

**Contract Between  
The  
Inkster Firefighters Union  
IAFF Local 1577**



**And the  
City of Inkster**

**July 1, 2017 - June 30, 2020**

BN  
SP

## INDEX

	<u>ARTICLE</u>	<u>PAGE</u>
Appendix A – Pay Schedule		38
Purpose and Intent		4
Anti-Discrimination	2	5
Apparatus Maintenance	40	30
Bedding	46	32
Bulletin Boards	30	26
Court Time	34	29
Disability Leave/Duty Disability Leave	16	16
Discipline and Discharge	14	15
Duration	49	36
Educational Leave	21	19
Emergency and Funeral Leave	17	17
Equipment Allowance	31	26
Extension	50	36
Forty Hour Employee-Fire Prevention Division	53	36
Grievance Procedure	7	8
Haz-Mat/USAR Teams	52	36
Health and Safety Committee	43	31
Healthcare	25	23
Holiday Provisions	15	16
Hours of Work	8	10
Income Protection Disability	47	32
Job Classification and Pay Plan	32	27
Joint Responsibilities	3	5
Jury Leave	18	18
Layoff and Recall	11	12
Leave of Absence without Pay	20	18
Life Insurance	27	25
Management Responsibilities	4	6
Military Leave	19	18
Minimum Manpower	37	30
New Training and Education	35	29
Optical and Dental Plan	45	31
Overtime	9	10
Paramedic Bonus and EMS Coordinator	51	36
Pay Changes	33	28
Pay Checks	39	30
Pension Changes	48	33
Personal Leave	24	23
Probationary Employees	10	11
Promotions	13	13

## INDEX

	<u>ARTICLE</u>	<u>PAGE</u>
Recognition	1	5
Residency	41	30
Retiree Healthcare	26	24
Safety Equipment	42	31
Seniority	12	12
Shared Services	54	37
Sick Leave	22	19
Special Conferences	29	26
Statutorily Required Emergency Manager	55	37
Telephones	44	31
Union Business	28	25
Union Dues and Initiation Fees	6	7
Union Security (Agency Shop)	5	6
Vacation Leave	23	21
Work Rules	38	30
Working Conditions	36	29

## PURPOSE AND INTENT

The general purpose of the Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations between the City, the employees and the Union.

The parties mutually recognize that the responsibilities of both the employees and the City to the public requires that any disputes arising between the employees and the City be adjusted and settled in an orderly manner without interruption of said service to the public as is provided by law.

The Union further recognizes the essential public service here involved and the general health, welfare and safety of the community is dependent upon proper service to the community and agrees to encourage increased efficiency on the part of its members.

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

NOW THEREFORE, for and in consideration of the premise and the mutual promises and agreements herein contained, it is agreed that:

1. **RECOGNITION**

- (a) Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the City of Inkster does hereby recognize the International Association of Fire Fighters, Local 1577, AFL-CIO, (hereinafter referred to as the Union), as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of the Agreement and all employees of the City included in the bargaining unit described below insofar as the same is permissible under applicable statutes of law.
- (b) The bargaining unit shall include all full-time firefighting personnel, Fire Fighters, Sergeants, Captains, probationary employees and all employees in the Fire Prevention Division; and shall exclude the Fire Chief, clerical employees and any temporary, provisional, seasonal, part-time and all other employees in the unclassified service as defined in the City Ordinance and the Personnel Rules and Regulations.

2. **ANTI-DISCRIMINATION**

- (a) There shall be no discrimination against any employee because of his membership in the Union, or because of his acting as an officer or in any other capacity on behalf of the Union.

3. **JOINT RESPONSIBILITIES**

- (a) **NO STRIKE – NO LOCKOUT:** Under no circumstance will the Union cause or authorize or permit its members to cause nor will any member of the bargaining unit take part in any strike, stay-in or slowdown, in any plant or property of the City or any curtailment of work or restriction of production or interference with the operations of the City during the term of this Agreement, or during any period of time while negotiations are in progress between the Union and the City for the continuance of renewal of this Agreement. In the event of a work stoppage or other curtailment of or interference with production, the City shall not negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until same has ceased.
- (b) In the event of a work stoppage or other curtailment, the Union shall immediately instruct the involved employees in writing that their conduct is in violation of the contract, that they may be disciplined, and instruct all such persons to immediately cease the offending conduct.
- (c) The City shall have the right to discipline any employee who instigates, participates in or gives leadership to any activity herein prohibited.
- (d) The City will not lockout employees during the term of this agreement.

- (e) MUTUAL AID: No fire personnel shall be required to respond to any fire alarm or otherwise to another community under any mutual aid or like agreement between this municipality and such other community if it is established by the Inkster Fire Chief or his representative that such alarm or requested response is related to a labor dispute in such other community.
- (f) Union personnel may refer to Union-City Contract during breaks of working hours.

#### 4. MANAGEMENT RESPONSIBILITIES

- (a) It is recognized that the government and Management of the City, the control and management of its properties and the maintenance of municipal functions and operations are reserved to the City and that all lawful prerogatives of the City shall remain and be solely the City's right and responsibility. Such rights and responsibilities belonging solely to the City are hereby recognized prominent among which, but by no means wholly inclusive, are all rights involving public policy, the rights to decide the number and location of plants, stations, etc., work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials, in order to operate and manage its affairs in all respects in accordance to law, subject only to the statutory duty to bargain, seniority rules, grievance procedure, and other express provisions of this Agreement as herein set forth.
- (b) It is further recognized that the responsibility of the Management of the City shall include the right to adopt, revise, and enforce working rules and to carry out costs and general improvement programs including the right to hire, suspend, and discharge for just cause, assign, promote, or transfer or determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons is vested exclusively in the City, subject only to the statutory duty to bargain, seniority rules, grievance procedure, and other express provisions of this Agreement as herein set forth.

#### 5. UNION SECURITY - AGENCY SHOP

- (a) The City recognizes the Union as the sole and exclusive bargaining representative of the employees of the Fire Department.
- (b) The City shall deduct as dues, from the pay of each employee from whom it receives an authorization to do so, the required amount for payment of Union dues and assessments and service charges.
- (c) Such sums, accompanied by a list of employees who had authorized such deductions and from whom no deductions were made and the reason therefore, shall be forwarded to the Union office within thirty (30) days after such collections have been made. Any employee who is not a Union member may pay to the Union an amount equal to the Union's regular monthly dues as a service charge.

6. UNION DUES AND INITIATION FEES

- (a) Payment by Authorization for Payroll Deduction - Eligible employees, whether members of the Union or otherwise, may tender the monthly membership dues or service charges by signing the "Authorization for Payroll Deduction" form. During the life of this Agreement and in accordance with the terms of the form of "Authorization of Payroll Deduction Dues" hereinafter set forth, and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed the "Authorization for Payroll Deduction" form.
- (b) Deductions - Deductions shall be made only in accordance with the provisions of said Authorization for Payroll Deduction of Dues, together with the provisions of this Agreement.
- (c) Delivery of Executed Authorization for Payroll Deduction Form -A properly executed copy of such Authorization for Payroll Deduction of Dues form for each employee for whom Union membership dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Payroll Deduction of Dues forms which have been properly executed and are in effect. Any Authorization for Payroll Deduction of Dues form which is incomplete or in error will be returned to the Local Union Financial Secretary by the Employer.
- (d) When Deductions Begin - Payroll deductions under all properly executed Authorization for Payroll Deduction of Dues forms shall become effective at the time the application is tendered to the Employer.
- (e) Delivery of Additional Payroll Deduction Forms - The Union will provide to the Employer any additional Authorization for Payroll Deduction of Dues forms under which Union membership dues are to be deducted.
- (f) Refunds - In cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the local Union.
- (g) Remittance of Dues of Financial Officer - Deduction for any calendar month shall be remitted to the designated financial officer of the local Union not later than 30 days after the deduction was made. The Employer shall furnish the designated financial officer of the local Union, monthly, with a list of those for whom the Union has submitted signed Authorization for Payroll Deduction of Dues forms. If there is no deduction made and the Union has submitted a signed Authorization for Payroll Deduction of Dues form, the Employer shall include this information and reason for this with his list to the designated financial officer of the local Union.
- (h) Disputes Concerning Payroll Deduction - Any dispute between the Union and the Employer which may arise as to whether or not an employee properly executed or properly revoked an Authorization for Payroll Deduction of Dues form shall be reviewed with the local Union and the designated representative of the Employer. Should this review not dispose of the matter, the dispute may be

referred to the Grievance Procedure. Until the matter is disposed of, no further deduction shall be made.

- (i) Limit of Employer's Liability - The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance of payment of any sum other than constituting actual deductions made from wages earned by employees. The Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Section of the Agreement.

## **7. GRIEVANCE PROCEDURE**

- (a) Purpose: It is the intent of the parties to the Agreement to prevent grievances and to settle any which may occur as fairly and promptly as practical. Further, the parties agree that such procedures are established for the resolution of disputes; that the exchange of written communication shall state the parties' positions and conclusions as clearly as practical. Therefore, it is agreed that there should be time limits between the initiation of a grievance and the event or events from which the grievance arose, its occurrence, between steps of the grievance procedure and the time in which the answer must be given. Any grievance not initiated, taken to the next step or answered within these time limits shall be considered settled on the basis of the last answer by the City, if the Union does not move to the next step within the time limits, or on the basis of the Union's last demand if the City fails to give its answer within the time limits.
- (b) Definition: A grievance is any dispute, controversy or difference between (a) the parties, (b) the City and an individual employee or employees on any issue with respect to, on account of, or concerning the meaning, interpretation, application or violations of this Agreement or any terms or provisions thereof or concerning safety.
- (c) Informal Resolution: The informal resolution of differences or grievances is urged and encouraged to be resolved at the lowest possible level of supervision.
- (d) Written Grievance: The parties agree that any grievance shall be submitted in writing and shall contain sufficient information to state the Union's claim and the remedy sought.
- (e) Electronic Submission of Grievance: A copy of each grievance at each step shall be tendered to the City official responsible at each step. The date and time stamp of the outgoing email with the grievance shall be deemed conclusive proof of the date and time the grievance was filed.
- (f) Electronic Submission of Response: A copy of the grievance response at every step shall be tendered to the Union officer who filed the grievance. The date and time of the City's outgoing grievance response shall be deemed conclusive proof of the date and time that the response was provided.

- (g) Steps: All grievances shall be processed in the following manner and within the stated time limits:

STEP 1 - Fire Chief: Within ten (10) calendar days of the event giving rise to the grievance or the Union's first knowledge thereof, the Union shall file a written grievance with the Fire Chief. The Union Representative and the Fire Chief shall endeavor to conduct a meeting on this step 1 grievance but, in any event, the Fire Chief shall render their decision in writing within ten (10) calendar days after receipt of the grievance.

STEP 2 - Mayor: If the grievance is not satisfactorily settled at Step 1, the Union Representative shall appeal such grievance to the Mayor or his/her designee in writing within ten (10) calendar days of receipt of the written decision by the Fire Chief as provided for in Step 1. A decision in writing by the Mayor or the Mayor's designee shall be given to the Union within ten (10) calendar days after receipt of such Step 2 grievance.

STEP 3 - Arbitration: If the grievance is not satisfactorily settled as a result of Step 2, the Union may submit the grievance to the Federal Mediation and Conciliation Service ("FMCS") or Michigan Employment Relations Commission ("MERC") for binding arbitration. The Union shall notify the City in writing within 30 calendar days after receipt of the Step 2 response from the Mayor or Mayor's designee that it intends to submit the grievance to FMCS or MERC for binding arbitration and selection of an impartial arbitrator. Said arbitrator shall be selected in accordance with the rules of FMCS or MERC depending on what organization is selected to conduct the arbitration.

The arbitrator so selected shall fix a time and place for a hearing upon reasonable notice to and in collaboration with each party. After such hearing, the arbitrator shall promptly render a decision which shall be binding upon both parties, but the arbitrator shall have no power to render a decision which adds to, subtracts from or modifies this Agreement; the decision shall be confined to the meaning of the contract provisions of this Agreement which gives rise to the grievance dispute. The decision of the arbitrator shall be final and binding on both parties.

The expenses of the arbitrator and all arbitration fees, exclusive of attorney fees, shall be borne by the party which loses the arbitration. Each party shall make arrangements for and pay the expenses of witnesses who are called by them. The grievant and the Union President or designated representative shall not lose time or pay for time off the job while attending the arbitration proceedings.

- (h) Time Limits for All Steps: An extension of the time limits of any of the Grievance Procedure steps may be granted by mutual consent of the parties in a writing.
- (i) Back Pay Remedies: Back wages will be paid to any employee upon a finding that said employee is entitled thereto, in such amounts as may be determined through the grievance procedure; which amount and right thereto shall be determined in the same proceedings. No claim for back wages or pay shall exceed the amount of pay or wages the employee would otherwise have earned based on his/her regular or overtime wage or pay rate. City shall not be required

to pay back wages more than ten (10) calendar days prior to the date the written grievance is filed.

- (j) Election of Remedies: Assertion of a state, federal or statutory rights violation, arising out of employment with the City that does not claim a breach of the express terms of the collective bargaining agreement, shall be pursued by an employee as a private claim. The grievance-arbitration process set forth in the collective bargaining agreement shall not be applicable to the private claim, nor shall the Union have any financial responsibility nor representation right or duty in pursuing the private claim

## 8. HOURS OF WORK

- (a) The hours of duty shall be so established by the Fire Chief that the average weekly hours of duty in any year, other than hours during which such members may be summoned and kept on duty because of a conflagration of major emergencies, shall not exceed fifty-three (53) hours.
- (b) The tour of duty for forty hour employees is set forth in Article 51.
- (c) The tour of duty for the 24-hour shift shall be 24 hours on duty and not less than 24 consecutive hours out of any 48 hour period off duty.
- (d) At the start of each calendar year, January 1<sup>st</sup>, each 24 hour employee will receive 6 Kelly days that are earned in accordance with FLSA for hours worked. These days are earned at the rate of one Kelly day for every two calendar months, work, for a total of six per calendar year and may be prorated, if necessary. The Kelly days will be floated and may be used by the employee at any time in the calendar year following the rule of no more than two people off. Kelly days must be used in the calendar year that they are received and there is to be no carry over past December 31<sup>st</sup> of the year. The six Kelly days will be charged against the first six days used by the employee. The Fire Chief, or their designee, may review the utilization of Kelly days after June 1<sup>st</sup> and mandate days off, if necessary. If an employee uses Kelly days, greater than the one Kelly day per two months worked, and should retire, resign or take time off due to injury or illness, the City will be compensated by deduction for the employee's vacation bank, sick bank and/or paycheck.
- (e) Employees shall be permitted to voluntarily trade work or leave days subject to departmental manpower requirements and the approval of the Fire Chief or his designated representative. Trades shall not create overtime.
- (f) Firefighting personnel recalled to duty because of emergencies shall be compensated for the actual time worked but not less than two (2) hours. Such compensation shall be in accordance with Article 9, Overtime.

## 9. OVERTIME

- (a) Overtime pay shall be paid for employees of the Firefighting Division for all work in excess of their regularly scheduled work day (24 consecutive hours) or workweek (53 hours). Such overtime shall be paid at one and one-half (1 ½)

the employee's prevailing hourly rate, which for the purpose of this Agreement shall be deemed to be the annual salary for such employee, divided by 2,756 hours. Overtime pay shall be paid to employees of the Fire Prevention Division for all work in excess of their regularly scheduled work day (8 hours) or work-week (40 hours). Such overtime shall be paid at one and one-half (1 ½) the employee's prevailing hourly rate, which, for the purpose of this Agreement shall be deemed to be the annual salary for such employees, divided by 2,080.

- (b) The overtime list shall continue to be administered in accordance with the procedures in place at execution of this Agreement, which rotate and equalize overtime opportunities among members of the suppression division.

#### **10. PROBATIONARY EMPLOYEES**

- (a) Upon ratification of this Agreement, a new employee hired without a paramedic license shall be a probationary employee without seniority until he has been employed and actively at work for a period of (18) eighteen months during which he must become a certified paramedic as a continuing condition of employment. At the end of this probationary period he shall be either terminated or entered on the City-wide seniority list of the City as of the first day of his employment. Upon ratification of this Agreement, a new employee hired with a paramedic license shall be required to maintain his paramedic license as a continuing condition of employment and shall be a probationary employee without seniority until he has been employed and actively at work for a period of twelve (12) months - at the end of which he shall be either terminated or entered on the City-wide seniority list of the City as of the first day of his employment. Any current employee hired after January 1, 2004 who does not have a paramedic license shall be a probationary employee without seniority for a period of (18) eighteen months from the date of ratification, during which time he shall become a certified paramedic as a continuing condition of employment. At the end of this probationary period he shall be either terminated or entered on the City-wide seniority list of the City as of the first day of his employment. Seasonal, provisional, temporary and part-time employees shall not acquire seniority.
- (b) At any time during the probationary period, the Fire Chief with the approval of the Mayor; may remove or demote an employee whose performance does not meet the required work standards, but not for Union activity. Any employee on Probation in a promotional appointment shall have the right to return to his previous appointment if the Mayor decides to remove him from the promotional appointment during the period because the employee does not meet the required work standards. The matter may then become a proper subject for a grievance.
- (c) During the probationary period of a promotional appointment, the probationary employee may, without prejudice, revert back to his former classification.
- (d) Any new probationary employee terminated at the discretion of the City will not have recourse to the grievance procedure.

- (e) An employee laid off or terminated during his probationary period and rehired within ninety (90) calendar days following his last day of work will be considered to be completing the probationary period which he has previously started. An employee who completes his probationary period in this manner shall be credited with the total amount of calendar days worked as a probationary period for the purpose of determining his date of employment and position on the City-wide seniority lists. An employee rehired after ninety (90) days will be considered as a new employee and will begin a new probationary period.

## 11. LAYOFF AND RECALL

- (a) Definition: Layoff shall mean the separation of employees from the active work force due to economic necessity lack of work.
- (b) Order of Layoff:
  - 1. No permanent employee shall be laid off from his position in the fire department while any probationary, seasonal, temporary or provisional employees are serving in that department.
  - 2. The layoff of permanent employees shall be in inverse order of seniority.
- (c) Notice of Layoff: Employees to be laid off indefinitely shall be given at least seven (7) calendar day's prior notice.
- (d) Preferred Eligible Lists:
  - 1. Employees laid off shall have their names placed on preferred eligible lists in order of seniority.
  - 2. Names shall remain on the lists for twenty four (24) months or the length of their seniority, whichever is greater, unless removed as provided below. Employees shall be recalled from layoff before any other persons are selected for employment.
- (e) Recall from Layoff:
  - 1. Recall shall be in inverse order of layoff. Employees to be recalled from layoff shall be given a minimum of ten (10) calendar days to respond after notice has been sent by certified mail to their last known address.
  - 2. Employees who decline recall or who, in absence of extenuating circumstances, fail to respond as directed within the time allowed, shall be presumed to have resigned and their names shall be removed from seniority and preferred eligible lists.

## 12. SENIORITY

- (a) Definition: Seniority shall mean the status attained by length of the continuous service with the Inkster Fire Department.

- (b) Accrual of Seniority: Seniority shall begin with the first date of entering the service of the department. Two or more persons who entered the service on the same day shall have their relative seniority determined by lot.
- (c) Loss of Seniority: Employees shall lose their seniority for the following reasons:
  - 1. Discharge if not reversed.
  - 2. Resignation -- An employee absent for three (3) consecutive normally scheduled work days without notification of valid reason to the City, and who has no legitimate reason for not notifying the City of his absence, may be considered as having resigned.
  - 3. Unexcused failure to return to work when recalled from layoff, as set forth in the recall procedure.
  - 4. Unexcused failure to return to work after expiration of a formal leave of absence.
  - 5. Retirement.
  - 6. Layoff for a continuous period of twenty four (24) months or the length of the employee's seniority, whichever is greater. The Employer shall send written notifications by registered mail to the employee at his last known address that he has lost his seniority, and his employment has been terminated.
- (d) Seniority Lists: The City shall maintain a roster of employees, arranged according to seniority by department or division, showing name, position class and seniority date, and shall furnish a copy to the Union in July of each year.

### 13. PROMOTIONS

The City shall test for and create a promotional list for the ranks of sergeant and captain as quickly as practicable. The lists shall be in effect for one year and shall be extended by one year if the Mayor or his designee and the Union so agree.

Promotions within the bargaining unit shall be made on the basis of employees meeting requirements as specified in this Agreement.

All promotions shall be subject to both written and oral examinations. Employees must successfully pass the written examination to be eligible to take the oral examination. The minimum successful passing score on the written examination shall be 70 points out of 100 points possible. The oral examination shall have a maximum possible score of 100 points. The candidate's final aggregate score shall be calculated by weighing the results of the written examination of 70% and the oral examination at 30%. A candidate may receive up to 5 bonus points (one each) which shall be added solely to that candidate's final aggregate score for (1) Fire Science Degree, (2) Seniority-10 years and

above, (3) Job Performance, (4) Attendance and (5) Additional classes, training and community service. Notification of the testing process and a list of study guides and materials to assist in preparing for the examination will be posted, not less than 60 days prior to the examination date.

In the absence of an established list, job vacancies shall be posted for a period of nine (9) calendar days, setting forth the requirements for the position, in a conspicuous place in the City Hall and Fire Building. Employees interested shall apply within the nine (9) calendar day posting period.

At the time of promotion, successful candidates for the rank of Fire Sergeant must have gone through the Michigan Fire Fighters Training Counsel a Fire Officer II certificate or (due to name changes) the equivalent or agree to obtain the certificate at the City's expense during a twelve (12) month promotional probationary period.

At the time of promotion, successful candidates for the rank of Fire Captain must have through the Michigan Fire Fighters Training Counsel a Fire Officer III certificate or (due to name changes) the equivalent or agree to obtain the certificate at the City's expense during a twelve (12) month promotional probationary period.

The city shall maintain its current level of training at the fire officer level through the Michigan Fire Fighters Training Counsel, and will continue to pay all costs.

The eligibility list shall be created by the HR/Personnel Department by ranking the candidates from highest to lowest overall scores. Overall score is the total of the scores of the written and oral exams plus the bonus points earned. The Department Head shall promote the person receiving the highest overall score on the eligible list. In the case of multiple appointments, the Department head shall promote the person ranking next highest and continue as needed from the top of promotional list. In the event that the overall score is the same for two or more people on the list, the candidate with the highest seniority in rank will be declared first overall.

Any candidate that wishes to maintain their overall score after the expiration date of the eligibility list may do so for the next promotional test *only* that the applicant is eligible to take. Once the applicant has declared the intent to maintain his previous overall score, the applicant is not eligible to sit for the next exam and must use the retained overall score.

### Bonus Points

1. Fire Science Degree
2. Seniority - 10 Years and Above
3. Job Performance
4. Attendance
5. Additional Classes, Training, Community Service

#### **14. DISCIPLINE AND DISCHARGE**

- (a) Disciplinary actions or measures shall be progressive and include the following:

- oral reprimand
- written reprimand
- suspension
- demotion
- discharge

Disciplinary action may be imposed upon an employee for failing to fulfill his responsibilities as an employee and as stated in the Departmental Rules and Regulations of the Inkster Fire Department and the City of Inkster, and as contained in this Agreement.

- (b) The present and future Departmental Rules and Regulations of the Fire Department and the City of Inkster, together with its present and future amendments, shall be applicable in all cases except as specifically modified or altered by this Agreement.
- (c) If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.
- (d) The employee, upon being confronted with a written reprimand, is required to acknowledge notice of said reprimand by his signature. The signature of the employee on a written reprimand is not to be construed as his agreement with the charges but is to be considered only that he had knowledge that such a reprimand is in existence.
- (e) The City shall not discharge any employee without just cause. If the City feels there is just cause for discharge, the employee involved will first be suspended for five (5) days. The employee and the Union President will be notified in writing that the employee has been suspended and is subject to discharge.
- (f) The Union shall have the right to take up the suspension and/or discharge as a grievance at the second step of the grievance procedure.
- (g) Each discipline infraction, excluding suspensions, shall be removed from the employee's record after a period of eighteen (18) months by written request of the employee. If sued, Management will be able to use disciplinary action for up to three (3) years.

**15. HOLIDAY PROVISIONS**

- (a) The parties recognize the following holidays: New Year's Day, Lincoln's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, and the last four (4) hours of the employee's regular shift on Good Friday, December 24th, and December 31st, respectively-provided December 24th and December 31<sup>st</sup> are scheduled work days.
- (b) Suppression division personnel shall receive 160 hours of additional compensation per year at their normal hourly rate of pay in lieu of holiday time off. Holiday pay for employees in accordance with this article shall be paid to each employee upon the first regular pay period in November of each year or as accrued time upon separation.

**16. DISABILITY LEAVE / DUTY DISABILITY LEAVE**

- (a) A "Duty Disability Leave" shall mean a leave required as a result of the employee incurring a compensable illness or injury while in the employment of the City covered by Michigan Workers' Compensation Act, including the First Responders Presumed Coverage Fund.
- (b) In order to be eligible for duty disability leave, an employee shall immediately report any illness or injury, however minor, to his immediate supervisor and take such first aid treatment as may be recommended or waive such first aid in writing.
- (c) Employees on duty disability cease to accrue benefits after fifty-two (52) weeks of disability. Hospitalization will continue.
- (d) Seniority or probationary employees, who are unable to work, as a result of an injury or illness sustained in the course of employment with the City shall receive duty disability as follows:
  - (1) Management shall, for a period not to exceed fifty-two (52) weeks, supplement without charge to sick leave or vacation, Workers' Compensation, including the First Responders Presumed Coverage Fund, for employees injured on the job by the difference between Workers' Compensation, including the First Responders Presumed Coverage Fund, and their normal weekly net (take-home) earnings excluding overtime and premium pay. Such payment shall be retroactive to the first day lost resulting from a Workers' Compensation injury.
  - (2) The foregoing supplement shall be by check, issued in the same manner as regular payroll, and separate from Workers' Compensation payments, including the First Responders Presumed Coverage Fund. The employee's seniority, life insurance and hospital/medical benefits in effect shall continue during the period. Such contributory benefits in effect (such as pension, FICA, and non-duty disability insurance) shall continue during the same period. Deductions authorized by the employee to whom the City is the intermediate holder (credit union, dependent-student hospital/medical payments) shall also be continued.

- (3) After fifty-two (52) weeks of duty disability leave, if the employee has sufficient accrued sick leave, the sick leave days shall be converted to earnings calculated as normal weekly net earnings and the employee shall receive a payroll check (as in 1. above) for the difference between Workers' Compensation, including the First Responders Presumed Coverage Fund, and their normal weekly net earnings to the extent of accrued sick leave only.
- (e) Benefits provided for in this section apply only to seniority and probationary employees.

17. **EMERGENCY AND FUNERAL LEAVE**

- (a) In the case of serious illness in his immediate family, a regular employee may be granted an emergency leave of absence with pay for a period not to exceed four (4) consecutive calendar days, upon the recommendation of the immediate supervisor and the approval of the Mayor.
- (b) "Immediate family" for the purposes of emergency leave is defined as, current spouse, child, brother, sister, parent and parent-in-law.
- (c) Emergency leave is chargeable to sick leave credits and, in the case of a probationary employee or an employee who does not have the accumulated sick leave credits, emergency leave may be granted as an advance in sick leave accumulation upon the approval of the Mayor.
- (d) In addition to emergency leave, an employee may be granted a leave of absence with pay for a period not to exceed four (4) consecutive calendar days in the case of a death in the immediate family, upon the recommendation of the immediate supervisor and approval of the Mayor.
- (e) The four (4) calendar days will be allowed to attend funeral, one of the days must touch the funeral. If the employee is scheduled to work during that four (4) day period, the employee shall receive those days off with pay. If the employee is not scheduled to work during the four (4) day period, the employee shall receive no pay.
- (f) If the funeral is 200 miles or more away from the City of Inkster, the employee shall be allowed an additional one (1) calendar days for travel to and from funeral site.
- (g) "Immediate family" for the purposes of funeral leave is defined as current spouse, child, brother, sister, parent and parent-in-law and grandparents. Funeral leave for immediate family is not chargeable to sick leave credits.
- (h) Should a death of his immediate family occur while an employee is on a scheduled vacation leave, he shall be eligible to receive these benefits provided that he notifies the City prior to the date of the funeral.
- (i) If a death occurs to an employee's sister-in-law or brother-in-law, the employee may be granted four (4) consecutive calendar days leave with pay which shall be charged to his accumulated sick leave. If death occurs to

other relatives not stated above, and the funeral is local, within 100 miles of the City of Inkster, 8 hours leave with pay, not charged to sick leave may be granted. If funeral is non-local, one day leave with pay may be granted, which shall be charged to accumulated sick leave.

- (j) Employees who wish to attend the funeral or serve as pallbearers at a funeral of a fellow employee or former employee will be paid during the time they must be off the job.
- (k) Additional leave may be granted in special cases subject to the approval of the Mayor.

**18. JURY LEAVE**

Any regular employee shall be granted leave of absence with pay any time they are required to report for jury duty or jury service provided they show evidence of such proposed jury duty or service. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury duty or service. Pay will be made upon presentation of jury duty or service remuneration in the next regular pay. An employee shall not be required to work on any days that he/she is serving on a jury.

**19. MILITARY LEAVE**

As is previously provided in this Agreement, the City agrees to abide by the re-employment rights as provided in the Selective Service Act as it now is in effect or may be amended. Regular employees who are members of the National Guard or of a Military Reserve Organization will be granted a leave of absence without pay if called to active duty. The parties agree to comply with the Uniformed Services Employment and Reemployment Act (USERA).

**20. LEAVE OF ABSENCE WITHOUT PAY**

- (a) The Fire Chief may grant leaves of absence without pay to regular employees for periods of up to ten (10) consecutive calendar days. Leaves in excess of ten (10) calendar days must be approved by the Mayor.
- (b) A leave of absence without pay may be requested for any legitimate purpose but such leave shall not be granted if it is detrimental to the best interests of the City.
- (c) Employees shall request such leaves of absence in writing well in advance of the date so desired; however, the Mayor may make exceptions in emergency situations.

No benefits except seniority shall accrue for an employee on a leave of absence without pay. For leaves exceeding thirty (30) consecutive calendar days the employee may continue such benefits as hospitalization, life insurance, etc., at his own expense.

- (d) An employee on leave without pay or on long term disability shall notify the City in writing at least every thirty (30) days of his whereabouts while on such leave of absence. However, an employee shall not be disciplined for leaving the State of Michigan while on leave without pay or long term disability.

**21. EDUCATIONAL LEAVE**

- (a) The Mayor may authorize educational leave with or without pay for regular employees when determined to be in the best interest of the City. In such cases where educational leave is granted with pay the employee shall be required, upon mutual agreement, to return to the City employment for a specified period of time after completion of the educational leave.
- (b) Subject to the provisions in Article 13 of this Agreement, Abilities acquired as a result of educational leave which may qualify the employee for a higher classification will be considered for such higher classification as soon as such higher classification becomes available. The employee so qualified must request a change in classification as soon as is possible after the higher classification becomes opened.
- (c) The City shall reimburse a department employee for all tuition costs relative to college level classes that are job related or lead to a degree in fire science, provided that there is prior approval of the course by the Mayor or their designee, and further provided that the course is satisfactorily completed with a passing grade of at least a "C" or its equivalent. The reimbursement shall be administered through the fire department's budget.
- (d) Each firefighter, upon satisfactory completion of a bachelor's degree in the field of fire science, or an equivalent subject area, as approved by the Mayor, shall receive an annual salary increment of \$400.00. Increments shall be paid in one lump sum in June of the fiscal year following presentation by the employee of satisfactory evidence or transcripts to the Personnel Director and upon authorization by the Mayor.

**22. SICK LEAVE**

- (a) Sick leave shall not be considered a privilege which an employee may use at his discretion, but shall be allowed only in case of necessity and actual sickness or disability of the employee.
- (b) Sick leave credits shall accrue to all members of the bargaining unit at the rate of twelve (12) hours per month (six 24-hour days per year). The accumulation of sick leave credits shall not exceed 65 days (1,560 hours) for any employee.
- (c) New hires (after July 1, 2015) shall not receive payout for unused sick time accumulation
- (d) Vacation leave and paid holidays shall be considered as days worked for accumulation of sick leave credits. Sick leave shall be computed from the first full working day of the employee.
- (e) The amount of sick leave used by an employee shall be equal to the number of regularly scheduled hours he would otherwise have worked during his absence on such leave.
- (f) A certification of illness or injury from a physician may be required by the fire chief as evidence of illness or disability before compensation for the

period of illness or disability is allowed, and shall be mandatory if the illness or disability exceeds three (3) working days. Abuse of sick leave privilege or falsification of illness or disability may result in disciplinary action.

- (g) Sick leave credits will not be allowed when absence is due to the use of narcotics or intoxicants, misconduct.
- (h) Any employee who becomes ill and unable to report for work, must, unless circumstances beyond the control of the employee prevents such reporting, notify the supervisor on duty by 0700hrs before starting time of his particular shift on the first day of his absence, and each scheduled work day thereafter, if not hospitalized, or sick leave pay will not be allowed and the employee shall be considered absent without official leave.
- (i) If the employee so elects, after all accrued sick leave is used, vacation leave may be used and payment made therefore to the extent of vacation leave accrued to which employee is entitled as of such date.
- (j) When an employee receives his last check for sickness or disability, he will be placed on leave without pay for a period not to exceed three years or his seniority, whichever.
  - 1. If, at the end of that time, employee is still unable to return to work, his employment shall be terminated. Employee shall be eligible for re-employment, provided he has completely recovered, and has a doctor's statement to that effect subject to City physical examination and approval, and provided further, that a position is available in accordance with his seniority.
- (k) Except as provided for in paragraph 23(c), upon retirement of an employee, or upon death, the employee's estate, shall receive cash payment at his current hourly regular rate of pay, excluding premium rates, for 100% of his accumulated sick time -- but not to exceed thirty (30) days of payment. No payment is to be made for unused sick leave upon separation from City employment except retirement or death.
- (l) Firefighters who use not more than three (3) days sick leave and/or leave without pay per fiscal year shall be given one (1) work day additional leave with pay. Such "bonus" day may be used to extend vacations or for personal leave.
- (m) If the individual is already in the station for duty and needs to go home sick, the individual will only be charged for the time not at work.
- (n) If an individual calls in sick but feels better during that shift to return to duty, they may do so after taking twelve (12) hours sick leave. All personnel will be allowed to do this one time during the calendar year.
- (o) Scheduled sick leave may be taken in six (6) hour increments only with pre-approval from the Fire Chief.
- (p) Emergency leave will continue to come from the employee's sick bank.

- (q) Emergency leave request must be submitted prior to taking the time off. If it is not possible to fill out the form before taking the time off, the leave request form must be filled out upon immediate return to duty.
- (r) The Fire Chief shall be contacted ASAP (as soon as possible) when emergency leave is taken.
- (s) Documentation of the emergency may be required.
- (t) Vacation time will automatically be used when an employee is on sick leave and runs out of sick time. Example: An employee has two (2) sick days and is off three (3) days in a row. He would be charged two (2) days sick and one (1) vacation day.
- (u) Vacation leave will not be used for intermittent sick leave when the employee runs out of sick time.
- (v) The Fire Chief can allow the use of vacation or personal leave days for scheduled medical appointments, if the employee is out of sick time and the request has prior approval.

23. VACATION LEAVE

Vacation leave is authorized absence from duty with pay.

- (a) Vacation accrual shall be as follows:

Hired prior to July 1, 2015 – 12 days (288 hours)

Hired on or after July 1, 2015

Less than one year – 0 days

1-4 years – 6 days (144 hours)

5-9 years – 8 days (192 hours)

10-14 years – 10 days (240 hours)

15 or more years – 12 days (288 hours)

40-hour employees – 15 days (120 hours)

- (b) An employee who through promotion, reclassification, or reassignment, is assigned a change in his normal work week schedule from 53 hours to 40 hours or vice versa, shall have vacation benefits accrued and computed in the following manner: every 24 hour vacation day shall equal three (3) eight-hour vacation days and vice versa.

- (c) The City shall honor all approved vacation bids for members subject to shift change.
- (d) No seasonal, temporary or part-time employee is eligible for vacation leave.
- (e) Employees shall receive credit for a month worked for every month in which they work or receive compensation for 2/3 of the scheduled work days.

Time lost by an employee by reason of absence without pay, or time otherwise not worked or paid for, shall not be considered in computing earned credits for vacation leave.
- (f) A seasonal, temporary or part-time employee, who becomes a regular employee, shall accrue vacation leave from the date he completes his probationary period retroactive to the start of such probationary period.
  - 1. On July 1 of each year, the employee shall be credited with vacation credits that have been earned up to that time plus advance vacation credits to the end of the current fiscal year (June 30)
- (g) Vacation schedules shall be set up by the City so as to permit the continued operation of all City functions without interference. Employees will be given preference according to department-wide seniority to select available vacation periods for their allowable vacations. Two bargaining unit members may be scheduled for vacation on any given day. Additional bargaining unit members may be granted vacation with the approval of the chief. The vacation schedule will be put out March 1<sup>st</sup> and taken up April 1<sup>st</sup> of each vacation year. After selections are approved, they shall be final except for emergencies.
- (h) All vacation leave request must be submitted on a leave request form prior to taking time off or immediately upon return to duty.
- (i) Bargaining unit members may schedule vacations in 24-hour increments, rather than 3-day cycles and may carry over 10 days from year to year, provided that the carried over 10 days may not be paid out on retirement and that no member will ever have a bank exceeding the annual allotment plus 10 days.
- (j) Employees shall be entitled to vacation pay in any of the following instances:
  - 1. Any regular employee, who gives proper notice (five working days) regarding termination of his employment with the City, shall be entitled to his regular pay for any unused portion of vacation time, as of date of separation.
  - 2. Any regular employee, who is placed on indefinite layoff or separated from the City for reasons other than disciplinary action, shall be paid his accrued and unused vacation time.
  - 3. Any employee who has served six months, but less than one year with the City, and enters Military Service shall be allowed vacation time at the

rate of twelve (12) hours per month, with a maximum not to exceed five (5) days, paid to him at the time he leaves the City to enter Military Service.

4. By mutual agreement between the Mayor and the Union, the employee may be paid for a portion of his vacation credits; such agreement shall be reduced to writing.

(k) Employees shall not be entitled to accrued vacation pay if any of the following applies:

1. If an employee separates himself from the City by reason of absence without leave.

2. If an employee fails to give at least five (5) working days' notice in advance of termination date.

3. If a probationary employee leaves the employ of the City before completing his probationary period.

#### **24. PERSONAL LEAVE**

(a) All bargaining unit members shall be credited with five days of personal leave (120 hours for 53-hour employees; 40 hours for 40-hour employees) on July 1, 2018 and on July 1 each year thereafter.

(b) Use of personal leave time may not cause overtime unless approved by the fire chief.

(c) Personal leave time credits shall be charged in corresponding increments to the time that would have been worked if leave had not been taken.

(d) Personal leave time remaining in any employee's bank at 12:00 a.m. on July 1 of any year shall be forfeited.

#### **25. HEALTHCARE**

Bargaining unit members will be eligible to receive Healthcare benefits for themselves, their spouses, and their eligible dependents effective the first day of the month following thirty (30) days of employment. Bargaining unit members will be required to make monthly contributions for their benefits based upon the plan and coverage they select. Monthly contributions will be deducted from bargaining unit members' payroll disbursements on a pre-tax basis (if authorized by the bargaining unit member), in accordance with applicable law.

Bargaining unit members' monthly contributions under the city of Inkster's Healthcare plans will be adjusted annually to the level necessary to maintain an 80/20 proportional share of the cost of the healthcare coverage, subject to the terms, conditions and limitations set forth in this Article and other applicable state law. Under this cost

sharing arrangement, city of Inkster will pay eighty percent (80%) of the costs of each coverage tier in the Healthcare Plans, and bargaining unit members participating in each coverage tier will pay twenty percent (20%) of the costs for such coverage tier.

The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated will not result in any liability to the city of Inkster, nor will such failure be considered a breach by the city of Inkster of any obligation undertaken under this Agreement or any other agreement, provided that the City has entered into a sufficient contractual agreement to bind the insurance carrier or plan administrator to providing the promised benefit and has paid any required premiums pursuant to its agreement with said carrier or administrator. However, nothing in this Agreement will be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to bargaining unit members or beneficiaries of bargaining unit members.

Notwithstanding any provision in this Article that could be construed to the contrary, this Article will not be construed to require city of Inkster to fall out of compliance with the requirements of Public Act 152 of 2011 MCL § 15.561 et. seq. ("PA 152") or any other relevant provision of state law.

In the event a carrier eliminates one of the health care plan(s) offered by the city or a plan(s) will be subject to the Cadillac Tax under the Affordable Care Act or other similar state or federal law or regulation (hereafter collectively "the Cadillac Tax"), Inkster will give notice to the Union. In that event:

1. The Union and city of Inkster will meet to discuss a new health care plan(s) to replace the plan(s) that are being eliminated or subject to the Cadillac Tax.
2. If city of Inkster and the Union cannot agree, upon a new plan(s) and the date that the plan(s) will be eliminated or will be subject to the Cadillac Tax will occur, within 60 days, the Employer shall unilaterally implement the most comparable standard plan to replace the plan(s) that are being eliminated or that will be subject to the Cadillac Tax.

The City shall comply with state law and local ordinance with respect to the bidding and awarding of contracts for the provision of employee healthcare. Union shall have the right annually to present to the city for consideration any alternative plan for health care.

26. **RETIREE HEALTHCARE**

Future Retirees, except those hired after ~~May 4, 2010~~ <sup>July 1st 13</sup> <sup>BN</sup>, shall be eligible for the monthly stipend that is offered to City Retirees. As of the date of this contract, the monthly stipend for Retirees under 65 years of age (i.e. not Medicare eligible) are \$500 for a single retiree, \$1,000 for the retiree and his/her spouse or child (two persons) and \$1,200 for the retiree and all family members (more than two persons). The stipend for 65 years of age and older (i.e. Medicare eligible) retirees is \$200 per retiree.

If a future retiree (hired on or before May 4, 2010) leaves a surviving spouse, the adjusted stipend will be paid only if the pension election provides for continued pension coverage for the surviving spouse.

All employees hired after July 1, 201<sup>13</sup>~~5~~<sup>24</sup> are eligible for a Retiree Health Savings Account currently funded through ICMA-RC. This benefit is funded with a direct employer contribution of \$2,000 per year. This benefit is 100% vested after 10 years or upon death or disability. *BIN*

**27. LIFE INSURANCE**

- (a) The City shall contribute the full cost of providing term life insurance to all employees valued to the closest thousand dollars of the employee's base salary redeemable upon the death of said employee.
- (b) This insurance shall include coverage for dismemberment and double indemnity for the event of accidental or line-of-duty death.
- (c) The City shall provide a \$3,000 term life insurance policy for employees who retire during the term of this contract.

**28. UNION BUSINESS**

- (a) Regular employees elected to any Union Office may at the discretion of the City and upon written request of the Union, be granted leave of absence without pay. The leave of absence shall not exceed one (1) year, but it may be renewed or extended for a similar period upon the request of the Union and with the approval of the mayor. Leaves granted for Union officers shall be without pay and written request from the Union for such leave must be submitted to the Mayor at least thirty (30) days prior to the starting date of said requested leave of absence.
- (b) Two representatives of the Union, elected as Local Union delegates to conventions shall be granted five calendar days a year with pay. Also, two Union representatives may be granted three calendar days a year with pay to attend Union functions within a two-hundred mile radius from the City of Inkster, provided no two Union representatives are from the same working unit.
- (c) Regular employees who are members of the Union, selected by the Union to participate in any other authorized Union activity, may be granted a leave of absence without pay at the request of the Union and with the approval of the City. A leave of absence for such Union activity shall not exceed one (1) month, but it may be renewed or extended for a similar period of time by the Mayor upon written request of the Union.
- (d) Positions opened by such leaves of absence may be filled by employees within the unit as is determined in the best interest of the City by the Mayor. In the event that a regular employee is promoted to a new classification to fill a vacancy of any employee on a leave of absence, such promotion shall be temporary and he will return to his original position upon return of the employee on such leave of absence for Union business.

- (e) Failure of an employee to report for duty immediately upon expiration of the leave of absence will be assumed that such employee has voluntarily resigned. The leaves as provided for in this Agreement may be temporarily suspended during any period of emergency declared by the City. Seniority shall accrue during any leaves provided by this section.
- (f) Any leave request, if determined to be detrimental to the best interests of the City, may be denied by the Mayor; and if denied, shall be subject to a special conference.

**29. SPECIAL CONFERENCES**

- (a) Management and the Union agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request, but it is understood that these special meetings shall not be used to renegotiate this Agreement. Special meetings shall be held within ten (10) calendar days of the receipt of the written request and shall be held between 8:00 a.m. and 5:00 p.m. at a time and place which is mutually agreeable to the parties. Each party shall be represented by not more than four (4) persons at special meetings.

**30. BULLETIN BOARDS**

The City agrees to furnish a bulletin board for the use of the Union in a non-public area of the fire station. The Union agrees to maintain said bulletin boards in a state of good repair. The bulletin boards are to be used only by the Union.

**31. EQUIPMENT ALLOWANCE**

- (a) Each employee, including probationary employees shall be provided with an annual equipment allowance of \$2,500.00. This allowance is to be paid in full on the first (1<sup>st</sup>) pay in October of each fiscal year. However, if an employee terminates his employment during the fiscal year, he shall return his pro-rata share of his equipment allowance for that fiscal Year.
- (b) New employees entering into the service of the Fire Department during the fiscal year shall receive an equipment allowance pro-rata over the amount of time left in the fiscal year in which they entered the department.
- (c) Employees shall not be paid an equipment allowance for any period of duty disability or other absence from work which exceeds twelve (12) months duration.

32. JOB CLASSIFICATION AND PAY PLAN

- (a) Employees covered by this contract are assigned to classification titles and pay grades.
1. Job Classifications: The existing classification titles are as follows:
    - (A) Firefighter
    - (B) Fire Sergeant
    - (C) Fire Captain
  2. Pay Grades: The annual grades for the classification titles set forth above and for the duration of this Agreement are as set forth in Appendix A hereto.

New employees enter at Step 1 of the Firefighter classification, and will advance to Step 2 after completion of one (1) year of service. After, completion of an additional one (1) year of service, the employee will advance to Step 3. After, completion of an additional one (1) year of service, the employee will advance to Step 4. After, completion of an additional one (1) year of service, the employee will advance to Step 5.

- (b) After negotiations with the Union, the City has the right to reasonably establish, reclassify, change, combine, or discontinue job classifications, prescribe and assign job duties, content, and classifications, and to establish wage rates for any new or changed classifications. Reclassifications shall not be used for the purpose of avoiding restrictions surrounding promotions and demotions. An employee occupying a position which has been reallocated continues in his position only if he possesses the qualifications of training and experience required for the position. Whenever any proposed reallocation or reclassification actually represents an assignment to a new or different position, the rules governing appointment, promotion, transfer or demotion apply.
- (c) The City shall utilize a bi-weekly payroll system.
- (d) The ranks of Firefighter, Fire Sergeant and Fire Captain are permanent classifications.
- (e) Fire Sergeant - The rank of Fire Sergeant shall be open for competitive promotional examination to all non-probationary firefighters in the City of Inkster with a minimum of two (2) years continuous service as a firefighter (pipe man) in the City of Inkster, up to and including the date of the written test.

Fire Captain - The rank of Fire Captain shall be open for competitive promotional examination to all Fire Sergeants in the City of Inkster with a minimum of three (3) years continuous service as a Sergeant in the City of Inkster, up to and including the date of the written test.

- (f) EMS premium pay in the amount of \$52.00 per day shall be paid to each EMT certified employee assigned to the Rescue Unit. EMS premium pay shall be paid bi-weekly.

33. PAY CHANGES

(a) Purpose: The following provisions shall govern the assignment of pay steps to employees of the City.

(b) Definitions for purposes of this article:

1. Promotion shall mean a change in employment to a position class which has a higher maximum salary.
2. Demotion shall mean a change in employment to a position class which has a lower maximum salary.
3. Transfer shall mean a change in employment to another position to any class which has the same maximum salary and similar duties and qualifications.
4. Reclassification shall mean the changing of a position from one class to another based on the duties involved.
5. Salary Step Increase shall mean an increase in compensation to the next higher step in the same classification.
6. Service Out of Job Classification:
  - (i) The past practice of paying out of class pay for driving the truck will end June 30, 2007

(c) Anniversary dates for pay change purposes:

1. Original Employment and Re-employment: The date beginning the probationary period and the corresponding date each year thereafter.
2. Promotion: The date beginning the probation period and the corresponding date each year thereafter.
3. Transfer: The anniversary date remains unchanged.
4. Postponement of Anniversary Date: Layoff, formal leave-of-absence or other separations from the payroll in excess of sixty (60) days, except active duty military leave, shall postpone the anniversary date for the total period of separation out time previously served toward the next anniversary date and shall be credited when employees return to the payroll.

- (d) Compensation Determinations:
  - 1. Original Employment and Re-employment: Employees shall be employed at the lowest step for their position class.
  - 2. Transfers: An employee who is transferred shall initially be paid at the same salary step he was on immediately before such transfer.
  - 3. Demotion and Downward Reclassification:  
An employee who is demoted or whose position is reclassified to a class in a lower pay range shall initially be paid at the same salary step in the range for the lower position.
- (e) Effective date of changes in compensations: All changes in compensation shall be effective immediately following the change.

**34. COURT TIME**

- (a) Firefighters appearing in District Court on duty-related matters during their off duty hours shall receive two (2) hours extra pay at the contractual overtime rate or overtime pay for actual time spent whichever is greater.
- (b) Firefighters appearing in the Circuit Court on duty-related matters during their off duty hours shall receive four (4) hours extra pay at the contractual overtime rate or overtime pay for actual time spent whichever is greater.
- (c) All witness fees due to firefighters shall be returned to the City of Inkster. It shall be the responsibility of each firefighter to collect and remit to the City all such witness fees due.

**35. NEW TRAINING AND EDUCATION**

- (a) Fire Department personnel shall be paid for hours required for attendance at training schools or conferences while off duty and shall be paid at one and one-half (1 ½) the employee's prevailing hourly rate, provided management has the right to select hours and days of attendance.
- (b) Non-probationary Firefighters and Sergeants are required to be certified paramedics. Captains are not required to be certified paramedics. Each member of the unit shall be responsible for collaborating with the EMS Coordinator to assure that they maintain their licensure under regulations promulgated by state licensing authorities. Employees' failure to maintain their licensure as required in this agreement shall be subject to discipline up to and including discharged.

**36. WORKING CONDITIONS**

- (b) There shall be no other than light maintenance performed on Fire Department equipment on premises by members of Local 1577. Heavy maintenance shall be defined as replacement or overhaul of any portion of the drive line, brakes, pumps or tanks of all Fire Department equipment. Any building improvements that require a permit from the Building Department shall not be required of members of Local 1577.

**37. MINIMUM MANPOWER**

- (a) The City will comply with federal safety guidelines with respect to its minimum staffing. The City agrees to maintain no fewer than 27 bargaining unit members in the fire suppression division. Six (6) bargaining unit members shall be on duty at all times, including at least two (2) bargaining unit members assigned to at least one (1) piece of fire suppression apparatus.
- (b) The City agrees to maintain a current firefighter eligibility list.
- (c) Any and all disputes arising under this Article shall be subject without limitation to the grievance arbitration procedure.

**38. WORK RULES**

- (a) The City agrees to update and revise the work rules and regulations as quickly as practicable. In updating and revising the work rules and regulations, the City agrees to meet with the Association officers for the purpose of exchanging ideas and suggestions. Nevertheless, the Association agrees that it shall not have the right to veto any work rules and regulations, and the Association further recognizes the City's right to promulgate work rules and regulations. The City, on the other hand, respects the Association's views and ideas and agrees that it is mutually beneficial to discuss rules and regulations prior to their implementation.

**39. PAY CHECKS**

Pay checks shall be made available on Thursday afternoon, after 6:00 p.m.

**40. APPARATUS MAINTENANCE**

Fire Department apparatus returning to the station between 10:00 p.m. and 8:00 a.m. of the following day between May 1st and September 15th of each year shall not be required to be washed until after 8:00 a.m. Between September 16th and April 30th of each year, such apparatus shall not be required to be washed between 8:00 p.m. and 8:00 a.m. of the following day.

**41. RESIDENCY**

There shall be no residency requirement. Bargaining unit members who reside in the City shall receive a \$1,000.00 bonus each year on the first regular pay day following December 1<sup>st</sup>, of each year. Residency stipends shall be based on where the bargaining unit member resides at the time of payment. Bargaining unit members must have one full year of residency in the city of Inkster at the time of payment to be eligible to receive payment. No pro-rated payments shall be available for partial years of residency.

**42. SAFETY EQUIPMENT**

Fire Department personnel shall be issued firefighting protective clothing as needed. Such equipment shall include:

- (A) Helmet with Face Shield
- (B) Hood
- (C) Gloves
- (D) P.P.D. Personal Protective Devices (attached to S.C.B.A. Harness/Pack)
- (E) Bunker Coat
- (F) Bunker Pants with Suspenders
- (G) Bunker Boots
- (H) S.C.B.A. Mask

All personal firefighting/safety equipment shall meet N. F.P.A. standard 1500 at the time of issue. The City shall stock reasonable quantities of those items not governed by specific sizes and the Fire Chiefs discretion to replace damaged equipment immediately.

**43. HEALTH AND SAFETY COMMITTEE**

A health and safety committee shall be established and shall consist of two (2) association stewards and two (2) management delegates. The management delegates shall be the Chief and one other person designated by the Chief, or two (2) persons designated by the Chief. Health and Safety meetings may be held as provided for in this agreement under provisions for special conferences. All discussion, recommendations, and findings, if any, which are made as a result of such meetings, shall be merely advisory, and the City does not require following or abiding by such findings or recommendations.

**44. TELEPHONES**

The City shall provide cell phones to all fire prevention personnel to facilitate conducting department business.

**45. OPTICAL AND DENTAL PLAN**

Optical and dental insurance options shall be offered through the City sponsored health insurance coverage provided pursuant to this Agreement. The City shall contribute \$150.00 per year toward any employee's premium when such coverage is selected by the employee.

46. **BEDDING**

The city agrees to provide to each member of the fire department the following:

PER FISCAL YEAR:

- 1) Two twin fitted sheets
- 2) Two twin flat sheets
- 3) Two pillow cases
- 4) 100 dish towels for the department

AS NEEDED:

- 1) two bed size blankets
- 2) one pillow
- 3) One twin mattress
- 4) One twin box spring
- 5) One twin bed frame

47. **INCOME PROTECTION DISABILITY**

For disabling injuries or illness not duty related and for duty-related injuries beyond the fifty-two (52) weeks mentioned in Section XVII, the City will make available an Income Protection Disability Insurance Program encompassing the following principles:

- (a) Eligible - Full time permanent employees not yet age 65. New employees covered on the first of the month following employment. All qualified employees must participate.
- (b) Monthly benefits begin after 90 consecutive days of disability and will be sixty (60%) percent of salary up to \$1,200 benefit per month, exclusive of overtime or other pay additives.
- (c) Monthly benefits for a period of two (2) years will be paid when the employee is certified by a qualified physician as being unable to engage in firefighting duties due to sickness or accidental bodily injury. If employee is certified by a qualified physician as being unable to engage in any gainful occupation for which he is reasonably qualified by training, education or experience, monthly income benefits will continue to be paid as long as he is so certified.
- (d) Employee to pay fifty (50%) percent of premium costs, deducted from their paycheck.
- (e) Employees premium will be waived while on disability and the benefit will be reduced by all amounts which employee is entitled to under social security, workers compensation and other government and employer sponsored benefits  
-- Police and Fire personnel not covered by social security.
- (f) No evidence of insurability required.
- (g) Maximum Duration -- Sickness and accident to age 65.

PENSION CHANGES

1. PENSION MULTIPLIER: Effective July 1, 1990, the City of Inkster Policemen and Firemen Retirement System (hereinafter the Retirement System) shall be amended to provide that any Local 1577, I.A.F.F. member eligible for retirement under Section 18.3 of the Retirement System shall, upon his own application, be retired and shall receive a pension equal to his final average compensation multiplied by two and one quarter (.0225) percent, multiplied by his number of years and fraction of a year of service, by quarters, to age 55, plus his final average compensation multiplied by one percent (.01), multiplied by his number of years and fraction of a year of service, by quarters, after age 55 to his date of retirement. This improvement shall cover all current employees and all future retirees.

Effective July 1, 1993, the City of Inkster Policemen and Firemen Retirement System (hereinafter the Retirement System) shall be amended to provide that any Local 1577, I.A.F.F. member eligible for retirement under Section 18.3 of the Retirement System shall, upon his own application, be retired and shall receive a pension equal to his final average compensation multiplied by two and one half (.025) percent, multiplied by his number of years and fraction of a year of service, by quarters, to age 55, plus his final average compensation multiplied by one percent (.01), multiplied by his number of years and fraction of a year of service, by quarters, after age 55 to his date of retirement. This improvement shall cover all current employees and all future retirees.

Effective July 1, 1999, the City of Inkster Policemen and Firemen Retirement System (hereinafter the Retirement System) shall be amended to provide that any Local 1577, I.A.F.F. member eligible for retirement under Section 18.3 of the Retirement System shall, upon his own application, be retired and shall receive a pension equal to his/hers final average compensation multiplied by two and three quarters (.0275) percent, multiplied by his number of years and fraction of a year of service, for his/her first 25 years of service. Plus a member's final average compensation shall be multiplied by two and one half (.025) percent, multiplied by his/her number of years and fraction of year of service, after 25 years of service to his/her date of retirement up to 30 years of service. Plus a members final average compensation shall be multiplied by one (.01%) percent, multiplied by his/her number of years and fraction of a year of service, after 30 years of service to his/her date of retirement. A members' age shall have no factor in regards to his/her eligibility for a pension this improvement shall cover all current employees and all future retirees.

2. SPOUSE-DEPENDENT COVERAGE: Effective July 1, 1985, the Retirement System shall be amended to provide that, upon a retirees death, his/her designated spouse at the time of retirement or child or children under the age of eighteen (18) as contingent pensioner shall receive a total of sixty percent (60%) of the pension the retiree was receiving at the time of his death. Should said retiree so die leaving no spouse, his/her child or children under the age of eighteen (18) years shall receive such pension, share and share alike. When any such children attain the age of eighteen (18) years or shall die, the share of such child shall be paid to the remaining child or children under the age of eighteen years, share and share alike, until the remaining child or children reach the age of eighteen years, respectively, whereupon the pension shall cease. Only spouse, at the time of the bargaining unit member's retirement, shall receive spousal benefits. This survivor benefit shall apply to all current and future bargaining unit employees covered by this agreement.

3. EMPLOYEE PENSION CONTRIBUTION: All Local 1577, IAFF members shall contribute (12%) twelve percent of their pensionable compensation as their contribution to the funding of their pensions hereunder.
4. Effective July 1, 1990, the City of Inkster Policemen and Firemen Retirement System shall be amended to provide that any Local 1577, I.A.F.F. member eligible to retire under Section 18.3 (b) shall read new members and employee members who are fifty (50) years of age and whose services with either or both the fire and police force shall total twenty-five (25) years, provided that the amount of time spent in the United States Military, Naval or Marine Service by any fireman and policeman who leaves the force of which he is a member to enter such United States Service, and who returns to either force within six (6) months after an honorable discharge from United States Service, shall be counted as part of the aforesaid twenty-five years service.
5. Effective July 1, 1990, the City of Inkster Policeman and Firemen Retirement System shall be amended to provide that any Local 1577, I.A.F.F. member eligible to retire shall under Section 18.1(i) read "Final Monthly Compensation" whatever used in this Chapter shall mean the average monthly pay of the best 36 consecutive months of pay as an employee member from the City (and/or Village of Inkster for employee members with less than 36 months service with the City) during the members last 120 consecutive months of service with the City (and/or Village of Inkster for members with less than 120 months service with the City). In the event an employee member has less than 36 months service with the City and/or Village of Inkster at his date of disability retirement or death, "Final Monthly Compensation: shall mean his average monthly pay during his entire period of continuous service. Effective July 1, 1990, final monthly compensation shall also include annual sick leave payout but excluding at retirement final sick leave buyout.
6. Effective July 1, 1999, the City of Inkster Policemen and Firemen Retirement System shall be amended to provide that any Local 1577, I.A.F.F. member eligible to retire under Section 18.3 (b) shall read new members and employee members whose services with either or both the fire and police force shall total twenty-five (25) years, provided that the amount of time spent in the United States Military, Naval or Marine Service by any fireman and policeman who leaves the force of which he is a member to enter such United States Service, and who returns to either force within six (6) months after an honorable discharge from United States Service, shall be counted as part of the aforesaid twenty-five years service.
7. Employee shall be 100% vested in the pension plan after ten (10) years of service or upon attainment of normal retirement age.
8. "Final Monthly Compensation" as used in the City of Inkster Charter Section 18.1 (i) shall mean Annual Base Salary (which includes pay for time worked and pay for approved leave), overtime, holiday pay, EMT pay, court time, education increment, the annual sick leave buy back per Article 22 (k) and the 52 week supplement paid by the City per Article 16 (d) (1).

### PRIOR PENSION SERVICE CREDITS:

Effective July 1, 1997, an employee hired on or after this date may purchase one (1) year of pension service credit for each three (3) years of past certified Firefighters service or military service prior to being employed as a Firefighter with the City of Inkster. The right to purchase additional pension service shall be limited. An employee shall have the right to purchase up to a maximum of three (3) years worth of pension service credits.

The employee shall have up to ninety (90) days after the completion of probation to purchase any additional prior pension service credits. The amount of monetary contribution that is required to be paid by an employee in order to purchase any prior pension service credits shall be determined by the pension funds actuary. There shall be no costs to the City for the purchase of additional pension service credits. Any pension service credits purchased by an employee shall be paid for in full by such employee at the time of purchase. All costs and fees associated with performing the actuary shall be borne by the employee.

### PURCHASE OF SERVICE CREDITS:

Effective July 1<sup>st</sup> 2004, all current employees in the bargaining unit (IAFF local 1577) will have a 6 month window to purchase up to five (5) years of time for pension purposes only. All new employees will have a one year window after their probation period to purchase up to three (3) years credit towards retirement with an option to purchase an additional two (2) years using the following example:

- A. All employees may purchase three (3) years of full time generic time. The employee may purchase one (1) year of full time generic time for each three (3) years of service within the Inkster Fire Department.
- B. All employees may purchase five (5) years of prior fire service or military time.
- C. In no case shall the total time purchased exceed a total of five (5) years.
- D. All years purchased shall only be used for retirement.
- E. The employee shall pay all costs for the purchase, and shall have a three (3) year time limit to pay all funds necessary. This payment may be made through payroll deduction on pre-taxed funds.
- F. All actuary studies shall be paid by the employee prior to the actuary study being performed by the actuary. The actuary will give the employee the cost of the actuary in advanced.

Deferred Retirement Option Plan (DROP):

Subsequent to ratification of this Agreement, the parties agree to meet and negotiate the terms and benefits of a new DROP to be incorporated herein by an appropriate Letter of Agreement.

**49. DURATION**

This Agreement shall become effective as of the first day of July, 2017, and the terms and provisions thereof shall remain in full force and effect until the 30th day of June, 2020

**50. EXTENSION**

In the event that negotiations relative to proposed amendments or modifications of this Agreement shall extend beyond the set expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect, pending agreement upon a new modified or amended contract between the parties.

**51. PARAMEDIC BONUS AND EMS COORDINATOR**

The paramedic bonus of 10% of base pay shall continue to be paid to all certified paramedics in the first pay period in August of each year.

The most senior paramedic who is interested in serving as EMS Coordinator shall be appointed whenever the position is vacant. The EMS Coordinator shall remain entitled to the paramedic bonus set forth in this article and shall be paid an additional stipend of \$4,500.00 annually in the first pay period in January of each year.

**52. HAZ-MAT/USAR TEAMS**

Management agrees to pay a \$1000.00 stipend per person on each team, per year which will be payable after twelve (12) months in the position and then annually thereafter.

**53. FORTY HOUR EMPLOYEES – FIRE PREVENTION DIVISION**

1. The standard workweek is forty (40) hours. The standard workday is eight (8) hours. General office hours are from 8:30 am. Until 5:00 pm. daily. The workweek commences on Monday morning at 12:01 am. and ends the following Sunday evening at midnight.
2. For Business reasons, the chief may alter the general office hours. If the Chief alters the shift, the employee will be given a three (3) day notice.

3. Overtime for forty hour employees will be in accordance with the Federal Fair Labor Standards Act. Qualified forty hour employees may work on overtime in suppression when the time is available; however, forty hour employees shall not be ordered to work in the suppression division.
4. Forty hour employees will receive 160 hours of holiday pay, and will be required to work the holidays that fall on their work schedule.
5. Forty hour employees will receive a uniform allowance at the same rate and at the same time as suppression employees.
6. Management agrees that there will be an Administrative EMS coordinator position

**54. SHARED SERVICES**

The union understands and agrees that the city will be seeking opportunities to combine and share services with other providers of fire services. The union will cooperate in such efforts and agree to continue to bargain over the effects related to such efforts.

**55. STATUTORILY REQUIRED EMERGENCY MANAGER**

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

## APPENDIX A

### Pay Schedule

<b><u>Rank:</u></b>	<b><u>Step 1</u></b>	<b><u>Step 2*</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>	<b><u>Step 5</u></b>
Fire Fighter	\$14.00	\$14.59	\$15.68	\$16.75	\$18.73
Sergeant	<b><u>2017</u></b>	<b><u>2018</u></b>	<b><u>2019</u></b>		
	\$18.44	\$19.22	\$19.79		
Captain	\$19.96	\$20.76	\$21.37		

Fire Inspector/Marshall: \$26.77

\*New hires that have a valid Paramedic license will start at Step 2

**Appendix A**  
**Pay Schedule**

<u>Rank</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
<b>Firefighter:</b>	\$14.00	\$14.59	\$15.68	\$16.75	\$18.73

	<u>FY2018</u>	<u>FY2019</u>	<u>FY2020</u>
<b>Sergeant:</b>	\$17.48	\$19.22	\$19.79

<b>Captain:</b>	\$19.96	\$20.76	\$21.37
-----------------	---------	---------	---------

**Fire Inspector/Marshall: \$26.77**

**\*\*\*Any new hires that have a valid paramedic license will start at step 2\*\*\***

Step 1: from date of hire to 1<sup>st</sup> anniversary

Step 2: from 1<sup>st</sup> anniversary to 2<sup>nd</sup> anniversary

Step 3: from 2<sup>nd</sup> anniversary to 3<sup>rd</sup> anniversary

Step 4: from 3<sup>rd</sup> anniversary to 4<sup>th</sup> anniversary

Step 5: from 4<sup>th</sup> anniversary =

*At time of signing all FFs will start at a minimum of Step 3*

*DC*  
*BA*  
*BN*

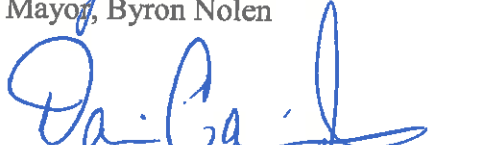
In witness whereof, the parties caused this agreement to be executed by their duly authorized representatives this 9<sup>th</sup> day of November, 2018.

FOR THE CITY:

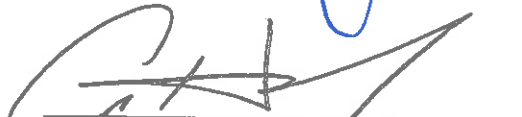
FOR THE UNION:

  
\_\_\_\_\_  
Mayor, Byron Nolen

  
\_\_\_\_\_  
President, Ben Ferguson


  
\_\_\_\_\_  
Treasurer/CFO, Darin Carrington

  
\_\_\_\_\_  
Vice-President, Jeff Kitman

  
\_\_\_\_\_  
Fire Chief, Chuck Hubbard

\_\_\_\_\_  
Vice President, Kyle Richardson

  
\_\_\_\_\_  
Secretary, Jason Kaye

  
\_\_\_\_\_  
Treasurer, Eric Ramirez