

**CONTRACTUAL AGREEMENT BETWEEN  
LOCAL 504 OF THE I.A.F.F.  
AND  
THE CITY OF OWOSSO**

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COLLECTIVE BARGAINING AGREEMENT

This Agreement, effective July 1, 2015, between the City of Owosso, Michigan, hereinafter called the "City", and Local 504 of the International Association of Fire Fighters, AFL-CIO, hereinafter called the "Union".

Witnesseth; that the parties hereto, in consideration of the mutual covenants and agreements hereinafter contained, do hereby agree as follows:

ARTICLE #1. PURPOSE AND DEFINITIONS

Section 1 Purpose

The parties hereto have entered into this Agreement pursuant to the authority of Act 336 of the Public Acts of 1947, as amended, to promote harmonious relations between the City and the Union, in the best interest of the community, to improve the public fire fighting service, and to provide an orderly and adequate means of resolving future differences between the parties.

Section 2 Definitions

"City" shall include the elected or appointed representatives of the City of Owosso, Michigan.

"Union" shall include the officers or representatives of the Union Local 504 of the I.A.F.F.

ARTICLE #2. COVERAGE

This Agreement shall be applicable to all Full-Time Fire Fighters of the Owosso Fire Department, excluding the Director of Public Safety and all other employees.

ARTICLE #3. RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining representatives of the employees set forth in Article #2. Coverage

ARTICLE #4. UNION SECURITY-AGENCY SHOP

- A. Employees covered by this agreement and who are members of the Union shall be required, as a condition of continued employment, to continue membership in the Union or pay a service fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this agreement.
- B. Employees covered by this agreement who are not members of the Union shall be required, as a condition of continued employment, to become members of the Union or pay a service fee equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date and such conditions shall be required for the duration of this agreement.
- C. As a condition of continued employment, each employee in the bargaining unit shall sign an authorization with the payroll clerk for the deduction of union dues, initiation or collective bargaining service fees.
- D. Employees hired, rehired, reinstated or transferred into the bargaining unit, and covered by this agreement, shall be required, as a condition of continued employment, to become members of the Union or pay a service fee to the Union equal to dues and initiation fees required for membership for the duration of this agreement, commencing the thirtieth (30) day following the beginning of their employment in the unit.
- E. In the event the Employer, acting on the request of the Union, discharges or attempts to discharge an employee for failure to comply with the provisions of A, B, C, and D above, the Union shall indemnify the Employer against any and all claims, demands, suits, expenses, or all other forms of liabilities of whatsoever kind and nature that shall arise out of action taken by the Employer for the purpose of complying with the provision of this Article.

CHECK-OFF

The City agrees to deduct from salary of each individual employee in the bargaining unit who voluntarily becomes a member, the Union dues, subject to all of the following subsections:

a. The Union shall obtain from each of its members, a completed Check-Off Authorization Form which shall conform to the respective State and Federal law(s) concerning that subject, or any interpretation(s) made thereof.

b. All Check-Off Authorization Forms shall be filed with the City who may return any incomplete, or incorrectly completed form to the Union's treasurer, and no check-off shall be made until such deficiency is corrected.

c. The City shall check-off only obligations which come due at the time of check-off, and will make check-off deduction only if the employee has enough pay due to cover such obligation, and will not be responsible for refund to the employee if he/she has duplicated a check-off deduction by direct payment to the Union.

d. The City's remittance will be deemed correct if the Union does not give written notice to the City within two (2) calendar weeks after a remittance is sent, of its belief, with reason(s) stated therefore, that the remittance is incorrect.

e. Any employee covered by the terms of this Agreement may join or terminate membership in the Union by written notice to the City and the amount owing the Union shall reflect accordingly with the next payment from the employee due the Union.

f. The Union shall provide at least thirty (30) days written notice to the City of the amount of Union dues and/or representation fee to be deducted from the wages of the bargaining unit employees as in accordance with this Article. Any change in the amounts determined will also be provided to the City at least thirty (30) days prior to its implementation.

g. The Union agrees to indemnify and save the City harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an employee's pay of Union dues or in reliance on any list, notice certification, or authorization furnished under this Article. The Union assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Union.

h. The Union shall exclusively use the following Check-Off Authorization Form as herein provided.

## ARTICLE #5. UNION ACTIVITIES

### Section 1   General

Employees and their union representatives shall have the right to join the union to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection to express or communicate any view, grievance, complaint or opinion related to the conditions of compensation of public employment or their betterment, all in accordance with Act 336, P.A. 1947 as amended.

### Section 2   Released Time

(A) Elected Stewards of the Union shall be granted reasonable time during regular working hours without loss of pay to investigate and present grievances to the Employer, after the elected Steward has notified the Director of Public Safety or his/her designee.

(B) Members of the Union elected to attend a function of the International Union such as convention or educational conference shall be allowed time off without loss of time or pay to attend; such conventions or educational conferences are limited to 2 members not to exceed two (2) work days each calendar year. A written request must be made two (2) weeks in advance in order to receive time off.

### Section 3   Bulletin Boards

The Union shall be provided suitable bulletin boards, including at least one at each fire station, for the posting of union notices. Such boards shall be identified with the name of the Union and the Union may designate persons responsible therefore. Information posted on the bulletin board may not be discriminatory, harassing, or intimidating in nature.

### Section 4   Meetings

Union meetings at the fire station shall be limited to one (1) Union meeting per month or twelve (12) meetings per year and shall not be held during regular business hours (9 a.m. through 5 p.m.).

No other Union activities shall be conducted other than specified in Article #5, Section 2, "Release Time".

ARTICLE #6. OTHER AGREEMENTS AND ORGANIZATIONS

Section 1 Other Agreements

Management shall not enter into any agreement with the employees in the bargaining unit individually or collectively or with any organization which in any way conflicts with the provisions hereof.

Section 2 Other Organization

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

ARTICLE #7. WAGES

Section 1 General

The salary schedule attached hereto as SUPPLEMENT A shall be in effect for the term of the contract.

Section 2 Overtime Pay

1. Definition of Overtime: To the extent required by law and subject to Section 5 below, overtime shall be considered as time worked over and above a fire fighter's 212 hours in a 28 day cycle. Subject to Section 4 below, the Department will continue to schedule unit members on a fifty-six (56) hour average work week basis. The hourly and daily rate will continue to be computed as follows: Annual base salary divided by 2912. Paid absent time shall not be counted as time worked for the purpose of computing overtime payments.

2. The Director of Public Safety may, in case of emergency, require an employee to work overtime or to call an employee back to work on a period when he/she would otherwise be off work, subject to the provision of Act 125 of the Public Acts of 1925 as amended.

3. Overtime pay shall be paid for employees of the Fire fighting Division for all work in excess of their regularly scheduled work day. (An employee's work day, or one tour of duty, to be one twenty-four (24) consecutive hour period.) Such overtime to be paid at the rate of time and one-half (1½) the current hourly rate of pay.

4. It is understood that during the life of this Agreement, the City shall have the right to schedule fire fighters on the basis of 212 hours in each 28 day cycle. The Director of Public Safety may schedule the hours off in each cycle in order to obtain the 212 hours. In the event such a schedule is implemented, the salaries set forth in this Agreement shall continue to be paid for 54 hours of work instead of the current 56 hours. In other words, if the 212 hour schedule is adopted, the hourly rate will be based on the annual salary divided by 2808 (as opposed to current 2912) and to the extent required by law and subject to Section 5 below, time and one-half (1½) will be paid for hours worked beyond 54 hours in a week.

5. The City's Agreement to pay overtime for hours in excess of 212 hours in a 28 day work cycle will remain in effect only so long as, and only to the extent, required by State law.

### Section 3 Overtime Equalization

A list shall be kept for the purpose of calling employees for a full day duty (24 hours). The list shall be based on seniority with the highest seniority employee off duty being called first, then continuing through the list until completed. If an employee refuses to work a 24 hour call back, it will be credited on the list as worked. After initial implementation by seniority, the employee with the lowest total overtime hours will be called first in an attempt to equalize.

In case of emergency of less than 24 hours, the Officer in charge is allowed to use his/her own judgment in order to get needed personnel.

Should the above mentioned method prove to be unsatisfactory, the parties agree to meet and work out a solution.

### Section 4 Call-in Pay

Employees called to work for time other than their regular schedule shall receive a minimum of one (1) hour pay at the rate of time and one-half (1½) the current hourly rate.

### Section 5 Rate of Pay

An employee required to work in a higher classification for more than three (3) FWD, shall be paid at the higher classification rate beginning on the fourth (4th) FWD each occurrence.



## Section 6

That all work-related court appearances, the employee will be paid the overtime rate for such court appearances per Article 7, Section 4.

The Employer will be reimbursed by the Employee any payment made to the Employee by the Court for such court appearances, i.e., mileage, summons fee, etc.

## Section 7 Advanced Life Support

During the life of this agreement, Owosso Fire Department employees shall receive an annual bonus payment by obtaining and maintaining an Advanced Life Support Paramedic State Certification/License as follows:

1. The Paramedic State Certification/License annual bonus amount shall be two thousand one hundred fifty dollars (\$2, 150.00) to be paid in the last pay check in September, 2015. The September, 2016 annual bonus amount will increase to two thousand three hundred dollars (\$2,300.00). The September, 2017 annual bonus amount will increase to two thousand five hundred dollars (\$2,500.00).

2. The Employer will pay for the cost of Advanced Life Support training and testing for any full-time firefighter who successfully passes such training and receives his/her Advanced Life Support Certification. Such requests shall be upon the approval of the Director of Public Safety. Should there be any question when granting a request for such training, seniority shall prevail.

3. The Employer will provide full time employees and/or pay for classes and training to assist employees in maintaining their Advanced Life Support State Certification.

4. The employee shall be responsible for submitting to the Director of Public Safety proof of his/her Advanced Life Support State Certification/License no less than thirty (30) calendar days before the last pay check in September.

5. During the life of this agreement, any new firefighters hired into the Owosso Fire Department holding or obtaining an Advanced Life Support State Certification/License shall not receive the annual bonus payment until after successful completion of their probationary period. The payment shall be payable to the employee in the last pay check in September that would follow completion of the probationary period.

Section 8      Emergency Medical Technician (EMT) Specialist

During the life of this agreement, Owosso Fire Department employees shall receive an annual bonus payment by obtaining and maintaining an Emergency Medical Technician (EMT) Specialist certification/license as follows:

1. The EMT Specialist certification/license annual bonus amount shall be seven hundred dollars (\$700.00), to be paid in the last pay check in September.

2. The Employer will pay for the cost of the EMT Specialist training and testing for any full-time firefighter who successfully passes and receives his/her specialist certification/license. Such request shall be granted upon approval by the Director of Public Safety. Should there be any questions when granting a request for such training, seniority shall prevail.

3. The Employer will pay for classes and training to assist full-time employees in maintaining their EMT Specialist certification/license.

4. The Employee shall be responsible for submitting to the Director of Public Safety proof of his/her EMT Specialist certification/license no less than thirty (30) calendar days before the last pay check in September.

5. During the life of this agreement, any new firefighters hired into the Owosso Fire Department holding or obtaining an EMT Specialist certification/license shall not receive the annual bonus payment until after successful completion of their probationary period. The seven

hundred dollars (\$700.00) shall be payable to the Employee in the last pay check in September that would follow completion of the probationary period.

## ARTICLE #8. HOURS OF EMPLOYMENT

### Section 1 Work Schedule

The work schedule of employment shall be for the Fire Fighting Division, as prescribed by Act 125, Public Acts of 1925.

### Section 2 Trading of Days

Subject to department manpower requirements and approval of the Director of Public Safety or his/her designee, Employees shall be permitted to trade work days under the following conditions:

1. Pre-approved trade days will not be canceled for mandatory training scheduled after approval.
2. When trade time is requested, it shall be in writing, signed by the Employees involved in the trade, stating the date of the requested trade time.
3. The trading of workdays or leave days shall not be allowed if it creates an overtime situation. Trading of workdays shall not create a shift situation of having less than 1 command officer and 2 medics.
4. Employees that utilize trade time shall not be allowed to cash in unused vacation at the year end.
5. Trade time shall be limited to 12 FWD or 288 hours per fiscal year per employee.

It being understood by the Bargaining Unit that the City of Owosso shall not be responsible to repay an Employee any trade time in the event one of the Employees involved in the trade should leave his/her employment with the City of Owosso before the trade is completed.

ARTICLE #9. HOLIDAYS

Section 1

Holiday pay for Fire Department employees shall be seven (7) 24 hour work days off and can be picked one at a time or together in place of pay, except that in no case shall any combination of holiday and vacation result in more than one employee per shift being off at any one time. Time may be taken as seven (7) 24 hour periods or three (3) 24 hour periods and eight (8) 12 hour periods.

In case of death, retirement or other separation from the service of the City, the employee will be paid \$58.00 per F.W.D. for earned but unused Holidays.

Section 2

a. If an Employee's regular work schedule includes any of the following listed days:

July 4	Christmas Day
Labor Day Monday	New Years Day
Thanksgiving Day	Memorial Day Monday
Easter Sunday	Martin Luther King Jr. Day

and the Employee physically works his/her full 24 hour regular scheduled day, the Employee shall receive, in addition to his/her regular rate of pay, an additional one hundred seventy-five dollars (\$175.00) for the day. The additional one hundred seventy-five dollars (\$175.00) shall not be paid to Employees who were not scheduled to work and worked due to overtime call back or worked for an Employee due to the trade time agreement.

b. To qualify for the holiday premium pay, the Employee's regular scheduled work day will start at 7:00 a.m. on the above listed day, and end at 7:00 a.m. the following day (i.e. Employee is scheduled to work on December 25, the Employee who receives the premium pay is the Employee who starts his/her regularly scheduled work day at 7:00 a.m. December 25 and ends his/her 24 hour shift on December 26).

c. To qualify for the holiday premium pay the Employee shall be a regular full time Employee (probationary Employees are excluded from receiving the holiday premium pay) and

must have worked all of his/her scheduled hours on his/her last scheduled work day before and the next scheduled work day after the above listed days, unless otherwise excused by the Employer.

## ARTICLE #10. VACATIONS

### Section 1 Fire Fighters' Work Day

Abbreviation for Fire Fighter's Work Day shall be F.W.D. this means one twenty-four hour tour of normal duty.

### Section 2 Questions of Vacation

- a. Should there be any questions when picking vacations, department seniority shall prevail.
- b. Vacations will be picked with Shift Captain and Director of Public Safety approval.
- c. The Director of Public Safety has the right to cancel vacations at any time, but will make every attempt to meet with union leadership and discuss the cancellation before any cancellations are made.
- d. If personnel are moved to a new shift assignment at management's request, the FWDs already selected for vacation or holiday will move to the new shift assignment with that employee.
- e. Once a request for leave day has been approved, the employee will be excused from mandatory training for that day.
- f. Employee may pick all of his/her vacation or holiday at one time (except during the months of June, July and August). Employees will be limited to one tour for vacation or holiday for these three months on the first pick. The second pick will be from an open calendar by seniority. Any further picks shall be first come, first served.
- g. For scheduling purposes, vacations may be granted if the Employee will have accrued sufficient hours for the time requested.

### Section 3 Vacation Period

- a. Vacation Credits as follows:

1 year service	3 F.W.D.
2 years service	6 F.W.D.

10 years service	9 F.W.D.
20 years service	12 F.W.D.

b. Vacation hours shall be credited from the Employee's anniversary date to anniversary date.

c. Request for vacation for the months of December through May shall be submitted to your immediate supervisor during the month of September. Firefighters and Lieutenants submit their requests to the Captain of their shift and Captains submit their requests to the Director of Public Safety. The vacation schedule will be posted by November 1.

Request for vacation for the months of June through November shall be submitted to your immediate supervisor (e.g., Firefighters and Lieutenants to the shift Captain and Captains to the Director of Public Safety) during the month of April. The vacation schedule will be posted by May 1.

d. Vacation credits shall be used up during the current year or submitted for payment under paragraph f. If not used up during the current year or submitted for payment under paragraph f, they will be forfeited.

e. During the life of this Agreement, if an Employee earns more than six (6) F.W.D. of vacation credits, the Employee must notify the Payroll Department, in writing, of his/her intent to exercise his/her option to receive payment no later than thirty (30) calendar days prior to his/her anniversary date. This payment will be made following the completion of the vacation year period and included in the Employee's regular paycheck.

f. During the life of this Agreement, if an Employee earns more than six (6) FWD of vacation credits per year, the Employee may elect to be compensated for unused vacation credits in accordance with the following schedule

Vacation days earned per year	maximum unused credits paid
3	0
6	3
9	6
12	9

Section 4   Illness

If an employee becomes ill and is under the care of a duly licensed physician during his/her vacation, his/her vacation will be rescheduled. In the event his/her incapacity continues through the year he/she will be awarded payment in lieu of his/her vacation.

ARTICLE #11. PENSIONS AND RETIREMENT

All matters relating to pensions and retirement benefits refer to the provisions adopted by City Council, Chapter 2, Administration, Article VII, Municipal Employees' Pensions of the Code of Ordinances of the City of Owosso, Michigan.

During the life of this Agreement, Bargaining Unit members will have the option of retiring after twenty-five (25) years of continuous service regardless of age. Benefits formula to be Final Average Compensation times (x) the sum of 2.8% for the first twenty-five (25) years of continuous services plus 1.0% for years of service in excess of twenty-five (25) years. Total benefit not to exceed 80% of Final Average Compensation.

Effective July 1, 1993, any new Bargaining Unit members hired may retire after accumulating twenty-five (25) years of continuous service and after having attained the age fifty (50). Bargaining Unit members may begin to draw from the pension after attaining age 55, with 10 years of vesting. Benefits formula to be final average compensation times (x) the sum of 2.8% for the first twenty-five (25) years of continuous service plus 1.0% for years of service in excess of twenty-five (25) years. Total benefit not to exceed 80% of Final Average Compensation.

It is agreed that each employee's annual retirement contribution cost shall be seven percent (7%) of their gross annual compensation and the Employer will be responsible for any required contribution above the seven percent (7%). Pension contributions for fiscal year 2016-17 will increase to 7.5% and the Employer will be responsible for any required contribution above the 7.5%, effective July 1, 2016. Pension contributions for fiscal year 2017-18 will increase to 8.0% and the Employer will be responsible for any required contribution above the 8.0%, effective July 1, 2017.

ARTICLE #12. SENIORITY

Section 1   Probationary Employee

A. New employees hired in the department shall be considered as probationary employees for the first twelve (12) months of their employment. A probationary Employee shall have a six (6) month evaluation performed to determine his/her ability to perform the functions of a firefighter at six (6) months. A twelve (12) month evaluation shall be performed to determine his/her acceptability to become a permanent member of the department. When an Employee satisfactorily completes the probationary period, by accumulation of twelve (12) months of employment, he/she shall be entered on the seniority list of the department and shall rank for seniority from the first day of his/her employment. There shall be no seniority among probationary employees. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment except discharge and disciplined employees.

During a new Employee's 0-12 month period of probation for a new hire, the probationary employee shall have no recourse to the grievance procedure.

## Section 2 Seniority

Seniority shall be on a department-wide basis, in accordance with the employee's last date of hire into the Fire Department.

## Section 3 Seniority Lists

Seniority shall not be affected by the race, marital status or dependents of employee. The employer will keep the seniority list up-to-date at all times and will provide the local Union and council office with up-to-date copies at least every six (6) months. Seniority of the present force will be in accordance with the attached seniority list.

# ARTICLE #13. TRAINING

## Section 1. Training

The Director of Public Safety will set forth the type or method of training program. Each fire fighter will be required to participate in training programs.

## Section 2. Promotions



Promotional opportunities will be posted within the Fire Department for fifteen (15) calendar days. Employees within the Fire Department who are interested shall apply within the fifteen (15) calendar day posting period.

### Section 3. Promotional Procedures

All promotions to the position of Lieutenant or Captain shall be made from an eligibility list which shall be valid for a period of 12 months from the date the list is established. Employees applying and to become eligible to be placed on the list shall meet the following procedure:

Step 1 – An examination will be set by the Director of Human Resources who shall use an accredited test for the posted positions. Subjects to be covered shall be related to the posted position and shall be related to the Fire Fighters profession.

Lieutenant position – applicant must have five (5) years seniority.

Captain position – applicant must have six (6) years seniority and must have completed the twelve (12) month trial period of a Lieutenant at the time of application.

Step 2 – Written Exam shall represent sixty percent (60%) of the final score and applicant must pass the written exam with a 70% standard score or higher.

Step 3 – Oral Board Exam shall represent thirty percent (30%) of the final score. The Oral Board shall be made up of three (3) persons, one (1) of whom shall be the Director of Public Safety, and two (2) persons of another fire department or related field above the rank of the position to be filled. The two (2) persons of another fire department shall be from outside Shiawassee County. The applicant must pass the oral exam with a 70% standard score or higher.

Step 4 – Seniority points will be awarded, one-half (1/2) point for each year of service completed, to a maximum of 10 points. Seniority points shall be awarded on the date that all candidates have completed their testing (written or oral).

Step 5 – The Director of Public Safety shall promote from the top three (3) candidates, in no particular order.

A) The candidate chosen from the promotional list shall serve a twelve (12) month trial period to determine:

1. His/her desire to remain in the position
2. His/her ability to satisfactorily perform the duties of the position.

B) The candidate chosen will have a two (2) year period to successfully complete the following training, providing such training is available:

1. Fire Officer I for position of Lieutenant.
2. Fire Officer I and II for a position of Captain.

If at the end of the two (2) year period, the promoted employee fails to successfully complete Fire Officer I for Lieutenant or Fire Officer I and II for Captain position, the Employer may revert the Employee back to the position of Fire Fighter if there is a position available that can be filled. Employees reverting back to a Fire Fighter position will not be eligible for future promotions for a period of five (5) years from returning to the Fire Fighter position.

Step 6 – During the twelve (12) month trial period, the Employee shall have the opportunity to revert back to his/her former classification. If the Director of Public Safety finds the Employee unsatisfactory in the posted position, notice and reason shall be submitted to the Employee in writing with a copy of the notice to the Union. The trial period may be extended by mutual agreement between the Union and the Employer. The decisions of the Director of Public Safety shall be final and binding on the Union and Employees regarding any questions of promotion.

#### Section 4. Certifications

Fire Inspection Coordinator must pass the State of Michigan Fire Inspector's test within one (1) year of his/her appointment to the position. Mechanic shall become certified by the Emergency Vehicle Certification Technician Program within one (1) year of his/her appointment to the position. The city shall cover the cost of training, certification, and licensure for the duration of their appointment.

### ARTICLE #14. SICK LEAVE

#### Section 1 Sick Leave

(a) All members shall receive a bank of one hundred forty-four (144) hours of sick leave per calendar year upon hire. If the employee does not use all one hundred forty-four (144) hours, he/she will be paid out at fifty percent (50%) for any unused sick time on the employee's anniversary date.

(b) **SHORT-TERM DISABILITY (STD):** The short-term disability benefit is a source of income replacement for employees unable to work due to illness, pregnancy or injury.

- **Eligibility:** A regular, full-time employee who has completed six months of continuous employment and who is unable to work due to illness, pregnancy or injury (other than a self-inflicted injury) is eligible. There is an eight (8) calendar day waiting period, sick leave must be used for this waiting period (if the employee's sick leave is exhausted the employee must first use holiday time to fill the eight (8) day waiting period and then vacation time if they wish to be paid for scheduled work days missed during the eight (8) day waiting period). The employee must have exhausted all sick time before the STD will begin. The employee may also use holiday or vacation time instead of STD. An employee receiving workers' compensation or disability pay under any state or federal plan is ineligible for this benefit. To be eligible for continued disability benefits, the employee must not engage in outside employment and is expected to avoid activities that may delay recovery and a return to work.

- **Medical certification:** The employee must provide medical certification of the disability that includes the starting and expected ending date of the disability. This certification must be submitted to the Director of Human Resources. The enrolled carrier will determine disability.

- **Benefit payment:** The short-term disability benefit payment is 66 2/3 percent of the employee's base weekly wages calculated on average earnings in the previous six months. The benefit may be paid for a maximum of 12 weeks per calendar year. Payments are made once a week. The benefit is taxable income.

- **Return to work:** The employee must return to work when permitted by his or her health care provider. The employee must submit a fitness-to-return-to-duty clearance to the Director of Human Resources. An employee whose absence has been designated as FMLA (Family and Medical Leave Act) leave is eligible for reinstatement as provided by the FMLA.

(c) **LONG-TERM DISABILITY (LTD):** The long-term disability benefit is a source of income replacement for employees that protects the employee and his/her family when he/she becomes disabled and is unable to perform the material and substantial duties of his/her job. Once STD is exhausted LTD will begin.

- **Eligibility:** A regular, full-time employee who has completed six months of continuous employment and who is unable to work due to illness or injury (other than a self-inflicted injury) is eligible. An employee receiving workers' compensation or disability pay under

any state or federal plan is ineligible for this benefit. To be eligible for continued disability benefits, the employee must not engage in outside employment and is expected to avoid activities that may delay recovery and a return to work.

- **Medical certification:** The employee must provide medical certification of the disability that includes the starting and expected ending date of the disability. This certification must be submitted to the Director of Human Resources. The enrolled carrier will determine disability.

- **Benefit payment:** The long-term disability benefit payment is 66 2/3 percent of the employee's base weekly wages calculated on average earnings in the previous six months. The benefit may be paid for the period of disability or until age 65, whichever is sooner. Payments are made once a month. The benefit is taxable income and does not count as hours worked.

- **Return to work:** The employee must return to work when permitted by his or her health care provider. The employee must submit a fitness-to-return-to-duty clearance to the Director of Human Resources.

## Section 2 Buddy System

a. In case an employee has used all of his/her sick leave and is a member in good standing with Local 504, the qualified member may work his/her shift for a period of one year. If after completion of this one year period the employee is still unable to return to work, his/her case may be reviewed by Local 504 and if determined he/she would be back in six months the members may work another six months for the employee.

b. On retirement or death, 25% of accumulated F.W.D. shall be paid at his/her current rate of pay to the employee or his/her estate. In the case of retirement, the 25% cashout of the ninety (90) F.W.D. will be folded into the final average compensation for the purpose of computing the employee's pension.

c. After 3 F.W.D. sick leave days the employee will obtain a Doctor's Certificate to return to duty.

d. During the life of this Agreement, after an employee has accumulated ninety (90) F.W.D., the employer will pay the employee in cash 25% of all unused sick leave over ninety (90)

F.W.D. for the preceding twelve (12) months. It is understood by the Union that after payment of the 25% of sick leave days for the preceding year, the maximum accumulation for cash-out will revert back to ninety (90) F.W.D.

e. An employee will have the option to accumulate up to 130 F.W.D. sick leave credit as a safe guard toward the required 90 day accumulation. However, should the employee choose this option, he/she will not be eligible for the 25% cash-out of unused sick days until after he/she has accumulated 130 days; then the employee would be eligible for the 25% cash-out on accumulated sick days over 130, in the same manner as in Paragraph "d" above.

f. If the Director of Public Safety feels an employee is abusing their sick days, the Director of Public Safety may ask for and will receive a Doctor's Statement showing proof of employee's claimed illness; also the Director of Public Safety may meet with the Union to discuss the employee's problem.

### Section 3 Non-work Related Illness or Injury – Light Duty Status

a. The Employer shall allow Employees to perform light duty when recommended by his or her personal physician for up to a maximum of ten (10) eight (8) hour workdays (Monday through Friday, the same hours that Public Safety and/or City Hall is open to the public) for each original injury or original illness.

b. If the Employee is unable to return to full work duty within the ten (10) workdays of light duty and the Employee's light duty status is extended by his or her physician, then the Employee shall be placed on personal illness leave on the eleventh (11<sup>th</sup>) workday and be continued on personal illness leave until released by his or her personal physician to full active duty.

c. The Employee shall provide the Employer with a doctor's slip stating his or her restrictions and expected length of time that the Employee will be on light duty status.

d. The Employee shall be ambulatory and in uniform during the ten (10) days of light duty.

e. Nothing in Section 3 shall be construed to limit either the Employer's or the Employee's rights and obligations under the Family and Medical Leave Act, the Americans with Disabilities Act, and/or the Michigan Person's with Disabilities Civil Rights Act.

f. Employees returning to their regular duties from non-work related illness or disability shall not be allowed back to their regular duties until after they have submitted a physician's written statement releasing them to full active duty.

## ARTICLE #15. FUNERAL LEAVE

### Section 1 Funeral Leave

Funeral Leave shall apply within a five (5) consecutive calendar day period for an immediate family member and a three (3) consecutive calendar day period for other family members listed below. Funeral leave may coincide with the date of death or the date of the funeral, employee's choice.

### Section 2 Immediate Family

Immediate family is defined as follows: Spouse, father, mother, son or daughter, or step-child living with the employee. Other family members are as listed: Mother-in-law, father-in-law, sister, brother, grandparents, grandchild, daughter-in-law, son-in-law, or step-relative in the above categories or a member of the employee's household.

### Section 3 Pallbearer

An employee selected to be a pallbearer for a deceased fellow employee will be allowed up to one (1) F.W.D. with pay.

## ARTICLE #16. HOSPITAL AND MEDICAL INSURANCE

### Section 1 Hospital and Medical Insurance

All full-time employees are eligible for health care coverage. Coverage begins the first of the month following thirty (30) days after the employee's date of hire. For example, if a full-time employee begins employment on August 15, coverage will be effective on October 1. The City reserves the right to change any aspect of the carrier/medical plan anytime. Also included is a prescription drug rider.

The employee will contribute a specific dollar amount based on the hard caps listed under PA 152 of 2011 toward his/her annual medical benefits based on the coverage the

employee is enrolled in (single, two person, family). If the medical coverage cost is above the annual amounts, the employee will contribute toward his/her annual medical benefits. These contributions will be deducted from each employee's biweekly paycheck on a pretax basis. These numbers will be adjusted each October for the following year and will be followed per state law. These contributions will be deducted from each employee's paycheck once a month on the first paycheck of the month.

During the life of this Agreement, the Employer agrees to provide the following Delta Dental Insurance Plan or other equivalent coverage:

50/50 Dental Class I and Class II Plan; maximum coverage of eight hundred dollars (\$800.00) per person, per year.

During the life of this Agreement, the Employer will pay a maximum of forty dollars (\$40.00) per employee, per month, to Delta Dental or other equivalent provider, toward the premium cost.

Employees will be responsible for any premium cost above the maximum paid by the Employer.

## Section 2 Workers' Compensation

a. Each employee will be covered by the applicable Workers' Compensation Laws. An employee drawing Workers' Compensation pay for injury incurred in performance of duties for the City of Owosso, shall be paid by the City of Owosso the difference between his/her Workers' Compensation pay and his/her regular salary for a period not to exceed twenty-six (26) calendar weeks.

b. If and when an Employee is off work on Workers' Compensation as a result of an on-the-job injury, the Employer shall pay said Employee his/her regular pay in compliance with Article 17, Section 2, of the Labor Agreement.

c. It is further agreed that if the injured Employee received any Workers' Compensation checks, injured Employee will sign over said check to the Employer within twenty-four hours in compliance with Article 17, Section 2, of the Labor Agreement.

## Section 3 Life Insurance

The employer agrees to pay the full premium for a group term life insurance program with each employee insured face value of fifty thousand (\$50,000.00) with accidental death benefits of one hundred thousand dollars (\$100,000.00).

The employer will maintain a three thousand dollar (\$3,000.00) Retiree Life Insurance Plan.

#### Section 4 National Health Insurance

Should the Employer be obligated by law to contribute to governmentally-sponsored insurance program, national or otherwise, which duplicates the benefits provided by the employer under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the Employer not be obligated to provide double coverage and to escape such double payments, the employer shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmentally-supported insurance programs.

#### Section 5 Eye Care Coverage

Effective the signing of this Agreement, the Employer agrees to provide the following eye care coverage: full-service benefit plan, \$10.00 co-pay exam only, National Vision Administrators, L.L.C. (NVA) or other equivalent provider.

Effective the signing of this Agreement, the Employer will pay a maximum of Six Dollars and Seventy-Eight Cents (\$6.78) per employee, per month, to NVA or other equivalent provider towards the premium cost of such eye care coverage.

Employees will be responsible for any premium cost above the maximum paid by the Employer.

#### Section 6 Hospitalization Opt-Out

An eligible employee, covered by health insurance from another source, may elect to forego the City provided health insurance set forth in Section 1 above and receive, in lieu of such coverage, an annual stipend equal to one-half (1/2) of the single subscriber rate for the coverage set forth in Section 1 for each year the eligible employee has foregone the City provided health insurance. The stipend payment will be paid in the regular check on or about June 30 of each year and will be prorated on the basis of one-twelfth (1/12) of the stipend payment for each full month the eligible employee has foregone the City provided health insurance. For purposes of this Section, eligible



employees are defined as bargaining unit members who submit on a form provided by the City, evidence, satisfactory to the City of health insurance coverage from another source. Retirees, non-bargaining unit members and bargaining unit members whose spouse works for the City are not eligible for the program set forth in this Section. In the event an eligible employee elects to forego City provided health insurance coverage, the employee will be allowed to elect, once each year, to be re-covered by the City health insurance effective during the City's annual open enrollment period.

#### ARTICLE #17. STRIKE PROHIBITION

The Union will not engage in, or sanction, strike action during the life of this Agreement.

#### ARTICLE #18. UNION STEWARDS

Each shift shall have and be represented by a steward.

#### ARTICLE #19. DISCIPLINE

Section 1 The employer shall not discharge or discipline any employee except for cause.

Section 2 The Employer shall furnish any discharged or disciplined employee with a written statement of the charges and the reasons for such action.

Section 3 If the discharged or disciplined employee disagrees with the action taken by the Employer, the employee may initiate the grievance procedure within three (3) regularly scheduled working days of the discharge or discipline.

Section 4 In imposing any discipline on a current charge, the Employer will not take into account any prior infraction which occurred more than 24 months previously.

#### ARTICLE #20. GRIEVANCE PROCEDURE

Section 1 Grievance Procedure

For the purpose of this Agreement, “grievance” means any dispute regarding meaning, interpretation or alleged violations of the terms and provisions of this Agreement.

## Section 2

### Step 1.

If the Employee has a grievance and wishes to enter it into the grievance procedure, the grievant or the Steward must submit the grievance in writing to the Director of Public Safety within ten (10) calendar days of the occurrence of the condition(s) giving rise to the grievance in order for the matter to be considered grievable.

At the time the grievance is received, the Director of Public Safety shall sign and date the grievance and return a copy to the grievant and/or Steward of the Union. A meeting shall be held if requested by either party.

The Director of Public Safety shall give his/her written answer within ten (10) calendar days from the date of receiving the written grievance.

If the grievance is not resolved and the Employee wishes to carry the grievance further, the grievance may be appealed to Step 2 of this Grievance Procedure.

Any grievance submitted by the Employee or Steward at Step 1 of this Grievance Procedure shall be submitted on forms provided by the Union, dated and signed by the aggrieved Employee(s) and shall set forth the facts, dates, and provisions of the labor agreement that are alleged to have been violated and the remedy desired.

### Step 2.

(a) If the Director’s answer is not satisfactory and the Union desires to carry the matter further, the Union shall, within 15 calendar days following receipt of the Director’s answer, advise the Employer in writing that such answer is unacceptable, the reasons it is deemed to be unacceptable, and in the communication further advise that the matter is being referred to mediation. Within ten (10) workdays of such notification, the Director of Human Resources shall file a request for mediation through the Michigan Employment Relations Commission (MERC). A copy of which shall be forwarded to the Union Vice-President. If the Commission is unable to hear the grievance within 15 workdays from receipt of the request for mediation for any reason, either party may demand to proceed to the next step of the grievance procedure. Such demand by

either of the parties shall not prohibit the parties from holding a mediation hearing with MERC prior to arbitration if mutually agreed.

(b) The mediation hearing shall be governed by the following rule:

1. The grievant shall have a right to be present at the Mediation Hearing as well as a IAFF representative;
2. Each party shall have one principal spokesperson;
3. Outside lawyers or consultants shall not participate in a mediation hearing;
4. Any documents presented to the mediator shall be returned to the respective parties at the conclusion of the hearing;
5. Proceedings shall be informal in nature. The presentation of evidence is not limited to that presented at earlier steps of the grievance procedure. The rules of evidence shall not apply and no formal record of the mediation hearing shall be made;
6. The mediator shall have the authority to meet separately with any person or persons provided their chief spokesperson is present, but will not have authority to compel a resolution of a grievance;
7. If no settlement is reached, the mediator **may** provide the parties with a verbal advisory;
8. The mediator shall state the grounds for his/her advisory;
9. The mediator shall have no power to alter or amend the terms of the Collective Bargaining Agreement;
10. The advisory of the mediator shall not be submitted as evidence if the grievance is later heard by an arbitrator.

Step 3.

(a) In the event the grievance is not resolved at Step 2, the Union or Employer may, within thirty (30) calendar days following a Step 2 mediation, submit the grievance to arbitration. Written notice to the Employer or the Union shall constitute a request for arbitration.

The Employer and the Union shall, within seven (7) calendar days after notice of the arbitration has been given, attempt to mutually select an arbitrator. If the parties fail to select an arbitrator, the Michigan Employment Relations Commission (MERC) shall be requested by

either party or both parties to provide a panel of arbitrators pursuant to its rules then in effect. Parties shall attempt to select an arbitrator from this panel within ten (10) calendar days. The Union and the Employer shall make alternate strikes from the panel list. If there is no selection from the list, MERC shall appoint the arbitrator.

The rules of MERC apply to all arbitration hearings. The arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony argument, and submission of briefs. The decision of the arbitrator shall be final and binding on all parties.

Fees and authorized expenses for the arbitrator shall be shared equally by the Employer and the Union.

The arbitrator shall have no authority to add to or subtract from, alter, change or modify any of the provisions of this Agreement.

The arbitrator may make no award which provides the Employee compensation greater than would have resulted if there had been no violation.

(b) Failure of the grievant or Union to appeal any decision within the specified time limits, or any extension thereof as may be mutually agreed to in writing, shall be deemed a withdrawal of the grievance and shall bar further action or appeal. Any grievance upon which a disposition is not made by the Employer within the time limits prescribed, except as otherwise provided, or except within any extension of time which may be mutually agreed to in writing, may be referred to the next step in the Grievance Procedure. The time limit will run from date when time for disposition expired.

Steps of the Grievance Procedure may be waived upon written consent of the parties. The grievant may withdraw a grievance at any step of the procedure. The grievance(s) so withdrawn shall not be reinstated. Time limits herein provided for may be extended upon written consent of the parties.

Saturday and Sunday shall be excluded from the Grievance Procedure time limits.

(c) All claims for back wages shall be limited to the amount of wages that the Employee would otherwise have earned less any unemployment compensation or compensation for personal services that would have been earned per regular scheduled work days.

## ARTICLE #21. UNIFORM PROVISIONS

The employer shall furnish the following uniforms as needed:

1. House uniform – dress shirt and pants
2. Dress uniform – dress hat and winter coat.
3. Turnout Gear – boots, bunker pants and suspenders, coat, nomex hood, gloves and helmet, as approved by NFPA.
4. T-shirts – 2 t-shirts per Employee per year.
5. Cleaning and Repair – House and dress uniforms, and turnout gear.

The employer will furnish each Bargaining Unit member around the first pay period in December a one hundred dollar (\$100.00) equipment allowance, issued in the employee's regular paycheck. The one hundred dollar (\$100.00) equipment allowance shall cover employee equipment purchases made from July 1 through June 30.

## ARTICLE #22. SEPARABILITY

### Section 1 General

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

### Section 2 Distribution of Agreement

A copy of this Agreement shall be distributed by the City to all employees in the department.

## ARTICLE #23. LOSS OF SENIORITY

An employee shall lose his/her seniority for the following reasons only:

1. He/she quits.
2. He/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement.

3. He/she is absent for three (3) consecutive working days without notifying employer. In proper cases, exceptions shall be made. After such absence, the employer will send written notification to the employee at his/her last known address that he/she has lost his/her seniority and his/her employment has been terminated. If the disposition made of any such case is not satisfactory the matter may be referred to the grievance procedure.
4. If he/she does not return to work when recalled from layoff. In proper cases, exceptions shall be made.
5. Return from sick leave and leaves of absence will be treated the same as (3) above.
6. He/she retires.
7. He/she is not recalled to work after layoff within the length of his/her service or four (4) years whichever is lesser.

#### ARTICLE #24. VETERANS

Reinstatement of seniority employees. Any employee who is called into active service in the armed forces of the United States, upon the termination of such service, shall be offered re-employment in his/her previous position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so; in which event he/she will be offered such employment in the line with his/her seniority as may be available which he/she may be capable of doing at the current rate of pay for such work, provided he/she reports for work within ninety (90) days of the date of such discharge or one hundred and twenty (120) days after hospitalization continuing after discharge.

#### ARTICLE #25. LEAVE OF ABSENCE

Should a situation arise that temporarily prevents an employee from working, the employee may be eligible for a personal leave of absence without pay. Employees must be employed for twelve (12) months before the requested leave.

A request for a leave of absence without pay must be submitted in writing as far in advance as possible and will be reviewed on a case-by-case basis by the Director of Public Safety and the Director of Human Resources. The decision to approve or disapprove is based on the circumstances; the length of time requested; the employee's job performance, attendance and punctuality record; the reasons for the leave; the effect the employee's absence will have on the

work in the Fire department and the expectation that the employee will return to work when the leave expires.

Leaves of absence will be considered only after all vacation time (and in some instances sick time) has been exhausted. While on a leave of absence without pay, time for pension purposes will not accrue. The duration of a leave of absence, if granted, is according to the following schedule:

<b>Length of Service</b>	<b>Allowable Leave of Absence (# of months without pay)</b>
Less than 5 years	6 months
5 years or more	12 months

An employee will not receive holiday pay while on an unpaid leave of absence.

While on a personal unpaid leave of absence, an employee's medical coverage will end on the first day of the month following the start of such leave. An employee will have the opportunity of continuing benefits for a maximum period of eighteen (18) months by paying the monthly premiums as required by COBRA legislation. Unemployment Insurance benefits cannot be collected while on a leave of absence without pay.

Any scheduled salary increase for an employee returning from an approved unpaid leave of absence will be deferred by the length of the leave.

Due to the nature of our business, the City cannot guarantee either that an employee's job will remain available or that a comparable position will exist when return from an unpaid leave is sought. When an employee is ready to return from a leave of absence without pay, the City will attempt to reinstate the employee to the employee's former position or to one with similar responsibilities. If the position or a similar position is not available, the employee will be terminated.

An employee who returns to work following an unpaid leave will be considered as having continuous service. If an employee does not return from an unpaid leave of absence, the termination date is the last day of the authorized leave period or the date the employee notifies the supervisor/manager the employee is not returning, whichever is sooner. Such employees may be considered for reemployment.

An employee who secures employment from another employer or who becomes self-employed without the prior approval of the City of Owosso while on an approved leave of absence shall be deemed to have voluntarily terminated employment with the City. An employee's failure to return to work at the end of a leave of absence will result in termination of employment.

## ARTICLE #26

### Section 1 Vacation Payments

If an employee dies during his/her employment with the City of Owosso his/her estate shall receive a cash payment for any accrued vacation credits. If an employee is scheduled to be laid off the employer shall grant any unused vacation credits including those accrued in the current year prior to the effective date of layoff. A recalled employee who received credit at the time of the lay off shall have such credit deducted from his/her vacation the following year. If an employee retires he/she shall make every attempt to schedule prior to the effective date all unused and accrued vacation credits.

### Section 2 Vacation Rate

Rate during vacation: Employees will be paid at their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.

### Section 3 Payments of Sick Leave at Retirement

Vacation, sick leave, life insurance, hospitalization insurance, and all other benefits will terminate at the date of employee's normal retirement as defined by Employee's Retirement Ordinance of the City of Owosso; except the \$3,000.00 retiree life insurance policy.

## ARTICLE #27. RATIFICATION

The Union agrees to submit this Agreement to the employees of the bargaining unit covered by this Agreement for ratification by them and its local union will recommend to the employees that it be ratified.



Closing Clause. Anything not brought up at the negotiations shall not be a subject for debate and shall remain in the contract as written.

ARTICLE #28. TERMINATION OR MODIFICATION

Notice of termination or modification. Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union:

President, I.A.F.F. Local 504  
202 South Water Street  
Owosso, Michigan 48867

And if to the Employer Addressed to:

City Manager  
City of Owosso  
301 West Main Street  
Owosso, MI 48867

or to any such address as the Union or the Employer may make available to each other.

ARTICLE #29. DURATION

Section 1 Duration

This Agreement shall be effective upon ratification by both parties and signatures received on the revised contract and shall remain in force and effect to and including June 30, 2018.

Section 2 Future Negotiations

The parties agree that, commencing not later than March 1, 2015, they will undertake negotiations for a new agreement for succeeding period.

Section 3 Extension

In the event that negotiations extend beyond the said expiration date of this agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new contract, subject to termination by either party on sixty (60) days written notice.

Section 4. Bargaining Committee

The Bargaining Committee of the Union shall not consist of more than four (4) employees of the Union, one (1) of which shall be the Unit Chairperson. The Union shall advise the Employer in writing at least two (2) weeks prior to the first bargaining session of the names of the members of the committee.

ARTICLE #30. Waiver Clause

It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior Agreements and understandings, oral or written, express or implied between such parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder, or otherwise.

The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargaining collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE #31. RESERVE FIRE FIGHTERS

The City shall continue to have the right to employ reserve fire fighters. Reserve fire fighters are excluded from the Bargaining Unit and are not covered by any provisions of this Collective Bargaining Agreement.

In the event of a call-back to work or the scheduling of work to cover a City-determined staffing shortage, the work will first be offered to full-time department employees. In the event insufficient personnel are available, the City may utilize reserve fire fighters. This provision does not apply to call-outs for fire emergency situations. It is being understood that the City will respond to fire emergencies in a manner and with the personnel it deems appropriate.

Reserve fire fighters shall work under the supervision of the Director of Public Safety or assigned departmental personnel.

#### ARTICLE #32. LICENSE AND CERTIFICATION

All present full-time employees and all future full-time employees covered by this Agreement shall be required as a condition of employment to maintain all active licenses and certifications that are required by the Employer, no later than twelve (12) months after the effective date of this Agreement.

Any full-time employee who does not acquire the required license and certification within the above time period, and continue to maintain said licenses and certifications thereafter may be subject to corrective disciplinary action by the employer up to and including discharge.

Any employee disciplined for failure to maintain the proper license and certification required by the Employer may grieve said discipline.

Employees participating in job related course, the employer will pay cost for tuition, books, etc., for such approved courses. The employer will schedule the attendance of these training programs so all employees will have equal opportunity to attend.

#### ARTICLE #33. SPECIAL CONFERENCE

(a) Special Conferences for important matters will be arranged between the Unit Chairman and the Employer or its designated representative upon the request of either party. Such meetings shall be between two (2) representatives of the Bargaining Unit. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the special conferences shall be confined to those included in the agenda. Conferences shall be held between the hours of 9:00 a.m. and 4:00 p.m. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the International Union.

(b) The Union representatives may meet at a place designated by the Employer on the Employer's property for at least one-half (1/2) hour immediately preceding a meeting with the representatives of the Employer for which a written request has been made.

ARTICLE #34. NEWLY CREATED POSITION

(a) In the event the Employer creates a new Job Classification in the Fire Department, employees shall be given the opportunity to transfer on the basis of seniority and qualifications. In such case, the newly created Job Classification shall be posted within the Department for seven (7) calendar days.

(b) When the Employer creates a new Job Classification within the Fire Department, the Employer will notify the Union prior to establishing the classification and pay rate structure. In the event the Union does not agree that the pay rate is proper, it will be subject to negotiations.

ARTICLE #35. HOLD HARMLESS CLAUSE

The City of Owosso agrees to indemnify and hold harmless all members of the City of Owosso Fire Department from and against all claims or suits based on negligence for damages, costs, losses and expenses arising out of the defense of all actions taken by a fire fighter and/or an Emergency Medical Technician during the course of and in performance of their official duties, provided the fire fighter or emergency medical technician has acted in accordance with established departmental rules, regulations and procedures. Said indemnification shall include destruction of property of another, negligence or any other cause of action which is a result of action required to be taken by a member of the Owosso Fire Department during the course of and arising out of the performance of his/her duties as a member of the Department. The indemnification shall take the form of insurance coverage, including defense and payment of judgments or settlements, or by provision of legal counsel, costs, and payment of judgments or settlement. The decision to insure or self-insure shall be within the sole discretion of the City. This provision shall not apply to any claims or suits resulting from intentional wrong doing or gross negligence on the part of a member of the City of Owosso Fire Department.

ARTICLE #36. PERSONNEL ASSIGNMENTS

The Employer shall continue to have the right to assign Fire Department personnel new and/or additional fire-related duties in addition to those currently assigned.

ARTICLE #37. AMERICANS WITH DISABILITIES

The parties recognize their responsibilities under the Americans with Disabilities Act and Family Medical Leave Act. All provisions shall be subject to accommodation requirements of the Americans with Disabilities Act and Family Medical Leave Act.

ARTICLE #38. COLLEGE INCENTIVE

The Employer will reimburse out of pocket tuition cost only for college accredited courses to a maximum of five hundred dollars (\$500.00) per Employee per fiscal year, capped at a total of two thousand dollars (\$2,000.00) for the Bargaining Unit per fiscal year. This college reimbursement shall be paid for a grade C or above only. Requests for college reimbursement shall be made within twenty-one (21) calendar days after completion of the course. The date of submission for the reimbursement shall be used in determining eligibility for payment. Request for college reimbursement shall be for Fire Science courses or related fields only.

ARTICLE #39. SECTION 125 FLEXIBLE SPENDING ACCOUNT PLAN

Employees may elect to have a certain dollar amount transferred from his/her paycheck into a special account to pay for expenses as they occur. This money is taken from the employee's gross pay prior to taxes. The employee saves by not having to pay federal and most state and local taxes on the amount he/she set aside. Employees can pay for eligible out-of-pocket health care and dependent care expenses with pre-tax dollars. A flex plan is a Section 125 Plan, which provides tax savings by reducing employee medical premiums and employee elected dollars for out-of-pocket health care expenses and dependent care expenses from the employee's gross salary prior to calculation of federal income and FICA taxes, as allowed under Internal Revenue Code (IRC) Section 125. Each employee's participation is purely voluntary. To enroll an employee must:

1. Complete an Agreement to Participate, this agreement helps the employee determine the contribution to be placed into the flex account during the plan year.

2. Each pay period this amount is deducted from the employee's pay prior to deducting federal income tax and social security tax.

3. As applicable expenses occur, the employee is reimbursed with the monies in his/her account.

To get reimbursed for eligible expenses, the employee submits a simple reimbursement form and attaches the appropriate receipt. If the charges are applicable according to IRS code, the employee is reimbursed with the funds in his/her account. All applicable charges are defined by the IRS. Any funds left in the account at year end are lost. There are two types of reimbursement accounts:

1. Medical Reimbursement: This can be used to pay for qualified medical costs and health care expenses that insurance does not pay. Examples include: podiatrist, chiropractor, deductibles, co-pays, office visits, prescriptions, hearing aids, glasses, contact lenses, orthodontic, diabetic supplies, birth control devices, therapy, physical impairment needs, smoking cessation programs, etc. An employee may elect to contribute up to \$2,500 in the account. Any leftover money will be forfeited.

2. Dependent Care Reimbursement: This can be used to pay for eligible dependent care expenses such as child care for children under age 13 or children who are physically or mentally incapable of self-care and, in some cases, elder care, so that the employee (and his/her spouse, if he/she is married) can work, look for work, or attend school full-time. A single parent or a married couple filing jointly can elect up to \$5,000 per family, while a married person filing separately can elect up to \$2,500. This is a pay as you go account. Reimbursements are not made until funds are available. The child care provider must claim payments as income. Any leftover money will be forfeited.

An employee may change his/her annual election if he/she has a qualified change in status (marriage, birth, adoption, death or divorce). The change in status must correlate with the event and be made within 30 days of the event.

#### ARTICLE #40. MANAGEMENT RIGHTS

(a) Except as in this Agreement otherwise specifically and expressly provided, the employer retains the sole and exclusive right to manage and operate the city in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment, and machines required to provide such services; to establish classifications of work and the number of personnel required; to determine the nature and number of facilities and departments to be operated and their location; to direct and control operations as in the past, to study and use improved methods and equipment, and in all respect to carry out the ordinary and customary functions of management, provided, however, that these rights shall not violate any specific provision of this Agreement.

(b) Except as in this Agreement otherwise specifically and expressly provided, the employer shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge, for just cause, layoff and recall personnel; to establish reasonable work rules and determine reasonable penalties for violations of such rules; to make judgments as to ability and skill; to determine work loads, to establish and change work schedules, to provide and assign relief personnel, provided, however, that these rights shall not violate any specific provision of this Agreement.

(c) The Union agrees that the employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

#### ARTICLE #41. DRUG AND ALCOHOL ABUSE POLICY

(a) During the life of this agreement, it is understood and agreed b the Union and the City that Bargaining Unit Employees shall abide by the terms of the City of Owosso's Anti Drug and Alcohol Policy and Procedures not to exceed that which State and Federal statutes require.

(b) The City reserves the right, based upon a reasonable suspicion, to have appropriate quality assured control test administered to Employees to determine usage or being under the influence of controlled substances or alcohol violating the Anti-Drug and Alcohol Policy and Procedures.

The City strictly prohibits the manufacture, unauthorized use or possession, sale or distribution of drugs by its employees on City premises (including parking lots and in City vehicles) or during work time. Compliance with this policy is a condition of employment. Violation of this policy will result in discipline up to and including discharge.

The Union acknowledges that its members are employed in a safety sensitive position and that its members or citizens could be placed in jeopardy by an employee's use of drugs/alcohol. Therefore, it is agreed that an employee will be required to submit to a blood and/or urinalysis examination for the purpose of detection of the employee's use of unauthorized prescription drugs, illegal drugs, controlled substances, and/or alcohol in the following circumstances:

1. If the City has a reasonable suspicion that the employee in question is:
  - a. Under the influence, impaired or otherwise affected by the use of drugs/alcohol, while on duty, or
  - b. Is currently possessing on City premises unauthorized drugs/unlawful alcohol, or
  - c. Has sold or distributed drugs on or off City premises or attempted the same;
2. When an employee is involved in a vehicular accident which results in death, serious injury or serious damage to property.
3. As a part of a routine schedule physical examination;
4. Upon return from a leave of absence of thirty (30) days or more;
5. During random periods

The City agrees to treat all information received relating to an alleged employee's involvement with drugs/alcohol as confidential and will only transmit such information to those individuals who need to know.



**SUPPLEMENT A - WAGE SCALE**

	<b>2.5%</b> <b>7/1/15</b>	<b>2%</b> <b>7/1/16</b>	<b>2%</b> <b>7/1/17</b>
<b>Probationary Firefighter</b> <b>0-12 mos</b>	\$ 14.32	\$ 14.61	\$ 14.90
<b>Firefighter 1</b> <b>12-24 mos</b>	\$ 14.73	\$ 15.02	\$ 15.32
<b>Firefighter 2</b> <b>24-36 mos</b>	\$ 15.14	\$ 15.44	\$ 15.75
<b>Firefighter 3</b> <b>36+ mos</b>	\$ 15.94	\$ 16.26	\$ 16.58
<b>Inspector, Mechanic, Training Coordinators</b>	\$ 16.51	\$ 16.84	\$ 17.18
<b>Lieutenant</b>	\$ 17.00	\$ 17.34	\$ 17.69
<b>Captain</b>	\$ 18.28	\$ 18.64	\$ 19.01

During the life of this Agreement, each employee will be paid \$750.00 per year (for the upcoming fiscal year) food allowance on or about the first pay period in July.

**LONGEVITY**

Years of Continuous

Service Completed

0 - 5	None
6 - 10	\$400.00
11 - 15	500.00
16 - 20	600.00
Over 20	700.00

to be paid on or about thirty (30) days after anniversary date. Longevity commences on completion of the fifth year. During retirement year, longevity shall be pro-rated for portion of year worked.

**SUPPLEMENT B – FAMILY AND MEDICAL LEAVE ACT (FMLA)**

In accordance with the Family and Medical Leave Act (FMLA), an employee who has been employed by the City of Owosso for twelve (12) consecutive months (and has worked 1250 hours during those months) may take a leave of absence for up to a total of twelve (12) weeks during any 12-month period for the following reasons:

- His/her own health condition;
- To care for a child, spouse or parent who has a serious health condition;
- Birth of a child;
- The placement of a foster or adoptive child with the employee; or
- A qualifying exigency.

The City utilizes a "rolling" 12-month period for purposes of computing the amount of remaining leave an employee has available to use at any given time. Thus, an employee's current entitlement to leave is based on how much FMLA leave the employee has taken in the preceding 12 months, as measured backwards from the date the currently requested leave would commence. For example, if an employee has taken eight weeks of leave during the past 12 months, an additional four weeks of leave could be taken.

1. Employees anticipating the need for a leave pursuant to the FMLA are requested to provide at least thirty (30) days advance written notice of a need for the leave. If it is not possible for the employee to provide thirty (30) days advance notice for a foreseeable leave, based upon the circumstances, the employee should provide advanced notice as soon as practicable, on the same day or the next business day. An employee's notice of FMLA leave should include:

- The employee's statement asserting the need for leave
- The reason for the need for leave
- The anticipated duration of the leave
- The anticipated start of the leave

2. When the need for FMLA leave is foreseeable at least thirty (30) days in advance, and the employee fails to provide notice, without a reasonable excuse, the City reserves the right to delay FMLA coverage for thirty (30) days after the employee actually provided notice.

3. Employees needing to initiate FMLA leave where the approximate timing of the leave is not foreseeable, the employee must provide notice to the employer as soon as practicable. It is expected that the employee will provide the notice for an unforeseeable leave, however, in emergency situations notice may be given by a spokesperson for the employee.

4. When the necessity for the leave is foreseeable based upon planned medical treatment, employees are required to make a reasonable effort to schedule the treatment so as to not unduly disrupt the operations of the City of Owosso.

5. The family or medical leave can be taken intermittently or on a reduced work schedule when there is a medical necessity.

6. Employees requesting a medical leave for a serious health condition, including intermittent or reduced schedule leaves, must provide certification of the serious health condition of the employee or eligible family member which includes the following:

- A. The date on which the serious health condition began;
- B. The probable duration of the condition;
- C. Appropriate medical facts regarding the condition; and
- D. The name, address, and telephone number of the health care provider.

Such certification shall be on a form approved by the U.S. Department of Labor. An employee requesting leave should return his or her medical certification for FMLA leave within fifteen (15) calendar days.

If the Employer questions the need for the leave or the adequacy of the medical certification, it shall have the right to obtain a second opinion, at the employer's expense. If the two health care providers' opinions differ, a third opinion from a health care provider may be

requested by the employee mutually agreed upon by the employer and the employee, which opinion shall be paid for by the employer and will be final and binding on the parties.

7. The employer may require periodic re-certification from the employee during the leave period. Furthermore, if the leave is necessitated by the employee's own serious health condition, the employee will be required, before his or her return to work, to provide medical certification that he/she is able to resume work.

8. There shall be no loss of seniority or accrued benefits during the period of FMLA leave. Health insurance benefits shall be maintained during the FMLA leave at the same level and conditions as if the employee had continued to work. Employees will be asked to utilize any accrued paid time-off as part of the twelve (12) week period granted for any of the reasons set forth above.

9. The employee shall accrue seniority while on an FMLA leave.

10. An employee on FMLA leave who desires to return to work must notify the Human Resources Director, in writing, at least seven (7) calendar days prior to the return date.

11. An employee who has been absent for medical reasons must obtain a return to work release from his/her physician which must certify the employee is fit for duty without restriction or specify the type, nature and duration of any work restriction, if applicable.

12. An employee on FMLA leave for twelve (12) weeks or less shall be returned to work either to the position he/she held prior to taking the leave, or to an equivalent position. An employee is returned to his/her position with the same rights the employee would have had if he/she had been continuously employed during the FMLA leave. An employee is not entitled to any greater rights or benefits than he/she would have been entitled had he/she not taken the leave.

13. An employee seeking to return to work with medical restrictions shall be returned to work in line with his/her seniority to an available position, if any, which the restricted employee is capable and qualified to perform. If an employee cannot be placed in a suitable position, the employee will be placed on continued leave status until an appropriate

accommodation can be made, up to a maximum of twelve (12) months. Nothing in this provision is intended to preclude the rights and obligations of either the employee or the City of Owosso under the American with Disabilities Act (ADA) and related state law.

14. Once an employee has expended his/her full 12-week allotment of leave time, he/she is no longer entitled to the benefits and protections of this Section, which include, but are not limited to, the right to continued health insurance benefits and the right to be returned to his/her prior position or an equivalent position. An employee's failure to return to work at the expiration of FMLA leave may result in termination of employment.

15. If an employee on FMLA leave fails to return to work, and the reason for the failure to return to work is due to circumstances within the employee's control, such employee shall reimburse the City of Owosso for the health insurance premiums paid on behalf of the employer during his or her leave.

If an employee is the spouse, son, daughter, parent, or next of kin of a “covered service member” in the military, who is suffering from a “serious injury or illness,” he/she is entitled to take up to twenty-six (26) weeks of leave during a single twelve (12) month period to care for the “covered service member.” This twelve (12) month period begins on the first day the eligible employee takes this military caregiver leave to care for a covered service member, and not on the “rolling” basis described in the first portion of this exhibit. Any other leaves taken under FMLA during the twelve (12) month period, other than military caregiver leave, are considered in calculating how much leave the employee has available, up to twenty-six (26) weeks. The employee will be required to provide certification that the “covered service member’s” serious injury or illness was incurred in the line of duty on active duty.

An employee may take up to twelve (12) weeks of FMLA leave for a “qualifying exigency” that arises when a spouse, parent or child is on or has been called to active duty. The availability of this twelve (12) weeks of qualifying exigency leave will be based upon the “rolling” twelve (12) month period described above. A qualified exigency leave can be taken for: (1) Short-Notice Deployment, (2) Military Events, (3) Childcare and School Activities, (4) Financial and Legal Arrangements, (5) Counseling, (6) Rest and Recuperation, (7) Post-

Deployment Activities, and (8) Other events that arise out of the active duty or military call-up, where the employer and employee agree that such leave shall qualify as an exigency, and agree to the timing and duration of the leave. The employee will be required to provide certification of a qualifying exigency leave, on the first occasion that an employee requests such leave.

The above FMLA benefits are in coordination with other leave of absence benefits provided by the City of Owosso. To the extent that any provision of this Section conflicts with the FMLA, the language of the Act will prevail.

### **SUPPLEMENT C - SERVICE REWARD**

All union members may contribute to the Employee Service & Recognition Committee Fund, up to \$2 per pay period. This contribution will allow the employee the opportunity to attend the employee awards banquet at no charge. If an employee retires and has been contributing to the Employee Service & Recognition Committee Fund a retirement party will be planned to honor the employee.

### **SUPPLEMENT D - HEALTHCARE TASKFORCE**

The parties agree that the City of Owosso's Healthcare Taskforce is the preferred method for resolving healthcare benefit issues between the City and its employees. As such we remain committed to the collaborative process of controlling healthcare costs and managing benefit levels. The Taskforce, which is comprised of members of both labor and management, operates through group consensus on all decisions. It is understood that an individual Union group's decision to opt-out of the Taskforce, or the Taskforces' decisions, does not limit the ability of the remaining groups to continue with the collaborative process.

**SUPPLEMENT E – APPOINTMENT OF FINANCIAL MANAGER**

This collective bargaining agreement contains language that is required under section 15(7) of the Public Employment Relations Act. Inclusion of the language does not constitute a waiver of the union’s right to raise Constitutional and/or other legal challenges to the validity of: (1) appointment of an Emergency Financial Manager; (2) PA 4 of the 2011 (Local Government and School District Fiscal Accountability Act); or (3) any action of an Emergency Financial Manager which acts to reject, modify, or terminate the collective bargaining agreement.

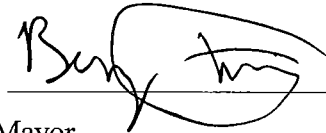
In witness whereof, the parties hereto have caused this instrument to be executed upon ratification and signing by both parties.

LOCAL 504, I.A.F.F.

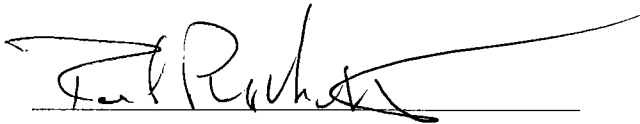
CITY OF OWOSSO



President



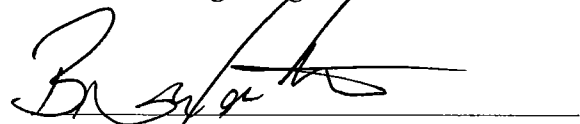
Mayor



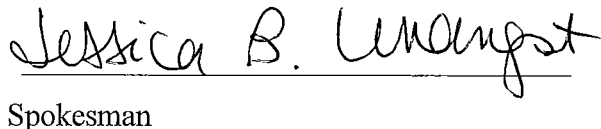
Member of Bargaining Committee



City Clerk

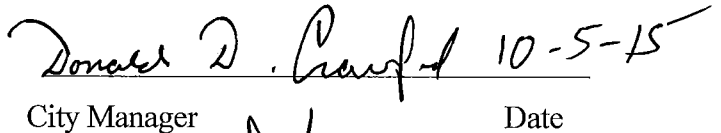


Member of the Bargaining Committee



Spokesman

Approved as to substance:



City Manager

Date

Approved as to form:



City Attorney

Date

Approved by City Council:

September 8, 2015

Date



301 W. MAIN OWOSSO, MICHIGAN 48867-2958 · (989) 725-0568 · FAX (989) 725-0526

LETTER OF AGREEMENT  
Between  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 504  
And  
THE CITY OF OWOSSO

This Letter of Agreement is hereby made between International Association of Fire Fighters Local 504 (IAFF), (hereinafter referred to as the union), and the City of Owosso (hereinafter referred to as the employer) that, effective September 8, 2015, the union and the employer agree to the following:

The Fire Training Officer must complete the requirements for Instructor I as defined by the Bureau of Fire Services Office of Fire Fighter Training within two (2) years of his/her appointment to the position. The employee currently in the position will have two (2) calendar years from the implementation of this LOA to complete the requirements for Instructor 1 as defined by the Bureau of Fire Services Office of Fire Fighter Training. The employer shall cover the cost of training, certification, and licensure for the duration of their appointment.

This agreement can be terminated by either party, with or without cause, upon thirty (30) days written notification to the other party.

This Letter of Agreement shall be signed by the parties' authorized representatives.

Kevin Lenhart  
City of Owosso  
Public Safety Chief

9-23-15  
Date

[Signature]  
IAFF Local 504 President  
President

9-25-15  
Date