

Agreement between the City of Taylor and
The Taylor Professional Fire Fighters Union,
Local 1252, IAFF, AFL-CIO July
1, 2021, through June 30, 2025
Signature Copy

COLLECTIVE BARGAINING AGREEMENT

between

THE CITY OF TAYLOR

and

TAYLOR PROFESSIONAL FIRE FIGHTERS ASSOCIATION

LOCAL 1252, IAFF, AFL-CIO

July 1, 2021 through June 30, 2025

ORIGINAL

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE AND DEFINITIONS.....	3
ARTICLE 2 - COVERAGE.....	3
ARTICLE 3 - UNION ACTIVITIES	4
ARTICLE 4 - WAGES	4
ARTICLE 5 - RESPONSIBILITY OF THE MUNICIPALITY	8
ARTICLE 6 - HOLIDAYS.....	8
ARTICLE 7 - VACATIONS.....	11
ARTICLE 8 - SENIORITY.....	14
ARTICLE 9- SICK LEAVE.....	18
ARTICLE 10 - PHYSICAL EXAMINATIONS.....	23
ARTICLE 11 - INSURANCE.....	24
ARTICLE 12 - PENSION	28
ARTICLE 13 - DEFERRED RETIREMENT OPTION PLAN (DROP).....	31
ARTICLE 14 - UNIFORM ALLOWANCE.....	36
ARTICLE 15 - MAINTENANCE OF CONDITIONS	37
ARTICLE 16 - STRIKE PROHIBITION	38
ARTICLE 17-GRIEVANCE AND ARBITRATION.....	38
ARTICLE 18 - HOURS OF EMPLOYMENT	40
ARTICLE 19 - GENERAL.....	40
ARTICLE 20 - UNION SECURITY	41
ARTICLE 21- FOOD ALLOWANCE.....	41
ARTICLE 22 - DEPARTMENT STRENGTH.....	42
ARTICLE 23- SCHOOLING.....	42
ARTICLE 24-SAFETY COMMITTEE	43
ARTICLE 25 - STAFFING.....	43
ARTICLE 26 - LATERAL TRANSFERS	44

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ARTICLE 27 - BANK TIME	45
ARTICLE 28 - DURATION	45
ARTICLE 29 - EMPLOYEE BILL OF RIGHTS	46
ARTICLE 30 - DRUG POLICY,	46
ARTICLE 31-RECREATION CENTER MEMBERSHIP SPORTSPLEX ICE SKATING PRIVILEGES	51
APPENDIX A - WAGE SCHEDULE	52
Letter of Understanding - Medicare Part B	Appendix B

This Agreement entered into this 23rd day of November, 2021, effective July 1, 2021 through June 30, 2025, between the City of Taylor, Michigan, hereinafter called the "City" and the Taylor Professional Fire Fighters Union, Local 1252, of the International Association of Fire Fighters, AFL-CIO, CLC, hereinafter called the "Union."

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

ARTICLE 1 - PURPOSE AND DEFINITIONS

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

1.2 **Definitions:** "City" shall include the elected or appointed representatives of the City of Taylor, Michigan.

"Union" shall include the officers or representatives of the Union. Whenever the singular number is used, it shall include the plural.

ARTICLE 2 - COVERAGE

2.1 **Coverage:** This Agreement shall be applicable to all employees of the Fire Department of the City, excluding the position of Fire Chief and Deputy Chief.

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

2.3 **Other Organizations:** Employees may belong to other organizations, but not as a condition of employment with the City, nor may such other organizations represent any employee with respect to wages, hours or conditions of employment, nor in derogation of the exclusive bargaining agency of this Union.

2.4 **Recognition:** The City recognizes the Union as the sole and exclusive bargaining representative of the employees of the Fire Department, excluding the position of Fire Chief and Deputy Chief.

ARTICLE 3 - UNION ACTIVITIES

3.1 **General:** 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 or compensation of public employment of their bettelment, all free from any and all restraint, interference, coercion, discrimination or reprisal.

3.2 **Release Time:** Officers and other representatives of the Union shall be afforded reasonable time during working hours, without loss of pay, to fulfill their Union responsibilities; including, but not limited to, negotiations with the City, processing grievances, and the administration and enforcement of this Agreement.

3.3 **Bulletin Boards:** The Union shall be provided bulletin boards for the purpose of posting Union business. The Union will designate the employee responsible for maintaining these Boards in an acceptable manner.

3.4 **Meetings:** The Union may schedule meetings on Fire Department property upon notice to the City insofar as such meetings are not disruptive to the duties of the employees or the efficient operation of the Department.

3.5 **Union Activities:** The President and respective representatives shall be allowed time off with pay to attend Union conventions, seminars and 4th District Meetings, subject to approval of the Mayor. Such approval shall not be unreasonably withheld.

ARTICLE 4-WAGES

4.1 **Direct Deposit/Pay Day:** All employees shall convert to the City's direct deposit program. Moreover, the Union agrees, at the City's discretion, to either bi-weekly or semi-monthly paydays.

4.2 **Rates:**

- 3% ATB increase effective on JW1e 1, 2022
- 3% ATB increase effective on June 1, 2023
- 2% ATB increase effective on June J, 2024
- 2% ATB increase effective on June 1, 2025

See Appendix A for hourly wage scale.

The parties agree that there shall be no parity between the Fire Fighters unit and any other bargaining unit for wages and fringe benefits.

4.3 ALS Transporting Bonus:

All bargaining unit employees shall receive a bonus payment of \$1,000 annually in the first pay period of March. The bonus payment shall not count toward base wages and shall have no impact on overtime rates, leave time payouts or pension benefits. In order to receive the bonus, employees must have worked in the pay period in which the bonus paid out (the first pay period of March).

4.4 Overtime Pay:

- A. Overtime shall be paid to employees of the Fire Fighting Division for all work in excess of their regularly scheduled workday (24 consecutive hours) or work week (50.4 hours in a scheduled work week). Such overtime shall be paid at the rate of time and one-half of the employee's prevailing hourly rate.
- B. Overtime pay shall be paid to all 40-hour employees for all work in excess of their regularly scheduled workday (10 hours) or work week (40 hours). Such overtime shall be paid at the rate of time and one-half of the employee's prevailing hourly rate.
- C. Fire prevention and training overtime will be allocated to the respective division personnel. All 50.4-hour division overtime will be allocated using a rotating list as follows:

The employee working the overtime and all eligible personnel above them on the overtime list will be placed on the bottom of the list in the order they were called.

Overtime eligibility defined:

- Vacation time, sick time, trade time, bereavement leave days, union business, members on duty and on the job injury will all be considered non-eligible. In the event an officer or a Paramedic is needed, only persons with these qualifications will be considered eligible.
- Overtime of four (4) hours or more is chargeable. Employee is only charged if they are eligible for the assignment, i.e., Hazardous Material Team training and response, Technical Rescue Team training and response.
- The Chief or his/her designee will call both listed numbers and leave message when applicable, also they will be responsible to maintain overtime list and forward updated copies to each fire station.

- Employees having priority of right of overtime shall be given first priority whenever possible. Management will endeavor to allocate overtime opportunities equally. In the event an employee is bypassed, the sole remedy will be to provide him/her with the next opportunity for overtime.
 - In the event multiple overtime assignments are available, the next eligible employee shall have preference for overtime assignment.
 - Emergency call-in shall not be governed by the overtime list, nor shall it be charged on the overtime list.
 - Light duty personnel may be eligible for overtime on dispatch. Qualified employees include paramedics and those certified in emergency medical dispatch. Ability to work overtime hours in dispatch shall be medically substantiated by the worker's compensation provider or treating physician if not under worker's compensation.
- D. 50.4-hour employees called to work outside of their regular scheduled shift shall be paid for a minimum of four (4) hours at straight time rate to be paid the following pay period. 40-hour employees called back to work after they have completed their work day, or who are called back on a normal off day, shall be paid for all such work at the rate of time and one-half, with a minimum of pay equivalent to four (4) hours of straight time.
- E. An employee called in for an emergency situation or a working fire, regardless of assignment, shall be paid at their 40-hour rate.
- F. A fire fighter who works overtime in excess of eight (8) hours shall receive one nine-dollar (\$9.00) meal allowance for each day in which he/she works eight (8) hours or more hours of overtime.

4.5 Jury Duty: In the event an employee is required to serve as a juror in any court of legal proceedings, he/she shall be considered as working his/her normal tour of duty without loss of pay, leave time or vacation. The employee may, at his/her option, choose to work his/her regularly scheduled shift if possible and be paid his/her current straight time hourly rate. This provision shall not be applicable to an employee who serves as a juror on a non-scheduled workday.

4.6 Court Time: Employees who are off duty and required to appear in court will be paid on the basis of actual time spent, or a minimum of four (4) hours pay at their straight time hourly rate of four (4) hours compensatory time.

- A. In the event the employee must appear twice in one day for court, once in the a.m. and again the p.m., he/she will be allowed an added four (4) hours for the second appearance, subject to the approval of the Chief of the Fire Department.
- B. An employee who is scheduled to work and who, during the course of his/her shift, is required to appear in court and whose appearance extends beyond the end of his/her shift, shall be compensated at the rate of time and one-half for the actual hours worked beyond the end of the shift. Employees required to be in court within two (2) hours of their starting scheduled work duties, shall be compensated at the rate of time and one-half. Said employees shall not be eligible under the provisions which are applicable for cost appearance for pay.
- C. Valid proof of appearance by signature of the Judge of his/her clerk, or court officer on the notice to appear, of the officer in charge, on forms provided, must be submitted to the Chief of the Fire Department in advance for payment as agreed.
- D. An employee who is required by the City to be out of the City overnight will be provided with funds for reasonable expenses for meals, lodging and transportation, and will suffer no diminution of pay. The employee shall substantiate the spending of these funds.
- E. Employees will be paid for court appearances and depositions related to their work responsibilities. They will not be compensated for court time or depositions resulting from employee or ex-employee lawsuits against the City. However, employees on duty when depositions are scheduled in lawsuits against the City, will be allowed time off without charge and will return to duty when their deposition is completed.

4.7 Upgrade Pay: All employees at or below the rank of Station Captain shall receive an annual payment of \$1,000 upgrade pay as compensation for acting in a higher rank at any and all times during the year. Upgrade pay is paid the second pay period in July.

4.8 Bartle Totals: The total banked vacation and sick leave of each employee, pursuant to the provisions contained in this Agreement, shall be reconciled and certified by the Human Resources Department annually by the last day of March. The total banked vacation and sick leave of each employee are available for review pursuant to the City's current payroll system.

4.9 Flex Time Bank: The practice of flex time accrual is eliminated. However, hours in flex time banks shall either be used in accordance with the Department's practice or shall be cashed out at the employee's then current rate. The option to cash in flex time hours shall be at the discretion of the employee.

ARTICLE 5 - RESPONSIBILITY OF THE MUNICIPALITY

5.1 The Municipality, through the Mayor and the Fire Chief, has the sole right to manage the Fire Department, including the right to maintain order and efficiency.

5.2 The Municipality has the sole right to hire, layout, assign, transfer, and promote employees in accordance with Public Act 78 and/or the provisions of this Agreement; to discipline, including discharge for cause, according to Public Act 78.

5.3

- A. The Union recognizes other rights and responsibilities belonging solely to the Municipality, prominent among which, but by no means exclusive, are the rights to determine the location and number of stations, the manner in which work is to be performed, the type of equipment they are to use, the schedules to be worked, and the assignment of their duties.
- B. The Union recognizes the right of the Municipality to make reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety and/or effective operations of the Municipality's Fire Department and to require compliance therewith by the employees. The Union reserves the right to question the reasonableness of the Municipality's rules or regulations through the grievance procedure.

5.4 It is understood and agreed that any of the powers and authority of the Municipality existing prior to this signing of this Agreement are retained by the Municipality, except those specifically abridged, deleted, or granted by the Agreement.

5.5 This Article or Section shall not abridge any rights granted by law to the Union.

5.6 Nothing in this Article shall be construed in contravention of any other provision of this Agreement.

ARTICLE 6 - HOLIDAYS

6.3 The following calendar days, or calendar days customarily celebrated in lieu thereof, shall be deemed holidays for the purpose of this Agreement:

1. New Year's Day
2. Martin Luther King Jr. Day
3. President's Day
4. Good Friday
5. Easter Sunday

6. Memorial Day
7. Independence Day
8. Labor Day
9. Veterans Day
10. Thanksgiving
Day
11. Christmas Eve
12. Christmas Day
13. New Year's Eve

6.2 Holiday Pay:

A. A 50.4-hour employee who is not scheduled to work on a holiday shall receive twelve (12) hours of pay at his/her prevailing hourly rate for each of the foregoing holidays. A 50.4-hour employee who is scheduled to and does in fact work during a twenty-four (24) hour period in which all or part of a holiday falls shall, in addition to his/her regular pay, receive twelve (12) hours of holiday pay at his/her then prevailing regular hourly rate and, in addition, shall receive one-half (1/2) hour of pay at his/her regular hourly rate for each hour he/she works which actually falls on the holiday.

1. Example 1:

- a. Holiday falls on fire fighter's regular workday.
- b. Wednesday, 7:00 a.m. through Thursday, 7:00 a.m., Wednesday is a holiday.
- c. Twelve (12) hours pay is received by all employees at straight time hourly rates.
- d. Seventeen (17) hours at time and on-half for those hours worked on Wednesday, from 7:00 a.m. through 12:00 p.m. totaling 25.5 hours paid at straight time rates.
- e. Seven (7) hours paid at straight time rate for hours worked from 12:01 a.m. Thursday to 7:00 a.m. Thursday.

2. Example 2:
 - a. Holiday falls on fire fighter's regular workday.
 - b. Tuesday, 7:00 a.m. through Wednesday, 7:00 a.m., Wednesday
 - c. Twelve (12) hours pay is received by all employees at straight time hourly rates.
 - d. Seventeen (17) hours at time and on-half for those hours worked on Wednesday, from 7:00 a.m. through 12:00 p.m.
 - e. Seven (7) hours paid at straight time rate for hours worked on Wednesday, from 12:01 a.m. to 7:00 a.m., totaling 10.5 hours at straight time rates.

A 50.4-hour employee who is not scheduled to work on a holiday, but who is either held over and required to work beyond his/her regular shift into the holiday, or who is called to work on the holiday shall be paid double time for all hours worked on the actual holiday in addition to the twelve (12) hours holiday pay.

6.3 In order for a 40-hour employee to be eligible for holiday pay, he/she shall have worked the last scheduled day before or the next scheduled day after the holiday.

A 40-hour employee who is not scheduled to work on a holiday but is called in to work on a holiday and works, will be paid double time in addition to his/her holiday pay.

Fifty (50) hour employees, if scheduled, will be allowed to work Lincoln's Birthday, President's Day, Martin Luther King Jr. Day, Good Friday, Memorial Day, Labor Day and Veteran's Day at the discretion of the Fire Chief; and in addition to the holiday pay, shall be paid at the rate of time and one-half for each hour worked on the holiday.

6.4 50.4-hour employees who are scheduled to work on a holiday and fail to work the holiday shall not receive holiday pay.

6.5 For the purpose of this Article, scheduled workdays shall include vacation days, approved union business, on-the-job injuries, bereavement leaves, personal leave days, and trade days.

ARTICLE 7-VACATIONS

7.1 Eligibility and Amount:

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

A. Fire Fighting Division:

1. Vacations shall be determined on a calendar year basis, except that new employees, upon completion of one year of employment, shall receive earned vacation days on a prorated basis, beginning from their first anniversary date through December 31st of their year of hire. (For the purpose of proration, the employee will receive fourteen (14) hours per month for each month in which they worked in the previous year). Thereafter, new employees shall revert to the calendar year schedule.
2. Each employee with more than one (1) year, but less than five (5) years, shall receive seven (7) workdays' vacation.
3. Each employee with five or more years, but less than ten (10) years, shall receive ten (10) workdays' vacation.
4. Each employee with ten (10) years of service or more shall receive thirteen (13) workdays' vacation.
5. Each employee of the Fire Fighting Division shall receive one (1) additional vacation day for every two (2) years of service in excess of the fifteen (15) years, i.e., the 16th year, 18th year, etc.
6. Employees hired on or after July 1, 2007 shall accrue one-third (1/3) less vacation days (or hours if applicable) as set forth in Sections 1 through 5 in regard to employees hired prior to July 1, 2007.
7. Illness certified by a doctor's certificate occurring during an employee's scheduled vacation period shall not be charged against vacation time but shall be charged against sick leave time.
8. 50.4-hour employees: In order to be eligible for a vacation after the first year of employment, the employee must have worked or received earning for 1,250 hours worked in the prior calendar year. Hours worked shall include approved union business, vacation days, holidays and compensable injury days.

9. 50.4-hour employees may accumulate up to a maximum of twenty (20) days of vacation plus the current year's entitlement. Vacation days, including banks, may be sold at the employee's request. Any vacation days in excess of the allowed banks which are not used or paid during the year, will be automatically paid out each February for the prior year. At least two (2) 50.4-hour employees will be allowed on vacation per day.
10. Employees hired on or after July 1, 2007, may accumulate one-third (1/3) less the maximum number of vacation days (or hours if applicable) as set forth in Subsection 9, above. Similar to employees hired prior to July 1, 2007, employees hired after July 1, 2007 may sell vacation days at an employee's request. Any vacation days in excess of the allowed banks which are not used or paid during the year, will be automatically paid out each February for the prior year.
11. Employees shall have the option of transferring unused vacation days up to a maximum of twenty (20) days, to a separate bank for use by the employee as vacation or sick leave. The value of a day when transferred to this bank shall be equal to the value of a day on the date of transfer. This bank shall not be included in final average compensation as computed for pension benefits.
12. Employees hired on or after August 1, 2022, may not accumulate vacation days. Any vacation days not used will be paid off annually in the first pay period of February of each year.

B. 40 Hour Division:

1. After one (1) year and through five (5) years of service, fourteen (14) workdays of vacation.
2. After five (5) years and through ten (10) years of service, twenty-one (21) workdays vacation.
3. An employee with ten (10) years of service shall receive twenty-four (24) workdays vacation plus one (1) additional vacation day for every year of service in excess of fifteen (15) years.
4. Employees hired on or after July 1, 2007, shall accrue one-third (1/3) less vacation days (or hours if applicable) as set forth in sections 1 through 3 above in regard to employees hired prior to July 1, 2007.

5. 40-hour employees: In order to be eligible for a vacation after the first year of employment, the employee must have worked or received earnings for 1,000 hours worked in the prior calendar year. Hours worked shall include approved union business, vacation days, holidays, personal days, and compensable injury days.
6. Any 40- hour employee having given (5) years seniority or more shall be granted four (4) ten (10) hour personal leave days, to be used during the calendar year or forfeited. Request for such leave must be submitted in writing twenty-four (24) hours in advance of the day requested for approval from the Fire Chief. One of the conditions for granting such leave is that there must be no cost to the City for replacing a person on such leave.
7. 40-hour employees may accumulate up to a maximum of thirty-eight (38) days of vacation plus the current year's entitlement. Vacation days, including banks, may be sold at the employee's request. Any vacation days in excess of the allowed banks, which are not used or paid during the year, will be automatically paid out each February for the prior year.
8. Employees hired on or after July 1, 2007, shall accumulate one-third (1/3) less vacation days (or hours if applicable) as set forth in Sections 1 through 5 above in regard to employees hired prior to July 1, 2007.
9. Employees shall have the option of transferring unused vacation days, up to a maximum of thirty-eight (38) days, to a separate bank for use by the employee as vacation or sick leave. The value of a day when transferred to this bank shall be equal to the dollar value of a day on the date of transfer. This bank shall not be included in final average compensation as computer for pension benefits.

7.2 Anniversary Date: The anniversary date of service for the purpose of this article shall be measured by reference to the calendar year January to January, except that for new employees, the anniversary of their hiring date will be used to qualify for vacation benefits for the first year only.

7.3 Designation of Vacation Period:

- A. 50.4 Hour Employees: Vacation requests shall be prepared and submitted to the Fire Chief for approval at least seven (7) days before the annual shift change, will be given vacations on a first request/first approved basis for the remainder of the shift year.

Selection shall be based on seniority. Approved vacation schedules will be posted no later than the first day of the annual shift change. Employees who have not submitted their vacation requests at least seven (7) days before the annual shift change will be given vacations on a first request/first approved basis for the remainder of the shift year.

B. Unscheduled vacation days (days not pre-scheduled prior to the annual shift change as described in Section 7.3 above) should be submitted for approval at least thirty (30) days prior to the day being requested off. The fire chief shall have the discretion to approve or deny any vacation request made with less than thirty (30) days' notice if one or more bargaining unit members has already been approved for vacation leave on the requested day. If the City ceases ALS transporting, the parties agree to revert back to the prior language of Section 7.3 related to vacations.

C. 40 Hour Employees: Vacation requests shall be prepared and submitted to the Fire Chief for approval by the 15th day of each January. Selection shall be based on seniority. Approved vacation schedules will be posted no later than the 1st day of each February. Employees who have not submitted their vacation requests by the 15th day of January will be given vacations on a first request/first approved basis for the remainder of the calendar year.

7.4 Retirement: Retiring 40-hour fire fighters who complete 1,000 hours of work and 50.4-hour firemen who complete 1,250 hours of work in the year of retirement will be eligible for full vacation. Employees working less than the above minimums will have their vacation pay prorated. This provision is subject to the 1/3 less accruals for new hires after July 1, 2007, as set forth above.

Vested terminees will be eligible for vacation on the same basis as above.

These payments will be included in the final average compensation calculations for pension.

7.5 Employees may use one 24-hour vacation day per year in six (6)

Vacation

Usage: hour
increments.

ARTICLE 8 - SENIORITY

8.1

A. Seniority and *its* application, promotions, demotions and layoffs shall be subject to the provision of Act 78 of Public Acts of 1935, as amended, except as hereinafter modified.

B. Probationary Period:

New Hires shall be subject to a one-year probationary period. Fire Medics must obtain a State Certified Paramedic License within their probationary period. The City may, at its sole discretion, extend the probationary period an addition six (6) months.

C. Promotions:

- I. The promotional provisions of Act 78 are modified and subject to the following provisions:
 - a. Promotions for bargaining unit employees shall be by seniority in rank.
 - b. There will be one (1) forty (40) hour Captain position available wherein the employee will have seniority-based promotions and the job duties and original time of appointment are at the sole discretion of the Fire Chief and/or designee.
 - c. If the City chooses to appoint a Deputy Chief in addition to the Chief, at least one of the positions shall be selected from the Union's bargaining unit per the eligible ranks outlined in this Article. Non-bargaining unit candidates must meet the same criteria as bargaining members (ten years in professional fire service, with a minimum of two years at the rank of lieutenant or higher). If the City chooses not to fill a vacancy created in the Deputy Chief classification, formerly held by a prior bargaining unit member and the Chief was hired from outside the department, that Chief may remain in the Chief classification, notwithstanding the language in this subsection. The Fire Chief and Deputy Fire Chief shall not be members of the Bargaining Unit.
 - d. The Union recognizes and explicitly agrees that the City shall have the right to enter into a Personal Services Contract with individuals being promoted to the position of Fire Chief and Deputy Fire Chief; and said Personal Services Contracts shall define all economic and non-economic terms of employment, including but not limited to pension calculation and years of service that may be applied. The Union further agrees that the Police and Fire Retirement System shall process and pay the pension benefits and all applicable retirement fringe benefits (i.e., medical-hospitalization, prescription drug coverage, etc.) that are provided for by the Personal Services Contracts between the City and the Fire Chief(s) and Deputy Fire

Chief(s). The Union further Agrees that all terms and conditions described herein shall apply to all current and future Fire Chiefs and Deputy Fire Chiefs.

- e. Promotions to the rank of Deputy Fire Chief shall be made on the following basis if that position is to be filled by a member of the bargaining unit:
 - 1. All captains and Battalion Fire Chiefs with a combined total of at least two years in one or both of those ranks and at least ten years Department seniority shall be eligible to test for the Deputy Fire Chief position. The City and the Union shall agree upon the test and the testing procedures to establish an eligibility list.
 - u. If the City, in its sole discretion, elects to fill a vacancy created in the position of Deputy Fire Chief, the Mayor shall have the right to select from any of the top five (5) candidates to fill the position.
- f. Promotions to the rank of Fire Chief shall be made on the following basis if that position is to be filled by a member of the bargaining unit:
 - 1. The City shall have the sole right of selection to fill a vacancy in the rank of Fire Chief.
 - 11. The City shall have the sole right of selection from all Captains, Battalion Chiefs, and deputy Fire Chiefs with a combined total of at least two years in one or all of those ranks and at least ten years of Department seniority,
- g. Members promoted after July 1, 2008, to the positions of Chief and Deputy Chief shall not have retreat rights back into the bargaining unit.

D. Division Transfer:

Seniority credit for promotions to any given rank in a division (50.4 hours per week or 40 hours per week) shall cease to accumulate and be frozen for any member of the Fire Department upon successfully completing probation and with acceptance of a permanent transfer to another division.

Only seniority in a particular division shall be utilized for promotion within that division, except for the entry-level positions in the 40-hour division, department seniority shall be utilized.

Except for these modifications, Act 78, as outlined in the Collective Bargaining Agreement, shall be forwarded.

8.2 Procedure for Picking Shift and Station Assignments:

- A. 50.4-hour Battalion Chiefs/Shift Captains shall pick a shift and be permanently assigned to Station #1.
- B. Each Captain shall pick a shift and station assignment by seniority in rank.
- C. Lieutenants shall pick a shift and station assignment by seniority and rattle.
- D. Fire Medic II's shall pick a shift and station assignment by seniority in rank.
- E. Fire fighters with three years of service shall pick shift and station by seniority in rank. All fire fighters below three (3) years' service will be placed on shift and station by the Department. Fire fighters with three (3) years of service shall pick assignment prior to placement of those below three (3) years of service. Fire fighters with less than three years seniority will be rotated every four (4) months. Once a year the shifts and station assignments shall be reopened for bid, using the same procedures for reassignment. Any hour adjustment shall be absorbed by the employee requesting the assignment.
Any other transfers during the year will be on approval of the Fire Chief.

8.3 Public/Static Displays:

Fire education activities that are beyond the scope of fire suppression personnel, such as public speaking and detailed presentation which include specific detail teaching, will be done by overtime personnel at the Chiefs discretion when the staff personnel are unavailable or unable to participate. This overtime will be paid for no less than two (2) hours. It is understood that on-duty personnel will be expected to provide fire truck and EMS displays or visits which are no longer than one hour in length and no more than twice per day, per station. Whenever possible, fire administration will endeavor to ensure that fire station and safety hour tour groups are not left unattended in the event that on-duty personnel are called to an alarm. An overtime sign-up list or other notification will be used to determine which suppression personnel are interested in providing the fire education, public speaking, and detailed teaching presentations which are addressed above.

ARTICLE 9 - SICK LEAVE

9.1 Fire Fighting Division:

A. Accumulation of Sick Leave Credits:

1. For the purpose of this Section, "sick leave days" shall be a 24- hour duty day.
2. Each employee hired prior to July 1, 2007, shall acquire one and on-half (1 ½) days of sick leave credit for every two months of service rendered, not to exceed nine (9) sick leave days per calendar year.
3. Employees hired after July 1, 2007, shall acquire one (1) day of sick leave credit for every two (2) months of service rendered, not to exceed six (6) sick leave days per calendar year.
4. Regardless of date of hire, 50.4-hour employees shall receive five (5) full day's pay in each two-month period to be eligible for their sick leave credit. A minimum of two days shall be worked each month of the two-month period but in no case shall the total number of days be less than -five. For the purpose of this Article, two-month periods shall start January 1 of each year. For purpose of this Section, the following days off are considered days worked:
 - a. Overtime days
 - b. Vacation days
 - c. Approved union business
 - d. Paid holidays
 - e. Paid bereavement
 - f. Leave days
 - g. Trade days
 - h. Days paid for on-the-job injuries only

B. Charges Against Credits:

1. Sick Leave: An employee shall be entitled to charge accumulated sick leave credits for personal illness or illness of the spouse or child. The employee shall, to the extent possible, inform his/her department head of such illness.
2. Sick time may be taken in segments of the nearest one (1) hour increment but not be otherwise fragmented.

3. Incremental Sick Time: If a suppression employee requires time off during a normal duty day for various reasons including but not limited to taking a family member to the doctor, childcare issues or other immediate family needs, he/she will be allowed to use sick time in a minimum increment of six (6) hours. Additional time off beyond 6 hours will be charged to the nearest one (1) hour increment, but not otherwise fragmented.

If said request for sick time increment affects the minimum daily manpower, the requesting employee will only be allowed the increment providing that a replacement employee is found to work the said vacancy. If no employee is found to fill the vacancy the request for increment will not be allowed and the requesting employee will have the option of taking the remainder of the shift off, using sick time. In this event, the City will endeavor to fill the vacancy created with an overtime assignment, at the Chiefs sole discretion.

No costs shall be incurred with members moving from station to station to fill a vacancy created by this agreement.

If there is more than five (5%) percent increase in overtime costs associated with this provision during any subsequent budget cycle (fiscal year) the City retain the right to cancel this provision.

C. Bereavement Leave:

An employee shall be entitled to five (5) consecutive calendar days bereavement leave (actual work and non-workdays) without loss of pay upon the death of an immediate member of his/her family. An immediate member of the family for this purpose shall be deemed to be: a spouse, son or daughter, sister-in-law or brother-in-law, stepchildren, parents or parent-in-law, brother or sister, and grandparents or grandparents-in-law, and stepparents, stepsisters or stepbrothers, step-grandparents and grandchildren.

1. Added days may be requested and granted by approval of the Chief of Fire and if over five (5) days, credits are to be taken from bonus, compensatory or vacation leave.
2. A death in the employee's immediate family as defined above occurring during the employee's scheduled vacation period shall not be charged against vacation time but shall be charged against bereavement leave.

9.2 40-Hour Employees:

- A. The provision of Section 9.1, above, shall, insofar as applicable, apply to all 40-hour employees except that 40 hours employees shall receive seventeen (17), ten (10) hour sick days per year credit. However, employees hired after July 1, 2007, shall receive one-third (1/3) less sick days per year.
- B. Regardless of date of hire, in order to be eligible for the accumulation of sick leave credit, an employee must work a minimum of five (5) days in a month. For purpose of this Section, the following days off are considered days worked:
 - a. Overtime days
 - b. Vacation days
 - c. Approved union business
 - cl Paid holidays
 - e. Paid bereavement
 - f. Leave days
 - g. Trade days
 - h. Days paid for on-the-job injuries only
- C. Sick time may be taken in segments of the nearest one (1) hour increment but not be otherwise fragmented.

9.3 Relation Between Divisions:

- A. In the event an employee changes from Fire Fighting Division to the Fire Prevention Division or vice-versa, his/her vacation and sick leave credits shall be prorated accordingly.

Whenever an employee shall have exhausted all of his/her sick leave and vacation leave, the union may do a written request to have its members work and donate time to the sick employee's time. The City shall not take active opposition to said request and shall facilitate any employee working pursuant to the same. An employee of the collective bargaining unit who is qualifies may work in the place of and instead of said ill employee until a final determination is made as to whether he/she is to be carried as permanently disabled, provided that this does not result in the payment of regular and/or overtime monies if prohibited under applicable federal law.

9.4

- A. In the event a 50.4- hour employee hired prior to July], 2007, resigns, retires, or is terminated for any reason, he/she shall receive compensation in a sum equivalent to his/her accumulated sick leave credits, not to exceed eighty (80) workdays, plus sick days accumulated during the calendar year in which the employee, retires, resigns or is terminated for any reason.
However, any employee hired after July 1, 2007, who resigns, retires, or is terminated, shall receive compensation in a sum equivalent to his/her accumulated sick leave credits, not to exceed 53.33 days (1278.27 hours).
Any employee hired on or after August 1, 2012, may accumulate sick leave credits, not to exceed 20.83 days (or 500 hours).
- B. On February 1st of each year, all unused sick days accumulated in the previous calendar year in excess of the eighty (80) days set forth in Section 9.4 (a) shall be paid in full at the then prevailing rate except as set forth in Section 9.7.
For employees hired on or after August 1, 2012, on February 1st of each year, all unused sick days accumulated in the previous calendar year in excess of the 20.83 days (or 500 hours) set fo1th in section 9.4(A) shall be paid.
1. In the event an employee has sick leave accumulated in excess of eighty (80) days, it is agreed that the employee's illness will not be charged against his/her yearly accumulation but will be charged against these excess days until they aro exhausted.
 2. For those employees hired after July 1, 2007, if he/she has sick leave accumulated in excess of fifty-three point thirty-three (53.55) days or one thousand two hundred seventy-eight point two seven (1,278.27) hours, it is agreed that the employee's illness will not be charged against his/her yearly accumulation but will be charged against these excess days until they are exhausted.
- C.
1. A 50.4-hour employee at his/her option, will be allowed to apply his/her excess accumulated sick leave credits to a maximum of thirty (30) days to provide for early retirement, provided written notice is given to the Fire Chief of his/her desire to do so prior to January 1st of each year. If the employee chooses this option, he/she will then be allowed to accumulate one hundred and ten (110) sick leave days, with thirty (30) of these days

allotted for early retirement. It is understood that an employee who retires early under this option will be considered retired for all purposes and will not accrue benefits.

2. An employee, at his/her operation, shall receive pay for those day in excess of thirty (30) days, upon written request to the Chief of the Fire Department.

D. In the event a 40-hour employee resigns, retires, or is terminated for any reason, he/she shall receive compensation in a sum equivalent to his/her accumulated sick leave credits, not to exceed one hundred fifty-two (152) workdays, plus sick days accumulated during the calendar year in which the employee retires, resigns, or is terminated for any reason.

1. By February 1st of each calendar year all unused sick leave credits in excess of one hundred fifty-three (153) days which are earned in the previous calendar year shall be paid in cash at the then prevailing rate except as set forth in Section 9.7. In no case shall payment exceed seventeen (17) ten (10) hour days.
2. A 40-hour employee, at his/her option will be allowed to apply his/her excess accumulated sick leave credits to a maximum of sixty (60) days to provide for early retirement, provided written notice is given to the Fire Chief of his/her desire to do so prior to January 1st of each year. If the employee chooses to retire early, he/she will then be allowed to accumulate a total of two hundred thirteen (213) sick leave days, with (60) of these days allotted for early retirement. It is understood that an employee who retire early under this option will be considered retired for all purpose and will not accrue benefits.
3. Sick days accrued at the 24-hour rate to be paid off at the 24-hour rate. Days accrued at the 40-hour rate to be paid at the 40-hour rate.

9.5 Additional Vacation Days: Each employee shall receive three (3) additional vacation days (bonus) if he/she does not use more than five (5) sick leave days in a calendar year to apply after the first year. 40-hour employees shall receive an additional sick (6) days (bonus) provided they do not use more than (5) sick leave days per calendar year.

50.4-hour employees may apply one (1) bonus day of the three toward one-day vacations. Application for use of these days must be made twenty-four (24) hours in advance of the day requested. In all cases, use of these days is subject to approval of the Chief or his/her designee based on the manpower requirements of the Department.

40-hour employs may apply two (2) bonus days of the six toward one-day vacations. Application for use of these days must be made twenty-four (24) hours in advance of the day requested. In all cases, use of these days is subject to approval of the Chief of his/her designee based on the manpower requirements of the Department.

Employees hired on or after August 1, 2012, shall not be eligible to receive additional vacation days.

9.7 Duty Related Injury of Illness:

- A. Any employee who incurs an injury or illness arising out of an in the course of his/her employment and who is under a physician's care shall incur no charge again his/her sick leave credits for absent time.
- B. In the event an employee is receiving Worker's Compensation benefits, the City shall supplement the same by a weekly sum which, when added to such Worker's Compensation benefits, will equal the employee's regular salary.
- C. The City may schedule injured fire fighters that are unable to serve in full capacity positions and released to "light duty" as dispatchers within reason.
- D. Whenever a member of the Fire Department is incapacitated because on injury sustained in the performance of his/her duties, he/she shall be entitled to injury leave with full pay during the period in which he/she is unable to perform his/her duties or until such time as he/she has been accepted for retirement by State act 345 Pension System or is employed elsewhere. The supplemental pay provided by the City will not exceed two (2) years from the date of the injury or to the extent of the employee's total accumulated seniority, whichever is greater.

ARTICLE 10 - PHYSICAL EXAMINATIONS

10.1 The City may, at is expense, provide each employee an annual physical examination, including but not limited to chest x-ray and echocardiogram. Drug testing may at the City's discretion, be included in annual physical examinations. Employees testing positive will be given a second test to verify the results of the first test.

Employees testing positive in both tests will be sent out for evaluation and rehabilitation in a hospital-approved program. Costs not covered by group insurance will be borne by the employee and time off required for program participation will not be reimbursed by the City. Such examination shall be scheduled as nearly as possible on the anniversary date of the employee's last physical examination. It is further understood that the employee may choose to waive his/her annual physical examination.

10.2 The parties agree that the employer shall have the right to name the physician for the examination, provided that he shall have on the eligible lists of physicians both Doctors of Medicine and doctors of osteopathy.

10.3 A copy of the examination will be provided to the personal physician of the employee if the employee shall so indicate to the employer his/her desire to do so in writing, either prior to the examination or within ten (10) days thereafter.

ARTICLE 11 - INSURANCE

11.1 Health Insurance Premium Co-Payment:

Employees shall have deducted from their weekly wages a medical premium co-payment of twenty (20%) percent of the annual illustrative rate based on the contract type in which the employee is enrolled.

Said co-payment shall be tax exempt through the City's Cafeteria 125 Plan.

Employees who are not covered by the City's insurance shall not be required to pay the co-payment for medical premiums.

New hires are eligible for the City's insurance plans on date of hire.

If the employee's spouse is employed by the City, they and their family will only be eligible to be covered on one of the City's health insurance policies. Whichever of the two is enrolled as the primary subscriber will be subject to the language regarding health insurance, which is set forth in the collective bargaining agreement of the subscriber.

Employees who elect not to be covered under the City's health insurance program shall be exempted from the co-payment for medical premiums. This exemption shall be in addition to the "payment in lieu of health insurance" provision of the contract. The employee who elects to opt out of the City's medical insurance program, will not be entitled to re-enroll in the program until the next annual open enrollment period, except in the event that the employee has outside coverage that has been discontinued or terminated. The co-payment for medical premiums will begin immediately upon the reinstatement of the employee's medical insurance.

The medical premium co-payment required herein is intended to extend to active employees and retirees who retire on or after September 1, 2017. No retiree shall be required to contribute more than the following amounts per year for premium co-payments: \$3,000.00/Family coverage; \$2,500.00/Two-person coverage; \$2,000.00/ Single coverage.

11.2

- A. The Municipality shall provide for each 40-hour and 50.4-hour employee life and accident insurance of \$50,000. If the employee dies in the line of duty or while acting in the capacity of a fire fighter's duties, the amount of coverage shall be \$100,000. The City agrees to finish for the employee a sickness and accident insurance benefit of \$100.00 weekly for twenty- six(26) weeks. The premium costs shall be paid by the Municipality.
- B. Upon ratification through June 30, 2022, for all active employees the City will provide the Blue Cross/Blue Shield Community PPO Plan 1 with the \$20 Office Visit Rider, \$20 CBC-MT (Chiropractic Rider), \$3,000 out of network deductible, and a \$10 generic and \$20 brand name prescription drug card. The employee will have the option of enrolling in the Health Alliance Plan or Blue Care Network (with \$10/20 prescription drug coverage) in lieu of Community Blue PPO.
- Employees hired on or before July 31, 2016 who retire or enter the DROP on or before July 30, 2022, shall be obligated to pay the same co-pays and deductibles as an active employee at the time of entering the DROP or at the date of retirement.
- For all active employees, effective July 1, 2022, the City will provide the Blue Cross/Blue Shield Community PPO Plan 1 with the \$40 office visit co-pay, \$40 urgent care visit co-pay, \$100 ER visit co-pay, \$3,000 out of network deductible, and a \$10/\$40/\$80 Prescription Drug Plan. The employee will have the option of enrolling in the Health Alliance Plan or Blue Care Network with the same co-pays, deductible, and drug plan as stated in lieu of Community Blue PPO.
- Employees hired on or after July 1, 2007, shall have the option of Health Alliance Plan or Community Blue PPO Plan 1 (with applicable riders, co-pays and prescription drug coverage described above), provided that the employee pay the cost differential between the Health Alliance Plan rate and the Community Blue PPO Plan 1 rate in addition to any other premium co-pay should they choose the Community blue PPO Plan I coverage.
- All employees regardless of date of hire shall be obligated to utilize generic drugs over brand names, "step therapy". Ninety (90) day mail order supply of maintenance drugs will be available with a 2X co-pay.
- Employees hired on or before July 31, 2016 who retire or enter the DROP on or after July 1, 2022, shall be obligated to pay the same co-pays and deductibles as an active employee at the time of entering the DROP or at the date of retirement.

- C. Dental coverage shall be Class I, II, III and IV as follows:
1. Class I, preventative and diagnostic services and emergency palliative treatment and radiographs (x-rays): one hundred (100%) percent;
 2. Class II, oral surgery, endodontic, and periodontic services; relines and repairs; restorative services: eighty (80%) percent;
 3. Class III, prosthodontics: eighty (80%) percent;
(Maximum payment per person, per year for Class I, II and III benefits shall be one thousand (\$1,000) dollars.)
 4. Class IV, orthodontics: fifty (50%) percent with three thousand (\$3,000) dollar lifetime maximum per eligible person. The orthodontic age limitations are waived for eligible subscribers, spouses and dependent children.
 5. Effective July 1, 2022, there shall be no employee cost share..
- CI. The City shall provide for each employee and eligible members of the employee's family, an optical plan. Effective July 1, 2022, there shall be employee no cost share. The plan, in general, provides that every employee, spouse and all dependent children under the age of nineteen years, an optometric refraction and glasses, if needed, once every two (2) years. The plan details the types of frames and lenses available.
- CII. If the City decides to change carriers, it will provide the union with a minimum of 60 days' notice and agree to meet and confer and discuss any contemplated changes. "Equivalent coverage" is subject to the grievance procedure.
- CIII. The Municipality will provide the employees with insurance certificates, benefits, riders, identification card, etc., provided by the insurance, and the employee will provide the Municipality with the names of the beneficiary and other pertinent information.
- CIV. Employees and retirees who elect not to be covered by the medical insurance program will receive a monthly cash payment based on the employee's or retiree's eligibility for coverage as follows:

Single Person Policy: \$150
Two Person Policy: \$300
Family Policy: \$400

This will not apply to employees or retirees who spouse of an employee or retiree of the City or who are eligible to be covered by any other City paid medical insurance. The employee, who elects to opt out of the City's medical insurance program, will not be entitled to re-enroll in the program until the next annual open enrollment period, except in the event that the employee has outside coverage that has been discontinued or terminated.

If an active employee's or retiree's spouse is employed by the City or retired from the City, only one of them will be eligible for medical coverage. The active employee will be covered by the insurance of the retired spouse. If the insurance benefits should be improved or reduced in the future, the retiree will retain the benefits in effect at the time of retirement.

- H. The City may elect, at its option, to have retiree medical insurance premiums paid from the pension fund.
- I. The parties agree to form a Healthcare Cost Containment Committee made up of one member from each Union or Association group and the City Of Taylor. The parties are committed to investigate programs, which will reduce the costs. Programs to be considered would include alternative health care providers, additional cost containment programs, and alternative traditional plans.

11.3 Retirees shall be eligible to participate in the aforesaid dental, FAE and optical, provided the designated insurance calTier allows retiree participation and further provided that the present cost of any future increase in the cost of said programs shall be borne by and be the exclusive responsibility of each retiree.

Payment by the retiree for said programs shall be accomplished by deducting the applicable amounts from the retiree's pension payment.

Participation under this program by each retiree shall be voluntary, and each retiree shall notify the Human Resources Department, in writing, of his/her decision to either participate or refusal to participate in said program.

Optional retiree paid dental and/or optical coverage must be elected at the time of retirement. Any retiree who does not elect this coverage at retirement will be ineligible to enroll at a later time. Any retiree who enrolls in retiree paid dental or optical coverage and drops the coverage will be forever ineligible for re-enrollment.

11.4 Eligible dependents will be covered by hospitalization., dental and optical insurance through the end of the year they turn age 23 if they are full-time students.

11.5 Employees hired after August 1, 2016, shall not be entitled to other post-employment benefits, including medical/hospitalization, prescription coverage, optical, or dental coverage. Instead, those employees shall have access to a MERS Healthcare Savings Program. Effective January 1, 2017, and each year thereafter during an employee's employment with the City, the City shall make a two (2%) percent contribution of an employee's base wage per year, with the employee having to match that with a two (2%) percent contribution per year, to be deposited into a MERS Healthcare Savings Program. All contributions will be subject to IRS guidelines and MERS plan provisions established for the MERS Healthcare Savings Program.

ARTICLE 12 - PENSION

12.1 Effective July 1, 1999, upon retirement, employees shall receive a regular retirement pension payable through the employee's life of two-point eight percent (2.8%) of the employee's Final Average Compensation for all full years of service plus one percent (1%) of the employee's average final compensation multiplied by the number of whole years of service rendered by the employee in excess of twenty five (25) years to a maximum of five (5) additional whole years. The maximum pension received by an employee shall be 75% of PAC. Sections 12.2 A-E shall apply to employees hired before August 1, 2012.

12.2

- A. Employees shall be eligible to retire after twenty (20) years of service with no age requirement.
- B. During the life of this Agreement, the pension provisions of Public Act 345, as amended, will remain in full force and effect. The employees will pay employee contributions required for pension coverage pursuant to the provisions of Act 345.
- C. Employees shall have their "final average compensation" provided for under the terms of Act 345, which shall mean the average of their highest annual compensation received by a member during the three (3) years of his/her highest annual compensation received during the ten (10) years of service immediately preceding his/her retirement or leaving service.
- D. All ranks shall have a pension contribution of eight (8%) percent.
- D. "Final Average Compensation"
 - 1. "Final Average Compensation" as referred to above includes:
 - a. Base wage, including any deferred compensation;
 - b. Paramedic bonus;

- c. Overtime pay capped at a total of \$3,000;
- d. Vacation bank and current year entitlement, which is unused or not paid out prior to retirement date and sick and/or bonus days not to exceed capped bank, plus current, if any;
- e. Longevity pay;
- f. Equivalency pay;
- g. School or degree bonus pay.

2. Formula to Calculate "Finale Average Compensation"

- a. Upon the receipt of the appropriate payroll information from the employer, the Board's representative will identify the three calendar years out of the ten calendar years which immediately precede the calendar year containing the member's effective retirement date, in which the member received his/her highest annual compensation.
- b. The Board's representative then computes the compensation received by the member in the calendar year containing his/her effective retirement date for the period beginning on January 1 of that year through the effective retirement date.
- c. The Board's representative then computes the compensation received by the member in the lowest year of the three roughest years identified in step 1, specifically for the period in that year which corresponds to the period in the calendar year containing the member's effective retirement date beginning the day after the member's effective retirement date through December 31st of the applicable year.
- d. The compensation computed under steps (b) and (c) is then added together so that the sum is equivalent to a full calendar year's compensation.
- e. The compensation computed under step 4 is then added to the total of the two highest years of compensation as computed in step 1 and the resulting sum is then divided by three to obtain the member's average final compensation.

- F. Employees hired on or after August 1, 2012, upon retirement, shall receive a regular retirement pension throughout the employee's life of two-point two five percent (2.25%) of the employee's Final Average Compensation (FAC) for all full years of service, to a maximum of seventy-five percent (75%) of Final Average Compensation (FAC). Final Average Compensation (FAC) shall be base wage at time of retirement plus a maximum of two hundred forty-two (242) hours of paid leave that has been accumulated over the employee's career.
- G. Final payoffs shall be paid to the employee within thirty (30) days of the date of retirement.
- H. Effective July 1, 1985, should an employee with a minimum of ten (10) years of service suffer a non-duty related death, the spouse of the employee shall be entitled to receive the regular spousal pension benefit based upon the employee's years of service.
 - 1. Any member deferred vested in the City of Taylor Police and Fire Pension Fund shall be able to collect pension and fringe benefits on said employee's 20th calendar year anniversary from date of hire, regardless of any lay off time. The member's FAC and benefits will strictly follow what is dictated in this Agreement.

12.3 Employee Pick-Up Contributions: There is hereby created an employer "pick-up" program whereby the mandatory employee contributions to the Retirement System shall be paid by the City in lieu of contributions by the employees. The terms and conditions of such contributions shall be in accordance with the provisions of the Internal Revenue Code Section 414(h)(2) and related Treasury Regulations and application law.

Member Contributions: Upon implementation, the City shall, solely for the purpose of compliance with section 414 (h) of the Internal Revenue Code, pick-up, for the purposes specified in that section, the member contributions required by the Retirement System for all salary earned by the member after implantation. The provisions of this Section are mandat01y, and the member shall have no option concerning the pick-up or to receive the contributed amount directly instead of having it paid by the City to the Retirement System. In no event may implementation occur other than at the beginning of a pay period,

Tax Treatment: Member contributions pick-up under the provisions of this section shall be treated as City contributions for purposes of determining income tax obligations under the Internal Revenue Code, however, such picked-up member contributions shall be included in the determination of member's gross annual salary for all other purposes under federal and state laws. Members' contributions pick-up under this Section shall continue to be designated member contributions for all purposes of the Retirement System and shall be considered part of the member's salary for purposes of dete1mining the amount of member's contribution.

ARTICLE 13 - DEFERRED RETIREMENT OPTION PLAN (DROP)

Overview. An employee who has obtained a minimum requirement of 20 years of service and who is a member of the Taylor Professional Fire Fighters Association Local 1252 (TPPFA) may at any time, after meeting the minimum requirement, voluntarily elect to participate in the Taylor Fire & Police Retirement System Deferred Retirement Option Plan (hereinafter "DROP"). Upon commencement of DROP participation, the Participant's DROP Benefit shall be the dollar amount of the member's monthly pension benefit computed by using the contractual guidelines and formula(s) that are in effect on the DROP date. During participation in the DROP, the Participant continues with full employment status. 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 Taylor Police Retirement System (the "Fire and Police Retirement System" or "Plan"). The Participant's DROP Account shall be maintained and managed by the Board of Trustees of the Fire and Police Retirement System (the "Retirement Board"). Upon termination of employment, the retiree shall begin to receive payment(s) from his/her individual DROP Account as described here-in. The DROP payment(s) are in addition to *all* other contractual pension benefits. The Participant is solely responsible for analyzing the tax consequences of participation in the DROP.

- A. **Eligibility.** Any member of the Taylor Professional Fire Fighters Association Local 1252 (TPPFA) may voluntarily elect to participate in the DROP at any time after attaining the minimum requirements of twenty (20) calendar years of service on or before June 30, 2022. No employee hired after August 1, 2012 shall be eligible to participate in the DROP.
- B. **Participation Period.** The maximum period for participation in the DROP is five (5) years. The minimum period for participation in the DROP is one (1) year of service. Following a full one (1) year of participation, a member may indicate his or her intent to terminate employment and finally separate from the City of Taylor. Once separated, the employee will have access to the DROP account and receive full retirement benefits. An employee must cease employment with the City of Taylor Fire Department within five (5) years from the date of their entering the DROP.
- Upon termination of employment, the retiree shall receive 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 forfeiture of the Participant's monthly pension benefit otherwise payable to their DROP Account until termination of employment. Interest on the DROP Account however, will continue to accrue during such a forfeiture period.

- C. Election to Participate. Once commenced, participation in the DROP program is TRR EVOCABLE (except as specifically provided in subsection K herein). A member who wishes to participate in the DROP shall complete and sign such application form or forms as shall be required by the Retirement Board. The Retirement Board shall review the application within a reasonable time period and make a determination as to the member's eligibility for participation in the DROP. On the member's effective DROP Date, he or she shall become a DROP Participant and shall cease to be an active member of the Police and Fire 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 K).
- Upon ratification and execution by the TPFFA and the City of the collective bargaining agreement which establishes this DROP, members qualifying for DROP participation shall have sixty (60) days to file a DROP election with the Retirement Board with an effective DROP Date commencing March 1, 2021 or later at the Participant's election. Upon expiration said sixty (60) day period, members electing DROP Participation shall have an effective DROP Date no earlier than the member's date of application.
- D. DROP Benefit. The participant's DROP Benefit shall be the regular monthly retirement benefit to which the member would have been entitled if the member had actually retired on the DROP Date. The participant's DROP Benefit shall be credited monthly to the participant's individual DROP Account. A member who elects to participate in the DROP may prior to or at the time of their termination of employment elect to receive his or her benefit in the form of the Plan's Option I or Option IT benefit and nominate a named beneficiary. A member desiring to change their form of benefit at termination of employment must make such election prior to termination and will receive the actuarially computed revised benefit commencing on the member's effective date of termination. The term "spouse" for purposes of benefit qualification, shall mean the person to whom the retiree was legally married on both the effective date of termination of employment and the date of death.
- E. DROP Accounts. For each DROP Participant, an individual DROP Account shall be created in which shall be accumulated at DROP Interest the participant's DROP Benefits. All individual 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 the primary pension fund.

DROP Interest for each DROP Participant prior to termination of employment shall be equal to the rate paid to an employee who terminates their employment and withdraws their annuity in lieu of a retirement. Upon termination of employment, DROP Interest shall be credited at the same rate and in the same manner as interests is credited to an employee who withdraws their annuity and terminates employment in lieu of a retirement.

F. Contributions. The employee's contributions to the Fire and Police 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.

G. Distribution of DROP Funds. Upon termination of employment, the former DROP Participant must choose one, or a non- inconsistent 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 recipient.
2. A partial lump sum distribution to the 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 recipient.
5. An optional form of annuity as established by Public Act 345 of 1937.
6. No distribution, in which case the accumulated balance shall remain in the Plan to the extent allowed by federal law.

A former Participant may change their distribution method as may be applicable no more than once per annum. All benefit payments under the Plan 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 1 following the later of:

1. The calendar year in which the Premium Member attains age 70-1/2, 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)(1)(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 Participant's DROP Account shall not be subject to offset by any worker's compensation wage loss payments received by the Participant, including any redemption amounts.

- H. Death During DROP Participation. Except as otherwise provided in subsection K, if an employee participating in the DROP dies either: (i) before full retirement (i.e., before termination of service); or (ii) 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(ies) shall receive the remaining balance in the Participant's DROP Account in the manner in which they elect from the previously mentioned distribution methods. In the event the Participant has failed to name a beneficiary, the account balance shall be payable to the Participant's beneficiary of benefits from the Fire and Police Retirement System. If there is no such beneficiary, the account balance shall be paid in a lump sum to the Participant's estate. Benefits payable from the Fire and Police Retirement System shall be determined as though the DROP Participant had separated from service on the day prior to the Participant's date of death.
- I. Disability During DROP Participation. Except as otherwise provided in subsection K, in the event a DROP Participant becomes totally and permanently disabled from further performance of duty as a fire fighter in accordance with the provisions of the Fire and Police Retirement System, the Participant's participation in the DROP shall cease and the member shall receive such benefits as if the member had retired and terminated employment during the participation period. Application and determination of disability shall be conducted in accordance with the Fire and Police Retirement System provisions; however, the Participant shall not be eligible for disability benefits from the Fire and Police Retirement System, except as specifically provided in subsection K.
- J. Special Provision for Disability and 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 may retroactively revoke the Participant's DROP election if the revocation occurs before the payment of a distribution to the member from the Participant's DROP account or payment of retirement benefits from the Retirement System. If a DROP Participant dies 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(ies) may, by unanimous agreement, retroactively revoke the Participant's DROP election if the revocation occurs before payment of a distribution from the Participant's DROP account or payment of benefits from the Fire and

Police Retirement System. If a DROP election revocation is made as prescribed by this Paragraph, the Participant's DROP Account is not distributed, and the Participant or the Participant's beneficiary(ies), as applicable, is entitled to all benefits provided by the Fire and Police Retirement System as if a DROP election had not been made. In the event of revocation of DROP participation as provided herein, the employee shall be required to pay all employee contributions which would otherwise have been paid by the member to the Retirement System and the member shall receive service credit for all service rendered during DROP participation or as otherwise provided in the applicable collective bargaining agreement.

K. Conditions.

Employees who enter the DROP program will maintain the same benefits afforded to all members of the bargaining unit with the following exceptions:

1. The employees will maintain the health insurance (active employee plan) with the same terms and conditions including employee cost share, co-pays and deductibles in place at the time the employee enters the DROP program.
2. Payment for the health insurance will be paid by using the same method as all other active employees.
3. Employees will receive a maximum of twelve (12) vacation days per year. The vacation must be used and may not carry over. If the employee does not use the vacation, the time will be forfeited. Approval for vacation days is at the sole discretion of the Chief or designee. Vacation time shall be prorated upon entry for the first year, only.
4. Sick time shall be prorated upon entry for the first year, only. Sick time will be reduced to five (5) days per year. There will be no accumulation.
5. EMT Pay is eliminated.
6. Education bonus and tuition reimbursement is eliminated.
7. DROP participants rank will be frozen at the time they enter the DROP Program.

- L. I.R.S. 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 Taylor Police and Fire Retirement System consists of both defined benefit and defined contribution plans. The DROP Account herein discussed shall be established as part of the Defined Benefit Plan of the Retirement System or such other plans as the Retirement Board and the TPFPA shall agree upon (i.e., I.R.C. section 415(m) benefit plan) after consultation with appropriate legal counsel.

ARTICLE 14 - UNIFORM ALLOWANCE

J4. J Fire Fighting Gear: The City shall furnish all firefighting gear for the employees necessary for the performance of their duties upon request of the employees when needed. The City will provide uniforms and equipment as needed according to departmental policies.

14.2 Clothing Issue:

A. Original Issue:

1. Three (3) work uniforms
2. One (1) hat
3. One (1) hat badge
4. Two (2) breast badges
5. One (1) belt
6. One (1) pair regulation shoes
7. One (1) winter coat
8. Firefighting gear

All items are subject to be returned to the City if the employee does not satisfactorily complete his/her probation. In the event the employee fails to return any of the above, the cost of such items will be deducted from his/her final pay.

B. Upon successful completion of his/her probation, a new employee will receive the following additional items:

1. Dress uniform base
2. Two (2) pair dress pants

3. Three (3) white shirts
 4. Two (2) black ties
 5. One (1) wallet badge
 6. I.D. name plate
 7. New rubber gear (current issue)
- C. In the event an employee is promoted to a new rank, he/she shall receive the following items:
1. Two (2) breast badges showing rank
 2. Two (2) sets collar rank insignias
 3. One (1) hat badge with rank
 4. One (1) wallet badge with rank
 5. One (1) hat band
 6. Appropriate colored helmet
 7. Appropriate rank insignia

Above items are subject to be returned to the City if the employee does not satisfactorily complete his/her probation.

ARTICLE 15 - MAINTENANCE OF CONDITIONS

15.1 **Maintenance of Conditions:** Wages, hours, and conditions of employment in effect at the execution of this Agreement shall, except as modified herein, be maintained during the term of this Agreement. No employee shall suffer a reduction in benefits as a consequence of the execution of this Agreement, unless specifically altered or reduced by the written terms of this Agreement.

15.2 **Unilateral Changes Prohibited:** The City will make no unilateral changes in wages, hours and conditions of employment during the term of this Agreement except as in this Agreement modified.

15.3 Relation to Regulations. Etc.: This Agreement shall supersede any rules and regulations inconsistent herewith. Insofar as any provision of this Agreement shall conflict with any ordinance or resolution of the City, appropriate City amendatory or other action shall be taken to render such ordinance or resolution compatible with the Agreement, with the exception of act 78 of the Public Acts of 1935, as amended.

15.4 Duties:

- A. The fire fighters' duties shall consist of keeping fire department buildings and vehicles clean and perform light maintenance work and all other work directly connected with firefighting and emergency rescue. Heavy maintenance work which required special skills, including by way of illustration, but not limited to, carpentry work, plumbing, electrical work, wall washing and painting, shall not be required to be performed by fire fighters. Fire fighters shall not be required to work on the outside of buildings or on grounds other than washing windows, cutting grass and doing work directly connected with firefighting and emergency rescue.
- B. All ranks below the rank of Battalion Chief will be State Basic E.M.T. (Emergency Medical Technician) certified unless declared unfit for E.M.T. duty by the City's physician with the Union right of appeal.
- C. The City will continue to present program of City hydrant flow testing. To the extent that the City adopts a formal flow testing program for its hydrants and contemplates the use of Fire Department personnel to perform the duties incident thereto, the use of such personnel shall be contingent upon mutual Agreement by the City with Local 1252 and Local 1128, AFSCME.

ARTICLE 16 - STRIKE PROHIBITION

16.1 The Union will not engage in nor sanction strike action during the life of this Agreement, nor will the employer lock out employees during the life of this Agreement.

ARTICLE 17 - GRIEVANCE AND ARBITRATION

17.1 Grievance Procedure: Should any differences, disputes or complaints arise as to the meaning of the application of the provisions of this Agreement, such differences shall be resolved in the following manner:

- A. The President of the Union or his/her representative may initiate a grievance by submitting such grievance in writing to the Chief of the Fire Department or his/her representative within thirty (30) days of the Grievant or Association acquiring knowledge of the alleged grievance. The Chief of the Fire Department or his/her

designee will have ten (10) calendar days from the date of receipt of the grievance to reply to the same in writing.

- B. If the grievance is not satisfactorily resolved, the President of the Union or his/her representative will have ten (10) business days to submit the grievance of the Human Resources Director of his/her representative designee. The Human Resources Director of his/her representative shall have ten (10) business days in which to file an answer.
- C. If the grievance is not satisfactorily adjusted at the preceding step, the President of the Union or his/her designated representative may, within thirty (30) days, demand in writing a hearing under Act 78, or in the alternative, request arbitration and the other party shall be obligated to proceed as demanded. The demand for one procedure shall act as a firm and final waiver of the other. If arbitration is selected, an arbitrator shall be selected from a panel of arbitrators provided by the Michigan Employment Relations Commission (MERC). The attorneys for the parties will select the arbitrator by alternate striking of names until only one name remains and that arbitrator shall be appointed to hear the case. The parties shall alternate which party will strike first, with the Employer striking first in the first case to which this provision is applicable. The expenses of the arbitration, except the parties' own expenses, shall be borne equally by the parties. The arbitrator shall have the authority and jurisdiction to determine the propriety of the interpretation and/or application of the Collective Bargaining Agreement respecting the specific grievance in question, but he shall not have the power to alter or modify the terms of the Agreement. The decision of the arbitrator shall be final and binding upon the parties.
- E. Time limits set forth above may be extended by mutual Agreement.
- D. In the event the time limits herein are violated by the Union, the grievance shall be deemed withdrawn with prejudice to the Grievant. If the time limits are violated by the City or its respective agents on more than one step of the grievance procedure, the grievance shall be deemed awarded and the requested relief granted. Should the Union have to enforce this time limit provision due to the City violating time limits more than once on any one grievance, the costs of arbitration shall be borne by the City.
- F. No grievance settlement short of Act 78 hearing or Arbitrator's award shall be deemed to have precedential effect.
- G. For purposes of discipline or discharge, newly hired probationary employees shall have access to the grievance procedure through and including only Step 2.

17.2 Other Remedies: Subject to the restrictions contained in 1(c) above, the grievance procedures provided in this Agreement shall be supplementary or cumulative to, rather than exclusive of, any procedures or remedies afforded to any employee by law.

ARTICLE 18 - HOURS OF EMPLOYMENT

18.1 Work Schedule: The work schedule of the Fire Department shall be:

- A. For the firefighting division, as prescribed by Act 125, Public Acts of 1925, as amended by Act 115, Public Acts of 1965, as amended.
- B. The Deputy Chief will be on a forty (40) hour per week schedule.
- C. The Platoon System shall be a three (3) platoon system.
- D. Normal starting time for 50.4-hour employees will be 7:00 a.m.
- E. Forty-hour employees will work four (4) ten (10) hour days per week.

18.2 Trading of Days: Subject to department manpower requirements, employees shall be permitted to voluntarily trade work or leave days with other employees who are within one (1) rank above or below, with prior approval by the Chief or his/her designee, as long as they employee assuming the assignment meets all minimum qualifications for the assignment being accepted. Trades outside of this limitation may be approved at the Chief's discretion.

The one (1) rank limitation shall not apply to leave day trades between employees on the same shift.

The parties agree to use of Trade Slips generated from any station. The City retains the right to log all trades.

ARTICLE 19 - GENERAL

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

19.2 Distribution of Agreement: A copy of this Agreement shall be distributed by the City to all employees of the Fire Department.

ARTICLE 20 - UNION SECURITY

20.1 It shall be a continuing condition of employment that all employees who are presently members of the Union shall maintain such membership and pay the Union's uniform dues, fees, and assessments. It shall be a continuing condition of employment that all employees who are not members of the Union and who do not become and remain members of the Union shall pay a bargaining service fee (hereinafter referred to as agency shop service fee) in an amount equivalent to such uniform dues, fees and assessments. Employees who fail to comply with the requirement within thirty (30) days shall be discharged by the employer.

20.2 Each employee in the bargaining unit shall execute an authorization for the deduction of Union dues, or equivalent agency shop service fee.

20.3 The City shall deduct from the pay of each employee from whom it receives an authorization to do so, the required amount for the payment of Union dues, fees and assessments or agency shop service fees. Such sums, accompanied by a list of employees from whose pay they have been deducted and from whom no dedications were made and the reason thereof, shall be forwarded to the Union office within thirty (30) days after such collections have been made.

ARTICLE 21 - FOOD ALLOWANCE

21.1 The food allowance shall increase annually to an amount equal to two-point five percent (2.5%) of the current Fire Medic II (60 month) base wage to be divided in two (2) equal installments to be paid the first second pay period of January and the second pay period of July.

21.2 40 Hour Employees: An employee must work a minimum of five hundred (500) hours between January 1st and June 30th to be eligible for food allowance in July and work a minimum of five hundred (500) hours between July 1st and December 31st to be eligible for food allowance in January. Hours worked shall include union business, vacation days, holidays, personal leave days, trade days, compensable injury days, and bereavement days. Employee shall receive a food allowance if actively employed within the first pay period in January.

21.4 50.4 Hour Employees: An employee must work a minimum of six hundred twenty-five (625) hours between January 1st and June 30th to be eligible for food allowance in July and work a minimum of six hundred twenty-five (625) hours between July 1st and December 31st to be eligible for food allowance in January. Hours worked shall include union business, vacation days, holidays, trade days, compensable injury days, and bereavement days. Employee shall receive a food allowance if actively employed within the first pay period in January.

ARTICLE 22-DEPARTMENT STRENGTH

It is agreed between the parties that the firefighting work force will be on duty at each station at all times. When, in the event of sickness, vacation leave or any reason whatsoever, the work force is reduced below the level deemed by the First Chief to be safe, he will then refer to the overtime schedule for the next man in line to work.

ARTICLE 23- SCHOOLING

- A. The City agrees to encourage fire protection training for its employees at approved training centers plus colleges and universities which are approved by the North central Accreditation Committee and subject to prior approval by the Chief and budget limitations.
- B. Employees having credit course approval must receive a grade equivalent to "C" or better for tuition reimbursement and for required textbooks. Employees attending training seminars or training programs with prior approval and presentation of a written document from the school indicating satisfactory completion of the work will receive reimbursement for tuition, fees and books subject to the other provisions of the Article.
- C. The parties agree that no employee will suffer a diminution in pay as a result of attendance for approved training or credit course. In no case will an employee while attending school receive more than his/her regular pay as a result of such training programs.
- D. The parties agree that the City will provide required textbooks at each station.
- E. In July of each year, a bonus shall be paid as an incentive to achieve higher education according to the following schedule:

Associate	\$200.00
Degree Bachelor	\$400.00
Degree Master	\$800.00
Degree	

Additionally, in July of each year, employees holding a Paramedic license shall receive an incentive bonus according to the following schedule:

- F. Paramedic: 5% of the 60-month fire medic TI annual base rate in effect on July 1st of the year in which the incentive bonus is paid.

If employee is separated before bonus is paid in that year, the employee will receive the bonus pay, but will be prorated in their final cash out.

Employee must have worked five days of the month to each receive monthly credit. Days worked as defined in Section 9(2)(B) and 9(1)(A)(4).

The City shall pay for the cost of license fees relative to emergency medical service certification, including, but not limited to E.M.T/paramedic certification, C.P.R., and Automatic Defibrillator.

All employees shall use the Fire Department address for all EMT/paramedic licenses.

- G. The City shall establish a Department Educational Committee to determine each applicant's eligibility for the incentive bonus program. The Committee will review and examine all transcripts, records, and courses pertaining to the candidate's degree. Said review and examination will be for the purpose of ascertaining the relationship of courses taken for the degree attained and its value to the fire protection services for the City of Taylor Fire Department. The committee will have and use reference the North Central Association of College and Schools, Commission on Institution of Higher Education Information Handbook.
- H. All employees who attend Department required E.M.T. and paramedic renewal schooling outside their regular hours of work shall receive pay at time and one half.
- I. Training and education opportunities will be provided as budgeted and posted in a timely fashion.

ARTICLE 24 - SAFETY COMMITTEE

The Fire Department Union President or his/her designee and the Fire Department Chief or his/her designee will attend the City Of Taylor's monthly Safety Committee meetings, and will have the power invested in the membership of that committee as defined in the Safety Committees' by-laws. Employees attending these meetings will suffer no diminution in pay.

ARTICLE 25 - STAFFING

The parties agree that the Fire Department will maintain the current suppression staffing level of twenty-one (21) members. The daily shift staffing will be determined by the administration, with the approval of the Mayor. The City agrees to three (3) Captains and three (3) Lieutenants for each operating station, plus one (1) Battalion Chief(s) at Station #1.

The parties agree to staff each piece of in-service apparatus/emergency response vehicle (excluding shift commander vehicle) with at least two (2) bargaining unit members when responding to an emergency priority call for service.

The Chief or his designee reserve the right to assign responsibilities and oversight related to training, maintenance, and fire safety inspections to any and all fire personnel.

The Fire Marshal and Fire Inspector positions shall cease to exist, and the work performed will no longer be exclusive to the Unit.

So long as the bargaining unit is performing ALS Transporting Services, the City agrees to genuinely attempt to schedule staffing to maintain compliment of three (3) engines, three (3) ambulances, and one (1) shift commander's vehicle at all times.

The fire/medical dispatch operations and functions will be performed by the bargaining unit. Fire dispatch shall be operated out of one of the three existing fire stations with one bargaining unit member assigned to fire/medical dispatch operations at all times. The Chief shall have sole discretion on the assignment and duties of the staff assigned to the fire/medical dispatch operations. The Chief may assign bargaining unit members who are on light duty to the fire/medical dispatch operations, provided the bargaining unit member is qualified to perform fire/medical dispatch operations.

ARTICLE 26- LATERAL TRANSFERS

- 26.1 Any paramedic who currently works full-time in another community, who is in good standing with that community, has all the required fire/paramedic certifications, and is otherwise competent to serve as a fire medic shall be offered the following incentives to join the Taylor Fire Department:
- A A lateral transfer candidate shall transfer directly into the established wage scale as set forth in Appendix A and based on the number of prior years of experience, as defined in section B, below. For example, if a lateral transfer has two (2) years of prior fire fighter, he or she would be offered a starting salary at Year 2 on the CBA's wage schedule.
 - B. A "year of service," in terms of qualifying for the benefit as described in section A, above, shall be defined as twelve (12) months of full-time service as described in Section 26.1.
 - C. Any lateral transfer candidate, prior to being hired shall be obligated to successfully complete all currently required pre-employment testing and evaluations, oral board interview, background check, psychological exam, as well as a physical examination/drug screen.

- D. Any lateral transfer who is ultimately hired by the City shall be considered a new hire in terms of either Department or City-wide seniority. Any years of service that a lateral transfer obtained in another community shall not count towards City seniority and will *only* count toward pay once a lateral transfer becomes a fire fighter with the City.
- E. The City will match fire department medic's pay with previous full time fire department employment for up to sixty (60) months.
- F. Any lateral transfer will not receive fire department medic 2 rank until they have reached five (5) years of seniority with the Taylor Fire Department.
- G. Any lateral transfer's prior years of service in another community shall not count towards eligibility for longevity pay, nor have any impact on offered pension or other retirement benefits. Additionally, lateral transfers shall not be entitled to purchase any prior years of service with another fire department.
- H. Any lateral transfer's years of service in another community shall not negate the required service time for promotional testing and other related opportunities.

ARTICLE 27 - BANK TIME

27.1 The maximum cash out is \$4,000 per year for all banked leave time.

27.2 During the employee's career (excluding employees hired on or after August 1,2012), the employee twice may (in addition to final cash out) cash out all banks, per caps, as provided for in the CBA. This provision applies prospectively from the date of ratification of the CBA.

ARTICLE 28 - DURATION

28.1 This Agreement shall be in effect the first day of July 1, 2021, and shall remain in force and effect to and including June 30, 2025.

28.2 Future Negotiations: The parties agree that commencing no later than April 1, 2025, they will undertake negotiations for a new Agreement for a succeeding period.

28.3 Extensions: In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement in effect on June 30, 2021, shall remain in full force and effect pending Agreement upon a new contract. No new and/or additional wages, benefits, hours or conditions of employment shall be applicable to members of the bargaining unit on or after July 1, 2025, in the absence of a mutual Agreement between the City and the Union or an Act 312 award.

ARTICLE 29 - EMPLOYEE BILL OF RIGHTS

The City of Taylor does further agree to indemnify and save harmless all employees of the City of Taylor Fire Department from and against all claims or suits, based on negligence, damages, costs, *losses* and expenses arising out of the defense of each and every action taken by employees in the course of or in the performance of their duties.

Said indemnification shall include, but not be limited to, attorney's fees, investigation costs, settlements, and/or judgment of any kind, excluding intentional torts and/or actions taken outside the scope of employment.

Said indemnification shall either take the form of insurance coverage, including defense and payment of judgment or settlement, or by the providing of legal counsel, and payment of judgment or settlement. Said legal counsel, if retained by the City of Taylor and not retained by the insurance carrier, shall be acceptable to the collective bargaining representative.

ARTICLE 30 - DRUG POLICY

30.1 Purpose:

- A. To establish and maintain a safe, healthy working environment for all employees.
- B. To ensure the reputation of the Taylor Fire Department and its firefighters as good, responsible citizens worthy of public trust.
- C. To reduce the incidents of accidental injury to persons or property.
- D. To provide assistance towards rehabilitation for any employee who seeks the Fire Department's help in overcoming any addiction to, dependence upon, or problems with drugs.

30.2 Benefits, Inconvenience, Cooperation: Those employees with drug abuse problems make up only a small fraction of the work force, and the Fire Department regrets any inconvenience that may be caused to the many non-abusers by the problems of the few. It is believe, however, that the benefits to be derived from the reduction in numbers of accidents, the greater safety of all employees, and the rehabilitation or suspension or termination of those who, because of drugs, are a burden upon all other employees, will more than more up for any inconvenience or loss the rest of us must be subject to. The Fire Department earnestly solicits the understanding and cooperation of all employee organizations in implementing the policies set forth herein.

30.3 Definitions:

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

- B. Prescribed Drug-means any substance prescribed for an individual consuming it by a licensed medical practitioner.
- C. Illegal Drug- means any drug or controlled substance, the sale or consumption of which is illegal.
- D. Supervisor/Command Officer- means the Officer, Acting Officer or individual who is the member's immediate superior in the chain of command.
- E. Shift Commander- means the Battalion Chief who is on duty at Station 1
- F. Impairment to injure by weakening, diminishing or decreasing strength and value, physical or mental.
- G. Use-to avail oneself of, put to one's own purpose, to consume or expend by using.
- H. Employee Assistance Program- means Employee Assistance Program provided by the Department of Human Resources, City Of Taylor.

30.4 Employee Assistance Program:

- A. Any employee who feels that he/she has developed an addiction to, dependence upon or problem with drugs, legal or illegal, is encouraged to seek assistance. Entrance into the Employee Assistance Program can occur by self-referral, recommendation, or referral by a supervisor.
No employee will be disciplined on account of any request for assistance under this Section, or will any employee be disciplined, as a result of any information disclosed by the employee during his/her efforts to enter or participate in the Employee Assistance Program.
- B. Request for assistance through "recommendation" or "supervisor referral" will be treated as confidential. "Self-referral" confidentiality will be maintained between the individual seeking help and the Employee Assistance Program personnel.
- C. Rehabilitation itself is the responsibility of the employee. For employees enrolled in a formal treatment program, the Fire Department will grant rehabilitation leave at full pay up to accumulated sick leave. Employees who have exhausted their accumulated sick leave will be allowed to use vacation time, personal leave days, etc. The cost of rehabilitation will be borne by the employer to the extent covered by the current contractual insurance program. Any excess costs remain the responsibility of the individual employee. The rehabilitation program used will be agreed to by the City and Union.

- D. To be eligible for continuation in employment on a rehabilitation pay basis, the employee must have been employed at least one year, must maintain at least weekly contact with the Fire Chiefs or Human Resources Director's office; and must provide verification that he or she is continuously enrolled in a treatment program and actively participating in that program.

Upon successful completion or treatment, the employee will be returned to active status without reduction of pay or seniority.

30.5 Prescription Drugs:

- A. Employees who are obligated to take prescription drug(s) under "the direction of a licensed medical practitioner" shall advise their superior upon reporting to duty that they are under the influence of, or are required to take, prescription drugs or internal medicine that may affect their work performance. When an employee is required to take prescription drugs or other medicine, a physician's statement may be required indicating whether or not they employee can perform his/her regularly assigned duties.
- B. No prescription drug shall be brought upon Fire Department premises by any person other than the person for whom the drug is prescribed, by a licensed medical practitioner, and shall be used only in the manner, combination, and quantity prescribed.
- C. No employee who complies with (A) and (B) above, with respect to a particular prescription, drug or other medicine, can be disciplined or required to attend employee assistance on account of that particular prescription drug - or other medicine.

30.6 Procedure for Testing:

- A. Demand for Testing: The City may require departmental personnel to submit to a test for illegal drugs or prescription drugs, under the following circumstances:
 - 1. The employee is, based on "reasonable suspicion", requested/ordered to submit to testing by a command office.
- B. Standards for Determining Reasonable Suspicion:
 - 1. The test must be requested by a command officer. A "command officer" shall be deemed to be an officer of the rank of lieutenant or higher, or a supervisor acting in the capacity of command officer in the absence of a command officer.

2. "Reasonable Suspicion" is defined to mean objective, articulable and specific facts which would support a reasonable individualized suspicion that the employee to be tested is using or has used substances which impair his or her ability to safely and effectively perform his or her duty.

3. Where the "reasonable suspicion" is based on personal observation by a command officer, the objective facts must be articulable and may include the person's appearance and behavior.

If the command officer, based upon the criteria set forth above, determines that a test should be requested, he/she shall comply with the following procedure. First, the firefighter shall be relieved from duty. If the firefighter is at the scene of an emergency, he/she may be directed to return to a station and complete this testing procedure. Once the firefighter is relieved from duty, a command officer shall prepare a signed, dated, timed and contemporaneous report reducing the objective facts and reasonable inferences drawn from those facts to writing, and shall immediately furnish a copy to the employee. The employee shall, at that same time, be given the opportunity to explain his/her behavior/action/appearance. Upon request, the employee shall have the right to union representation. Failure of the command officer to prepare the report in accordance with the procedure outlined in this Section shall render any subsequent test and discipline based upon that test void.

D. Review of Report: If, following the employee's explanation, the command officer determines that a test is still required, he/she shall submit a copy of his/her report to the shift commander. The shift commander shall evaluate the report and explanation of the reason for testing and shall hear the employee's explanation for his/her behavior (if any). The shift commander shall then determine if there is reasonable suspicion for the test. Any test given without the evaluation of the shift commander, and any discipline based upon that test, shall be void.

E. Demand for Testing: If the shift commander, with the concurrence of the Director of Human Resources, has determined that a test shall be ordered, the order will be given by a command office. At the time that the order is given, the employee shall be advised that refusal to submit to the test shall be cause for discipline, up to and including discharge. Should an employee's tour of duty expire, or he/she otherwise be in an off-duty status during the order for testing process, the employee will be compensated precisely as if that employee were on active-duty status until the process of obtaining a specimen is completed.

- F. Identification of Employee: The employee's identity shall be checked and verified by the requesting supervisor/command officer at the time of the testing request/order.
- G. Drug Testing Procedure: The procedure followed in giving the drug test, including but not limited to the collection of the sample, chain of custody, storage of the sample, the type of initial and confirmatory tests used, and the amount of dmg or drug metabolite to be regarded as a positive drug test, will all be in conformance with Federal Regulations (Federal Register, Volume 53, No. 69 pg. I 1979-11989).

30.7 Employee Assistance and Discipline:

- A. An employee who test positive for illegal, controlled or prescription substances, or alcohol, shall be required to paliicipate in the Employee Assistance Program. Employees who successfully complete the program to the satisfaction of the program's director or supervising physician shall not be disciplined for their drug use.
- B. Employees who fail to complete the Employee Assistance Progran:1, as specified in (A) above, may be disciplined for their employment-related drug use.
- C. Employees whose drug use or prescription drug abuse is discovered by the City in some manner other than by the drug test outlined in the policy/Article, shall be treated as if he/she had tested positive under this policy/Article.
- D. Notwithstanding any other provision of this policy/Article, where an employee engages in conduct which, given proof of his/her on-duty, intoxicated state creates an unreasonable risk of harm to any person, that employee may be disciplined appropriately in addition to being referred to the Employee Assistance Program. It is agreed that discipline under this Section shall include discharge of the employee only in the most severe case.
- E. Notwithstanding any other provision of this Agreement, where an intoxicated employee violated the Rules and Regulations of the Department or any provision of the Collective Bargaining Agreement, that employee may be disciplined appropriately in addition to being referred to the Employee Assistant Program. "Appropriate discipline" is defined as discipline of precisely the same severity that the employee would have received for his/her conduct while no intoxicated.
- F. An employee shall have the right to avail himself/herself of the Employee Assistance Program no more than once in any three-year period, or three times during the employee's carrier in the Fire Department. An employee who tests positive, after his/her right to utilize the Employee Assistance Program has expired under this subsection, may be disciplined under the Collective Bargaining

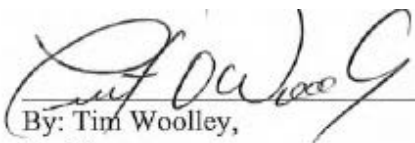
Agreement. The City, in its sole discretion, may permit an employee to avail him/herself of the Employee Assistance Program more frequently than provided in this subsection.

30.8 Grievance Procedure: Any disputed arising under this policy are subject to the parties' grievance and arbitration procedures.


ARTICLE 31 - RECREATION CENTER MEMBERSHIP SPORTSPLEX ICE SKATING PRIVILEGES

- A. Membership in the City's Recreation Center shall be granted and renewed annually to all active and future employed members of the Fire Department and their immediate household family members. Participation in limited attendance activities may be restricted to non-peak hours at the City's sole discretion. Said membership shall terminate upon the ending of the members' employment with the City.
- B. Fire fighters with proper identification may have open skating privileges at the City's Sportsplex, limited to space availability as determined by the City.

The foregoing Agreement has been duly ratified by the membership of the Taylor Professional Fire Fighters Union, Local 1252, IAFF, AFL-CO on 10 / 15 / 2021 , and approved by the Taylor City Council on **November 3 2021**.


By: Tim Woolley,
Its: Mayor


By: Sheila Gorski-Schulte
Its: Human Resources Director


By: William Currie
Its: President


By: Joe Nelson
Its: Vice-President

CCR# 11.500-21

ORIGINAL

APPENDIX A-WAGE SCHEDULE

<u>Local 1252 Wage Scale (2021-2025)</u>		<hr/>				
		<u>Ratification</u>	<u>6/1/2022</u>	<u>6/1/2023</u>	<u>6/1/2024</u>	<u>6/1/2025</u>
			3%	3%	2%	2%
Battalion Chief		\$32.00	\$32.96	\$33.95	\$34.63	\$35.32
Captain		\$30.00	\$30.90	\$31.83	\$32.46	\$33.11
Lieutenant		\$28.00	\$28.84	\$29.71	\$30.30	\$30.91
Fire Medic IJ	60 months	\$25.29	\$26.05	\$26.83	\$27.37	\$27.91
Fire Medic	48 months	\$23.50	\$24.21	\$24.93	\$25.43	\$25.94
Fire Medic	36 months	\$22.00	\$22.66	\$23.34	\$23.81	\$24.28
Fire Medic	24 months	\$20.89	\$21.52	\$22.16	\$22.61	\$23.06
Fire Medic	12 months	\$19.85	\$20.45	\$21.06	\$21.48	\$21.91
Fire Medic	Start	\$18.86	\$19.43	\$20.01	\$20.41	\$20.82
Firefighter	36 months	\$19.80	\$20.39	\$21.01	\$21.43	\$21.85
Firefighter	24 months	\$18.50	\$19.06	\$19.63	\$20.02	\$20.42
Firefighter	12 months	\$17.29	\$17.81	\$18.34	\$18.71	\$19.08
Firefighter	Start	\$16.16	\$16.64	\$17.14	\$17.49	\$17.84