that time, the work list shall be deemed to be in effect.

ARTICLE 14
REPRIMANDS/DISCIPLINE/PUNISHMENT

No employee shall be removed, discharged, reduced in rank or pay, suspended or otherwise punished except for just cause. Any Firefighter subject to discipline may be suspended immediately by the Chief or Public Safety Director/Public Safety Deputy Director; however, within twenty-four (24) hours, a written notification from the Fire Chief or Public Safety Director/Public Safety Deputy Director with reasons for the suspension will be forwarded to the Union and the employee.

ARTICLE 15
FOOD ALLOWANCE

Effective July 1, 2005, a food allowance of $900 per year shall be paid to all fire suppression personnel. Effective July 1, 2007, the allowance shall be $1,000 per year. Effective July 1, 2014 the allowance shall be $750. The food allowance shall be paid in September. The sum shall be pro-rated for personnel having worked a fifty-six (56) hour week during the fiscal year and have retired or deceased, in which case the benefit is to be paid to the retiree or beneficiary.

ARTICLE 16
DOMICILE

A. Domicile is defined as the established, fixed, permanent, ordinary dwelling place, and place of residency.

B. Employees shall notify the Fire Chief and the Human Resources Department, in writing, of any change of domicile address and/or telephone number within ten (10) calendar days of such change. A post office box number is not acceptable in lieu of such address.

C. The City has no residency requirement for unit members.

ARTICLE 17
CONTINUING EDUCATION

Upon approval by the Director of Human Resources/City Manager and dependant upon the availability of funds, an employee may attend a course of instruction at an accredited post-secondary public educational institution on his/her own time, subject to the following terms and

conditions:

1. The cost of tuition and required textbooks, excluding any additional course fees, shall be reimbursed to the employee upon satisfactory completion of course requirements evidenced by documentation indicating the receipt of a passing grade of "C" (2.0) or better. In the event of a "pass/fail" grading option, an employee must select and pass under a numerical or letter grade format if such option is available. If only the "pass/fail" option is available, an employee must receive a "passing" designation to qualify for reimbursement. The rate for tuition reimbursement shall be equivalent to current tuition rates established for Saginaw Valley State University.

2. Eligible courses of instruction shall be those job-related, undergraduate courses or degree programs, whose content is relevant to the employees current or predictable future job responsibilities. Where degree programs allow for electives, such electives are to be chosen with emphasis on job relevance. Also, where alternative courses of study differ substantially in cost, but achieve the same learning objective, the employee shall choose the more economical alternative.

3. Wherein the interpretation of the courses "relevance" or relationship to job requirements is at issue, the City Manager shall make the final determination. Such determination is then subject to the Grievance Procedure.

4. For employees to be eligible for tuition and textbook reimbursement, approval for course enrollment must be received, in writing, in advance, from the Fire Chief.

5. Upon satisfactory completion, the City will reimburse the employee the cost of tuition only for public educational institutions. If employee attends a private educational institution, reimbursement would be up to the cost for a public institution and the employee would be responsible for the difference.

It is the mutual understanding of the parties hereto that this section will become null and void in the event that the City becomes liable for the payment of any overtime or other costs other than tuition and textbooks, as a result of any of the provisions of this Article, under the State or Federal Fair Labor Standards Act governing Firefighters.

ARTICLE 18
PHYSICALS

Those employees whose job responsibilities include and require certification or accreditation as Hazardous Material Technicians or Specialists, shall be required to both take and successfully pass a baseline physical examination in keeping with the frequency and other requirements of the then-applicable law(s) governing such certification or accreditation. The content of the baseline physical exam will be determined by mutual agreement of the City and Union.

The results of the physical exam will be confidential and a copy mailed to the employee. The City will be sent a letter simply stating "yes" or "no" as to whether the employee is able to perform at Hazardous Material Technician level or above.

The above mentioned baseline physical exam will be made available once to all other members of the bargaining unit on a voluntary basis.

Newly hired employees, and present members who later decide to have a baseline physical exam, will be provided the opportunity at the time of the bi-annual exams of the Hazardous Materials Team members. The results of the baseline physical exam will be confidential and a

copy will be mailed to the employee.

The City shall pay only the out-of-pocket costs associated with such physical examinations.

ARTICLE 19
GENERAL

Section 19:1 - Void Provisions

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

Section 19:2 - Safety Committee

It is agreed that a Safety Committee made up of an equal number of Union and management employees will be formulated. The Committee shall meet, study, select, and make recommendations as to the purchase of new safety equipment and the need for replacement of equipment in use by bargaining unit members.

ARTICLE 20
EMERGENCY FINANCIAL MANAGER

This Agreement adopts by reference any terms and conditions imposed under Act 436. The inclusion of this language or any language required under Section 15(7) of the Public Employment Relations Act does not constitute an agreement by the Union to the substantive or procedural content of the language. In addition, inclusion of the language does not constitute a waiver of the Union's right to raise Constitutional and/or other legal challenge (including contractual or administrative challenges) to the validity of: (1) appointment of an Emergency Manager; (2) PA 436 of 2012, as amended, (Local Financial Stability and Choice Act) ("the Act"); or (3) any action of an Emergency Manager which acts to reject, modify or terminate the collective bargaining agreement. This Section shall immediately become null and void if that Act is stayed, reversed in a referendum, or ruled unconstitutional or reversed in a final decision by the Michigan Supreme Court, the Michigan Court of Appeals or federal court.

ARTICLE 21
WAIVER

The parties acknowledge that during the 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 the Union for the life of this Agreement each voluntarily and unqualifiedly waive 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 in this Agreement except for any discussions, negotiations, or arbitration contemplated by Article 1, Section 8 of this Agreement. This provision is subject to the express terms of this Agreement, including but not limited to, Article 1, Section 8 of this Agreement.

ARTICLE 22
DURATION

This Agreement shall be in effect July 1, 2013, and shall remain in force and effect through and including December 31, 2017. The parties agree to undertake negotiations for a new Agreement for succeeding periods according to the following timetable:

A. Submission of Union's demands – on or about July 15, 2017
B. Submission of City's demands – on or about July 15, 2017
C. Negotiations to start – on or about August 15, 2017
D. Desired conclusions of negotiations – on or about November 15, 2017

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 pending agreement upon a new contract. All provisions of the new contract shall be retroactive to the expiration date of the present contract, except where prohibited by Public Act 54 of 2011 or other law.

A modification to this Agreement, except for economic items, may be accomplished by mutual consent of both parties hereto during the term of this Agreement.

Witnesses:

International Association of Firefighters, Local #116:

Christopher Reynolds, President

Kurt Wagner, Vice-President

City of Bay City, Michigan:

Dana L. Muscott
Acting City Manager/City Clerk

Gregory D. Talicska
Director of Human Resources

Michael Cecchini
Public Safety Director

Karey Prieur
Fire Chief

Witness

Christopher Shannon, Mayor

Witness

Jamie McFarland, Acting City Clerk

APPENDIX A
WAGE SCHEDULE
IAFF LOCAL #116

Wage Increase Effective Date	0% 7/1/2013	1.50% 7/1/2014	0% 7/1/2015	1.50% 7/1/2016
Assistant Chiefs (40 Hour)	$32.11 $66,788.80	$32.59 $67,790.63	$32.59 $67,790.63	$33.08 $68,807.49
Fire Awareness Officer (40 Hour)	$25.38 $52,794.56	$25.77 $53,603.03	$25.77 $53,603.03	$26.16 $54,407.08
Captain (56 Hour)	$19.99 $58,223.98	$20.29 $59,097.34	$20.29 $59,097.34	$20.60 $59,983.80
Lieutenant (56 Hour)	$19.04 $55,451.41	$19.33 $56,283.18	$19.33 $56,283.18	$19.62 $57,127.43
Engineer/Driver (56 Hour)	$18.14 $52,794.56	$18.41 $53,603.03	$18.41 $53,603.03	$18.68 $54,407.08
Firefighter (48 mo) (56 Hour)	$17.78 $51,775.36	$18.05 $52,551.99	$18.05 $52,551.99	$18.32 $53,340.27

Base wages for beginning Firefighter through 48 month Firefighter includes 1.5% for EMT certification.

The Fire Awareness Officer is a forty (40) hour classification subject to all terms of the present contract between the City of Bay City and Local #116. New hires in the Fire Awareness Unit shall be classified as a Firefighter in rank.

Should the City assign a Local #116 employee into the Fire Awareness unit due to a light duty medical restriction, the employee shall retain his current base pay rate up to and including the rank of Engineer. While in such light duty status, the employee shall receive benefits of forty (40) hour personnel in lieu of fifty-six (56) hour benefits. All such assignments must be approved by the Fire Chief and the Director of Human Resources.

APPENDIX B
SICK LIST

Article I - Name and Purpose

This organization shall be formed for the purpose of providing any member in good standing, in the event of his illness or injury (injuries covered only when the injury is not compensable under the Compensations Acts of Michigan), and after all his accredited sick time as computed by the City is used up, that the brother members shall work a twelve (12) hour shift in his place, and to perform all duties required, in regular turn, until such member or members are able to return to work. The total length of time to be worked shall not exceed a period of ninety (90) twenty four (24) hour working days
for the same illness or injury, unless the same injury or illness recurs after a period of one (1) year and the member has worked in his regular position during that period.

Article II - Working Procedure

Section 1. Each member shall work when his turn comes up for any sick member regardless of the day or time; however, trading of time will be allowed. At all times the member whose turn it is to work shall have the sole responsibility of filling the vacancy. When the Sick List is in operation, it shall be the duty of every member to report for duty at his appointed time.

Section 2. In order that every member will work an equal amount of time, the members shall work in this manner: Each member of the "A" shift shall work one (1) twelve hour shift and upon completion of the "A" shift the "B" shift shall work the same procedure; then follows the "C" shift. Upon completion of the "C" shift, the "A" shift shall begin again and continue in this manner until the member has returned to duty or the ninety (90) twenty four (24) hour days has elapsed. The term "twelve hour days" applies to those under the three platoon system, but members of the department working the forty (40) hour week shall be required to work an eight (8) hour day when their turn comes up on the scheduled roster and they will, whenever possible, perform their regular duties. They may, at their request, work a regular twelve (12) hour shift "off the floor" at the discretion of the secretary and if their status in the department permits. It being impossible for the members to work a forty (40) hour week and in the event a forty (40) hour member is off under the benefits of the Sick List, that member is transferred, in effect, to a fifty-six (56) hour week and the members work in the usual manner.

The procedure will be followed regardless if there is more than one (1) member sick at the same time.

Section 3. The working list shall proceed for each shift in the following order: the highest ranking officer, a prorated number of the forty (40) hour personnel "A" shift- Fire Awareness Officers (2); "B" shift-Fire Marshal; "C" shift - Training Officer The remainder of the fifty-six (56) hour personnel shall be as follows: No. 1 Aerial, No. 1 Engine, No. 2 Engine, No. 4 Engine, and No. 5 Engine. Members position on the list shall be as follows: Captains or Lieutenants, Engineers, Ladderman or Pipeman with the last two named those with the most service shall precede the lesser. When members change from one shift to the other, they shall take the relative position on the list that is held by their company so that all members of the company shall follow in order; however, members changing shifts shall fulfill any obligation due to the working list and that they are required to change shifts, they shall be held responsible to the turn that has been scheduled for them, but if the member fulfills his obligation at the shifting he shall automatically be eliminated from his next turn. In the case of irregularities, the committee members shall determine the fairest procedure to use.

Article III - Officers and Elections

Section 1. Establish a new standing committee of Local #116 to be known as sick list committee.

Section 2. The members of this committee shall be elected at large by a plurality vote at the election of Officers meeting of the Local. One member from each fire suppression classification and one Forty (40) hour member.

Section 3. Within thirty (30) days following the election the Sick List committee shall meet to elect a Chairman and a Secretary-Treasurer. The President of the Union shall set the first meeting date.

Section 4. The treasury of the Sick List, as it now stands, shall remain intact and be the sole responsibility of the Sick List Committee.

Section 5. Because of the time limit, if the proposed bylaws shall pass, the present Sick List representatives shall meet to select a Chairman and Secretary-Treasurer.

Article IV - Duties of Officers

Section 1. It shall be the duty of the Chairman to call and preside at all meetings. He shall provide our financial status to any member upon request. He shall be notified by voucher, signed by the Secretary-Treasurer, of any monies withdrawn from the Sick List Committee's account. The Treasurer shall be available when requested to make withdrawals and he shall make all payments to the payee. He shall record and file all his transactions for future reference.

Section 2. It shall be the duty of the Secretary-Treasurer to attend all meetings and to conduct such secretarial business as required. (To supply the work list to all stations and keep same in proper order). He shall also preserve the records of all members past and present. It shall be the duty of the Secretary-Treasurer to take full charge of
the sick list when the roster is in operation. (To make out a working list as far in advance as possible and to make such changes necessary in the event such changes occur).

Article V - Meetings

A meeting of the governing body shall be called by the Chairman at the request of any three (3) Committeemen. At all meetings, the majority vote cast shall rule.

Article VI - Membership and Initiation Fees

Section 1. All members of the Bay City Fire Department, provided that they shall have served a minimum of thirty one (31) days of service shall be eligible for membership, except those whose rank is such that it is impossible for this organization. However, for the protection of this organization, no applicant shall be eligible to membership without the approval of the majority of the governing body.

Section 2. Each applicant upon joining this organization shall pay to the Secretary- Treasurer the sum of six and 50/100 dollars ($6.50) upon application. If any member refuses to work for a sick member, he shall forfeit the sum of money invested and be expelled from the organization.

Section 3. In case of a member failing to work his turn, the man filling in will be paid at the prevailing wage at no overtime rate. The member failing to work his turn must pay the full

amount in order to be reinstated.

Section 4. Reinstatement requirements are: the amount of six and 50/100 ($6.50) dollars be paid as entrance fee plus the amount needed to reimburse the Sick List treasury for the monies paid to the member who was paid to work that turn. The grace period to allow the expelled member to regain membership to the Sick List shall be determined by the majority members of the governing board.

Article VII - General

Section 1. This organization shall reserve the right to call its own doctor to examine any sick member at any time. If he disputes the opinion of the personal physician, a third doctor may be called and his decision shall be final and accepted by both parties. Any charges for the doctor's fee shall be payable by the sick member. A sick certificate shall be produced by the sick member at least once a month, or at the discretion of the sick committee. The Chairman shall appoint three (3) of the Committeemen to investigate doubtful cases and the majority vote of this committee shall determine if the second doctor is to be called to examine the sick member.

Section 2. In the event the sick member does not have at least four (4) twenty-four (24) hour days of sick time allowed by the City, the Sick List shall not begin working for the member until four (4) twenty-four (24) hour working days have elapsed. All sick time from the City must be used before the Sick List shall operate. After the Sick List begins to operate, the City allowed sick time that may accumulate shall be used at the rate two (2) twelve (12) hour days immediately as this time is accumulated; that is, bimonthly.
Regularly scheduled vacation time shall take precedence over the Sick List scheduling. Vacation time or bonus vacation time cannot be used to make up the necessary four (4) twenty-four (24) hour working days prior to the Sick List operating. The four (4) days may be worked by volunteers to cover, but time will have to be paid back by the sick

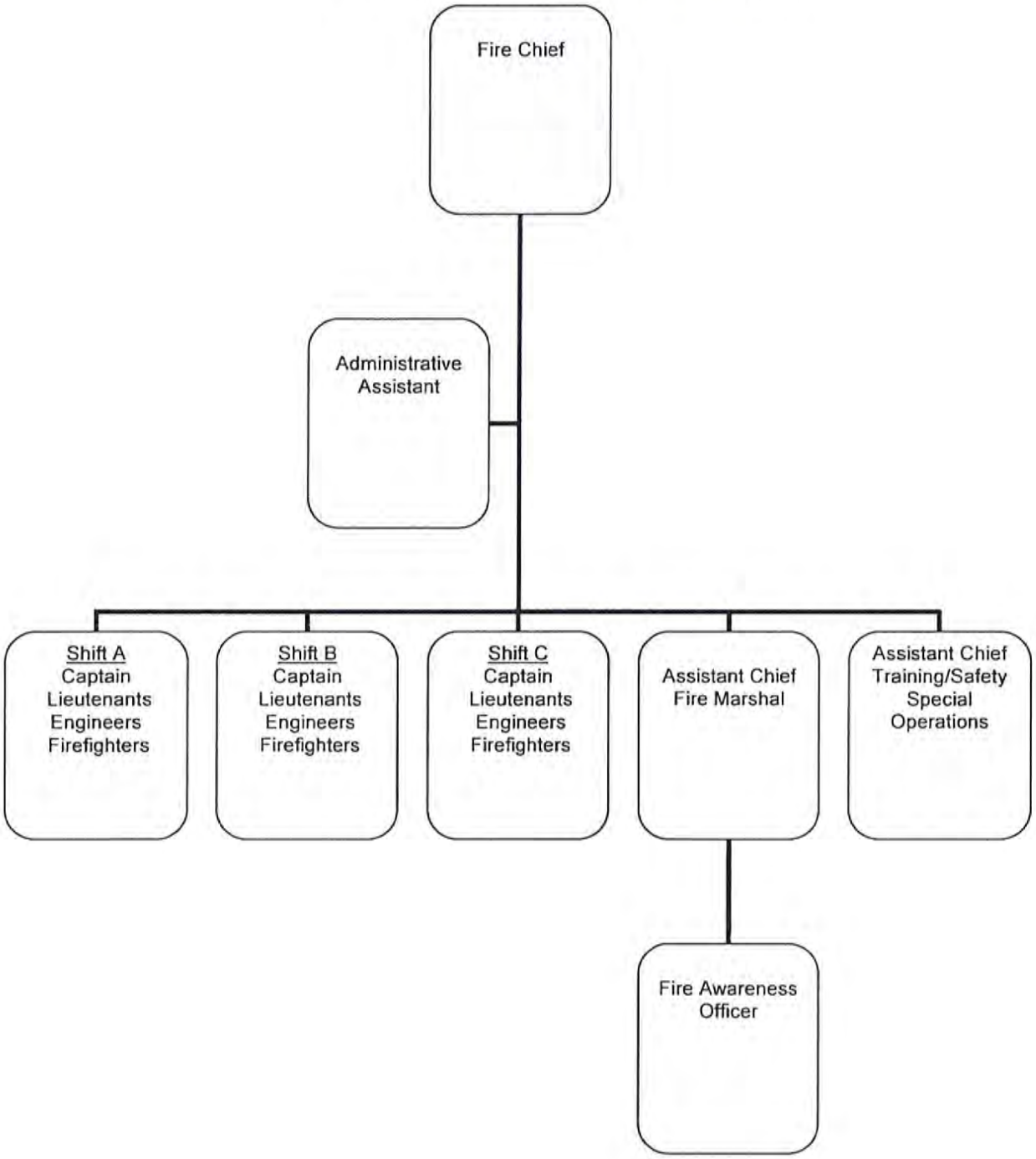
member under the mutual working agreement. This in no way obligates the Sick List to assume responsibility to guarantee the volunteered time will be paid by member benefiting.

Section 3. No applicant shall be accepted into the organization until they have admitted in the presence of three (3) members that they thoroughly understood the contents of these rules and they will abide by them.

Section 4. No one shall be able to claim time and one-half pay either while working for the Sick List or while staying in for a member until he can report for duty for a sick member.

Section 5. The Sick List Committee recommends that in the event the Sick List is operating for a member for a long period of foreseeable time that the Chief of the Fire Department, at his discretion, may transfer a member of one of the other shifts to a temporary period of time to that shift so the total number of working members be on a more equitable basis.

Section 6. During the time the Secretary-Treasurer is in this office, he shall be exempt from working the Sick List roster and will still retain all benefits the Sick List may provide.

Section 7. When it is apparent a bonus vacation day will be lost at the end of the calendar year, it shall be mandatory to use the bonus days in lieu of Sick List working, with provision that two (2) twelve (12) hour days may be carried over to the next calendar year.

APPENDIX C
Fire Department Organizational Structure