

AGREEMENT
BETWEEN
CITY OF ROCHESTER HILLS
AND
**CITY OF ROCHESTER HILLS FIRE FIGHTERS/
MICHIGAN ASSOCIATION OF FIRE FIGHTERS LOCAL 50**



JANUARY 1, 2023 - DECEMBER 31, 2023

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AGREEMENT

THIS AGREEMENT effective, January 1, 2023, between **THE CITY OF ROCHESTER HILLS**, hereinafter referred to as “City” and the **MICHIGAN ASSOCIATION OF FIRE FIGHTERS/ROCHESTER HILLS PART-TIME FIRE FIGHTERS**, hereinafter referred to as the “Union.”

Statements in the Collective Bargaining Agreement which utilize pronouns that indicate either the male or female gender are not meant to apply to one sex rather than the other, but are meant to apply to both sexes equally.

The Employer and the Union agree there shall be no discrimination against any employee by reason of race, creed, color, age, sex, marital status, national origin, height, weight, handicap or any other characteristic covered by state or federal law.

The headings used and exhibits in this Agreement shall neither add to nor subtract from the meaning, but are for references only.

Any reference in this Agreement to the term “Department” means the Fire Department of the City of Rochester Hills.

PURPOSE AND INTENT

The general purposes of this Agreement are to set forth the terms and conditions of employment, and to promote orderly relations for the mutual interest of the Employer, employees and the Union. The parties recognize that the interest of the community depends upon the Employers’ and employees’ success in establishing a proper service to the community. To these ends the Employer, the employees and the Union encourage to the fullest degree friendly and cooperative relationships between the respective representatives at all levels and among all employees.

Furthermore, this Agreement recognizes a continued commitment by the City of Rochester Hills to utilizing a combination of career, part-time and reserve personnel in an efficient and effective manner; to preserving the resources of the community through fire prevention and suppression; to reducing adverse effects of injury or sudden illness through quality emergency medical service as first responders; to providing the necessary services during natural or man-made disasters; and to responding to the community as requested in the best spirit of the fire service.

Nothing in this Agreement shall be deemed to constitute a waiver of or limitation upon the parties’ obligation to bargain under the Public Employment Relations Act (PERA), MCL 423.201, *et seq.*

ARTICLE 1 - MANAGEMENT RIGHTS

The City, on its behalf and on behalf of its electors, hereby retains and reserves unto itself without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the City Charter, laws and the Constitutions of the State of Michigan and of the United States. Further, the rights to perform any lawful function whatsoever except such as are specifically stated

in this Agreement are reserved to and vested in the City, including but without limiting the generality of the foregoing and following rights:

1. To manage its affairs efficiently and economically, carry out cost and general improvement programs, determine quantity and quality of services to be rendered, control materials, tools and equipment to be used, introduce new equipment, machinery or processes, change or eliminate existing equipment, institute technological changes, and decide on materials, supplies, equipment and tools to be purchased; provided the City shall not endanger the health, safety or welfare of the members of the bargaining unit in the performance of their duties.
2. To construct new facilities, improve existing facilities and determine the number, location and type of facilities and installation.
3. To hire employees.
4. To determine the size and assignments of the work force and increase or decrease its size.
5. To permit employees not included in the bargaining unit to perform bargaining unit work in an emergency or operational difficulty.
6. To direct the work force, assign work and determine the number of employees assigned to any particular job, assignment or operation.
7. To establish, change, combine or discontinue the job classifications and wage rates within the bargaining unit.
8. To determine work schedules, lunch periods, rest periods and clean-up times.
9. To discipline, discharge, or demote employees for just cause.
10. To establish, revise and enforce operating policies, procedures and rules.
11. To transfer or promote employees from one classification or shift to another; or from fire prevention to fire suppression or vice-versa.
12. To select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work.

ARTICLE 2 - RECOGNITION

Under the provisions of Act 379 of the Public Act of 1965 of the State of Michigan, as amended, the City recognizes the Union as the exclusive collective bargaining representative for the

employees in the defined bargaining unit, as described in Article 1 for purposes of bargaining with respect to wages, hours of employment, and other terms and conditions of employment.

The bargaining unit shall consist of all Part-Time Fire Fighters and Reserve Fire Fighters of Rochester Hills with rank of Assistant Chief and below and Part-Time Fire Fighters, excluding full-time Fire Fighters, full-time officers, Fire Chief, elected officials, executive, clerical and all other City employees.

ARTICLE 3 - AID TO OTHER UNIONS/ORGANIZATIONS

1. **Other Agreements:** The Employer shall not enter into any agreement with employees covered hereby either individually, or collectively or with any other organization which in any way conflicts with the provisions hereof unless another exclusive bargaining agent is recognized by the Michigan Employment Relations Commission.
2. **Other Organizations:** Employees, as defined in Article 2, may belong to other organizations, but not as conditions of employment with the City Fire Department, nor may other organizations represent any Employees with respect to wages, hours, or conditions of employment with the City Fire Department, in derogation of the exclusive bargaining agency of the Union.

ARTICLE 4 - UNION MEMBERSHIP

4.1: The Employer and the Union agree they will not discriminate against any employee because the Employee voluntarily chooses to be a member of the Union or to otherwise pay fees to the Union for bargaining and defending the Collective Bargaining Agreement; nor will the Employer or the Union discriminate against any Employee who chooses not to be a member of, or to pay dues/fees to the Union.

4.2: Upon being hired, a new member of the bargaining unit will be offered the choice to join, or not join, the Union. If an employee voluntarily submits a dues/fees deduction form, the Employer agrees to deduct Union dues/fees in accordance with Article 5, following the employee's completion and submission of the dues authorization form. If an employee chooses to opt-out of the Union, he/she shall submit to the Union a signed opt-out form with the original to MAFF and a copy to the Employer.

4.3: All dues authorization forms shall comply with respective State and Federal laws and shall be filed with the Employer, who may return an incomplete or incorrectly completed form to the employee for correction prior to any deductions until such deficiency is corrected.

4.4: If the employee chooses to withdraw his/her dues authorization, the employee shall notify the Employer and the Michigan Association of Fire Fighters in writing on the form provided by the Union. No deduction shall be made commencing with the first full pay-period after the authorization was withdrawn.

4.5: Should an employee opt-out of Union membership, his/her return to Union membership shall be at the sole discretion of the Michigan Association of Fire Fighters.

4.6: The Employer shall not be liable to the Union by reason of requirements of the Article for remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees. The Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Article.

ARTICLE 5 - UNION DUES

- A. During the life of this Agreement, the Employer agrees to deduct Union membership dues, fees and assessments from the pay of each employee who executes and files with the City Accountant a written authorization for such deductions. Such authorization form shall be prepared and furnished to the employees by the Union and shall, at a minimum, recite that the City is authorized to deduct Union dues, fees and assessments in effect from time to time from the pay of the particular employee and forward such sum to the Union in accordance with the terms of this Agreement. The Union is to notify the City as to the amount of Union dues, fees and assessments, and of any changes, said notification to be made at least thirty (30) days before said dues fees and assessments are to be deducted.
- B. A properly executed copy of the authorization of dues, fees and assessments shall be delivered to the City Accountant by the employee before any payroll deductions are made. Deductions shall be made thereafter effective at the time the application is delivered to the City Accountant.
- C. Deductions for any calendar month shall be remitted to the treasurer of the Michigan Association of Fire Fighters not later than the tenth day of the following month with a list for whom membership dues, fees and assessments have been deducted.
- D. The Union shall indemnify and hold harmless the City and its officers, elected officials, and employees from any and all claims, demands, suits, grievances, or other forms of liability or costs, including but not limited to attorneys fees, arising out of or related to the administration of this Article, provided the City has complied or attempted to comply with this Article.
- E. Employees shall be responsible for payment of any delinquent dues or service fees to the Union. If an employee does not earn enough to pay for the City to deduct their dues or service fees, it shall be their responsibility to inform the Union and forward their dues or service fees to the Union directly.

- F. Provided that the authorization form is delivered to the City Accountant prior to the first of the month in which the first deductions is to be made, Part-Time employees' dues shall be deducted from the second pay of each month.

ARTICLE 6 - UNION REPRESENTATION

The Union may elect an Executive Board and Stewards for the purposes of representation and filing of grievances. The recognized Executive Board shall consist of three (3) members and there shall be three (3) recognized Stewards. Executive Board members and Stewards shall be selected by the membership. The Union shall inform the City in writing of the names of the Executive Board members as well as the names of the Stewards each calendar year. However, exceptions shall be made in cases where a Steward or Executive Board member is no longer employed by the City, or is removed from office by the Union. The City shall be promptly notified.

Authorized representatives of the Union (Michigan Association of Fire Fighters) shall, with prior notice to the Fire Chief be permitted to visit the premises of the City and confer with members of the bargaining unit concerning matters covered by this Agreement, providing such discussion does not interfere with the proper performance of the members' duties or with the operation of the Fire Department.

The bargaining committee of the Union will include not more than three (3) employees of the City and not more than two (2) Michigan Association of Fire Fighters representatives. Attendance at such meetings shall be unpaid unless prior authorization is obtained from the Fire Chief.

There will be no discrimination against any employee because of his/her Union affiliation or his/her duties as a member of the bargaining team or Union Steward.

ARTICLE 7 - SPECIAL CONFERENCES

Special conferences will be held whenever mutually agreed between the Union steward and the Employer or its designated representatives to discuss specific topics of common concern. The topics to be discussed at a special conference will be disclosed at the time the conference is requested, and the conferences will be limited to those topics. Union representatives will receive normal rates of pay if a conference is held during their scheduled work hours, provided that attendance must not interfere with the performance of their duties.

ARTICLE 8 - DISCIPLINE AND DISCHARGE

Discipline shall be for just cause and any employee being disciplined shall have a right, upon request, to have a Union representative present at a disciplinary conference.

The parties subscribe to the concept of progressive discipline whenever possible:

- A. Written Warnings
- B. Written Reprimands
- C. Short Suspension without Pay (Not to Exceed Four (4) Shifts)
- D. Long Suspension without Pay or Discharge

The purpose of progressive discipline is to provide an employee a reasonable opportunity to correct his/her employment behavior short of discharge. Failure of the Employer to follow precisely the steps set forth above shall not, per se, be grounds for reinstating a discharged or disciplined employee, but shall be considered on a case-by-case basis in determining whether just cause exists.

Employees have the right to have Union representation at any level of disciplinary action taken against them and at a documented conference with the employee. The employee must sign to acknowledge receipt of a copy of any disciplinary action and documented conference. This is not to be construed as an admission of guilt, but only as an acknowledgment that such action exists.

An employee shall, upon request, have access to his personnel file retained by the Employer as defined by state law. It is considered his/her official file in grievance hearings.

The Employer shall consider no prior infraction occurring more than two (2) years previous in imposing discipline on a current charge.

Upon completing an investigation and issuing discipline to a member of this unit, the Employer shall comply with any request from the Union for information relating to the investigation as required by the Michigan Public Employment Relations Act.

Discipline can only be administered by the Fire Chief or his/her designee. The City will issue any disciplinary action necessary within twenty (20) City business days, except when it would not be practical to do so, after the City knew or had reasonable notice of the facts giving rise to the discipline. The City or the Union may request an extension of the deadline and such requests shall not be reasonably refused.

Counseling Memos may be issued in order to counsel employees concerning issues involving City or Departmental rules or policies. Counseling memos are not considered discipline, and may not be used as a step in progressive discipline. Counseling memos may be used as evidence that an employee was counseled. Counseling memos may also be used to point out actions of the employee that are considered exemplary. Counseling memos may not be submitted to the grievance process.

ARTICLE 9 - GRIEVANCE PROCEDURE

Definition of a Grievance: A grievance is a complaint submitted by any employee who is a member of the bargaining unit covered by this contract that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement. Grievances shall be presented and adjusted in accordance, with the following procedures, provided that nothing herein shall be construed as preventing an individual employee from attempting to adjust a grievance with the Employer, provided that the Union shall have the right to be present at any meeting at which said adjustment is discussed.

No grievance shall be accepted and processed which is not filed within twenty-one (21) calendar days after the employee knew or had reasonable notice of the facts giving rise to the grievance.

Failure to file a grievance within these time limits will operate to waive any claim of contract violation, and to bar the grievance from arbitration.

For the purpose of the grievance procedure, the time limits mentioned herein shall commence on the day after a grievance is presented or a response is given.

Step 1

If the Employee, the steward and the supervisor cannot arrive at a mutually satisfactory settlement, the employee may request the steward to file a grievance with the supervisor. The supervisor shall give an answer in writing within seven (7) calendar days of the receipt of the grievance by the City.

Step 2

If no settlement is reached in Step 1, the matter may be appealed in writing within seven (7) calendar days from the receipt of the Step 1 written answer from the supervisor. Upon receipt of the appeal, the Director of Human Resources or designee shall schedule a meeting between no more than two representatives of the Union and no more than two representatives of the Employer. The Employer shall inform the steward (within seven (7) calendar days) of the date of the Step 2 meeting. This meeting shall take place within twenty-one (21) calendar days from the date of the appeal to Step 2. A written response from the Employer must be submitted within seven (7) calendar days after the Step 2 meeting.

Step 3: Pre-Arbitration Meeting

- A. If the Union does not accept the answer of the Employer at Step 2, the Union shall, within fourteen (14) calendar days of receipt of the Step 2 response from the Employer, furnish the Director of Human Resources or designee with a written notice that the Union desires to proceed to arbitration. (If the grievance is not settled and if arbitration has not been demanded by the Union, such grievance shall be forever barred and extinguished.)
- B. The parties shall each designate an advocate(s) to represent them in the arbitration. The advocates shall meet in a pre-arbitration meeting within thirty (30) calendar days after receipt of the aforementioned notice by the Employer. The advocate (s) will attempt to resolve the dispute.

If no such agreement has been reached within that thirty (30) calendar day period the Union shall, within twenty-one (21) calendar days after the conclusion of the pre-arbitration meeting, initiate procedure for the selection of an arbitrator as provided for by the American Arbitration Association.

- C. Nothing in this step shall preclude either party from requesting mediation of the issue prior to arbitration as long as both parties agree to the mediation meeting in writing. The mediator shall be requested through the Michigan Employment

Relations Commission (MERC) and scheduled as soon as practicable for all parties. If the matter is unresolved it will then proceed to arbitration.

Step 4: Arbitration

- A. All proceedings relating to any arbitration shall be pursuant to the Voluntary Rules of Labor Arbitration published by the American Arbitration Association. The parties may, in any case, agree in writing to abide by the expedited rules published by said Association.
- B. Arbitrators shall have no authority to add to, subtract from, change or modify any of the terms of this Agreement. However, nothing contained herein shall be construed to limit the authority of the arbitrator, in his judgment, to fashion any remedy necessary to make the grievant whole. The arbitrator shall only make an award in favor of any grievance upon an express finding of a violation of this Agreement.
- C. The decision of the arbitrator shall be final and binding and may be enforced in any court of competent jurisdiction.
- D. All costs of any arbitration shall be borne equally by the two (2) parties. Each party shall be responsible for the expenses of its witnesses and its advocates.
- E. Any grievance for which a time limit is exceeded by the Employer shall be deemed granted. Any grievance for which a time limit is exceeded by the Union or the grievant shall be deemed denied in its entirety and settled on that basis. The parties may, however, mutually agree in writing to extend any time limits set forth in the grievance procedure.

ARTICLE 10 - SENIORITY AND PROBATION

Definition: All bargaining unit members employed by the City at the time of ratification of this Agreement shall remain on the seniority list for Paid-on-Call employees. The following shall apply if the City eliminates the Paid-on-Call classification and creates the Part-Time and Reserve classifications:

- 1. All bargaining unit members employed by the City at that time shall be placed on a seniority list for either the Part-Time or Reserve classification based on their original service date with the Rochester Hills Fire Department.
- 2. Employees who initially transition to the Part-Time classification and who wish to move to the Reserve classification shall be required to apply to the Fire Chief for permission to do so. The Fire Chief shall have discretion to allow or deny such a

request. However, the Fire Chief shall not be under any obligation to create a Reserve position for such an employee.

3. No employees hired after the ratification of the 2015 to 2018 Collective Bargaining Agreement shall be permitted to transfer into the Reserve classification.

Probationary Period: New employees shall acquire seniority upon successful completion of their probationary period, which shall date from the original date of service date with the Rochester Hills Fire Department. All new employees shall serve a probationary period of twelve (12) months during which time they shall work at the will of the City and may be terminated with or without cause. Probationary employees will be represented by the Union for collective bargaining purposes only, not for any discipline or discharge proceeding or in any other matter, except as required by law. Probation may be extended for employees who fail to meet certification requirements or who are not released from probationary status due to performance deficiencies, or due to leaves of absence. The City shall have no responsibility for the reemployment of a discharged probationary employee.

Maintenance of Lists: The City shall maintain up-to-date seniority lists for all employees. The City will notify the Union quarterly; in writing, of any changes in, or additions to, such seniority lists, and the Union will have fifteen (15) calendar days to challenge said change or addition.

Breaking Ties in Seniority: In the case of two (2) or more employees achieving seniority on the same day, the City shall determine seniority by the last digit of the affected employees' Social Security numbers. If, however, the last digits are the same, the higher number formed by last two (2) digits will be used to identify the higher seniority employee with the same date of hire. Effective for any employee hired after the ratification of the 2015-2018 Collective Bargaining Agreement, the numbers formed by the last four digits of the employee's Social Security number shall be used to determine seniority, with the lowest number being the most senior.

ARTICLE 11 - LOSS OF SENIORITY

Loss of Seniority: An employee shall lose seniority and his/her name shall be immediately removed from the seniority list in any of the following events:

- A. The employee quits;
- B. The employee is discharged for just cause and the discharge is not reversed;
- C. The employee obtains a Leave of Absence under false pretenses or fails to contact the Fire Department administrative office within three (3) working days after expiration of an approved Leave of Absence, unless a satisfactory reason for such failure is given;
- D. The employee retires;

- E. The employee is laid off for a period of two (2) years or the length of departmental seniority, whichever is less;
- F. The employee separates from employment upon settlement covering a total disability;
- G. The employee is absent without leave, for more than thirty (30) consecutive calendar days;
- H. The employee fails to return from layoff within the notice period described above;
- I. The employee fails to return from a leave of absence as set forth in Article 16, Leaves.

If information provided by the employee on his/her application for employment is later found to be false, then such discovery may result in immediate discharge from service and a loss of seniority.

Accrual of Seniority: An Employee on lay-off or an approved leave of absence exceeding ninety (90) days shall not continue to accrue seniority after reaching the ninety first (91st) day.

ARTICLE 12 - WORK SCHEDULES

The Union recognizes the City's right to create a Part-Time classification, a Reserve classification, and to eliminate the Paid-on-Call classification. The City shall also have the right to institute a part-time work schedule.

12.1: Part-Time Employees:

- A. Part-time employees of the Fire Department will be assigned to no more than twenty-four (24) shift hours per week based on seniority, except for an approved shift trade under Section 12.7 below. Employees who select a shift will be responsible to work the entire shift (start time to end time) or find coverage, however, coverage shall not cause overtime. Shift start and end time is: 07:00 to 19:00 and 19:00 to 07:00.
- B. Upon thirty (30) calendar days' notice to the Union and all of its bargaining members, the Fire Chief may institute an alternative work schedule which shall replace the shift schedule described in Section 12.1(A). Part-time employees of the Fire Department will be able to pick two (2) nighttime shifts/per week at Station 1 for no more than 24 scheduled hours. If all of these designated shifts at Station 1 are filled by members of the MAFF bargaining unit, the City shall continue to maintain part-time shifts and will bargain a successor collective bargaining agreement with MAFF. If five (5) or more of these designated shifts per week at Station 1 are not picked by members of the MAFF bargaining unit, effective

December 31, 2021, the City may cease to assign shifts to the MAFF bargaining unit members and instead assign that work to IAFF bargaining unit members. These designated shifts shall be based on the number of shifts Part-Time employees pick during the annual shift bid process.

If prior to December 31, 2021, the City determines that shifts at additional stations or additional shifts at Station 1 should be filled with part-time employees, the Union may reopen this article.

- C. Part-Time employees will be allowed two (2) unpaid shift absences from January 1st through June 30th, and two (2) unpaid shift absences from July 1st through December 31st. Provided, however, that no more than two unpaid shift absences shall be taken consecutively. Said unpaid shift absences shall be without penalty if two (2) or more hours' notice is provided by the employee to the on-duty Battalion Chief. Employees who fail to provide at least two (2) or more hours' notice of an absence or who have a third absence within the established periods will be deemed to have voluntarily resigned their employment. Exception may be made where:
1. The employee has a verifiable emergency (defined as a situation that cannot be planned for, which results in an urgent need for assistance/relief and that requires immediate action), which prevented the employee from reporting to duty and or caused the third absence, or
 2. There was a death or verifiable medical emergency within the immediate family (limited to spouse, child, mother, father) which prevented the employee from reporting to duty and caused the third absence.
- D. Part-Time Firefighters working a minimum of 24-hours per week are eligible for the following:
1. Part-Time Firefighters assigned 24-hours per week will accrue two (2) hours of Paid Time Off (PTO) for each pay period for which they received earnings from the City, beginning the payroll period that includes March 29, 2019.
 2. Beginning in June 2020, all unused PTO in excess of 40-hours will be paid off annually at the employee's hourly rate in effect at that time. The remaining 40-hours will remain available for use in addition to accruals during the following 12-month period.
 3. PTO may be used in one (1) hour increments up to 12-hours.
 4. PTO may be used for holiday or scheduled workday for personal business, medical reasons, any permissible uses

under Sections 16.4, 16.5 and 16.6, or family care, subject to proper notice, management approval and consistent with other City and Fire Department policies and procedures.

5. Any accrued PTO balance will be paid out at the employee's current compensation rate upon separation from City employment.
 6. PTO balances will be included on eligible employee paycheck reports.
- E. All reasonable efforts will be made to avoid a holdover, however it is recognized that a holdover may take place, if necessary, to maintain adequate staffing. The procedure for assigning overtime shall be in accordance with the written policy to be created by the Chief or his designee.
- F. Effective November 1, 2019, the employee's choice of Shift days and station(s) will be made based on seniority in November of each year for the upcoming consecutive calendar year. A shift bid selection shall be run by the Union Executive Board for employees to pick Shift days and station(s) by seniority, between November 1 and November 15. Seniority means from the highest to lowest on the Union seniority list. The Shift days and station(s) changes shall be posted no later than December 1 for the upcoming calendar year. Prior to November 1, 2019, shifts shall be selected according to the shift selection provisions of the 2015-2018 collective bargaining agreement.
1. Part-Time employees shall be permitted to voluntarily agree to switch shifts with another employee for the remainder of the cycle. Such an agreement to switch shifts must be documented in writing and must be voluntary on the part of both employees. Part-Time employees shall not exchange any form of compensation in connection with such an agreement. Such an agreement is subject to approval of the Fire Chief or his/her designee. A mutual agreement to change shifts for the remainder of the cycle must be done outside of the time period when a shift selection process is on-going. Such shift trades shall not cause overtime or more than 624 hours worked within a six (6) month period.
- G. The Fire Chief shall have the right to assign personnel to shifts/stations under valid circumstances (e.g. conflicts between personnel or the need for more experienced personnel on a shift or at a station) such changes shall occur no more frequently than once every ninety (90) days for each affected employee. The affected employee shall be provided a thirty (30) day notice prior to the change.

12.2: Maximum requirements: Employees in the bargaining unit shall not exceed 1,456 hours of work, including training time, per calendar year to comply with the Affordable Health Care Act.

Part-Time employees shall be scheduled for a minimum of 624 hours of shift work per calendar year in addition to their required training time, subject to Section 12.1(C).

12.3: Adjustments: Part-Time employees may adjust the start and finish times with pre-approval from the Fire Chief or his/her designee. Any trades of time must be coordinated by the employee to ensure coverage of the shift and shall not cause overtime or cause an employee to exceed the twenty-four (24) hours per week requirement.

12.4: Reserve Employees: Reserve Employees will be a non-suppression position employee. Reserve Employees will be responsible to assist with Special Events such as parades, community celebrations, etc. These shall be posted with the number of personnel needed to cover the particular event. Reserve Employees will be required to attend thirty-six (36) hours of Special Event coverage per year and attend the necessary scheduled training to maintain certification levels, i.e., First Aid, EMT, CPR, CPR Instructor.

12.5: Special Event Coverage: Events such as Parades, Community celebrations, etc, shall be posted as far in advance as possible with the number of personnel needed to cover the particular event. Employees in both the Reserve and Part-Time classifications shall be granted special event work based on seniority and number of previous hours worked in a Special Event. Preference shall be given to Reserve employees for Special Event coverage.

12.6: Training: The Employer and the Union agree that training is essential in maintaining a high state of professional readiness to serve the City of Rochester Hills. As such, training sessions will be scheduled between Monday and Saturday to accommodate as much as possible, those employees unable to attend dayshift training due to their full-time employment responsibilities. All suppression members shall be required to attend a minimum of eight (8) hours of training per month or a minimum of ninety-six (96) hours annually. While on-duty, members shall attend all department-offered training. Training which is attended during an employee's scheduled shift shall count toward the ninety-six (96) hour requirement; however, employees may be required to attend training during non-scheduled time. Outside training which is related to the work of the Fire Department may be counted toward the ninety-six (96) hour requirement with the approval of the Chief and the Training Officer.

All non-scheduled training must be approved in advance and in writing by the Fire Chief or his designee.

12.7: Schedule Adjustments:

- A. Part-time employees may voluntarily trade shifts with another part-time employee under the following conditions:
 - 1. No overtime pay shall be created as a result of this provision.
 - 2. The request for a trade of a shift shall be submitted in writing at least 24 hours in advance and shall be subject to the authorization of the Fire Chief or his designee.

3. Trades shall be limited to only two (2) fire fighters.
 4. The City shall not assume any responsibility for any time lost to any member.
- B. In addition to trading shifts, Part-time employees may adjust their schedule to work any open shift under the following conditions:
1. The request for a schedule adjustment shall be submitted in writing at least 24 hours in advance and shall be subject to the authorization of the Fire Chief or his designee.
 2. All schedule adjustments shall occur within a thirty (30) day period.
 3. Part-time employees will be paid for actual hours worked.
 4. No overtime pay shall be created as a result of this provision.
 5. All schedule adjustments shall be for a full shift (12 or 24 hours).
 6. No schedule adjustment shall cause any employee to work more than 48 scheduled hours in any given pay week. (Monday to Sunday).
 7. No schedule adjustment shall cause any part-time employee to work more than 624 hours within a six (6) month period.

12.8: Additional: Notwithstanding any of the above, the City shall have the right to modify schedules and work hours if necessary to ensure compliance with the Affordable Care Act or any other state or federal regulation in light of the fact that Union members are not provided Health Care coverage by the City.

ARTICLE 13 - LAYOFF AND RECALL

The word “layoff” means a reduction in force in the bargaining unit. When layoffs occur, the following procedures will be applicable:

- A. Probationary employees in the bargaining unit shall be laid off first.
- B. Employees shall then be laid off in accordance with their seniority, beginning with the least senior employee.
- C. When increases in employment occur, seniority employees in the bargaining unit, in a reduced (lay-off) status, shall be recalled first in order of their seniority, highest seniority first.

Layoff and Recall Notice: In the event of a layoff, employees shall be given seven (7) calendar days notice of layoff. An employee on layoff shall be given seven (7) calendar days notice of recall to work. Notice shall be by telephone call to the number provided to the Employer by the employee and shall be confirmed, in writing, and mailed first class to the address last provided to the Employer by the employee. The City shall have no responsibility for the failure to notify an employee of recall when such failure is due to the employee's telephone number or address being inaccurate.

ARTICLE 14 - RULES AND REGULATIONS

The City agrees to discuss the establishment and revisions of reasonable rules and regulations concerning Part-Time and Reserve personnel matters with the Union. Such rules and/or regulations and/or changes shall be submitted to the Union in writing fourteen (14) days prior to the implementation of same, except in the case of an Emergency. Webster's Dictionary shall define "Emergency." The City shall have the right to implement the proposed rule or regulation following the fourteen (14) day notice period.

ARTICLE 15 - VETERANS AND MILITARY LEAVES OF ABSENCE

An employee who enters the military service of the United States by draft or enlistment shall be granted a leave of absence for that purpose and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 and/or any other applicable laws then effective.

Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves. Applications for leaves of absence for such purpose must be made as soon as possible after the employee's receipt of his orders or schedules.

ARTICLE 16 - LEAVES

16.1: Jury Duty: The Employer shall pay employees in the Part-Time classification who are summoned for jury duty for up to two (2) shifts if their regularly scheduled shift falls during the course of their complying with a Court summons to jury duty requiring their appearance. Employees are required to return to work when they are excused from jury duty unless there is less than two (2) hours remaining in their scheduled shift at the time that they are excused. Employees shall notify their Supervisor and keep them apprised of their need for continuing time off for jury duty. Proof of jury service may be required.

16.2: Court Appearances: In the event a member of the bargaining unit is required to appear in court for City related business, that employee shall receive a minimum of two (2) hours pay based on their current hourly rate to include driving time to and from the Court of Jurisdiction. Additional time will be paid in fifteen (15) minute increments. This Section 16.2 shall not apply in any case where the City is a party unless the employee is required to attend by the City or valid subpoena.

16.3: Personal Leave: Employees under this Agreement may be granted unpaid personal leaves of absence, as specified herein, upon prior request, and subject to approval of the Fire Chief. Personal leaves shall not be granted for less than thirty calendar days, or more than twelve (12) months under any circumstances.

Requests for unpaid personal leaves shall be in writing, to the Fire Chief or his/her designee, stating the date the leave is to begin and the date the employee is to return to work. Written request shall be submitted at least ten (10) calendar days prior to the requested start date of the leave. An employee granted a personal leave shall be restored to active duty upon return from said leave, however, accrual of seniority shall not exceed the first ninety (90) days of the leave. An employee who returns from a personal leave must work ninety (90) days before becoming eligible for a subsequent personal leave. Seniority and employment shall end if the employee fails to return to work after the end of an approved personal leave.

16.4: Bereavement Leave: A seniority employee shall be allowed up to seven (7) consecutive calendar days, without pay for scheduled work time, to attend the funeral or funeral-related activities for the death in the close family. Close family is defined as follows: the employee's mother or father, wife or husband, son, daughter, a member of the employee's household, mother or father of present spouse and the employee's brother, sister, grandparent, grandchild, step-grandparents, step-parents, or step-children. Additional funeral leave above and beyond that set forth above may be granted at the discretion of the Fire Chief or his/her designee.

16.5: Birth/Adoption: A seniority employee shall be allowed up to fourteen (14) consecutive calendar days, without pay for scheduled work time, immediately following the birth or adoption of a child.

16.6: Vacation: Starting the first full calendar year after completion of probation, a seniority employee shall be allowed up to seven (7) consecutive calendar days of vacation, without pay for scheduled work time, on two (2) occasions per year. The employee must provide a minimum of fourteen (14) calendar days' notice to the Fire Chief, unless this notification requirement is waived by the Chief. Vacations are subject to approval by the Fire Chief considering the request of the employees and efficient operation of the Department. Vacation may not be used consecutively with any other kind of leave.

Any paid time off may be applied to vacation or any other time designated as unpaid.

ARTICLE 17 - ANTI-DISCRIMINATION/CONFORMITY TO LAW

17.1: The City and the Union agree that they will not discriminate against any employee covered by this Agreement because of a characteristic covered by state or federal law, including religion, race, color, national origin, age, sex, height, weight, marital status, or handicap.

17.2: If any provision of the Agreement or any application of the Agreement to any Employee or group of Employees shall be found contrary to law, then such provision or application shall be deemed invalid except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect. If any provision is found contrary to law, negotiations shall immediately take place to bring the provision into compliance with the applicable law.

ARTICLE 18 - SUBCONTRACTING

The City shall comply with all applicable laws concerning the issue of subcontracting, including the duty to bargain imposed by the Michigan Public Employment Relations Act.

ARTICLE 19 - APPLICATION FOR VACANT FULL-TIME FIREFIGHTER/PARAMEDIC POSITION

Bargaining unit employees shall be given consideration as an internal candidate for a vacant full-time Fire Fighter/Paramedic position or full-time Firefighter/EMT (if one is created) position and the following requirements are met:

- At time of application, must meet all requirements for the position of Firefighter/Paramedic or Firefighter/EMT;
- Successfully completed all components of hiring process and is listed on current eligibility list;
- No written reprimand issued within 18 months of application or hire date;
- No suspension without pay issued within 24 months of application or hire date.

Candidates meeting this criteria shall be hired before any external candidates are considered.

The City retains the sole discretion to fill, or not to fill, any vacant position.

ARTICLE 20 - HOLIDAY PAY

20.1: Employees of this bargaining unit, physically working for the Employer in any Fire Department related capacity, on any of the listed holidays, shall receive time and one half (1.5 x) their normal rate of pay for all hours worked between 12:01 a.m. and 11:59 p.m. on the holiday. Employees may trade into holidays with another MAFF bargaining unit member or vacant shift.

- | | | | |
|----|--------------------|-----|------------------------|
| 1. | New Year's Day | 7. | Labor Day |
| 2. | ML King's Birthday | 8. | Thanksgiving Day |
| 3. | President's Day | 9. | Day After Thanksgiving |
| 4. | Good Friday | 10. | Christmas Eve |
| 5. | Memorial Day | 11. | Christmas Day |
| 6. | Fourth of July | 12. | New Year's Eve |

ARTICLE 21 - UNIFORMS AND EQUIPMENT

- A. Upon being employed by the City, the following required uniforms and equipment will be provided by the City through a quarter-master system and initially issued to new probationary employees. The following items will be provided:
- Pants
 - Long Sleeve Shirts
 - Short Sleeve Shirts
 - Job Shirts
 - T-shirts
 - Belt
 - Tie
 - Jacket
 - Boots or Shoes
 - Winter Knit Cap and Summer Baseball Cap
 - Other necessary equipment to perform fire-fighting duties.
- B. The City shall provide additional clothing and equipment on a replacement basis. The clothing and/or equipment that needs to be replaced must be turned in with evidence that normal care was given to the clothing and/or equipment and that replacement is necessary. That determination will be at the sole discretion of the Fire Chief or his designee.
- C. The City shall pay for laundry and dry cleaning of uniforms for part-time employees.
- D. Employees who leave the employment of the City shall return all clothing, equipment and badges purchased by the City, except pants, shirts and uniform shoes/boots.
- E. All clothing will have proper identification and all equipment shall be properly maintained.

ARTICLE 22 - NEW OR CHANGED JOBS

When a new job is placed in existence which cannot be properly placed in the existing classification and rate structure, or a new classification is established, or an existing classification is changed or combined with another classification to the extent that materially different skills and responsibilities are required, the Union will be notified in writing of the position and its rate of pay. For ten (10) working days after this notice, the Union may request, in writing, a meeting with the City to negotiate the rate of pay. If no written request is filed within the ten (10) day period, the rate of pay will be deemed satisfactory with the Union.

ARTICLE 23 - BULLETIN BOARDS, MEETINGS, AND STATION TOURS

- A. The City shall provide the Union with bulletin board space at the central fire station for posting notices set forth in Paragraph B, below, provided such notices are initiated by the Union steward. The Union will submit one (1) copy of said notice to the Fire Chief prior to being posted on the bulletin board.
- B. Notices shall be restricted to the following types:
 - 1. Notices of Union social/recreational events.
 - 2. Notices of Union elections, appointments and results thereof.
 - 3. Notices of Union meetings.
 - 4. Notices of Union educational classes, conferences or conventions.
- C. The bulletin board shall not be used by the Union or its members for disseminating derogatory or local political matter of any kind whatsoever.
- D. During station tours, persons participating in the tours (other than Fire Department personnel) will not be allowed inside the bunkroom(s).
- E. The Union shall be allowed to schedule meetings on Employer property upon written request to the Fire Chief, Deputy Fire Chief or designee, subject to the written approval of the Fire Chief, which approval shall not be arbitrarily or unreasonably withheld. Attendance at such meetings shall be unpaid, except for on-duty personnel. Attendance by on-duty personnel shall not interfere with the performance of their duties.

ARTICLE 24 - ANNUAL PHYSICALS AND RETURN TO WORK

All suppression members of the bargaining unit may, at the discretion of the Fire Chief, be medically evaluated prior to being reassigned to emergency duties after an illness/injury needing medical attention and/or an operation requiring hospitalization. The medical evaluation will not only include a complete physical examination, but may also include a mental examination. If an employee fails to pass either the physical examination or the mental examination, the employee will not be reassigned.

24.1: Annual Physicals:

All suppression members of the bargaining unit shall attend a Department physical examination on an annual basis. (The deadline for completion of the examination date to be determined by the Fire Chief or designee, but shall not be less than sixty (60) calendar days from the ratification date of this Agreement.) The annual physical shall be job-related and consistent with business necessity. The scope and process of, and standards applied, shall be in accordance with Sections

7.5, 7.6 and 7.7 of Chapter 7 and with Chapter 9 (including Annex A material relating thereto) of NFPA 1582 Standard on Comprehensive Occupational Medical Program for Fire Departments. Except in the case of a dispute as provided below, the only information to be provided to the City from the annual physical exams is whether the employee passed or failed, and if failed, then the reason(s) and basis for concluding why the member failed. The City shall make reasonable accommodations as required by law, but shall not be required to provide for alternative, restricted or light duty assignments. If an employee fails to pass the Department physical, the employee shall receive an unpaid leave of absence for up to twelve (12) months and may return to work when cleared by the City's Occupational Medical Provider.

If the member disagrees with the findings of the annual physical, the member's physician shall be provided with all the information and test results upon which the Department doctor relied in finding the member unfit for duty pursuant to the above-referenced NFPA provisions. If the member's physician disagrees with the findings of the City's doctor, the matter, including all the information and tests results upon which the City's doctor and the employee's doctor relied, shall be submitted to a third doctor mutually selected by the Union and the City, or if mutual agreement on a third doctor cannot be reached, then submitted to arbitration under Step 4 of Article 9. The decision of the third doctor, or arbitrator, shall be final and binding on all parties.

The employee shall be made whole, in wages if the third doctor or arbitrator determines that the employee is fit for duty. The make whole remedy shall be offset by any benefits the employee received, and for any time period in which the arbitrator or third doctor determines that employee was not medically fit for duty as provided for in the above NFPA standards. The make whole remedy shall be for the entire period the employee was off work, unless the arbitrator or third doctor specifically determines that the employee was initially unfit for duty and became fit for duty as of a later date. In considering the issue of the extent of the make whole remedy, there shall be a presumption that the employee was medically fit at all times. Said presumption can be overcome by specific finding(s) by the arbitrator or third doctor that the employee was initially unfit for duty and became fit for duty as of a later date.

The first annual physicals shall be conducted in 2019 and the results of those annual physicals shall be provided to the employees. The results of the 2019 annual physicals shall not be provided to the City unless the Department doctor finds that an employee's continued performance of his/her duties presents a serious threat to the employee or others.

Reserve non-suppression members shall not be subject to a medical examination under this Section.

24.2: Medical Evaluations:

All suppression members of the bargaining unit may, at the discretion of the Fire Chief, be medically evaluated prior to being reassigned to emergency duties after an illness/injury needing medical attention and/or an operation requiring hospitalization. The medical evaluation will not only include a complete physical examination, but may also include a mental examination. If an employee fails to pass either the physical examination or the mental examination, the employee will not be reassigned.

Evaluations under this provision shall be pursuant to the standards set forth in Sections 7.5, 7.6 and 7.7 of Chapter 7 and with Chapter 9 (including Annex A material relating thereto) of NFPA 1582 Standard on Comprehensive Occupational Medical Program for Fire Departments. However, only portions of the NFPA standards relevant to the injury/illness and/or operation are required by this Sub-Section.

If an employee is not reassigned, the employee shall receive an unpaid leave of absence for up to twelve (12) months and may return to work when cleared by the City's Occupational Medical Provider.

If the member disagrees with the City's determination, the member's physician shall be provided with all the information and test results upon which the Department doctor relied in finding the member unfit for duty. If the member's physician disagrees with the findings of the City's doctor, the matter including all the information and tests results upon which the Department doctor and the employee's doctor relied, shall be submitted to a third doctor mutually selected by the Union and the City, or if mutual agreement on a third doctor cannot be reached, then submitted to arbitration under Step 4 of Article 9. The decision of the third doctor, or arbitrator, shall be final and binding on all parties.

The employee shall be made whole in wages if the third doctor or arbitrator determines that the employee is fit for duty. The make whole remedy shall be offset by any benefits the employee received, and by any time period in which the arbitrator or third doctor determines that employee was not medically fit for duty as provided for in the above NFPA standards. The make whole remedy shall be for the entire period the employee was off work, unless the arbitrator or third doctor specifically determines that the employee was initially unfit for duty and became fit for duty as of a later date. In considering the issue of the extent of the make whole remedy, there shall be a presumption that the employee was medically fit at all times. Said presumption can be overcome by specific finding(s) by the arbitrator or third doctor that the employee was initially unfit for duty and became fit for duty as of a later date.

Reserve non-suppression members shall not be subject to a medical examination under this Section.

24.3: Employees attending examinations under this Article shall be released from their work assignment from the Fire Department and receive their regular pay if the examination is conducted while they are on-duty. Employees shall return to complete the remainder of their shift after the examination, unless the physician certifies that the employee is unable to return to work. Employees attending examinations under this Article during their regular full-time employment shall receive four (4) hours base pay, at their Fire Department hourly rate, provided they provide documentation from their full-time employer that they had to take time off work from their full-time employment. If the employee is unable to obtain such documentation from their full-time employer, he/she shall sign a standard form provided by the Fire Department attesting to their regular work schedule with their full-time employer and the hours they missed from that work because of the medical examination.

ARTICLE 25 - EMPLOYEE INFORMATION

The City maintains personnel records on all employees. It is the responsibility of every employee to ensure that the information provided to the City is accurate and to notify Human Resources of the following items or report any changes within twenty-four (24) hours of the effective date.

- Address or telephone number of the employee;
- Name, address or telephone number of the person to be notified in case of emergency;
- Dependents to be declared on tax forms;
- Persons covered or beneficiaries of the City's group benefits; or
- Any marriage or divorce.

This information as it appears in the City records shall be conclusive when used for any notice relating to this agreement.

ARTICLE 26 - EDUCATION/TRAINING REFUND

Union members are eligible for reimbursement of education expenses with approval of the Fire Chief and administrative approval in accordance with the City's tuition refund program, which shall provide for tuition and fees up to \$400 per year for the duration of the Agreement. Employees who leave City employment within one (1) year of receiving the reimbursed training/education are required to re-pay 100% of the amount reimbursed by the City, and employees who leave City employment within two (2) years of receiving the reimbursed training/education are required to repay 50% of the amount reimbursed by the City.

New members of the MAFF unit after ratification of 2015-2018 collective bargaining agreement shall not be eligible to participate.

ARTICLE 27 - MAINTENANCE OF STANDARDS

It is the intent of the Employer to maintain and promote a high standard for all conditions of employment and to improve the standards whenever and wherever possible.

It is the Union's intent to have all bargaining employees maintain and promote a high standard of efficiency on their assignments and to improve whenever and wherever possible.

ARTICLE 28 - NO-STRIKE/NO-LOCKOUT CLAUSE

- A. During the life of this Agreement, the Union shall not cause, authorize sanction or condone, nor shall any member of the Union take part in any strike, sit down, slow down, work stoppage, curtailment of work, concerted use of paid leave time, restriction of work, or interference with the operations of the City of any kind for

any reason, including a labor dispute between the City and any other labor organization.

- B. The Union agrees that it (and its officers) will take prompt, affirmative action to prevent or stop unauthorized strikes, sit downs, stay ins, slow downs, work stoppages, curtailment of work, concerted use of paid leave time, restriction of work or interference with the operations of the City by notifying the employees and the City, in writing, that it disavows these acts. The Union further agrees that the City shall have the right to discipline (including discharge) any or all employees who instigate, participate in or give leadership to any of these acts.
- C. During the life of this Agreement, management shall not lockout any employees as a result of a labor dispute.

ARTICLE 29 - GROOMING POLICY

- A. The hair on top of the head will be neatly groomed. The length and/or bulk of the hair will not be excessive, nor present a ragged, unkempt or extreme appearance.
- B. Hair will present a tapered appearance of being combed and will not cover the ears, nor will the hair touch the eyebrows or extend below the upper edge of the shirt collar at normal posture. The so-called "block cut" fullness in the back is permitted in moderate degree. In all cases, the bulk or length of hair shall not interfere with normal placement of all standard fire headgear. When a hat is worn, the hair shall not curl up over the edges of the hat.
- C. If the member desires to wear sideburns, they will be neatly trimmed. The base will be a clean-shaven, horizontal line and shall not extend below the middle of the ears. Sideburns will be no more than two (2) consecutive fingers width, nor will they be extremely flared.
- D. The face shall be clean shaven, except that mustaches are permitted. If a mustache is worn, it will be kept neatly trimmed with no portion extending beyond the corners of the mouth. Mustaches shall not grow over the upper lip, nor shall handlebar or other ornamental mustaches be worn. Goatees and beards also shall not be worn.
- E. It is recognized that traditionally acceptable standards for female hairstyles differ considerably from those of males. Female hairstyles that would normally not conform to the standards outlined in this article may be pinned up or secured in order to comply while on duty. In these instances, the hair must be pinned up or secured at all times while on duty, and shall not interfere with the proper wearing of uniform hats or protective equipment, or in any way create a safety hazard.

Only pins, combs, elastic bands smaller than 1/2" or barrettes that are similar in color to the individual's hair color may be worn to meet the requirements of the

regulation. Jewelry which extends beyond the ear lobe or is loose or protrudes and may catch in machinery or equipment may not be worn while on duty.

- F. The wearing of a wig or hair piece shall conform to the standard haircut criteria as stated within this Article.
- G. While on duty all personnel shall maintain a professional appearance including wearing the appropriate clean, well-pressed uniform and the maintenance of good grooming habits, including hair length which does not fall below the top of the shirt collar and a clean-shaven face at the beginning of each shift. Members shall have the right to remove over-shirt and wear department's short sleeve T-shirt when the heat index is 85 degrees or higher.

ARTICLE 30 - BENEFITS

- A. **On The Job Injury And Illness:** Each employee will be covered by the applicable Workers' Compensation laws. Benefits during a workers' compensation leave shall be in accordance with the State of Michigan law governing compensation. The City agrees to make all reasonable efforts, without cost to the City, to assist an employee or that employee's family to secure benefits from third parties (including the State or Federal Government) in the event an employee is injured or killed in the line of duty.
- B. **Supplemental Disability/Life Insurance:** The City shall continue to provide the supplemental duty-related disability insurance plan in effect at the time of the ratification of this Agreement by the Union and the City. However, the City shall have the right to change the carrier and/or plans provided that the overall level of benefits is maintained.
- C. **Deferred Compensation:** The City shall continue to provide access to the employee funded 457 deferred compensation plan in effect at the time of the ratification of this Agreement. The City shall have the right to change the administrator and/or plans provided that the overall level of benefits is maintained.
- D. **401A Eligibility:** Any current member of the Michigan Association of Fire Fighters (MAFF) Local # 50 who receives the City sponsored 401 A pension plan will continue to do so, however, employees who join the MAFF unit after ratification of 2015-2018 collective bargaining agreement shall not be eligible for to participate.

ARTICLE 31 - PERSONAL PROPERTY REPLACEMENT

The Employer will replace any personal clothing belonging to a Part-Time employee that is damaged during the course of their duties. The maximum reimbursement amount will be no more than one hundred dollars (\$100) per incident. It will be the responsibility of the Part-Time

employee to inform their immediate supervisor of any damaged personal clothing items prior to leaving the incident, training, or fire station.

In the event a Part-Time, or Reserve employee's eyeglasses or contact lenses are damaged, the Employer agrees to reimburse up to three hundred dollars (\$300) per incident.

The employees shall submit a report of the incident in which the property was damaged along with a written request and receipt for reimbursement to the Fire Chief.

The City will not be responsible for reimbursement if the employee was not properly wearing the protective equipment and apparel provided by the Employer which may have prevented the damage.

ARTICLE 32 - WAGES

32.1: Effective the first payroll period in 2023, employees of this bargaining unit shall receive the following wages for hours worked: \$19.020, which reflects a two and three-quarters (2.75%) wage increase.

In addition, a premium hourly wage will be paid to all employees, hired on or before January 1, 2013. Those employees will be paid an hourly wage which is greater than the prevailing wage rate by the following percentages:

Starting at employee's 5 year anniversary	1 + ½ %
Starting at employee's 8 year anniversary	3 + ½ %
Starting at employee's 11 year anniversary	4 %
Starting at employee's 14 year anniversary	4 + ½ %
Starting at employee's 17 year anniversary	5 + ½ %

32.2: Overtime: Any Part-Time or Reserve employee required to work in excess of one-hundred and six (106) hours per fourteen (14) day pay period shall be paid time and one half for all hours over one-hundred and six (106) in accordance with the Fair Labor Standards Act. All pay shall be based on the nearest quarter hour for computing the number of hours worked.

32.3: Discipline Pay: Employees that are called in by the Employer for any meetings with the Employer to answer to any complaints or alleged violations, shall be paid a minimum of one (1) hour at their normal rate of pay and then in fifteen (15) minute increments for any time over the first hour.

If the employee requests a Union Steward and one is available, the Employer shall allow the Steward to attend. If no Steward is available, the employee shall have a reasonable amount of time to locate and have a Steward respond. The Employer shall not be responsible for pay of a Steward if the Steward is at the request of an employee.

Every effort will be made to ensure that an Employee is not called in during times that conflict with their regular full-time job.

Upon completing an investigation and issuing discipline to a member of the bargaining unit, the Employer shall comply with any request from the Union for information relating to the investigation as required by the Michigan Public Employment Relations Act (PERA).

ARTICLE 33 - EMERGENCY CALLBACK PAY

Part-time bargaining unit members will receive a minimum of two (2) hours pay in the event they are called back for an emergency incident and thereafter at fifteen (15) minute increments. Members may be called back for the following:

- A. Anytime an incident progresses to a second alarm based on the MABAS Cards.
- B. When an incident commander feels there is a need for more manpower, with the approval of a chief officer.
- C. In the event a call is going to commit a unit when at minimum staffing for an extended period of time, with the approval of a chief officer.

Callback will be via text message or other method as deemed appropriate by the Chief or his designee. Members must be able to report back within thirty (30) minutes of notification to be eligible for callback pay. Response to the callback is voluntary.

Reserve bargaining unit members shall be paid a minimum of one (1) hour at their normal rate of pay for their classification and then in fifteen (15) minute increments for any time over one hour. Members may be called back for the following:

- A. Anytime an incident progresses to a box alarm based on the MABAS Cards.
- B. When an incident commander feels there is a need for more manpower, with the approval of a chief officer.
- C. In the event a call is going to commit a unit when at minimum staffing for an extended period of time, with the approval of a chief officer.

Callback will be via issued fire pager or other method as deemed appropriate by the Chief or his designee. Members must be able to report back within 30 minutes of notification to be eligible for callback pay. Response to the callback is voluntary.

ARTICLE 34 - SAVINGS AND SEPARABILITY

If any Article or section of this Agreement, or supplement thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby, and the parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually-satisfactory replacement for such Article or section.

ARTICLE 35 - ZIPPER CLAUSE

This Agreement constitutes the final understanding of the parties as to every issue that was or could have been the subject of bargaining during these negotiations. Neither party shall be required to bargain with the other during the course of this Agreement, except as elsewhere provided in this Agreement.

The parties to this Agreement recognize that under the Special Conference provision, modifications to this contract can be made by the mutual agreement of both parties.

Any provision of this Agreement reopened shall remain in full force and effect until such time as an agreement is reached on replacement language.

ARTICLE 36 - RATIFICATION AND TERMINATION

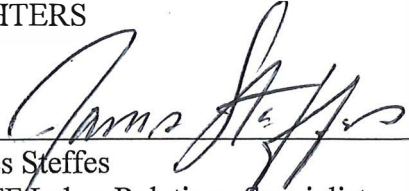
This Agreement shall be effective and shall be in full force and effect on the date this Agreement is ratified by the parties unless otherwise specified in this Agreement.

An emergency manager appointed under the Local Financial Stability and Choice Act shall have the authority to reject, modify, or terminate the collective bargaining agreement as provided in the Local Financial Stability and Choice Act, 2012 PA 436, MCL 141.1541 to 141.1575.

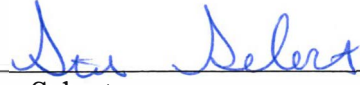
This Agreement shall remain in full force and effect until December 31, 2023 unless either party shall notify the other in writing no later than ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations/mediation until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph:

In the event that either party desires to terminate this Agreement, written notice must be hand delivered to an officer of the local union or to the Mayor or Fire Chief, as the case may be, not less than sixty (60) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

MICHIGAN ASSOCIATION OF FIRE
FIGHTERS



James Steffes
MAFF/Labor Relations Specialist

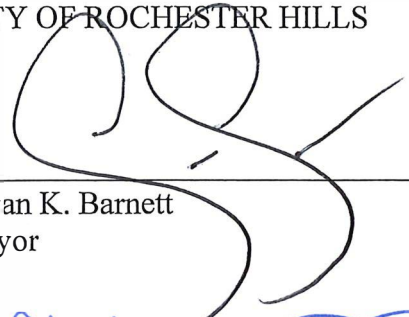


Steve Sebert
Local President




William Semioli
Local Vice President

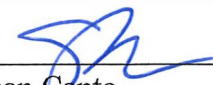
CITY OF ROCHESTER HILLS



Bryan K. Barnett
Mayor



Chelsea K. Ditz
Human Resources Director



Sean Canto
Fire Chief

Ratified by the Union: August 29, 2022

Approved by Council: September 26, 2022

Dated: 12/5/2022

APPENDIX A - PHYSICAL FITNESS

I. INTRODUCTION

- A. **Purpose:** These Physical Fitness Guidelines are designed to encourage an optimal level of fitness, improve the level of service provided to the public, and reduce those accidents or injuries caused by poor conditioning. These guidelines explain the conditions, responsibilities, and parameters of the program. The City may refer to the Fire Service Joint Labor Management Wellness/Fitness Initiative as well as NFPA 1500 to assist it in implementing this program.
- B. **Scope:** These guidelines apply to all members of the Rochester Hills Fire Fighters union, MAFF Local 50.
- C. **Waiver:** A licensed physician shall certify in writing to the City if a part-time employee is unable to participate or must limit participation in the program based on an examination that includes consideration of the following:

- Medical history
- Occupational history
- Height and weight
- Vital signs
- Dermatological system
- Ears, eyes, nose, mouth, throat
- Cardiovascular system
- Respiratory system
- Gastrointestinal system
- Genitourinary system
- Endocrine and metabolic systems
- Musculoskeletal system
- Neurological system
- Audiometry
- Visual acuity and peripheral vision testing
- Pulmonary function testing
- Laboratory testing (including cholesterol testing)
- Diagnostic imaging (if indicated)
- Electrocardiography (if indicated)

If a part-time employee is not able to participate or must limit participation in the physical fitness program, the reason for the inability or limited participation shall be indicated and a fitness for duty evaluation performed by the City's Occupational Medicine Provider may be requested by the City.

II. RESPONSIBILITY

A. All Affected Employees:

1. All part-time employees shall exercise each on duty shift for adequate period of time to promote physical fitness. The goal shall be to exercise (1) one hour per shift, as time constraints and workload permits, or as designated by supervision.
2. Those unable to participate or who must limit participation shall submit a written memorandum through channels to the Fire Chief or his designee stating the reasons they are unable to participate or must limit participation.
3. Exclusion from Physical Fitness Program: A part-time employee who has a medical problem that prevents him/her from participating or necessitates limited participation in the Physical Fitness Program must submit a doctor's statement through the Chain of Command to the Fire Chief or his designee. The doctor's statement must explain the reasons(s) for the exclusion, or limited participation, the treatment being given and the employee's prognosis. The Fire Chief and Human Resources will determine if the individual is able to remain on duty according to the requirement of the Americans With Disabilities Act and other applicable laws and a fitness for duty evaluation performed by the City's Occupational Medicine Provider may be requested by the City.

III. POLICY

A. Exercise Program:

1. Participation is required for all part-time employees covered by this policy except as otherwise provided for in Sections I C. and IV C. An adequate period of time (see II A 1.) shall be provided for physical fitness training for every work shift.
2. The exercise program should consist of three parts as follows:
 - a. Warm-up and flexibility.
 - b. Cardiovascular conditioning.
 - c. Strength conditioning.
3. Station members should exercise as a unit when practicable.
4. Health Concerns: Employees and supervisors should be aware of signs of overexertion when exercising. The following are signs to watch for: tightness or pain in chest, numbness or pain in arms, severe breathlessness,

lightheadedness, dizziness, loss of muscle control, nausea, muscle pain, or profuse sweating. If any of these symptoms develop, stop the activity immediately. Injuries sustained during supervised physical fitness exercise will be handled by the immediate supervisor in the same manner as any other injury.

5. Privacy: All records generated by the physical fitness program are confidential records and shall be maintained in closed files. Access to the files is limited to the Fire Chief, and/or designee, Human Resources, the Employee's Physician and the employee or his/her designee unless otherwise required by law.
6. Physical Training Injuries: One of the primary objectives of a physical fitness program is to prevent or reduce injuries and illness. The injuries that occur shall be analyzed.

All injuries, as a result of the Physical Fitness Program, while on duty, will be considered on-the-job injuries. Participating in other sports or athletics, other than the prescribed program sanctioned by the Fire Department, are not approved or allowed while on duty. On duty injuries related to the Physical Fitness Program will be reported in accordance with City and Department policy.

7. All activities must display a high fitness, non-recreational image.
8. Employees may not participate in any competitive fitness activities during physical fitness training.

B. Time Period:

1. Personnel
 - a. Part-time employees shall exercise each on-duty shift. Participation in this program may not interfere with other assigned duties as determined by supervision.
 - b. If interrupted by an emergency response, the exercise period is to resume immediately thereafter when practical.
 - c. All other schedule variations to be approved by supervision.
 - d. Employees shall be ready for other activities within 15 minutes after completion of the exercise period.
 - e. If public facilities are utilized, it should not interfere with or delay use by the general public.

C. Dress:

1. Approved exercise clothing shall consist of:
 - a. Workout Shorts (no spandex).
 - b. Fire Department issued T-shirts.
 - c. Plain blue warm-up or sweat suits (optional).
 - d. Footwear.
 - e. Appearance -- must be clean and presentable at all times.
2. Turnout clothing shall be readily available during exercise.
3. Each employee is responsible for their physical fitness clothing and is to keep it neat, clean and in the proper condition.

D. Location:

Employees shall complete exercise at their assigned work site or at the off-site exercise location approved by the Fire Chief or his designee.

1. Employees will be allowed to use approved nearby parks, tracks and other athletic facilities for physical fitness training. Use of these facilities for sports or games is not permitted. Employees must receive permission from supervision to leave their work sites to exercise at an off-site location and will generally be required to exercise at off-site locations in pairs.
2. Apparatus shall be parked to ensure immediate response and security.
3. Radio volume shall not exceed a level where nearby residents may be disturbed.
4. All activities, such as jogging, must be confined to a reasonable distance from the assigned apparatus, and capability of two-way radio communication with the communication center shall be maintained at all times.

IV. PROCEDURES

- A. Stretching shall be exercise designed to warm-up muscles, increase range of motion and flexibility, and decrease the potential for injury. To be performed for a period of ten minutes immediately before and after cardiovascular conditioning.

- B. Cardiovascular conditioning shall be any exercise, within each individual's target heart rate, to be performed continuously for a minimum of 30 minutes.

Reference: Target Heart Rate Calculation Method

1. Target heart rate calculation:
 - a. 220 minus age.
 - b. Multiply remainder by .7 and .8
 - c. Range between both products is an individual target heart rate.
Example: 45-year old
 - i. $220 - 45 = 175$ beats per minute
 - ii. $175 \times .7 = 123$ and $175 \times .8 = 140$ beats per minute
 - iii. Individual target heart range equals 123 to 140 beats per minute.
2. Continuous means a consistent, steady uninterrupted pace.
3. Walking is a form of aerobic exercise that will improve cardiovascular conditioning.
4. Strength conditioning may consist of exercise with weights or calisthenics such as push-ups, pull-ups, and dips and shall be performed for a minimum of ten minutes.
5. These procedures may be varied based upon specific requirements prescribed by a licensed physician.

**APPENDIX B - EMPLOYEE ALCOHOL/CONTROLLED SUBSTANCE
TESTING POLICY AND PROCEDURES**

1. **PURPOSE**

- A. To establish the City of Rochester Hills' policy and procedures for dealing with employees whose job performance may be impaired as a result of the use of alcohol and/or controlled substances.
- B. To identify and establish what assistance is available to employees with problems related to the use of alcohol and/or controlled substances.
- C. To identify the employee's responsibility relative to the use of alcohol and/or controlled substances.
- D. To identify and establish the Employer's responsibility relative to the use of alcohol and/or controlled substances by the employees.
- E. To identify and establish the Union's responsibility relative to the use of alcohol and/or controlled substances by the employees.
- F. "Controlled substances" shall include any drug prohibited by federal or state law, including but not limited to marijuana or medical marijuana.

2. **PROCEDURE**

- A. The demand for testing of City of Rochester Hills' employees for the use of alcohol and/or controlled substances must be based on "reasonable suspicion" and must be ordered by the Fire Chief.
- B. Standards for Determining Reasonable Suspicion:
 - 1. "Reasonable Suspicion" will be based on "specific objective facts and reasonable inferences drawn from these facts."
 - 2. Where the "reasonable suspicion" is based on personal observations the objective facts must be articulable and may include the employee's appearance and behavior. Such personal observation must be made by a full-time chief officer or the highest ranking full-time department employee present at the location where the observation occurs.

Among the possible signs or symptoms of being under the influence of alcohol and/or controlled substances are any articulable factors which objectively demonstrate that a problem may exist, including, but not limited to:

- Excessive absenteeism and tardiness;
- A pattern of impulsively taking vacation days;
- Smell of alcohol or marijuana from employee;
- Depression or erratic behavior;
- “Glassy-eyed” appearance, “blood-shot” eyes or unusual appearance of the eyes including puffy or droopy eyelids and dilated or pinpoint pupils;
- Unsatisfactory work performance;
- Avoidance of supervisors, withdrawal from contact with other people;
- Pattern of failure to meet established standards of personal appearance;
- Noticeable decrease in productivity;
- Lack of dexterity;
- Slurred or incoherent speech;
- Excessive perspiration or chills;
- Nausea or vomiting;
- Nosebleeds, excessive sniffing, chronic sinus problems, nasal sores;
- Needle tracks or blood spots on clothing;
- Tremors, racing or irregular heartbeats;
- Confusion, anxiety, paranoia or hostility;
- Coordination problems;
- Lethargy and sleepiness;
- Evidence of drug paraphernalia such as pipes, syringes, foil packets, pills, powders and empty alcohol containers; and/or
- Any other articulable factor which relates to the employee’s ability to perform his/her job.

C. Order to Administer Test(s):

Based upon the criteria set forth above, the Fire Chief or designee may order that a test will be given.

D. The Fire Chief or designee may order a test in the event of a vehicular crash or other incident or if there are controlled substances missing which were entrusted to the City.

E. If the Fire Chief or designee orders such a test, he shall prepare signed, dated, and timely documentation and furnish a copy to the Employee.

F. Demand for Testing

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.

If the results of the test prove negative, the employee shall be compensated for all time occurring outside of his/her scheduled work hours that are directly attributable to the actual testing process for alcohol or controlled substances (e.g. to/from the Clinic, waiting to be tested at the Clinic and while giving the required samples for testing). Such reimbursement shall be at the appropriate rate of pay.

G. Testing Procedure

To maintain the integrity of the collection and testing process, the following testing procedure will be observed. All testing shall be done in accordance with the appropriate U.S. Department of Transportation guidelines at a NIDA approved laboratory unless in conflict with a provision of this Agreement which shall be controlling.

1. The employee, if he/she so wishes, may have a Union Representative present as a witness to the collection process, but the Union representative shall not interfere or in any way jeopardize the test collection process. The Union Representative will also not be paid for the time spent outside of his/her regularly scheduled work hours as a witness to the collection process.

2. Upon completion of all testing and after test results are known, the City shall within 24 hours take reasonable steps to notify the employee of the results of the testing. A signed, dated, timed and contemporaneous written report from the laboratory must be sent to the City of Rochester Hills within 72 hours or as soon as practical after the test and shall be made available to the employee (and the Union if so requested by the employee in writing) immediately after its receipt by the City. If the report does not contain the

following information, the City will obtain and furnish such information as soon as is practicable.

- (i) Type of test(s) conducted;
 - (ii) Results of the tests; and
 - (iii) Level tested for each controlled substance and the test methodology employed; and
 - (iv) Any available information concerning the margin of accuracy and precision of the quantitative data reported for the test(s).
3. If the results of the test(s) are negative, any remaining samples will be opened and disposed of and container label(s), chain of custody records, and all other reports pertaining to the test(s) will be destroyed.
 4. The specific levels of controlled substances or alcohol found in the employee's samples will be reported to the City of Rochester Hills only if the confirmation test is positive.

H. Laboratory Tests

All drug screening tests will be by generally accepted method. If the initial test report is positive, the employee will be placed on suspension without pay until the confirmation test results are known to the City. If the confirmation test report is negative, the employee will then be compensated for all time lost as if he/she had worked.

3. **EMPLOYEE ASSISTANCE SERVICE**

- A. If the above-referenced testing results are positive, the employee shall be given the opportunity to participate in the Employee Assistance Service (EAS) offered by the City of Rochester Hills.

Participation in the EAS allows employees to be directed to medical help by participating in a rehabilitation program and, at the same time, be given an opportunity to possibly retain employment with the City. Employees who are required or elect to be treated on an in-patient basis must utilize annual and/or vacation time for this purpose. In the absence of such available time, the employee will be granted a leave of absence without pay and without loss of seniority for in-patient treatment. If the employee does not participate in and successfully complete a prescribed rehabilitation program within six (6) calendar months of the positive test, he/she shall be subject to discipline, up to and including discharge. If the employee successfully completes the prescribed rehabilitation program, the

employee will be returned to his/her former position with retention of all seniority rights.

- B. Any subsequent positive test within twenty-four (24) months after the conclusion of the rehabilitation program will result in immediate discharge. The Union agrees that a termination under these circumstances is not subject to the grievance procedure. Subsequent testing during this 24 month period shall be random and limited to no more than four (4) random tests during this period. Random testing will occur during the employee's regularly scheduled work time. Such random testing is in addition to other alcohol/controlled substance testing prescribed by this Article and shall be in accordance with the testing procedures contained in this Article.

All participants in the EAS may submit their participation costs to the parties' health insurance carrier for possible reimbursement.

4. **CONFIDENTIALITY**

All records pertaining to the initiation and administration of this program, including but not limited to, the supervisor's report, employee's explanation, Physician's report, Departmental testing record, and any Employee Assistance Program reports shall be treated as strictly confidential and shall be maintained only by the Human Resources Department as a part of the employee's medical record. No such records shall be maintained in the employee's regular personnel files. All such records pertaining to a positive test shall be destroyed within two (2) years of the Employee's successful completion of a prescribed rehabilitation program. Any individual in unauthorized possession of such a record is subject to discipline.

5. **RESCISSION OF PRIOR RULES**

All rules inconsistent with the above are hereby rescinded. All City rules, policies, directives and procedures regarding the possession, manufacture, and/or sale of alcohol or controlled substances while on duty or on City property or in a City vehicle shall remain in full force and effect.

6. **GRIEVANCE PROCEDURE**

Any disputes concerning the interpretation or application of this policy and procedure shall be subject to the grievance procedure except for the discharge of a repeat offender as described in section 4B above.

7. **UNION HELD HARMLESS**

The Union and its members shall be held harmless for the City's violation of any laws or regulations arising from the creation, implementation, or administration of this policy/procedure by the City.

LETTER OF UNDERSTANDING

THIS LETTER OF UNDERSTANDING (“LOU”) made this the 23rd day of October, 2023, by and between the City of Rochester Hills (the “Employer”) and the Michigan Association of Firefighters (the “Union”) on behalf of the City of Rochester Hills Firefighters (Local 50).

WHEREAS, the Employer and the Union executed a Collective Bargaining Agreement (“CBA”) in December 2022 with respect to wages, hours and other terms and conditions of employment, and

WHEREAS, the Employer and the Union wish to enter into this Letter of Understanding for the purpose of extending the CBA for one (1) year and to provide for a wage increase for all bargaining unit members.

NOW, THEREFORE, the Employer and the Union agree to the following modifications:

1. Article 36; Duration

The Employer and the Union agree that all terms and conditions of the CBA, except as modified by this LOU, are hereby extended for a period of one (1) year through December 31, 2024.

2. Article 32; Wages


The Employer and the Union agree effective the first payroll period in 2024, employees of this bargaining unit shall receive the following wages for hours worked: \$19.543, which reflects a two and three-quarters percentage (2.75%) wage increase. Remaining language in Section 32.1 for employee’s hired on or before January 1, 2013, remains in full force and effect for the duration of the LOU.

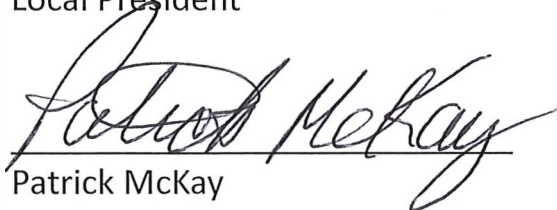
The Employer and the Union further agree that all of the terms and conditions of the CBA, with the exception of the terms set forth in this Letter, shall remain in full force and effect.

[Signatures on the following page]

**MICHIGAN ASSOCIATION OF FIRE
FIGHTERS**

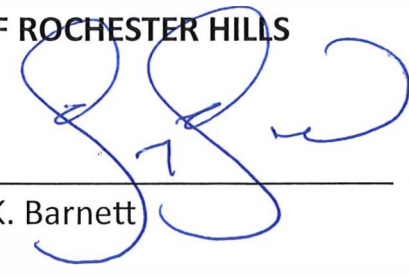

James Steffes
MAFF Labor Relations Specialist


Steve Sebert
Local President


Patrick McKay
Union Steward

Ratified by the Union: 10/23/2023

CITY OF ROCHESTER HILLS


Bryan K. Barnett
Mayor


Leslie Turnbull
Interim Human Resources Director


Sean Canto
Fire Chief

Approved by Council: 11/13/2023