

AGREEMENT BETWEEN
THE CITY OF YPSILANTI
AND
YPSILANTI FIREFIGHTERS' ASSOCIATION
FOR
CONTRACT YEAR COMMENCING
JULY 1, 2012
CONCLUDING JUNE 30, 2017

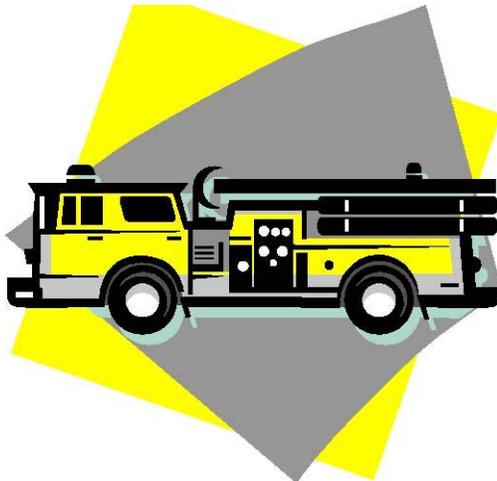


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This agreement entered into September 30, 2013, effective July 1, 2012, between the City of Ypsilanti, a municipal corporation, hereinafter called the City and Local #401 of the International Association of Firefighters, also known as the Ypsilanti Firefighters' Association, hereinafter called the Union.

The life of this contract shall be for a period of five (5) years; termination date June 30, 2017.

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

ARTICLE 1 - PURPOSE AND DEFINITIONS

SECTION 1. PURPOSE

The parties hereto have entered into this agreement pursuant to the authority of ACT 279 of the Public Acts of 1965, 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 firefighting service; and to provide an orderly and equitable means of resolving future differences between the parties.

SECTION 2. DEFINITIONS

A. "City" shall include the Fire Chief and/or the City Manager and their designees acting for the City in their respective capacities as provided for in the City Charter.

B. "Union" shall include members, representatives and elected officers of the Ypsilanti Firefighters Association, Local #401 and affiliate. Whenever the singular is used, it shall include the plural.

C. "Employee" shall refer to all employees of the Fire Department except Fire Chief and Assistant Fire Chief, clerical staff and janitorial, if any.

D. "Employer" may be interchanged throughout the contract with the word "City."

E. "Duty Day" shall refer to a twenty-four (24) consecutive hour platoon shift.

F. "Work Day" shall refer to an eight hour (8) consecutive non-platoon shift.

ARTICLE 2 - COVERAGE AND MAINTENANCE OF CONDITIONS

SECTION 1. COVERAGE

This agreement shall be applicable to all employees of the Ypsilanti Fire Department as defined in Article I, Section 2 (C).

SECTION 2. REDUCTION IN BENEFITS

No employee shall suffer a reduction in benefits as consequence of the execution of this agreement, unless specifically set forth in this agreement.

SECTION 3. PREVAILING RIGHTS

All rights, privileges, and working conditions enjoyed by the employees at the present time, which are not included in this Agreement shall remain in full force, unchanged and unaffected in any matter, during the term of this agreement unless changed by mutual consent or according to the proceedings contained in Section 4.

SECTION 4. PAST PRACTICES

Both 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 the City desires to change any claimed understanding, agreement, or past practice during the life of this Agreement, which is not covered by this Agreement, the parties shall meet at a mutually convenient time to discuss the problem and negotiate a mutually satisfactory conclusion.

If the parties are unable to reach agreement the dispute shall be submitted to arbitration under Step 5 of the Grievance and Arbitration provision of this Agreement within thirty (30) days of their initial meeting. The Union shall have the burden of proving a past practice. If the Union meets this burden of proof the City shall prevail only if the City can show fair and reasonable justification for the change.

The same arbitrator in the same arbitration proceeding shall hear the entire dispute under this paragraph. During the pendency of proceedings both before and during arbitration, the claimed existing practice shall not be changed by action of either party without the consent of the other, but a party may so consent without prejudice to its rights or position in arbitration.

SECTION 5. DEPARTMENTAL RULES, REGULATIONS AND POLICIES AND PROCEDURES

The employer shall keep the Union apprised of Departmental rules and regulations, City wide policies and procedures pertaining to the Employees covered under this agreement. In any direct conflict between these rules, regulations, policies and procedures and this contract agreement, this contract agreement shall prevail. (Refer to Article 20, Section 1 – Discipline & Discharge)

SECTION 6. WORK STOPPAGE

A. The Union agrees that during the life of this agreement neither the Union nor its officers or agents will authorize, instigate, aid, condone, or engage in a strike, slowdown, or other interference with the Employer's operations. The Employer agrees that during the same period there shall be no lockouts.

B. It is further agreed that engaging in or instigating any strike, slowdown, or other material interference with the essential firefighting operations of the Fire Department is just cause for discipline as stated in the Public Employment Relations Act, Act 336 of the Public Acts of 1947, as amended.

SECTION 7. WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in the 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 understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Employer and the Union, for the life of this agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered by this agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both parties at the time they negotiated or signed this agreement.

ARTICLE 3 - RECOGNITION

SECTION 1. GENERAL

The City recognizes the Union as the sole and exclusive bargaining representative of the employees of the Fire Department of the City of Ypsilanti, Michigan, for purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of

employment.

SECTION 2. EMPLOYEE'S RESPONSIBILITY

Any employee who is not an association member and who does not make application for membership, shall, as a condition of employment, pay to the association a collective bargaining service fee proportioned to the collective bargaining and administration of contracts, the amount of which fee the union shall certify to the employer. Employees who fail to comply with this requirement within thirty (30) calendar days following the effective date of this agreement or the beginning of their employment, whichever first occurs, shall be discharged by the employer. Termination penalty for delinquency in paying dues; Employees shall be deemed to be members of the union or agency within the meaning of this section if they are not more than sixty (60) days in arrears in payments of membership dues or service charge. No employee shall be terminated under this section unless the union first has notified the employee, by registered letter, explaining that he or she is delinquent in not tendering either periodic and uniformly required union dues or service charge and specifying the sixty (60) day delinquency, and warning him or her that unless such dues or service charge is tendered within thirty (30) calendar days, he or she will be reported to the City for termination as provided in this article, and the Union has furnished the City with written proof that the procedure provided above for notification to the employee has been followed or has supplied the City with a copy of the letter sent to the employee and notice that he or she has not complied with the request. The Union must specify further, when requesting the City to terminate the employee, the following by written notice: "The Union certified that (name) has failed to tender either the periodic and uniformly required Union dues or service charge required as a condition of employment under the collective bargaining agreement, and that under the terms of the agreement, the City shall terminate the employee."

The dues aforementioned are due and payable as of the date of the signing of this agreement.

The Association shall defend, indemnify and save the City harmless against any and all claims, demands or suits arising out of this article.

ARTICLE 4 - DUES DEDUCTION

SECTION 1. DEDUCTION PROCEDURE

The City shall deduct, as dues, from the pay of each employee when it receives an authorization from said employee for the payment of union dues, fees and assessments. Such deductions, accompanied by a list of employees from whose pay they have been deducted and the amount deducted from each; and also, a list of employees who had authorized such deductions and from which no deductions were made along with the reasons therefore, shall be forwarded to the Union office within thirty (30) days after such collections have been made.

SECTION 2. AMOUNT OF DUES

The monthly dues shall be a flat dollar amount as opposed to a percent of salary.

The local treasurer shall provide any dues amount changes to the city Finance Department, with a copy to the Human Resources Department, within 30 days of the effective date of the change.

SECTION 3. HOLD HARMLESS CLAUSE

The Association shall defend, indemnify and save the City harmless against any and all claims, demands or suits arising out of this article.

ARTICLE 5 - OTHER AGREEMENTS AND ORGANIZATIONS

SECTION 1. OTHER AGREEMENTS AND ORGANIZATIONS

The City shall not enter into any agreements with its employees individually or collectively or with any other labor organization which in any way conflicts with the provisions hereof.

SECTION 2. MUTUAL AID TO OTHER UNIONS

The employees of the Ypsilanti Fire Department will not be required to supplant the services of other communities when it has been made known that said community is involved in a labor dispute which has resulted in actual work stoppage by their firefighters. In the event of a major disaster such as great conflagration, riot, flood, epidemic of pestilence or disease or necessary absence of regularly employed firefighters due to military service, occurs, this provision shall not remain in effect.

ARTICLE 6 - RIGHT TO MANAGE

The City on its behalf and on behalf of its electors hereby retains and reserves unto itself, without limitation, except issues covered by law, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and constitution of the State of Michigan and of the United States. Further, the City reserves unto itself all rights which are inherently and ordinarily vested in an exercised by the employers, unless specifically limited by a provision of this agreement; however, this section shall not be considered to increase any power or right in the Union or to in any way limit or decrease any right or powers of the City inherent rights to manage and direct its affairs.

ARTICLE 7 - UNION ACTIVITIES

SECTION 1. DISCRIMINATION

The employer agrees not to discriminate against any employee for his/her activity in behalf of or membership in the Union. Employees shall have the right to join the Union, to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection, to express or communicate any view, grievance, complaint or opinion related to the conditions of compensation of public employment or their betterment, all free from any and all restraint, interference, coercion, discrimination, or reprisal.

SECTION 2. RELEASE TIME

Subject to manpower requirements Officers and other representatives of the Union shall be afforded reasonable time during regular working hours without loss of pay to fulfill their Union responsibilities, including negotiations with the City, processing of grievances and administration and enforcement of this Agreement.

SECTION 3. UNION LEAVE

Subject to staffing requirements, the Union President or his/her designee shall be allowed 144 hours per year for Union leave. Leave shall be taken in hourly increments with a 4 hour minimum.

SECTION 4. PENSION BOARD REPRESENTATIVE LEAVE

The Fire Department Pension Board representative shall be allowed 96 hours per year to attend the MAPERS Conference. All leave must be taken in 24-hour increments and will occur without loss of time or pay.

SECTION 5. BULLETIN BOARD AREAS

The Union shall be provided suitable bulletin board space, at each fire station, for the posting of Union notices. The Union shall designate one individual who shall be responsible for all postings.

SECTION 6. MEETINGS

The Union may schedule 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, provided reasonable notice has been given to the Fire Chief, or his/her designated

representative. Where it is reasonable and necessary for a Union agent other than an employee to enter the employer's premises to confer with an employee or to investigate a previously filed grievance, such agent shall first secure permission from the department head and shall then obtain a mutually satisfactory date and time for the visit.

SECTION 7. CONVENTIONS

The Union shall be allowed to send two (2) delegates to the Michigan State Firefighters' Association convention biannually, and one (1) delegate to the International Firefighters' Association convention biannually subject to manpower requirements as determined by the Chief. Delegates shall be selected in accordance with the Constitution and Bylaws of the Ypsilanti Firefighters' Association, without loss of time or pay.

SECTION 8. UNION REPRESENTATIVE

The Union shall be represented by the following committees and stewards: one chief steward, one steward from each shift, a bargaining committee, and a grievance committee, limited to three members on each committee. Legal counsel and representatives from the International Association of Firefighters and Michigan State Firefighters Union may be present at meetings between the City and the Union, in addition to committees aforementioned.

SECTION 9. SPECIAL CONFERENCES

Either party to the agreement, through their recognized bargaining agent, may request a special conference between the parties, for purposes of discussing such matters as contract interpretation and new or innovative changes for the department, or other items as agreed to by both parties.

The party requesting the conference shall prepare an agenda and submit it to the other party at least twenty-four (24) hours before said conference. Only those items on the agenda shall be discussed unless otherwise mutually agreed.

SECTION 10. AFFIRMATIVE ACTION

The Union supports the principles of Affirmative Action.

ARTICLE 8 - WAGES & OTHER COMPENSATION

SECTION 1. GENERAL

The attached salary schedule shall form a part of this agreement. The IAFF union will realize a 5% across the board increase effective the first pay period following ratification of the July 1,

2012 to June 30, 2017 Agreement by both the Union and the City's City Council an increase of 1% effective July 1, 2014, 1% effective July 1, 2015, and 1% effective July 1, 2016.

A lump-sum payment of \$1,500 to be paid within 30 days of ratification to all members of the unit on the date of ratification. The lump sum is off the wage scale and not to be included in any other benefit (FAC, calculation of food or clothing allowance, etc.)

A lump-sum payment of \$1,500 to be paid in the first pay roll of July 2014 to all employees who are then members of the bargaining unit. The lump sum is off the wage scale and not to be included in any other benefit (FAC, calculation of food or clothing allowance, etc.)

Employees hired on or after July 1, 2012 shall be subject to a "new hire" wage scale which shall have a new starting step that is 3% lower than the current starting step.

The Fire Lieutenant base pay shall be 112% of the top paid firefighter's base pay (FO1-6). The Fire Captain shall be 117% of the top paid firefighter's base pay and the Fire Marshal shall be 125% of the top paid firefighter's base pay.

Pay increments for those not at top pay of their respective pay grade will be received on the employee's anniversary date.

SECTION 2. EQUALIZATION OF OVERTIME

Overtime within the Department will be shared equally as much as possible.

SECTION 3. REGULAR OVERTIME PAY

Overtime pay shall be paid for employees who work a 54 hour average work week for all time worked in excess of their regularly scheduled work day (24 consecutive hours or 54 hour average work week). Overtime shall be paid for employees who work a 40-hour week for the time worked in excess of (8) hours a day or (5) days a week. Such overtime pay shall be at one and a half times the employees pay rate, in one-quarter hour increments, which for the purpose of this agreement shall be deemed to be the agreed hourly rate set forth in this Article.

In lieu of overtime pay, employees may elect to receive compensatory time. Such time shall be earned at the same rate at which the overtime would have been paid. Compensatory time will not be authorized or approved until the time it is to be taken. Compensatory time may be taken only when no overtime will be created. Minimum time to be taken is one (1) hour and by hourly increments. Employees cannot accumulate more than 250 hours of compensatory time. Employees will be allowed to cash out up to 40 hours of compensatory time twice a year in March and October.

If a mistake is made in the assignment of overtime, the person who should have been called will

receive compensatory time for the time missed. If the person who receives the compensatory time is at the maximum, the compensatory time will be added to his/her bank; however, the affected employee shall not accumulate more than 250 hours of compensatory time for the purposes of payout.

SECTION 4. EXTRA DUTY DAY PAY

When an employee works a voluntary overtime day during the period of this agreement, said employee is to be paid at time and one half their prevailing hourly rate, for that employee except as provided for in Section 5, Step 3C.

So as not to disrupt a normal work schedule, no forty-hour employee will be asked to work on a platoon under this Article.

SECTION 5. VOLUNTARY DUTY DAY

PROCEDURE

When, in the judgment of the Fire Chief, or in his absence his designee, the department's staffing requirements are below a minimum to perform fire fighting services, the Officer in charge at 1900 hours shall attempt to call a 54-hour/week fire employee in for overtime. Said employee will be asked to work on a voluntary call-in basis.

Step 1

Call the fire employee with the least amount of overtime, if qualified. If two or more employees have the same credits, the employee with the most seniority will be asked first.

Step 2

In the event the first employee refused, it shall be recorded as though he/she worked and the next most eligible employee will be called, until the overtime is filled. Should an employee be asked to work more than once in the same 24 hour period, the employee cannot be recorded as a "refusal" for more than 24 hours.

Step 3

If the calling officer reaches an answering machine/voice mail, he/she shall leave a message stating the purpose of the call.

A. Credits

1. Fire personnel on their off days shall be eligible for all overtime slots.
2. Any new employee assigned to a shift shall assume the same overtime credits as the highest credited employee at that time.
3. Any employee assigned to a different shift shall keep the same amount of credits he/she had on his/her account.
4. Overtime called for before midnight on December 31st of each year shall be

attributed to that year's list and on January 1 at 12:00 AM of each year all credits shall be zeroed out and a new list shall be started as outlined in Steps 1 and 2.

5. All hours worked shall be added from the previous day and posted on one list daily.

- B. If an employee is called and he/she states that he/she is either sick or unable to come to work for other reasons, he/she will be charged the hours offered. A record will be kept of when (date and time) employees are called by the shift officer. This record will be available upon request.

- C. Employees on funeral leave, vacation, signed trades, scheduled department function, school, sick leave, family illness and FMLA, shall be contacted after the procedures in step 2 have been exhausted. Employees contacted under C shall not be charged with a refusal in the event they refuse the overtime.

- D. An employee may refuse the voluntary duty day without it being recorded as worked, if the work will result in 72 consecutive hours on duty.

Step 4

When all the above procedures have been attempted unsuccessfully, a department wide page will be sent to fill the overtime needed. After the page is sent, the calling officer will award the day on a first call first serve basis, without regard to shift or rank.

After a 10-minute period, if the first page is unsuccessful, the calling officer shall send out a second department wide page splitting the hours necessary to fill the shift.

Step 5

There shall be a shift Officer on duty at all times.

Step 6

Each morning before 11:30 hours, all overtime hours worked the previous day shall be posted on an overtime/accountability sheet, by the officer of the day and checked by a firefighter on duty.

SECTION 6. MANDATORY HOLDOVER

In the event of a staffing shortage on the incoming shift, and where all options have been attempted as prescribed under this article for filling overtime, the officer on duty will use the following procedure:

1. Starting with the first occurrence, the officer will hold over the person with the least seniority on the shift that is going off duty.
2. For the purposes of this section, a shift is defined as the personnel regularly assigned to

the shift on duty prior to the overtime being filled. If there is no representative of the actual shift on duty the officer will follow the guidelines set forth in the Mandatory Holdover procedure utilizing available personnel.

3. This procedure is to be followed with each occurrence. The person being held over will move up the seniority list for that shift, including officers.
4. In the event a person is transferred to another shift, they will fall in their respective seniority slot with regard to the rotation.
5. This rotation will continue until all members of the shift have been held over, then will restart with the lowest seniority person, regardless of the calendar.

SECTION 7. CHRISTMAS DAY OVERTIME

A voluntary overtime list will be established and posted in the officer's room. Any employee wishing to work overtime on Christmas Day will sign up on the list. The list will be used to fill any posted shortages, as well as any shortages that may occur that day. The list will be posted on December 1, and will be taken down on December 10. The time will be awarded on December 10. Persons working overtime on Christmas Day will not be charged on the overtime list as working.

The list will be broken into three parts. The first will be for persons wanting to work the entire shift. Second, two 12-hour blocks will be offered (7-7); and third, four-hour blocks from 0700-2000 will be offered. Anyone signing up at 2000 hours will be required to work the balance of the shift. A person can take as many of the four-hour blocks as they choose.

Department seniority will prevail in filling all vacancies.

SECTION 8. CALL BACK PAY

An employee who is not on duty (a normal duty day) and works overtime in an emergency situation, shall be paid a minimum of three hours at double time the employee's present hourly rate as stated in Section 1 Exhibit A of this Article, and time and one half for all other hours worked beyond the guaranteed minimum three hours. An employee who is not on duty and called back for overtime duty on a holiday shall receive double time the employee's present hourly rate for all hours worked.

SECTION 9. COURT APPEARANCES

For court appearances related to the City of Ypsilanti, the City shall pay three (3) hours minimum at time and one-half (1&1/2) the employee's prevailing rate, or time and one-half (1&1/2) for the actual time spent, whichever is greater. All witness fees shall be returned to the City.

SECTION 10. EMT TRAINING INCREMENT

- A. Fire Fighters and Officers possessing a valid EMT license and a Pre Hospital Trauma Life Support certification or equivalent will be paid an increment on the biweekly payroll following August 1st of each year. This increment will be \$1,500 and will be prorated at a rate of 1/12th for each actual month of EMT service. For the purpose of defining a month: a full month will be paid if more than 15 days of EMT service was rendered during that month.

During the first year of this contract the \$1,500 increment will be prorated as outlined above. From the date the employee was last compensated to August 1, 1992.

New hires will receive an EMT increment prorated as outlined above, and calculated back to the date of hire if they possessed a current EMT license upon hire. New hires that obtain a license during employment with the department will be prorated as outlined above, calculated back to the issuance date of the license.

Upon termination of employment with the City the employee will receive an increment of 1/12th of \$1,500 for each month of EMT service rendered as outlined above.

- B. All new hires must obtain a Pre-Hospital Trauma Life Support certification or equivalent, at the employer expense, within 12 months of their hiring dates. In addition, new hires must pass the Medical Control Authority Basic EMT test.
- C. Any employee hired after July 1, 1987 must maintain EMT certification and a Pre Hospital Trauma Life Support certification or equivalent to continue employment. If an employee fails one recertification class, he/she will have an opportunity to take a second recertification class.
- D. Fire Fighters hired prior to July 1, 1987, are not required to be EMT certified. Any fire fighter hired prior to July 1, 1987, who becomes EMT certified, must retain said certification for three (3) years.

SECTION 11. PAY FOR ACTING RANK

When an employee holding the rank of fire fighter performs the duties of any rank higher than his/her present rank, he/she shall be compensated from the first hour worked at the rate for the temporary rank. Payment shall be made only for those hours actually worked.

When a captain or lieutenant performs the duties of any rank higher than his/her present rank,

for more than 10 consecutive duty days, he/she shall be compensated from the eleventh duty at the rate for the temporary rank. Payment shall be made only for those hours actually worked. This section shall not prejudice the contractual rights, promotional or otherwise, of any employee who refuses to perform duties of the higher rank.

SECTION 12. FOOD ALLOWANCE

All employees shall receive a food allowance from the City for each 24-hour duty or extra duty day actually worked according to the following schedule:

Effective July 1, 2012, \$10.30 per day.
2013, \$10.82 per day, upon ratification.
2014, \$10.93 per day.
2015, \$11.04 per day.
2016, \$11.15 per day.

This amount shall be adjusted with any subsequent changes in the base wage paid to Firefighters.

This amount shall be paid on the payroll following December 1st and July 1st for the preceding period.

SECTION 13. RETROACTIVE PAYMENTS

Unless prohibited by law, retroactive payments (wages, food and uniforms, etc.) shall be paid in a regularly scheduled paycheck, within 30 days of approval by the City Council.

SECTION 14. WORKERS' COMPENSATION

Coverage

The applicable Workers' Compensation Laws will cover each employee. The City further agrees that an employee being eligible for Worker's Compensation will receive, in addition to his/her Workers' Compensation income, an amount to be paid by the City sufficient to make up the difference between Workers' Compensation and his/her regular income less applicable taxes.

Reassignment

In the event an employee can perform job assignments other than those of his/her regular classification, the City at its discretion will attempt to reassign the employee to these duties without reduction to the employee's prevailing rate of pay.

ARTICLE 9 - INSURANCE

SECTION 1. LIFE AND ACCIDENT INSURANCE

The City shall provide for each employee, life insurance in the amount of ~~\$35,000~~ \$60,000 with a double indemnity benefit. The City shall pay the full premium. The employee shall be authorized, at his/her own expense, to provide additional coverage for himself/herself, if the insurance will permit it.

SECTION 2. MEDICAL AND HOSPITALIZATION INSURANCE

The Union and City mutually agree that the hospital, medical, surgical, optical and dental insurance carriers may be substituted provided there is no reduction in present benefits.

Hospitalization

\$50 Emergency Room Visit (Same as before)

\$30 Office Visit

Wrap Plan

PPO

\$10/\$20 Drug Card

Employees hired after July 1, 2009 shall have a prescription co-pay of \$10/\$40.

Contribution:

Employee's annual contributions shall be subject to the Publicly Funded Health Insurance Contribution Act (PFHICA), being Public Act 152 of 2011, MCLA 15.561 *et seq.* Under this Act, the City Council may make an annual election among the options set forth therein.

Employees hired on or after July 1, 2012 and who reach a base salary in excess of \$40,000 shall have deductibles of \$250 for single plans and \$500 for two person and family plans.

The City shall also offer a Flexible Spending Account into which an employee may contribute, if they choose, up to the amount permitted by the IRS.

DENTAL COVERAGE:

Dental coverage will be as follows:

- ▶ 100% for Class 1 services
- ▶ 80% for Class 2 services
- ▶ 80% for Class 3 services
- ▶ \$1500 annual maximum per person/per contract

SECTION 3. HEALTH CARE WAIVER

If an employee is covered under another health insurance policy, and with proper verification and signed waiver, the employee may receive payment in lieu of health insurance, according to the following schedule:

Family Coverage	\$5000/year
Two Person Coverage	\$4000/year
Single Coverage	\$2000/year

Waiver checks will be payable in arrears semi-annually in June and December.

Re-enrollment to City coverage can be accomplished during the open enrollment period annually or immediately if other coverage is terminated, as provided in City coverage re-enrollment contracts. Upon re-enrollment, the payment will be prorated for the actual months prior that the employee was not enrolled in the City's health coverage.

Upon termination of employment, payment will be prorated for actual months of waiver period employed. For the purpose of defining a month, a person working on or after the 15th day shall be considered employed for that month.

SECTION 4. VISION INSURANCE

The City will not be required to pay the premiums for vision insurance coverage for employees hired after July 1, 2009. Employees hired after July 1, 2009 shall have the option to participate in the same insurance coverage provided by the Employer by purchasing the vision insurance through payroll deduction.

ARTICLE 10 - RETIREMENT

SECTION 1. ACT 345

All employees of the Ypsilanti Fire Department shall be covered under Act 345 of Public Acts of 1937, as amended.

SECTION 2. COMPUTATION (AVERAGE FINAL COMPENSATION)

- A. Effective July 1, 1986 all employees of the Ypsilanti Fire Department may retire after completing twenty (20) years of service (See Article 10, Section 2D for new hires on or after July 1, 2009). The membership shall pay for the change to the twenty (20) year retirement program by increasing their member contributions by 5% of payroll for a total employee contribution of 10%.

- B. Effective June 30, 1996, average final compensation shall be determined by using the average of the three (3) years of highest annual compensation received by a member during the member's last ten (10) years of service immediately preceding the member's retirement, or leaving of service. For purposes of this article, a year is defined as the 12 consecutive months immediately preceding retirement.
- C. Effective July 1, 2004, the figure of 3% shall be used to compute the retirement benefits of the retiree for the first 25 years of service and 1% for years of service thereafter with a benefit cap of 90% of Final Average Compensation.
- D. All employees hired after July 1, 2009, will have a 2.5% Multiplier with a 75% cap, and maintain a 10% employee contribution to the pension fund and may retire after completing 25 years of service.
- E. The following benefits are subject to Pension deductions and therefore, are computed in the Final Average Compensation.
 - 1. Regular Pay
 - 2. Overtime Pay– Employees hired on or after July 1, 2012 will only have 50% of overtime count toward Final Average Compensation.
 - 3. FLSA Adjustment
 - 4. Administrative Leave Pay (as applicable)
 - 5. Compensatory Leave Pay
 - 6. Vacation Pay
 - 7. Sick Leave Pay
 - 8. Worker's Compensation Pay
 - 9. Holiday Pay (Administrative Persons)
 - 10. PFF Holiday
 - 11. EMT Bonus (as applicable)
- F. The following have not been, nor will they be, included in the FAC, nor have pension deductions taken from them:
 - 1. Gun Allowance
 - 2. Uniform Allowance
 - 3. Food Allowance
 - 4. Lump Sum Distributions for Sick or Vacation Pay
 - 5. Health Care Waiver Reimbursements
 - 6. Lump sum payments resulting from ratification of contract

SECTION 3. NOTICE OF RETIREMENT

Employees desiring to retire shall make their intentions, inclusive of an effective date (month and year) known in writing prior to the adoption of the budget for the fiscal year in which they plan to retire. The purpose of this section is to allow the City to project allocations for the cash conversion of vacation and sick leave. In the event that an employee does not comply with this section, cash conversion of vacation and sick time may be deferred to the start of the next fiscal year following retirement. The City does agree that exceptions will be made in the event of retirements prompted by medical or emergency situations.

SECTION 4. SICK TIME PAYOUT

A. Sick time payout:

Employees shall be paid for a percentage of his/her accumulated hours according to the schedule below at his/her then current hourly rate upon retirement or death:

1-500	20%
501-1000	30%
1001-1500	40%
1501-2000	50%
2001-2500	60%
2501+	70%

Employees_hired before July 1, 2008 will receive a minimum of 50%.

Employees hired on or after July 1, 2012 shall be paid for a maximum 50% percent of accumulated hours at his/her current hourly rate upon retirement or death.

B. A Fire Department employee who moves from 24 hour operations to 8 hour operations would have his sick leave valued at the time of that move. The employee would then accumulate time in the 8 hour position. The employee would be able to use the time accumulated as an 8 hour employee first, then time he had accumulated as a 24 hour employee. The employee's payout will be based upon the value of the time remaining in his "24 hour" bank as determined above and the value of his "8 hour" bank at the time of his retirement, subject to the applicable limits provided in this Agreement.

SECTION 5. VACATION TIME PAYOUT

An employee who has applied for and has had his/her retirement approved, will receive compensation for their accumulated unused vacation leave credits at time of retirement. This amount shall be paid at their prevailing salary grade/step.

SECTION 6. RETIREMENT BENEFITS MEETING

Any employee who has notified the City of intent to retire in accordance with Section 3 above shall be entitled to a pre-retirement meeting which shall take place at a reasonable time after such notification, provided that the employee signs a release form, to be provided by the City. Participants in said meeting shall include representatives of the City, the Union, and the retiree or surviving spouse. At said meeting, the City shall explain all retirement benefits to be accorded the recipient and shall answer any questions of the employee or Union pertaining thereto.

SECTION 7. HOSPITALIZATION COVERAGE EXTENSION

Employees hired prior to July 1, 2012 and who are retiring (or deferring retirement) with ten years of service, but less than 15, shall be eligible for 50% payment of medical, dental and optical coverage for the retiree only (paid by the Retiree Health Care Fund).

Employees hired prior to July 1, 2012 with 15 years of service, but less than 20, shall be eligible for 100% payment for medical, dental and optical coverage for the retiree only.

Employees hired prior to July 1, 2012 with 20 years of service or more shall be eligible for 100% payment of medical, dental and optical coverage for the retiree (paid by the Retiree Health Care Fund) and the City will contribute \$400 per month toward the retiree's spouse/dependent insurance. The reduction in benefits for less than 20 years of service shall not apply to City/Union approved early retirements. Employees hired prior to July 1, 2012, shall be eligible for these benefits once they begin to receive their pension.

Health insurance at retirement for employees hired on or after July 1, 2007 but prior to July 1, 2012 will be:

- Less than 20 years of services the employee shall receive 50% of the health care premium of medical, dental and optical coverage for the retiree only. There will be no spousal contribution.
- Twenty (20) years of service or more the city will pay the premium in its entirety for the retiree only for medical, dental and optical coverage. No spousal contribution.
- Upon the death of the retiree the spouse will receive the same benefits as stated above.

Retirees will continue to maintain the same benefit level/plan as current IAFF employees.

Upon mutual agreement of the Union and the City, either the nature of health and medical insurance or the insurance carrier may be changed.

Upon eligibility, retirees are required to enroll in Medicare Parts A & B. Medicare benefits will be coordinated with the retiree's medical coverage.

Employees hired on or after July 1, 2012 shall not receive any City funded retiree health care benefits. In lieu of such benefits, such employees shall participate in the City's retiree health care savings program (currently with MERS of Michigan) into which the City shall deposit \$150 per month as set forth in the plan document.

SECTION 8. RETIREE HEALTH CARE FUND REPORTS

The City agrees to provide retiree health care fund reports to the union on a regular basis.

SECTION 9. RETIREE HEALTH CARE WAIVER

If a retiree is covered under another health and dental insurance policy, and with proper verification and signed waiver, the retiree may receive payment in lieu of health and dental insurance, according to the following schedule:

Single Coverage	\$2,000/year.
Two Person Coverage	\$4,000/year.
Family Coverage	\$5,000/year.

Payable in arrears semi-annually in July and January.

Re-enrollment to City coverage can be accomplished during the open enrollment period annually or immediately if other coverage is terminated, as provided in city coverage re-enrollment contracts. Upon re-enrollment the payment will be prorated for the actual months prior that the retiree was not enrolled in the City's health and dental coverage.

Retirees who were hired by the City on or after July 1, 2012 and who participate in the City's retiree health care savings program shall not be eligible for the retiree health care waiver.

SECTION 10. SURVIVING SPOUSE

The service years eligibility period for eligible survivors of the non-duty death of a service member are reduced from 20 years of service to 10 years of service. A surviving spouse receiving a retirement allowance as provided for under Act 345 can remarry without the loss of the allowance.

Section 11. ANNUITY WITHDRAWAL

The City and Union agree to complete a no objection agreement to enable the Retirement Board to obtain an IRS ruling identifying the pension system as a two plan system, provided there is no cost to the City in implementing and administering the plan.

If allowed by applicable law and regulation, employees hired on or after July 1, 2012 shall not be eligible for the annuity withdrawal option.

SECTION 12. DROP PROGRAM

Current Employees – The City agrees to implement the DROPS program as stated in the document provided by the Pension Attorney (see attached) with no expiration clause. The following adjustment to the agreement includes:

- Effective date of benefit option beginning September 1, 2008
- All current members of Local 401 will be eligible
- Change to paragraph H to read: Employees choosing to enter the DROP system shall have their payroll contribution to the retirement system reduced from 10% to ~~5%~~0% during the employee's participation period Subject to the approval of the Retirement Board ~~5%~~ accumulated contributions will be paid to any DROP participants as soon as feasible following the ratification of the 2012 to 2017 Collective Bargaining Agreement.

ARTICLE 11 - HOURS OF EMPLOYMENT

SECTION 1. WORK WEEK SCHEDULE

A. 54 Hour Employees

A work cycle shall consist of nine (9) days. Firefighters shall be required to work three (3) tours of duty separated by 24-hour off-duty intervals. A tour of duty shall consist of 24 hours, starting at 0700 hours and ending at 0700 hours. To complete the work cycle the Fire Fighter, after the third tour of duty, shall be entitled to four (4) calendar days off.

B. Contract Adjustment Days

Platoon employees shall be entitled to one (1) additional 24 consecutive hours off-duty interval when they are scheduled to work ten (10) days in a 28-day cycle, thereby requiring employees to work not more than an average 54 hours per week. Employees shall sign up for all contract adjustment days for the calendar year prior to the picking of vacation days on the basis of seniority, rotating picks starting with the high seniority employees on that shift. The next pick would begin with the second highest seniority employee on that shift with high seniority employees dropping to the last choice position. This method of picks shall continue through the entire seniority list.

SECTION 2. SCHEDULED LEAVE TIME

Up to 24 hours of vacation may be scheduled off per day. Effective January 1, 2014, an additional 24 hours of CAD or personal leave may be scheduled off per day, for a total of 48 hours of vacation, CAD or personal time per day. It is understood that this will impact the

vacation pick for 2014 which will take place in 2013.

Effective July 1, 2016, up to 24 hours of vacation or CAD may be scheduled off per day. An additional 24 hours of personal leave may be scheduled off per day, for a total of 48 hours of vacation, CAD or personal time per day. It is understood that this will impact the vacation and CAD pick for 2016 which will take place in 2015.

SECTION 3. TRADING OF WORKING DAYS

Subject to departmental staffing requirements, employees shall be permitted to voluntarily trade work days or leave days, subject to the prior approval of the Chief of the Department or his designate. The trading days will in no way affect overtime pay in accordance with Article 8, Sections 3 and 8 of this agreement.

SECTION 4. FORTY HOUR WEEK

Normal hours of work for employees who work a forty-hour week shall be from 8:00 A.M. until 5:00 P.M. with one hour for lunch. The days of work shall be Monday through Friday.

ARTICLE 12 - LEAVE TIME

SECTION 1. ACCUMULATIONS OF SICK LEAVE CREDITS

A. For purposes of this section "sick leave day" shall mean one (1) duty day, as defined in Article 1, Section 2.

B. Each employee of the Fire Department hired prior to July 1, 2012 shall acquire one (1) duty day of sick leave credit for each month of service rendered, not exceeding an aggregate of twelve (12) per calendar year. Each employee of the Fire Department hired on or after July 1, 2012 shall acquire one-half (1/2) duty day of sick leave credit for each month of service rendered, not exceeding an aggregate of six (6) per calendar year.

C. An employee's accumulated unused sick leave credits at the end of the year (anniversary date to anniversary date) shall be carried forward.

SECTION 2. CHARGES AGAINST CREDITS

Charges against sick leave credits shall apply as follows:

A. Sick leave – will be any full shift or part thereof taken off by the employee due to illness. Beginning with the tenth (10) shift for which an employee uses sick time within the calendar year, the City may require the employee to furnish a physician's medical verification of illness or

availability to return to work. Further the Employer may require, at its expense, an additional medical examination from a physician chosen by the City.

1. An employee may use sick time in the following increments: twelve (12) hours from 0700-1900 hours, or for an entire twenty-four (24) hour shift.
2. If an employee leaves work due to illness, he/she shall be charged sick leave for the actual time missed.

B. Sick Leave Call In - An employee shall inform the employer of the employee's absence due to illness at least 45 minutes before the start of his/her shift.

C. Family Illness - An employee shall be entitled to charge up to three (3) sick leave days per calendar year for illness in his/her immediate family, subject to verification by medical certificate of illness. This time may be utilized in half-day increments (0700 hours to 1900 hours or 1900 hours to 0700 hours). For this section immediate family is defined as spouse and/or children or any member of an employee's family who lives with or is under the support of said employee. For the first 24 hours (or two 12 hours incidents) medical verification is not required.

SECTION 3. SPECIAL LEAVE

In addition to leave authorized above, an employee may be absent without pay for personal reasons for a period or periods not to exceed three (3) consecutive work days and ten (10) work days in any calendar year. This leave shall be requested in writing to the Fire Chief. Prior approval by the Fire Chief is required for such a leave to be considered or granted.

SECTION 4. FUNERAL LEAVE

An employee normally scheduled to work a 54 hour average week shall be allowed two (2) working days; and a 40 hour a week employee, four (4) work days as funeral days, not to be deducted from sick leave credits for a death in the immediate family. For the purpose of this section an immediate member of the family shall be deemed a husband, wife, parent or parent-in-law, brother, sister, brother-in-law, sister-in-law, child, son-in-law, daughter-in-law, grandchildren or grandparents of either the employee or spouse, step-children and step-parents, and any other member of the employee's household.

Employees who have been asked to act as pallbearers may take sick leave to perform this service. Such use of sick leave is not to exceed one-half (1/2) shift. Employees may be required to supply proof of their service as a pallbearer.

SECTION 5. UNPAID SICK LEAVE OF ABSENCE

An employee who has exhausted his/her sick leave may be granted an unpaid sick leave of absence for up to one (1) year at the discretion of the Fire Chief. While on this leave the employee shall maintain his/her position in seniority and the City shall maintain hospitalization coverage provided the employee pays the applicable monthly rate for ~~dental~~ insurance coverage. If the employee desires to maintain life and optical insurance coverage, this option shall be made known to the City at the beginning of the unpaid leave of absence and the employee shall pay the City at least fifteen (15) days in advance of when the City must make the payments. At any time the employee payments are not received by the 15th day the benefits will cease. During this leave, the employee will not earn or accrue any other benefits provided for in this contract. The employee must provide the City every sixty (60) days a statement from his/her doctor as to the employee's unsuitability to return to work.

Upon an employee's return to work, the Employer may require the employee to provide medical certification indicating the employee is able to return to work. Further, the Employer may require, at its expense, an additional medical examination from a physician chosen by the City. Upon return from leave, the employee must be restored to his/her original job, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. Due to the Family and Medical Leave Act of 1993, the Employer will pay its share of health, dental, optical and life insurance for the first twelve (12) weeks of the leave.

The City shall notify the employee by registered letter at least fourteen (14) calendar days prior to the termination of the leave, of the end of the authorized leave. Within seven (7) calendar days of receiving the letter, the employee shall notify the Human Resources Department of their intent to return to work.

SECTION 6. FAMILY AND MEDICAL LEAVE ACT OF 1993 PROVISION

Family and Medical Leave Provision: An employee may be given a leave of absence, at the employee's request, not to exceed twelve (12) weeks, provided the employee provides the Employer with medical certification from a qualified physician of the necessity of such absence, for the following:

- to care for a newborn, a newly adopted, or foster child;
- to care for a seriously ill child, spouse or parent; or
- because of the employee's own serious health condition (please see Section 5 above for the procedure followed for the employee)
- due to a qualifying exigency arising out of the fact that a covered military member is on active duty or called to active duty status.
- to care for a covered service member with a serious injury or illness

The certification must also state the need for the employee to care for the family member. In cases where the leave is foreseeable because it is due to the birth, adoption or placement of a child or planned medical treatment, the Act requires the employee to provide 30 days notice, as is practicable, prior to the start of the leave. The Employer may request additional medical certification at any time during said twelve (12) week period to substantiate the necessity for continued leave, but at no time shall said leave exceed twelve (12) weeks unless said extension is approved by the Employer.

The Employer may require, at its expense, a second opinion by a physician chosen by the City. Upon return from leave, the employee must be restored to his/her original job, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

The employee prior to or immediately upon commencement of the leave will designate which leave accrual banks they will utilize during the leave, which must be used in one continuous increment. If an employee does not have accumulated leave time or elects to take the leave without pay they will be placed on "without pay" status. Once on "without pay" status no additional leave accruals will be earned. The employee will maintain his/her seniority.

The Employer agrees to continue payment of its share of health, dental, optical and life insurance for a total of twelve (12) weeks, beginning with the date the leave commences. During this leave, the employee will not earn or accrue any other benefits provided for in this contract.

SECTION 7. VACATIONS

Eligibility and Amount:

Employees shall be eligible for annual vacations with pay on the following basis:

A. Firefighting Division

Completion of one year of service (9) duty days or 216 hours
Completion of 10 years of service (12) duty days or 288 hours
Completion of 15 years of service (13) duty days or 312 hours
Completion of 20 years of service (14) duty days or 336 hours

Employees hired on or after July 1, 2012 shall be eligible for vacation time on the following basis:

Completion of one year of service (6) duty days or 144 hours
Completion of 5 years of service (9) duty days or 216 hours
Completion of 15 years of service (10) duty days or 240 hours
Completion of 20 years of service (11) duty days or 264 hours

B. Inspection Division

Completion of 5 years of service (15) duty days or 120 hours
Completion of 10 years of service (20) duty days or 160 hours
Completion of 15 years of service (21) duty days or 168 hours
Completion of 20 years of service (27) duty days or 216 hours

Employees hired on or after July 1, 2012 shall be eligible for vacation time on the following basis:

Completion of one year of service (5) duty days or 40 hours
Completion of 5 years of service (10) duty days or 80 hours
Completion of 15 years of service (15) duty days or 120 hours
Completion of 20 years of service (20) duty days or 160 hours

C. Schedule

Employees will be granted their annual allotment of vacation January 1 of each year. When an employee moves into a higher allotment level on their anniversary date, they will be credited with the additional days at that time.

At the end of a calendar year, no employee shall carry over more than one year's entitlement of vacation hours to the next calendar year. Therefore, at the end of a calendar year, any hours over the annual entitlement shall be cashed out in January of the following year. The hours shall be cashed out at the employee's regular hourly rate of pay.

D. ANNIVERSARY DATE

The Anniversary date of service, for the purpose of Section 1 shall be measured by reference to the last date of appointment to the Fire Department.

E. DESIGNATION OF VACATION PERIODS

Selection of vacation time will begin once all CAD days have been selected. One vacation roster will be maintained for each platoon. Officers and firefighters will select vacations by seniority. Employees will be afforded one workday after their choice becomes available to make their selection.

Vacation selections will be made in "3 work day units" (1 cycle), with the exception of the 13th vacation day for those with 15 years or more, which is picked after the selection of other vacations, and the 14th vacation day for those with 20 years or more which is picked last. A maximum of one cycle will be allowed per choice. Selections continue until all vacation days are assigned. A shift officer will select a vacation period that does not conflict with the other

officers' selection of vacation or CAD, which should result in only one shift officer being absent at a time.

An employee may pick vacation time that overlaps the CAD cycle. When this occurs, after all vacations are assigned, employees will, by seniority, modify their pick to alleviate the overlap.

After all overlap picks are completed, employees will be allowed to modify their picks. By seniority, the employee is allowed to modify one day at a time (i.e., breaking up a 3-day cycle into 3 one-day vacations). There is no limit to the number of cycles an employee can break up.

When the picks are completed they will be turned in to the Chief. This process shall be completed by December 15th. The picks will then be written on to the Master Calendar in the Officers' Room.

Modifications to assigned vacations may be permitted at any time during the course of the year. The Chief or his/her designated representative must approve these changes.

For a maximum of 72 hours each calendar year, members may split up to three vacation days into 12 hour vacation blocks (1/2 day).

F. SCHEDULED VACATION DAY

The employee must make a request to the Chief of the Department in writing two (2) weeks before the start of his/her vacation, if he/she desires his/her check in advance. No advance vacation pay will be issued in June if any part of the vacation will be taken after July 1st.

SECTION 8. HOLIDAYS

A. HOLIDAYS OBSERVED

Employees who work a 40-hour week shall be given the holidays off (as designated by the City) with pay.

Holidays include: New Year's Day, Martin Luther King's Birthday (3rd Monday of January), Memorial Day, Good Friday, July 4th, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve Day, Christmas Day and New Year's Eve Day.

B. PAID HOLIDAYS

All fire fighter personnel who work a 54 hour average work week normally scheduled to work a holiday shall be paid straight time for all hours worked on said holiday. As additional compensation for working holidays, all firefighters working a 54 hour average work week shall on the first pay period during the month of November be paid at the employee's prevailing

hourly rate for six (6) days (144 hours) wages at straight time, on a separate check.

SECTION 9. PERSONAL LEAVE

ELIGIBILITY AND AMOUNT

An employee shall be entitled to charge up to three (3) personal leave days per year for personal business. Personal leave days may be taken in one-half day (12 hour or 4 hour increments for 24 and 8 respective regularly scheduled work day) subject to approval of his/her Department Head. Personal leave days shall not be accumulated; must be used within the year they are allotted (July 1 - June 30) and are not to be paid for if not used during the fiscal year.

Forty-hour employees shall be entitled to five (5) personal days or forty (40) hours per year. This personal time shall not be accumulated; must be used within the year they are allotted (July 1 - June 30) and are not to be paid if not used during the fiscal year.

ARTICLE 13 - NON-DUTY ILLNESS & INJURIES

SECTION 1. GENERAL

When an employee is unable to work due to a non-duty related injury/illness/pregnancy, they shall notify the Chief or the Officer in Charge, as soon as possible and bring notification from their doctor.

At the expense of the City, the employee may be scheduled to see a City appointed doctor to verify the injury/illness/pregnancy. If there is a disagreement between the two doctors, a third doctor will be mutually selected by the employee and the City, with the costs split between the parties. The third opinion will be binding upon the parties.

The employee may select one of the following options for the period they are on light duty status. The employee may elect to:

1. Use all accumulated leave time (sick, vacation, personal, compensatory) for the balance of the injury/illness/pregnancy.
2. Go without pay for the balance of the injury/illness/pregnancy.
3. Be shifted to an eight (8) hour/day assignment.

The employee must be off work for 5 duty days before an option can be selected. Further, an employee must take a total of 10 duty days off before going on without pay status.

If the employee chooses the option to go without pay, the employee will not lose health benefits for a period of 12 weeks (see FMLA Article 12, Section 6). Upon the conclusion of 12 weeks, the employee may be granted up to an additional nine (9) months of unpaid leave (see Article 12, Section 5).

If the employee chooses the eight-hour/day assignment, the Chief, in accordance with doctor's medical restrictions will designate the shift and specific job classification (within the Fire Department only). The employee will be paid for a 40-hour week at the hourly wage currently in effect for the classification held by the employee at the time of the injury/illness/pregnancy. If an employee normally assigned to a 54 hour work week chooses the eight-hour/day assignment, he/she shall have the option to utilize up to fourteen (14) hours from their sick leave bank to supplement the 40-hour week pay so that the employee shall receive their normal 54-hour week pay. The employee will work this assignment for the specific period of the injury/illness/pregnancy as determined by the doctor, but in no case will the assignment last longer than six (6) months, unless mutually agreed to by the Union and City.

If at some point the employee becomes unable to perform the light duty assignment, he/she shall have the option of utilizing their leave banks for the remainder of the injury/illness/pregnancy, or to go without pay. Once an option has been selected, it cannot be changed.

Immediately upon leaving the 40-hour/week assignment, he/she will be converted back to 54-hour/week status.

SECTION 2. PREGNANCY

Whenever an employee becomes pregnant, she shall furnish the City with a letter from her physician stating the approximate date of delivery. She shall be permitted to work in her current position in accordance with her physician's recommendations, as long as she can perform all essential functions of the job and counts as part of minimum staffing. When it is recommended that she no longer perform her current duties, she will be eligible for light duty.

The City reserves the right to seek a second medical opinion. If there is a disagreement between the two doctors, a third doctor will be mutually selected by the employee and the City, with the costs split between the parties. The third opinion will be binding upon the parties.

ARTICLE 14 - PHYSICAL EXAMINATION

The City shall at its request or the employee's require a biennial physical examination, which will include chest x-ray, pulmonary function examination and electrocardiogram. All employees shall sign a release making available to the City Human Resources Director a report of the

annual physical examination. Employees shall go to a designated doctor or medical facility, which shall be mutually agreed upon by the City and the Union. Employees shall be responsible for scheduling their own appointment during off duty time and will be compensated for two (2) hours at time and one half of their hourly rate for time spent completing the physical examination. It will be the employee's responsibility to complete an overtime request slip in order to be compensated for this time. The City will be responsible for distributing the physical examination forms. Physical examinations must be completed within 60 days after the examination forms are distributed. The City will pay any cost necessary for the completion of the examination.

All employees shall take reasonable self-help measures to comply with the recommendations of the examining physician or physicians. Failure of any employee to take reasonable measures to protect or improve the employee's health in accordance with the employee's doctor's recommendations may result in disciplinary action.

Note: Physical examinations (tabled Union and City working on Letter of Understanding that would include language on return to work for non-duty injuries and light duty priorities (work injuries vs. non work injuries)

ARTICLE 15 - UNIFORMS

SECTION 1. PROTECTIVE CLOTHING (TURN-OUT GEAR)

The City shall furnish and maintain turnout gear at no less than the existing level. Turnout gear will include turnout coat, bunker pants, structural firefighter boots, helmet, gloves, nomex hoods and flashlights. (All protective clothing shall meet the national fire protection association standard NFPA 1971 (current edition): standard on "Protective Ensemble for Structural Fire Fighting)

SECTION 2. UNIFORM POLICY

Any changes to the uniform policy will be will be presented by the Uniform Committee, and approved by the Chief, not more than once a year. Every effort should be made to implement the changes prior to the uniform allowance disbursements the first pay of July.

SECTION 3. PERSONAL BELONGINGS

When an employee suffers the damage or loss of personal wearing apparel or other effects necessary to the performance of his/her duty or in a call back situation, as a result of service connected accidents; he/she shall immediately report the same to the officer-in-charge. In reference to this section, only the items listed below shall be replaced or repaired; eye glasses, contact lens, false teeth, bridges, hearing aids and wrist watches (maximum value \$50). An

employee must get in writing from the Chief of the Department an authorization for any item not mentioned in this section for replacement or repair by the City.

ARTICLE 16 - GRIEVANCE PROCEDURE

A. A grievance means a dispute between the Association or an individual employee, and the City concerning the effect, interpretation, application, claim of breach or violation of this agreement, or of the rules and regulations established by the City.

B. Grievances involving suspension, reductions and terminations may be processed either through the grievance procedure as provided hereinafter, or as provided under Act 78 of the Public Act of Michigan of 1935, as amended but not both. Grievances taken through the Act 78 procedure cannot be taken through the grievance procedure, unless the Act 78 Police and Fire Civil Service Commission, or the Circuit Court, rules that the dispute is not within the jurisdiction of Act 78.

C. The Union will submit a grievance to arbitration only after final approval by the President and Union Body. In no event shall an individual be permitted to invoke arbitration in this Agreement.

D. The grievance procedure contained in this Agreement shall be the exclusive grievance for all members of the bargaining unit. A grievance shall be resolve according to the following procedure. The City and Union agree that City observed holidays and official closings are exempt from filing/response timelines.

E. Resolutions or agreements shall be maintained in writing and distributed to the Human Resources Department and the Union.

F. Any grievance filed shall be signed by at least one elected officer of the local union.

STEP 1

1. A grievance shall be communicated orally, within seven (7) business days, to the shift commander on duty at the time the grievance arose.
2. Within two (2) business days after the oral communication, the shift commander shall determine an answer, either alone or in consultation with his/her superiors, and communicate the answer to the Union and copy the aggrieved employee. (Every possible effort should be made to settle minor complaints at this step).

STEP 2

1. If the grievance is not resolved at STEP 1 the aggrieved employee, or his/her representative or both shall, within five (5) business days, present the grievance in writing indicating the facts and the sections of the contract believed to have been violated to the Chief of the department.
2. Within three (3) business days after receipt of the written grievance, the Chief of the department shall present to the Union a written answer, with a copy to the aggrieved employee.

STEP 3

3. If the grievance is not resolved in STEP 2, the aggrieved employee, or his/her representative, or both, shall, within five (5) business days, present the grievance, in writing, to the City Human Resources Director.
4. Within fifteen (15) business days after the receipt of the written grievance, a meeting shall take place, at which time the aggrieved employee, or his/her representative, or both, and the City Human Resources Director shall attempt to resolve the grievance.
5. Within five (5) business days after said meeting, the City Human Resources Director shall present an answer in writing to the Union, with a copy to the aggrieved employee.

STEP 4

1. If the grievance is not resolved at STEP 3, the aggrieved employee, or his/her representative, or both, shall, within five (5) business days present the grievance to the City Manager, in writing only.
2. Within five (5) business days after receipt of the written grievance the City Manager shall present an answer in writing to the Union, with a copy to the aggrieved employee.

STEP 5

1. If the grievance is not resolved at STEP 4, the Union shall, within seven (7) business days thereafter, present in writing, to the City Manager, a request for binding arbitration. If the aggrieved employee and the City can, within seven (7) business days, after the presentation of the arbitration request to the City Manager, agree on an arbitrator, said arbitrator shall be appointed.
2. Said arbitrator shall thereafter conduct proceedings in accordance with the rules of the American Arbitration Association.

3. If the aggrieved employee and the City cannot agree on an arbitrator, the aggrieved employee may request appointment of an arbitrator from the American Arbitration Association, within seven (7) business days after the expiration of the seven (7) business day period provided for mutual agreement.
4. The decision of the arbitrator whether appointed by agreement or by the American Arbitration Association, shall be binding upon both parties, and shall be enforceable in any competent court of record. The arbitrator will not have the jurisdiction to subtract from, or modify any of the terms of this agreement or written amendments hereof.
 - A. All references to an "employee" shall be deemed equally applicable to the Association or Union.
 - B. Any employee of the City shall have the right to be represented at any or all of the grievance procedure steps by the Association or Union.
 - C. Any and all time limits above may be waived by mutual agreement if reduced to writing and signed by the party or representative thereof, against whom waiver of time limits is asserted.
 - D. Each party shall bear its own expense of any and all proceedings; the cost, if any, of an arbitrator shall be borne equally by the parties.
 - E. Any and all written responses of the City called for by the grievance procedure may be presented to the Association or Union steward, if the aggrieved employee is represented by the Association or Union in the grievance procedure.
 - F. In cases of discharge or suspension in excess of ten (10) days, the employee or his representative or both may commence the grievance procedure at STEP 3.
 - G. Failure to comply with the time limits herein shall mean that the grievance is resolved in accordance with the position of the party last complying with the time limits.

ARTICLE 17 - DISCIPLINE AND DISCHARGE

SECTION 1. RULES AND REGULATIONS

The employer may establish and enforce binding rules in connection with its departmental operations and the maintenance of discipline, provided such rules are not inconsistent with the provisions of this agreement. The employer shall provide the Union a copy of all departmental

rules and regulations, as well as City-wide personnel policies and procedures pertaining to employees covered under this agreement. It is mutually agreed that the rules and regulations shall be administered in a fair and equal manner. In any direct conflict between these rules, regulations, policies and procedures and this contract agreement, this contract agreement shall prevail. Infraction of these rules, regulations, policies and procedures shall be dealt with in a reasonable disciplinary action system.

SECTION 2. JUST CAUSE

No employee shall be disciplined or discharged except for just cause.

SECTION 3. PAST RECORD

Discipline shall not be based upon infractions that have occurred more than twenty-four (24) months prior to the occurrence being investigated.

ARTICLE 18 - RESIDENCY REQUIREMENT

Effective July 1, 2006 the residency requirement shall be eliminated.

ARTICLE 19- APPOINTMENT OF NEW FIREFIGHTERS

SECTION 1. COMBINATION OF WRITTEN AND ORAL TESTING

The City and Union agree to change the provisions of Act 78 of 1935, Section 11 (b) from a rule of one (1) to the appointing authority having the right to appoint any of the candidates scoring 70% on a combination of written and oral testing. An additional agility, psychological and medical examination will be required and scored on a pass/fail basis. All remaining portions of the Act 78 not inconsistent with the above will remain in full force and affect.

SECTION 2. AGE REQUIREMENTS

The City and the Union agree to change the provision of Act 78 of 1935, Section 10 (c) relating to minimum and maximum age requirements of applicants by changing the minimum age of an applicant from 21 to 18 and by eliminating the maximum age provision of an applicant.

The City shall defend, indemnify, and save the association harmless against any and all claims, demands or suits arising out of this article.

SECTION 3. SENIORITY

The method for determination of seniority (in sequence) is date of hire, test score and alphabetical last name (at time of hire). The seniority list established by this method should be utilized for all seniority purposes.

ARTICLE 20 - PROBATION

SECTION 1. GENERAL

- A. A newly hired employee shall be on probation for the first twelve (12) months of his/her employment. Prior to expiration of the twelve-month period, the department head shall submit a performance rating report about the probationary employee to the Human Resources Director. Such report shall include a statement as to whether the probationary employee is or is not recommended for retention in the City service.
- B. The first six (6) months of service in a position to which an employee has been appointed, promoted, reemployed or reinstated shall constitute a probationary period. Prior to the expiration of the three-month and six-month period, the department head shall submit a performance rating report about the probationary employee to the Human Resources Director. The department head shall discuss the performance rating with the employee and the employee in a separate statement can provide the Human Resources Director with additional information. Such report shall include a statement as to whether the probationary employee is or is not recommended for retention in the City service, or promotion in grade.

SECTION 2. SICK, VACATION, AND PERSONAL LEAVE DAYS

- A. Newly hired employees shall accumulate sick, vacation and personal leave days as provided for in this Agreement. However, during the probationary period, newly hired employees shall only be able to use accumulated sick time. If a newly hired employee does not satisfactorily complete his/her probationary period, he/she shall not be able to cash out accumulated sick, vacation or personal leave days upon termination.
- B. Upon completion of a fire fighter's probationary period, the fire fighter will be entitled to a prorated number of vacation days on the basis of the number of months remaining in the calendar year in which the fire fighter completes the probationary period.
- C. The fire fighter shall be entitled to six vacation days in the calendar year following the year in which the fire fighter completes the probationary period.

SECTION 3. HOLIDAY PAY

During the first calendar year of employment, a probationary fire fighter shall receive holiday pay (72 hours maximum) on a pro-rated basis based on the number of full months worked. The month in which a fire fighter is hired will be considered if the fire fighter's first workday is before the 16th of the month. (Example: A fire fighter who starts work on April 10 will receive 54 hours of holiday pay (72_hours x 9/12)). Beginning with the start of a second calendar year, the probationary fire fighter will receive the regular amount of holiday pay.

SECTION 4. DISCIPLINE

In the event a dispute arises between a newly hired employee, while on probation, and the Employer, the Union may provide representation for said employee through Step 4 of the grievance procedure. This shall not preclude the employee from electing to pursue his/her remedies through 1935 PA 78, as amended.

SECTION 5. WORK UNIFORMS

Employees are to provide for their own uniforms as established in the departmental policy. It is hereby agreed that the Fire Chief and Union shall work together in implementing this policy.

All new hires shall receive a "start up" amount of \$150.00 plus 1/12th of the prevailing annual uniform allowance for every month calculated to the next July 1st.

All fire fighters and officers on a 54 hour schedule shall receive a uniform allowance. These amounts shall then be adjusted with any subsequent changes in the base wage paid to Firefighters.

Effective July 1, 2012,	\$675.00
2013,	\$708.75, upon ratification
2014,	\$715.84
2015,	\$723.00
2016,	\$730.22

All 40-hour fire personnel shall receive a uniform allowance payable the first pay of July, which will be \$75.00 above 54-hour personnel.

<u>Effective July 1, 2012,</u>	<u>\$750.00</u>
<u>2013,</u>	<u>\$783.75, upon ratification</u>
<u>2014,</u>	<u>\$790.84</u>
<u>2015,</u>	<u>\$798.00</u>
<u>2016,</u>	<u>\$805.22</u>

Should an employee leave the employment of the City prior to the completion of the payment period, refund shall be due the City for the remaining month's allotment.

ARTICLE 21 - TRAINING

SECTION 1. REIMBURSEMENT FOR TRAINING

The City may pay the cost of tuition and books for courses completed at college, university and training seminars. The employee must receive prior approval from the department head and the City Manager. The approval will not be given if the course is not job related or deemed to be beneficial to the employee's work and city services. Upon certification or a passing grade (C or better) and verification of payment, the employee will be reimbursed for tuition and books for that course.

SECTION 2. COMPENSATORY TIME FOR TRAINING

Compensatory time shall be given employees for off duty time spent attending any function, training school, or seminar, except basic training school, which the Chief of the Department asks an employee to attend.

SECTION 3. ASSIGNMENT OF TRAINING

Training from outside of the Department that is open to all personnel will be assigned as follows:

- A. Sign-up sheet will be posted as early as possible, prior to the date of the class being offered.
- B. The most senior personnel, if qualified, shall be selected first.
- C. In the event that training is offered only to officers, the most senior officer, if qualified, shall be selected first.
- D. The Chief of the Department reserves the right to manage and make selections when unusual or particular circumstances are present.

SECTION 4. FIRE OFFICER CLASSES

Upon promotion to Lieutenant within one year of promotion employee must complete Fire Officer I.

Upon promotion to Captain within one year of promotion employee must complete Fire Officer II.

The City will pay the expense for completion of these certification classes.

Officers who do not currently possess the above requirements shall obtain these certifications within one year of executing this agreement.

SECTION 5. FIRE MARSHAL TRAINING

The Fire Marshal shall complete the minimum of the following trainings or certifications as they become available:

- Fire Officer I, II, III
- Fire Investigation School accredited by the National Board on Fire Service Professional Qualification.
- NFPA Fire Inspector I / State Inspector

Said trainings and certifications must be successfully completed within two (2) years of promotion to the Fire Marshal position. This time frame may be extended upon request supported by legitimate reasons, such as the timing at which the classes are offered. Should the employee fail to successfully complete the trainings and certifications within the time frame, he/she shall return to the position held prior to promotion or, if that position no longer exists, to the next highest rank. If said return to the prior rank results in the demotion of any employee from a permanent rank, that demoted employee shall be given the next open position in the rank from which he or she was demoted.

The Fire Marshal shall maintain all certifications through required continuing education programs. The City shall provide release time and funding for Fire Marshal continuing education programs which are approved by the Chief and directly related to the Fire Marshal position.

In addition to the above trainings and certifications, the Fire Marshal may obtain the following desirable certifications if approved by the Fire Chief:

- NFPA Fire Inspector 2 and 3
- NFPA Plan Examiner

The Fire Marshal shall receive up to a maximum of 72 hours of release time per year for state fire inspector's activities to include service on the state executive board.

For the life of the 2012 to 2017 Collective Bargaining Agreement, the City shall have the right to subcontract the duties of the Fire Marshal position, or to assign portions of those duties to other City employees, either inside or outside of the IAFF bargaining unit. However, should the

City elect to fill the Fire Marshal position, it shall do so in accordance with the promotional provisions of this Agreement.

ARTICLE 22 - SAFETY

SAFETY OFFICER

The City and Union will mutually agree on a Safety officer selected from the Union body. This safety officer will meet with the Fire Chief over safety issues.

ARTICLE 23 - GENERAL

SECTION 1. CONFLICT OF AGREEMENT WITH LAW

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 event that any provisions of this agreement shall at any time be held contrary to law by a court of competent jurisdiction from who 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 in full force and effect.

SECTION 2. COPIES OF CONTRACT

A copy of this agreement may be distributed to all employees of the Fire Department electronically.

SECTION 3. TENTATIVE CONTRACT

A copy of the tentative contract will be provided to the Union prior to ratification.

SECTION 4. PHYSICAL FITNESS EQUIPMENT

The City shall pay for repairs to previously purchased physical fitness equipment up to \$100 each contract year.

SECTION 5. CURTAINS IN SLEEPING AREA

The City shall maintain curtains between all beds in the sleeping areas.

SECTION 6. WORK ASSIGNMENTS

Members of the bargaining unit shall not be required to perform work other than the work normally and customarily performed by members of the bargaining unit prior to July 2004; provided however, the City shall have the right to assign the following types of duties to bargaining unit members:

- a. Fire/Building Inspections;
- b. Life Safety Code Enforcement;~~;~~ and

ARTICLE 24 - PROMOTIONS

SECTION 1. YEARS OF SERVICE

The City and union agree to follow the provision of Act 78 of 1935, Section 12 (b) (five years in the Department and two years in the prior rank) in order to test for a promotion. Further, all promotions shall follow a rule of one (1).

SECTION 2. EXCLUSION OF FIRE CHIEF FROM AGREEMENT

The City and Union agree to change the provisions of Act 78 of 1935 to exclude the selection of the Fire Chief from the Act and Union contract. There shall be departmental candidate(s) on the eligibility list for appointment to Fire Chief if meeting the below requirements. The Fire Chief candidates must have graduated from an accredited two year college with major course work in fire science, fire administration, or related field; or must have extensive progressive responsible experience in fire supervisory and administrative work.

SECTION 3. PROMOTIONAL EXAMINATIONS

Promotional examinations shall consist of two parts weighted equally at 50%. All examinations are based on a 100% system. Candidates with a total score of 70 or better shall be placed on an eligibility list for a period of two years. Candidates will be ranked according to total score. The testing organization shall be selected by competitive bid, subject to approval by the Union based upon the qualifications of the organization.

Part 1. Written Examination - The written examination shall be professionally developed and related to the position for which the applicants are being evaluated. Candidates must pass the examination with a 70% or better.

Part 2. Oral Board Examination - The examination will be based upon professionally developed criteria and consider such factors as aptitude, character, and knowledge relative to the position being tested. The oral board shall consist of three (3) members; two of which must be

experienced in the fire service and be of greater rank than the position being tested. Members shall represent cities of comparable size to Ypsilanti. Candidates must pass the examination with a 70% or better.

Part 3. The bibliography for the position of **Fire Marshal** shall consist of:

-IFSTA Fire Inspection and Code Enforcement: 7th Edition, Chapters one (1) through thirteen (13).

The written examination shall only be based on the chapter's that are applicable to Fire Inspector Level I and II.

The bibliography for the position of **Captain** shall consist of:

-IFSTA Fire and Emergency Service Company Officer – 4th Edition, chapter's one (1) through thirty -two (32)

The written examination shall only be based on the chapter's that are applicable to Fire Officer Level I and II.

The bibliography for the position of **Lieutenant** shall consist of:

- IFSTA Fire and Emergency Service Company Officer: 4th Edition, chapter's one (1) through twenty-one (21).

The written examination shall only be based on the chapter's that are applicable to Fire Officer Level I.

Updates of the bibliography to current editions must be done 6 months prior to a promotional exam. Changes in the bibliography or promotional exam will be negotiated.

SECTION 4. SENIORITY POINTS

Seniority points shall be earned at a rate of one half (1/2) per six (6) months of continuous service provided no one shall be credited with over twenty (20) seniority points for the purpose of credit towards a final promotional test score. Seniority points will be added only if the candidate has a combined score of 70 or better under Section 3.

SECTION 5. ACCEPTANCE OF PROMOTION

Any fire fighter or officer who is on a promotional list and who accepts a promotion will not be allowed to return to that list and will not be eligible for another promotion during the period of time that the promotional list is still in effect, in the event that the promotion does not become permanent.

SECTION 6. FORMER RANK

An employee promoted to an Officer rank retains the right to revert back to the rank of Firefighter with the approval of the Fire Chief. It is understood that an Officer ranked employee electing the option to revert back to the rank of Firefighter will not be eligible for a promotion to a line officer position for two (2) years after reverting back to the rank of Firefighter.

ARTICLE 25 - PERFORMANCE EVALUATIONS

Performance evaluations shall be conducted annually during the month of December.

Any individual who receives an evaluation in the "Needs Slight Improvement" or "Needs Much Improvement" range will be re-evaluated within 60 calendar days.

Probationary employees will be evaluated every 90-calendar days. Upon completion of the probationary period employees will then be evaluated the next December.

The original performance evaluation shall be maintained in the employee's master file located in the Human Resources Department.

ARTICLE 26 - FAIR LABOR STANDARDS ACT

The City and Union hereby agree to implement the provisions of the Fair Labor Standards Act regarding overtime provisions effective April 15, 1986 and amended thereafter. Specific reference is made to The Fair Labor Standards Act of 1938, as amended Section 7 (k) and 29 CFR 553.16 work period.

FLSA to be distributed two times a year in March and October.

ARTICLE 27 - CIVIL SERVICE COMMISSION RULE AUTHORITY

The City and the Union hereby agree that the provisions of Act 78, 1935 as amended; Section 9 is hereby amended to prohibit the Civil Service Commission from prescribing, amending or enforcing any rules or regulations not consistent with this contract or current hiring and promotional policies.

The City shall defend, indemnify, and save the Association harmless against any and all claims, demands or suits arising out of this article.

ARTICLE 28 - JOB ASSIGNMENTS

Job assignments within the Department will be on a seniority basis as follows:

- A. Fire fighters shall be allowed to select job assignments starting with the most senior fire fighter, if qualified.
- B. Assignments will be for one year and commence at the beginning of the calendar year.
- C. Assignments will be picked prior to the beginning of the calendar year.
- D. Officers will be excluded from selecting job assignments.
- E. The Chief of the Department reserves the right to manage for training purposes.
- F. Personnel not normally part of the shift on duty will be assigned by the officer in charge.
- G. In the event a Fire Fighter transfers to a new shift other than on a temporary basis, job assignments will be reselected for the entire shift.

ARTICLE 29 - SHIFT BIDS & TRANSFERS

Shift bids will begin September 1. Bidding will start with Captains, who will bid shifts based on department seniority (one Captain per shift). Bidding will continue with Lieutenants, who will bid shifts based on department seniority (one Lieutenant per shift). Bidding will continue with the Fire Fighters, based on department seniority.

Personnel will be afforded one workday after their choice becomes available to make their selection.

All shift transfers will be conducted starting January 1 of each year. The Chief shall notify all employees of all upcoming transfers before November 1 of the previous year, before annual vacation picks are completed.

The Union and the City agree that shift transfers may occur as a result of an emergency situation. Examples of an emergency would be agreed upon between the City and the Union, 30 calendar days notice will be given.

Any emergency transfer that occurs, all vacations previously selected will remain in effect. Any persons agreeing to a trade, their vacations will fit into the existing schedule.

ARTICLE 30 - MINIMUM APPARATUS STAFFING

The City of Ypsilanti shall maintain a Fire Department of no fewer than fifteen (15) full-time employees in positions represented by the Unit. There shall be no fewer than four (4) unit personnel assigned to work per day in Fire Suppression.

ARTICLE 31 - LAYOFF/SUBCONTRACTING

Bargaining unit employees shall be the sole providers of emergency medical services (EMS) and fire suppression, prevention and inspection services for the City. However, it is agreed that:

1. This provision is subject to the Public Employment Relations Act, and does not diminish any rights of the City or the Union under that Act, including Section 15(11) of said Act;
2. This provision also shall not bar any practice currently in place at the ratification of the 2012 to 2017 Agreement concerning the provision of emergency medical services; and
3. The parties agree that fire inspection services may be provided in accordance with Article 21, Section 5.

The parties agree, for the term of the current contract up to 11:59 PM June 30, 2017, no employees in the Unit as of July 1, 2012, will be laid off.

ARTICLE -32 Layoff/Recall

The employer may lay off a permanent employee when it is deemed necessary, by reason of shortage of work or funds, the abolition of the position, or for other related reasons which are outside the employees control and which do not reflect discredit upon the service of the employee.

1. Order of layoff of employees shall be made according to the following procedure:
 - a. Order of layoff of employees shall be made by inverse order of seniority. If it becomes necessary to reduce the number of positions within a rank because of layoffs in other ranks or for any other reason stated in (1) above, these reductions shall be made in the following order. First, employees in their promotional probationary period in the inverse order of time spent in their position. Second, if additional reductions are required or there are no probationary employees in

affected rank(s) they shall be made by inverse order of seniority of the employees in the affected rank(s).

- b. Those employees affected by the reduction of the number of positions within a rank shall have the right to replace the least senior employee in any position in which they have served if they have more seniority than that least senior employee. In addition, employees who are so replaced shall have the right to replace the least senior employee in any position in which they have served if they have more seniority than that least senior employee.
2. The Director of Human Resources shall give notice to the Chief, the employee and Union of any proposed layoff. Such notice shall state the reasons therefore and shall be submitted at least thirty (30) days before the effective date thereof.
 3. No permanent employee shall be laid off from any position while any temporary employee is still employed in the Fire Department.
 4. The employee at the time of the layoff will be paid the amount due as of the date of layoff for the following bonuses that are defined in the contract between the City and Union; food allowance, uniform allowance, EMT allowance, and healthcare waiver. The allowances will be prorated as necessary and will be paid at the prevailing rate in effect as defined by the contract.
 5. The employee will be paid in full, at the current prevailing rate of pay in effect at the time of the layoff for all accumulated vacation and compensatory time. The employee will have the option to maintain their accumulated vacation and compensatory banks for up to a one year period. In the event the employee is not recalled within a one year period the employee will be cashed out at the prevailing rate of pay in effect as defined by the contract at the time the employee was laid off. If the employee chooses to cash out any accumulated bank, the time will not be restored upon being recalled to work.
 6. The City will maintain a laid off employees sick bank during the period of the layoff. If the employee is recalled from layoff, his or her sick leave bank will be restored.
 7. Employees who are laid off will not accrue years of service toward retirement, vacation or sick leave, or other benefits during the layoff. Laid off employees will have the choice to continue health insurance coverage under the federal Consolidation Omnibus Budget Reconciliation Act (COBRA), or to terminate their coverage.

Recall procedure

1. If the fire department experiences layoffs, then all employees on layoff shall be recalled prior to any new person being offered employment in the bargaining unit. This recall right shall last for two years, or the length of the employee's seniority whichever is less.
2. Employees will be recalled in the inverse order of the layoff and will return to the rank held prior to the lay off if that rank is still in existence.
3. It will be the laid off employees responsibility to maintain an updated address with the Human Resources Department. Notices of recall shall be sent to employees at their last known address by Registered Mail or Certified Mail. Employees who fail to report for work within ten (10) days from date of mailing of notice of recall, shall be considered to have quit. However, employees unable to report back to work within ten (10) days because of sickness or injury and report such fact to the Chief within ten (10) days of mailing of notice of recall, shall be given preferential treatment when they have recovered and other jobs in the Fire Department are available.
4. Employees who are recalled will return with benefits based on their original hiring date.
5. Recalled employees length of service is measured from the original date of employment with the department so long as there has been no break in service greater than 30 days. Employees with breaks in service greater than 30 days will only be credited for the time actually worked.

ARTICLE 33 - DURATION

SECTION 1. EFFECTIVE DATES OF AGREEMENT

This agreement shall be effective the first day of July 2012, and shall remain in force and effect to, and including June 30, 2017.

SECTION 2. SUBSEQUENT AGREEMENTS

The parties agree that, commencing not later than May 1, 2017, they will undertake negotiations for a new agreement for a succeeding period. Either party may notify the other within 60 days of the expiration of the contract if the Union wants to negotiate any new conditions or terms. If neither party receives such notice (in writing by the expiration date), this contract will carry forward for the next term year.

Because of extensive changes made to this current contract, if there is any contract language inadvertently deleted, the City and the IAFF agree to revert back to the previous contract for that language.

SECTION 3. CONTINUATION OF AGREEMENT DURING NEGOTIATIONS

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.

SECTION 4. COMPLIANCE WITH MCLA 243.215(7)

An emergency manager appointed under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, shall be allowed to reject, modify, or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531. The parties recognize that the Public Employment Relations Act requires the preceding sentence to be added into the Agreement, but further recognize that PA 4 of 2011 has been repealed by the voters. As such, this provision is solely to comply with the law.

SECTION 5. GENERAL

- A. A copy of the CBA may be e-mailed to unit employees rather than printed out as a “hard” copy. The parties agree to make other changes in the Agreement as may be necessary to effectuate the Agreements listed above.
- B. The Union shall withdraw all pending unfair labor practices against the City upon ratification.
- C. The Employer withdraws all other proposals. The Union withdraws all other proposals. Both the Employer and the Union agree that this is a package settlement.
- D. The Union will notify the Employer in writing when the contract has been ratified by the Union membership.

SIGNATURE PAGE

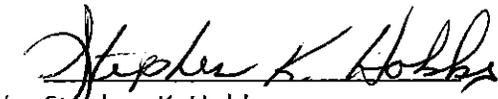
IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives.

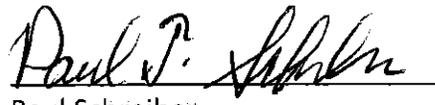
LOCAL 401 OF THE INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS,
also known as the Ypsilanti
Firefighters Association, AFL-CIO

CITY OF YPSILANTI, MICHIGAN
a Michigan Corporation

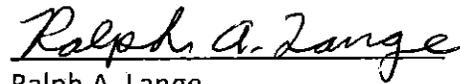
FOR THE UNION:

FOR THE EMPLOYER:


Stephen K. Hobbs
President


Paul Schreiber
Mayor


Max Anthouard
Fire Chief


Ralph A. Lange
City Manager

On Nov. 21st 2013
Date

On NOV. 19, 2013
Date

APPROVED AS TO FORM:


John M. Barr
City Attorney

On NOVEMBER 08, 2013
Date

APENDIX A

A nonprofit corporation and an independent licensee of the Blue Cross and Blue Shield Association

City of Ypsilanti Community BlueSM PPO Benefits-at-a-Glance

This is intended as an easy-to-read summary. It is not a contract. Additional limitations and exclusions may apply to covered services. For an official description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificate and riders. Payment amounts are based on the Blue Cross Blue Shield of Michigan approved amount, less any applicable deductible and/or copay amounts required by the plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.

	In-Network	Out-of-Network
Preventive Care Services –		
Health Maintenance Exam – includes chest X-ray, EKG and select lab procedures	Covered – 100%*, one per calendar year	Not covered
Gynecological Exam	Covered – 100%*, one per calendar year	Not covered
Pap Smear Screening – laboratory and pathology services	Covered – 100%*, one per calendar year	Not covered
Well-Baby and Child Care	Covered – 100%* • 6 visits, birth through 12 months • 6 visits, 13 months through 23 months • 2 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • 1 visit per birth year, 48 months through age 15	Not covered
Immunizations	Covered – 100%*, up through age 16	Not covered
Fecal Occult Blood Screening	Covered – 100%*, one per calendar year	Not covered
Flexible Sigmoidoscopy Exam	Covered – 100%*, one per calendar year	Not covered
Prostate Specific Antigen (PSA) Screening	Covered – 100%*, one per calendar year	Not covered
Mammography		
Mammography Screening	Covered – 100%	Covered – 60% after deductible One per calendar year, no age restrictions
Physician Office Services		
Office Visits	Covered – \$30 copay	Covered – 60% after deductible, must be medically necessary
Outpatient and Home Visits	Covered – 100%	Covered – 60% after deductible, must be medically necessary
Office Consultations	Covered – \$30 copay	Covered – 60% after deductible, must be medically necessary
Urgent Care Visits	Covered – \$30 copay	Covered – 60% after deductible, must be medically necessary

Emergency Medical Care

Hospital Emergency Room	Covered – \$50 copay, waived if admitted or for an accidental injury	Covered – \$50 copay, waived if admitted or for an accidental injury
Ambulance Services – medically necessary	Covered – 100%	Covered – 80% after deductible

Diagnostic Services

Laboratory and Pathology Services	Covered – 100%	Covered – 60% after deductible
Diagnostic Tests and X-rays	Covered – 100%	Covered – 60% after deductible
Therapeutic Radiology	Covered – 100%	Covered – 60% after deductible

Maternity Services Provided by a Physician

Prenatal and Postnatal Care	Covered – 100%	Covered – 60% after deductible Includes care provided by a certified nurse midwife
Delivery and Nursery Care	Covered – 100%	Covered – 60% after deductible Includes delivery provided by a certified nurse midwife

Hospital Care

Semiprivate Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies	Covered – 100%	Covered – 60% after deductible
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Note: Nonemergency services must be rendered in a **participating** hospital Unlimited days

Inpatient Consultations	Covered – 100%	Covered – 60% after deductible
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Chemotherapy	Covered – 100%	Covered – 60% after deductible
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Alternatives to Hospital Care

Skilled Nursing Care	Covered – 100%	Covered – 80% after deductible Up to 120 days per calendar year
Hospice Care	Covered – 100%	Covered – 100% Limited to dollar maximum which is adjusted periodically
Home Health Care	Covered – 100%	Covered – 80% after deductible Unlimited visits

In-Network

Out-of-Network

Surgical Services

Surgery – includes related surgical services	Covered – 100%	Covered – 60% after deductible
Voluntary Sterilization	Covered – 100%	Covered – 60% after deductible
Human Organ Transplants		
Specified Organ Transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	Covered – 100%	Covered – in designated facilities only

Up to \$1 million maximum per transplant type

Bone Marrow – when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504); specific criteria applies	Covered – 100%	Covered – 60% after deductible
Kidney, Cornea and Skin	Covered – 100%	Covered – 60% after deductible

Mental Health Care and Substance Abuse Treatment

Inpatient Mental Health Care	Covered – 50%	Covered – 50% after deductible
Inpatient Substance Abuse Treatment	Covered – 50%	Covered – 50% after deductible
Outpatient Mental Health Care		Unlimited days, up to \$15,000 annual, \$30,000 lifetime maximum
• Facility and Clinic	Covered – 50%	Covered – 50% after deductible
• Physician's Office	Covered – 50%	Covered – 50% after deductible
Outpatient Substance Abuse Treatment – in approved facilities	Covered – 50%	Covered – 50% after deductible

Up to the state-dollar amount which is adjusted annually

Other Services

Outpatient Diabetes Management Program (ODMP)	Covered – 100%	Covered – 60% after deductible
Allergy Testing and Therapy	Covered – 100%	Covered – 60% after deductible
Chiropractic Spinal Manipulation	Covered – 100%	Covered – 60% after deductible
	Up to 24 visits per calendar year	
Outpatient Physical, Speech and Occupational Therapy		
• Facility and Clinic	Covered – 100%	Covered – 80% after deductible
• Physician's Office – excludes speech and occupational therapy	Covered – 100%	Covered – 60% after deductible
	A combined 60-visit maximum per calendar year for physical therapy in the outpatient department of a hospital as well as in the physician's office	
Durable Medical Equipment	Covered – 100%	Covered – 80% after deductible
Prosthetic and Orthotic Appliances	Covered – 100%	Covered – 80% after deductible
Private Duty Nursing	Covered – 50%	Covered – 50% after deductible
Prescription Drugs	EHIM	Not covered
Deductible, Copays and Dollar Maximums		
Note: If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.		
Deductible	None	\$3000 per member, \$6000 per family per calendar year
Copays		
• Fixed Dollar Copays	\$30 for office visits and \$50 for emergency room visits	\$50 for emergency room visits
• Percent Copays	50% for mental health care, substance abuse treatment and private duty nursing	40% for general services and 50% for mental health care, substance abuse treatment and private duty nursing
Copay Dollar Maximums		
• Fixed Dollar Copays	None	None
• Percent Copays – excludes mental health care, substance abuse treatment and private duty nursing copays	Not applicable	\$5,000 per member, \$10,000 per family per calendar year
Dollar Maximums		\$1 million lifetime per covered specified human organ transplant type and a separate \$5 million lifetime per member for all other covered services and as noted above for individual services

APPENDIX B

City of Ypsilanti
DENTAL DESCRIPTION OF BENEFITS
 Active Employee Participant Plan

Please take this information to your dentistK1900177

CALENDAR YEAR DEDUCTIBLE

DHA® PPO Non-PPO

There are no deductibles to apply for this Plan

CALENDAR YEAR MAXIMUM BENEFIT (APPLIES TO CLASS I, II & III)

DHA® PPO		Non-PPO
Each Eligible Family Member	\$1,500	\$1,500
Applies To	Class I, II & III	Class I, II & III

CHILD ORTHODONTIC

DHA® PPO Non-PPO

Lifetime Maximum \$600

	CLASS I	CLASS II	CLASS III	CLASS IV
	DIAGNOSTIC & PREVENTIVE	BASIC RESTORATIVE	MAJOR RESTORATIVE	ORTHODONTIA
Coinsurance: DHA® PPO Non-PPO	100%	80%	80%	50%
Description of Services:	Oral exams, cleanings, bitewing X-rays, fluoride treatments, sealants, intraoral complete series X-rays or panoramic film	Fillings, simple extractions, initial root canal therapy, oral surgery, periodontics, intraoral and extraoral X-rays	Crowns, full and partial dentures, bridges, space maintainers, stainless steel crowns, non-surgical TMJ (\$600 Lifetime Maximum)	Orthodontic extractions, full or partial bands, appliances (removable and fixed)

Pre-Determination: If the charge for any dental treatment is expected to exceed \$300, Assurant Employee Benefits recommends a dental treatment plan be submitted to claims for review before treatment begins.

Dental Health Alliance® -For referral to a PPO Provider, call 800.442.7742 or go to www.dha.com

CLAIMS/CUSTOMER SERVICE:

Assurant Employee Benefits, PO Box 2940, Clinton, IA 52733 (800) 442-7742

APPENDIX C - RETIREE HEALTH INSURANCE

LETTER OF UNDERSTANDING RETIREE HEALTH INSURANCE

The City of Ypsilanti and Ypsilanti Fire Fighters Association, Local 401, agree to the following conditions for the purpose of Retiree Health Insurance:

- The parties agree to establish a committee to study cost saving or cost neutral options for medical insurance and prescription drug coverage for retirees who have reached Medicare eligibility.

- The Employer may include other City bargaining unit representatives to participate on the retiree health insurance committee.

- The parties agree the inclusion of representatives from other City bargaining units does not set a precedent for future joint bargaining on any issue between the Ypsilanti Firefighters Association, Local 401 and the City of Ypsilanti.

- Subject to the terms of the parties' collective bargaining agreement, the current medical insurance and prescription coverage for retiree health care coverage shall remain in force and effect pending agreement upon provisions for medical, prescription and dental insurance for retirees who have reached eligibility for Medicare insurance.

YPSILANTI FIREFIGHTERS
ASSOCIATION, LOCAL 401

CITY OF YPSILANTI

Date: _____

Date: _____

ATTACHMENT D

**CITY OF YPSILANTI
Plan E**

**PAID IN FULL EXAM & LENSES WITH EXTRAS
12 MONTH BENEFIT FREQUENCY***

This plan provides for payment in full for the exam. The lens allowance is in full for covered services and/or materials up to the Reasonable and Customary (R&C) scheduled payment. The MECA participating providers accept Reasonable and Customary fee as payment in full. Patients may go to either a network optometrist (O.D.) or a network ophthalmologist (M.D.) and a basic examination will be covered in full. A fixed maximum benefit allowance is established for contact lenses and frames. Patients have total freedom of choice for their doctors or opticians; they may see any doctor throughout the country and receive the out-of-network reimbursement. Since MECA network doctors have agreed to accept benefit assignment and wait for payment from us for all covered items, if one choose to see a network doctor, the covered individual is only responsible for the balance on frames, contacts, any co-payment and non-covered items they choose and, therefore, should have less out of pocket expense.

<u>BENEFIT COVERAGE</u>	<u>PLAN PAYS</u>	<u>OUT OF NETWORK PAYMENT</u>
EXAMINATION		
MD	Reasonable & Customary	\$ 72
OD	Reasonable & Customary	\$ 50
LENSES (Pair)		
Single Vision	Reasonable & Customary	\$ 60
Bifocals	Reasonable & Customary	\$ 85
Trifocals	Reasonable & Customary	\$ 105
Progressive	Pay same as trifocal	\$ 105
EXTRA		
Polycarbonate	\$ 40	\$ 40
FRAME	\$ 100	\$ 100
CONTACT LENSES		
Cosmetic	\$ 200	\$ 200
Med. Necessary	\$ 400	\$ 400
(In lieu of FRAME AND LENS)		
ESTIMATED MONTHLY COST:		
Single**	\$ 7.18	
Family**	\$17.75	

The rates illustrated include MECA's administrative service fee.

** The rate is a weighted average of single and family rates

APPENDIX E - FUNCTIONAL DISTRICT FIRE DEPARTMENT

**LETTER OF UNDERSTANDING
FUNCTIONAL DISTRICT FIRE DEPARTMENT**

The City of Ypsilanti and Ypsilanti Fire Fighters, Local 401, agree to create and implement an Ann Arbor Ypsilanti Fire Department Co-operative Initiative.

The Co-operative initiative will be jointly developed by the respective fire fighter unions and fire chiefs of the Cities of Ann Arbor and Ypsilanti.

The co-operative shall include standard operating procedures based on existing resources, and current fire fighter standards.

The Co-operative initiative shall be agreed upon by all prior to implementation to include changes to the agreement in the event changes are required.

YPSILANTI FIREFIGHTERS CITY OF YPSILANTI
ASSOCIATION, LOCAL 401

Date: _____ Date: _____

APPENDIX F

CITY OF YPSILANTI FIRE AND POLICE RETIREMENT SYSTEM DEFERRED RETIREMENT OPTION PLAN: DROP

A. OVERVIEW

Effective _____, 2008, any employee who is a member of the _____ Union (“Union”) and a member of the City of Ypsilanti Fire and Police Retirement System (“Retirement System”) may at any time voluntarily elect to participate in the City of Ypsilanti Fire and Police Retirement System Deferred Retirement Option Plan (“DROP”) after attaining 20 years of service credit regardless of age. Upon commencement of DROP participation, the Participant’s DROP Benefit shall be the dollar amount of his or her monthly pension benefit computed by using the contractual guidelines and formula(s) that are in effect on the DROP Date. During DROP participation, the Participant continues with full employment status and receives all future promotions and benefit/wage increases, and is considered an employee of the City, not a retiree. The Participant’s DROP Benefit shall be credited monthly to the Participant’s DROP Account which shall be established within the Defined Benefit Plan of the City of Ypsilanti Fire and Police Retirement System. The Participant’s DROP Account shall be maintained and managed by the Board of Trustees of the Retirement System (“Retirement Board”). Upon termination of employment, the retiree shall begin to receive payment or payments from his or her individual DROP Account as described herein. The DROP payment or payments are in addition to all other contractual pension benefits. The Participant is solely responsible for analyzing the tax consequences of participation in the DROP.

B. ELIGIBILITY

Effective _____, 2008, any employee who is a member of the Union and a member of the Retirement System may at any time voluntarily elect to participate in the DROP after attaining 20 years of service credit regardless of age. The member’s election to participate in the DROP shall not operate to change or in any way modify the Retirement System’s minimum requirement for a normal service retirement.

C. PARTICIPATION PERIOD

The maximum period for participation in the DROP is five (5) years (the “Participation Period”). There is no minimum time period for participation. A DROP Participant must cease employment with the City of Ypsilanti within five (5) years from their DROP Date. The election to participate in the DROP is voluntary; however, an employee’s application and election to participate in the DROP shall constitute an irrevocable election to terminate employment and retire no later than five (5) years after his or her effective DROP date.

Upon termination of employment, the retiree shall commence receipt of the monthly retirement benefit previously credited to their DROP Account, unless an Optional form of benefit is elected pursuant to Subsection E. Failure to terminate employment at the expiration of the DROP Participation Period shall result in the forfeiture of the Participant's monthly pension benefit otherwise payable to his or her DROP Account until termination of employment. The foregoing statement shall not be interpreted as allowing the DROP Participant the option of continuing employment after the expiration of his or her DROP period. Interest on the DROP Account however, will continue to accrue during such a forfeiture period, pursuant to Subsection G.

D. ELECTION TO PARTICIPATE

Once commenced, DROP Participation is IRREVOCABLE (except as specifically provided in Subsection M herein). An employee who wishes to participate in the DROP, shall complete and sign such application form or forms as shall be required by the Retirement Board no less than 30 days, but no more than 90 days prior to their intended DROP Date. The Retirement Board shall review the application within a reasonable time period and make a determination as to the employee's eligibility for participation in the DROP. On the employee's effective DROP Date, he or she shall become a DROP Participant, and shall cease to accrue additional retirement benefits otherwise credited to active members of the Retirement System. The amount of credited service, multiplier and average final compensation shall be fixed as of the Participant's DROP Date. Increases in compensation and accrual of additional service during DROP Participation will NOT be factored into the pension benefits of active or former DROP Participants (except as specifically provided in Subsection L). A Participant's DROP Date only applies to the employee's retirement benefit provisions as provided herein and not to any other contractual benefits or retiree medical benefits in effect or accruing after a Participant's DROP Date.

Except with regard to the retirement benefits expressly provided herein, DROP Participants will continue with full employment status with all rights and privileges afforded to employees in this Union, including, but not limited to, future promotions, benefit/wage increases, union membership and representation, as well as, retirement system membership and Board representation.

E. DROP BENEFIT

The Participant's DROP Benefit shall be the regular monthly retirement benefit to which the employee would have been entitled if the employee had actually terminated employment and retired on the DROP Date (less the annuity withdrawal reduction as set forth in Subsection F and/or actuarial reductions as a result of the employee electing an Optional form of benefit under the Plan, if applicable).

The calculation of the employee's "Average Final Compensation" ("AFC") shall be based upon

the contract provisions in effect on the employee's DROP Date and to the extent applicable, shall include all monies which, if the employee had terminated employment on their DROP Date, would have otherwise been included in calculating the Employee's AFC. It is expressly understood that the actual amount of "separation buyout monies" included in AFC may be different in amount than the "separation buyout monies," if any, paid to the DROP Participant at actual termination of employment.

The Participant's DROP Benefit shall be credited monthly to the Participant's individual DROP Account. A DROP Participant may prior to his or her DROP date elect to receive his or her benefit in the form of the Retirement System's Option I or Option II benefit and nominate a named beneficiary in accordance with the Retirement System provisions. A Participant's DROP Benefit that is credited monthly in to the Participant's DROP Account shall not change during the Participant's DROP Participation. The term "spouse" for purposes of survivorship benefit qualification of DROP Participants, shall mean: (1) the person to whom the Participant was legally married on the Participant's date of death if such death occurs during DROP Participation; or (2) the person to whom the retiree was legally married on both the effective date of termination of employment and the retiree's date of death in the event such death occurs after termination of employment. The definition of "spouse" herein may be amended pursuant to an Eligible Domestic Relations Order entered pursuant to Michigan Public Act 46 of 1991, as amended (MCL §38.1701 et seq.).

F. ANNUITY WITHDRAWAL

An employee who elects to participate in the DROP (and correspondingly, ceases to accrue additional retirement benefits otherwise credited to active members of the Retirement System) may elect the Annuity Withdrawal Option provided by the Retirement System at the time of electing DROP participation.

Such election shall be made commensurate with the Participant's DROP election, but not thereafter, and will be utilized to compute the actuarial reduction of the Participant's DROP Benefit, as well as his or her monthly retirement benefit from the Retirement System after termination of employment. DROP Participants who do not elect the Annuity Withdrawal Option shall have their full unreduced benefit credited to their DROP Account.

The annuity withdrawal amount (accumulated contributions) shall be withdrawn from the Retirement System either at the time of DROP election, or at termination of employment, at the election of the DROP Participant. All withdrawal provisions and options under the Retirement System which are available to members shall be available to the DROP Participant at such time as he or she elects withdrawal of his or her accumulated contributions.

At the time of the Annuity Withdrawal election, if an employee is electing a straight life form of benefit with no qualifying spouse, the annuity withdrawal reduction computation is based in part upon the actuarial life expectancy of the employee (rather than the life expectancies of

both the Employee and a qualified spouse). There shall be no adjustment to the benefits payable to the DROP Participant upon the Participant's subsequent marriage. In the event such spouse (i.e. qualified after calculation of the annuity withdrawal election) subsequently qualifies for benefits payable by the Plan, said benefits shall not be adjusted based upon the Employee's annuity withdrawal election.

If allowed by applicable law and regulation, employees hired on or after July 1, 2012 shall not be eligible for the annuity withdrawal option.

G. DROP ACCOUNTS

For each individual DROP Participant, a DROP Account shall be created in which shall be accumulated at DROP Interest the Participant's DROP Benefits. All DROP Accounts shall be maintained for the benefit of each DROP Participant and will be managed by the Retirement Board in the same manner as all Retirement System assets. DROP Interest for each DROP Participant shall be at a fixed rate of 4.0% per annum with interest credited on the first day of each month on the prior month's principal and interest balance. By way of example, the following illustration is provided: The DROP Interest rate is 4.0% per annum compounded monthly (e.g. .3333% monthly). An individual's DROP Account balance on June 1, 2007 is \$12,500 (including principal and interest). On July 1, 2007, the individual's DROP Account will be credited with \$41.66 in interest.

The Retirement Board shall provide each DROP Participant with an annual statement of his or her account activity. The reference to individual DROP Accounts shall be interpreted to refer to the accounting records of the Retirement System and not to the actual segregation of moneys in the funds of the Retirement System.

H. CONTRIBUTIONS

The employee's contributions to the Retirement System shall cease as of the Participant's DROP Date for each employee entering the DROP.

The payroll of DROP Participants will be included in the covered compensation upon which regular City contributions to the Retirement System are based. Employer contributions shall be credited to the Retirement System and not to any individual's Drop Account.

I. DISTRIBUTION OF DROP FUNDS

Upon termination of employment, the former DROP Participant must choose one, or a consistent combination, of the following distribution methods to receive payment(s) from his or her individual DROP Account:

- 1) A total lump sum distribution to the Participant or recipient;

- 2) A partial lump sum distribution to the Participant or recipient;
- 3) A lump sum direct rollover to another qualified plan to the extent allowed by federal law and in accordance with the Retirement Board's rollover procedures;
- 4) An annuity payable for the life of the Participant or recipient;
- 5) An optional form of annuity as established by Public Act 345 of 1937, as amended; or
- 6) No distribution, in which case the accumulated balance shall remain in the Plan to the extent allowed by federal law;

Lump sum or partial lump sum distributions which would exceed Internal Revenue Code Section 415 limits will not be authorized. A former Participant may change his or her distribution method as may be applicable no more than once per year prior to June 30th of each year in accordance with such procedures and time guidelines as adopted by the Retirement Board. A former Participant may elect a total lump sum distribution for any remaining balance in his or her DROP Account at any time after termination of employment which will be paid within 90 days after receiving the former Participant's request. All benefit payments under the DROP shall be made (or commence in the case of an annuity) as soon as practical after entitlement thereto, but in no event later than the April 1st following the later of:

- 1) The calendar year in which the Participant attains age 70 ½, or
- 2) The calendar year in which the Participant's employment terminated.

If the Accumulated Balance in any former Participant's account becomes less than \$5,000 (or such other amount as provided in Internal Revenue Code Section 411(a)(11)(A)), then the Retirement Board, in its sole discretion, shall have the option of distributing the former Participant's entire account, in the form of a lump sum, to the former Participant.

Any and all distributions from the Participant's DROP Account shall not be subject to offset by any workers' compensation wage loss payments received by the Participant, including any redemption amounts.

J. DEATH DURING DROP PARTICIPATION

Except as otherwise provided in Subsection L, if a DROP Participant dies either before full retirement (i.e., before termination of service), or during full retirement (i.e., after termination of service), but before the DROP account balance has been fully paid out, the Participant's designated beneficiary or beneficiaries shall receive the remaining balance in the Participant's DROP Account in the manner in which they elect from the previously mentioned distribution methods (Subsection I). In the event the Participant has failed to name a beneficiary, the DROP account balance shall be payable to the Participant's beneficiary of benefits from the Retirement System. If there is no such beneficiary, the DROP account balance shall be paid in a lump sum to the Participant's estate. Benefits payable from the Retirement System shall be determined as if the DROP Participant had separated from service on the day prior to his or her date of death.

K. DISABILITY DURING DROP PARTICIPATION

Except as otherwise provided in Subsection L, in the event a DROP Participant becomes totally and permanently disabled from further performance of duty as a police officer in accordance with the provisions of the Retirement System, the Participant's participation in the DROP shall cease and the member shall receive such benefits as if the Participant had retired and terminated employment during the Participation Period.

Application and determination of disability shall be conducted in accordance with the Retirement System provisions; however, the Participant shall not be eligible for disability benefits from the Retirement System, except as specifically provided in Subsection L.

L. SPECIAL PROVISION FOR DUTY DISABILITY AND DUTY DEATH

A DROP Participant who is found by the Retirement Board, in accordance with Retirement System provisions, to be totally and permanently incapacitated for duty by reason of a personal injury or disease occurring as the natural and proximate result of causes arising out of and in the course of the employee's employment with the City, may retroactively revoke the Participant's DROP election if the revocation occurs before the payment of a distribution to the employee from the Participant's DROP account or payment of disability or retirement benefits to the employee from the Retirement System.

If a DROP Participant dies in the line of duty while in the employ of the City, the DROP Participant's eligible survivors (i.e., survivors qualified under Section 6(2) of Public Act 345 of 1937, as amended, and the Participant's applicable collective bargaining agreement) and the Participant's eligible DROP beneficiary or beneficiaries may, by unanimous agreement, retroactively revoke the Participant's DROP election if the revocation occurs within 90 days of Participant's date of death and before payment of a distribution from the Participant's DROP Account or payment of benefits from the Retirement System.

If a DROP election revocation is made as prescribed by this Subsection, the Participant's DROP Account is not distributed and the Participant, or the Participant's beneficiary or beneficiaries as applicable, is entitled to all benefits provided by the Retirement System as if a DROP election had not been made. In the event of revocation of DROP Participation as provided herein, there shall be no requirement for retroactive payment of employee contributions which would otherwise have been paid by the employee to the Retirement System and the employee shall receive service credit for all service rendered during DROP Participation or as otherwise provided in the applicable collective bargaining agreement.

M. PROMOTION

In the event a member of the Union is promoted to a position out of the bargaining unit, but to a position covered by the Retirement System, DROP Eligibility, DROP Participation and

membership in the Retirement System shall continue under the same terms and conditions as stated herein including the Participation Period pursuant to Subsection C above.

N. INTERNAL REVENUE CODE COMPLIANCE

The DROP is intended to operate in accordance with Section 415 and other applicable laws and regulations contained within the Internal Revenue Code of the United States. Any provision of the DROP, or portion thereof that is found by the Retirement Board to be in conflict with an applicable provision of the Internal Revenue Code of the United States is hereby declared null and void.

The DROP Account herein discussed shall be established as part of the Defined Benefit Plan of the Retirement System or such other plan as the Retirement Board shall agree upon (i.e., I.R.C. section 415(m) benefit plan) after consultation with appropriate legal counsel.

APPENDIX G – Letter of Understanding - August 1, 2011

On the Job Injuries

In the event an employee experiences an on the job injury, every attempt will be made to bring them to full active duty. In some instances, this could take time and rehabilitation. If an employee suffers an on the job duty injury, and in the opinion of his/her physician is unlikely to be able to return to fire fighting within six (6) months of the date of the injury, the City will provide a light duty position to that employee, subject to the limitations set forth below. The City will notify the Union of light duty work schedules that will consist of either the normal 54 hour week work schedule and rotation of the injured employee or a modified light duty schedule of a 40 hour work week.

If an injured employee is determined to be able to maintain the normal 54 hour work week schedule, then no modification will take place for the injured employee's benefits.

If an injured employee is determined to be placed on a 40 hour work week light duty schedule the following adjustments will be made:

- **Hours worked:** Employee will move from a 54 hour work week to a 40 hour work week with normal hours of Monday through Friday 8:00a.m. - 5:00p.m. Times may be modified if mutually agreed to by the Union and the Chief.
- **Accruals:** All accruals of vacation, sick and personal time will remain the same as the 54 hour work week; however, any increments of time will be taken as 10.8 hours per 8 hour work day and 5.4 hours for any 4 hour allotments.
- **Holiday Pay:** Employees will maintain their holiday pay at the same level as a 54 hour employee.
- **Food Allowance:** Food allowance will be \$5.00 per day for the employee that is on a 40 hour work week light duty schedule.
- **CAD Days:** CAD days will be eliminated in this 40 hour work week light duty schedule.

- **Maintenance allowance, EMT Bonus** and all other payouts will be administered per a 54 hour a work week schedule.
- **The employee shall only be eligible for overtime and assignments that match both his/her schedule and work restrictions.**

The City shall have the right to require a medical re-evaluation of the employee every six (6) months from the time of injury. If as a result of this re-evaluation, the City or the employee's doctor determines the injured employee is permanently disabled from full duty, the City shall begin the process of a medical disability.

An employee may receive treatment from his/her own doctor after the required waiting period of ten (10) days. If there is disagreement between the City doctor and the employee's doctor then the City reserves the right to seek a third medical opinion. The cost of the Independent Medical Exam (IME) will be paid by the City. The third opinion will be binding upon the parties.

The City will provide at least one (1) light duty position for a fire fighter injured in the line of duty. The City may, at its discretion, provide for more than one light duty position, but is under no obligation to do so.

Should there only be one (1) light duty position available, the following will go into effect:

- If two (2) fire fighters are injured at the same time, seniority will prevail. The senior firefighter will be given the first option of either a 54 hour work week or modified light duty. The nature of injuries and medical restrictions will be taken into consideration.
- If one fire fighter is already on light duty and another fire fighter with higher seniority is injured on a different day and/or time, then the fire fighter who is currently on light duty will be able to remain on light duty.

This policy shall supersede any inconsistent provision of the parties' collective bargaining agreement and/or past practice.

APPENDIX H - PROMOTIONAL EXAM PROCEDURES

LETTER OF UNDERSTANDING

PROMOTIONAL EXAM PROCEDURES

Notification of a promotional examination will be announced by the Civil Service Commission and posted on the administrative bulletin board, located at the fire station. The sign-up sheet for eligible candidates shall be posted at City Hall in a location that is convenient for the Human Resources Department. The sign-up sheet shall be removed by the Human Resources Department after a minimum of fourteen (14) days, which will not include weekends, holidays, or furlough days.

From the date that the sign-up sheet is posted, a minimum of one hundred twenty (120) calendar days shall have passed before the written test is administered, followed by the oral exam. The written exam and oral exam shall be separated by minimum of fourteen (14) calendar days which will not include weekends, holidays, or furlough days.

YPSILANTI FIREFIGHTERS
ASSOCIATION, LOCAL 401

CITY OF YPSILANTI



DATE: 10/22/13

DATE: 10-23-2013

IAFF WAGE SCHEDULE

EFFECTIVE AT SIGNING 2013

FIREFIGHTER STEP/GRADE	F01-1A AT START	F01-1 AT 1 YR	F01-2 AT 2 YR	F01-3 AT 3 YR	F01-4 AT 4 YR	F01-5 AT 5 YR	F01-6 AT 6 YR
ANNUAL	\$35,212	\$36,307	\$39,565	\$43,103	\$47,006	\$51,695	\$56,862
BI-WEEKLY	\$1,354.31	\$1,396.42	\$1,521.73	\$1,657.81	\$1,807.92	\$1,988.27	\$2,187.00
HOURLY	\$12.54	\$12.93	\$14.09	\$15.35	\$16.74	\$18.41	\$20.25

**FIRE
LIEUTENANT
STEP/GRADE** (112%)*
F03-1

ANNUAL	\$63,685
BI-WEEKLY	\$2,449.44
HOURLY	\$22.68

**FIRE CAPTAIN
STEP/GRADE** (117%)*
F04-1

ANNUAL	\$66,529
BI-WEEKLY	\$2,558.84
HOURLY	\$23.693

**FIRE MARSHAL
STEP/GRADE** (125%)*
F05-1

ANNUAL	\$71,078
BI-WEEKLY	\$2,733.80
HOURLY	\$25.313

*** OF TOP PAID FIREFIGHTER**

IAFF WAGE SCHEDULE

EFFECTIVE JULY 1, 2014

FIREFIGHTER STEP/GRADE	F01-1A AT START	F01-1 AT 1 YR	F01-2 AT 2 YR	F01-3 AT 3 YR	F01-4 AT 4 YR	F01-5 AT 5 YR	F01-6 AT 6 YR
ANNUAL	\$35,577	\$36,672	\$39,958	\$43,524	\$47,483	\$52,201	\$57,424
BI-WEEKLY	\$1,368.35	\$1,410.46	\$1,536.85	\$1,674.00	\$1,826.27	\$2,007.73	\$2,208.62
HOURLY	\$12.67	\$13.06	\$14.23	\$15.50	\$16.91	\$18.59	\$20.45

**FIRE
LIEUTENANT
STEP/GRADE** **(112%)*
F03-1**

ANNUAL	\$64,315
BI-WEEKLY	\$2,473.63
HOURLY	\$22.904

**FIRE CAPTAIN
STEP/GRADE** **(117%)*
F04-1**

ANNUAL	\$67,186
BI-WEEKLY	\$2,584.12
HOURLY	\$23.927

**FIRE MARSHAL
STEP/GRADE** **(125%)*
F05-1**

ANNUAL	\$71,780
BI-WEEKLY	\$2,760.80
HOURLY	\$25.563

*** OF TOP PAID FIREFIGHTER**

IAFF WAGE SCHEDULE

EFFECTIVE JULY 1, 2015

FIREFIGHTER STEP/GRADE	F01-1A AT START	F01-1 AT 1 YR	F01-2 AT 2 YR	F01-3 AT 3 YR	F01-4 AT 4 YR	F01-5 AT 5 YR	F01-6 AT 6 YR
ANNUAL	\$35,942	\$37,038	\$40,351	\$43,973	\$47,961	\$52,734	\$57,985
BI-WEEKLY	\$1,382.38	\$1,424.54	\$1,551.96	\$1,691.27	\$1,844.65	\$2,028.23	\$2,230.19
HOURLY	\$12.80	\$13.19	\$14.37	\$15.66	\$17.08	\$18.78	\$20.65

**FIRE
LIEUTENANT
STEP/GRADE** (112%)*
F03-1

ANNUAL	\$64,943
BI-WEEKLY	\$2,497.82
HOURLY	\$23.128

**FIRE CAPTAIN
STEP/GRADE** (117%)*
F04-1

ANNUAL	\$67,842
BI-WEEKLY	\$2,609.28
HOURLY	\$24.160

**FIRE MARSHAL
STEP/GRADE** (125%)*
F05-1

ANNUAL	\$72,481
BI-WEEKLY	\$2,787.70
HOURLY	\$25.812

*** OF TOP PAID FIREFIGHTER**

IAFF WAGE SCHEDULE

EFFECTIVE JULY 1, 2016

FIREFIGHTER STEP/GRADE	F01-1A AT START	F01-1 AT 1 YR	F01-2 AT 2 YR	F01-3 AT 3 YR	F01-4 AT 4 YR	F01-5 AT 5 YR	F01-6 AT 6 YR
ANNUAL	\$36,307	\$37,403	\$40,744	\$44,423	\$48,438	\$53,268	\$58,575
BI-WEEKLY	\$1,396.42	\$1,438.58	\$1,567.08	\$1,708.58	\$1,863.00	\$2,048.77	\$2,252.88
HOURLY	\$12.93	\$13.32	\$14.51	\$15.82	\$17.25	\$18.97	\$20.86

**FIRE
LIEUTENANT
STEP/GRADE** **(112%)*
F03-1**

ANNUAL	\$65,604
BI-WEEKLY	\$2,523.20
HOURLY	\$23.363

**FIRE CAPTAIN
STEP/GRADE** **(117%)*
F04-1**

ANNUAL	\$68,533
BI-WEEKLY	\$2,635.85
HOURLY	\$24.406

**FIRE MARSHAL
STEP/GRADE** **(125%)*
F05-1**

ANNUAL	\$73,219
BI-WEEKLY	\$2,816.10
HOURLY	\$26.075

*** OF TOP PAID FIREFIGHTER**