

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF MARQUETTE**  
**AND**  
**MARQUETTE FIREFIGHTERS ASSOCIATION**  
**LOCAL #643**

Effective

October 1, 2016 – September 30, 2020



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## **COLLECTIVE BARGAINING AGREEMENT**

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of October 2016, by and between the CITY OF MARQUETTE, MICHIGAN, a Municipal Corporation, hereinafter referred to as the "CITY" and LOCAL 643 of the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, hereinafter referred to as the "UNION".

### **ARTICLE 1 - PURPOSE OF AGREEMENT**

It is the purpose and intent of this Agreement to set forth herein the basic agreement covering rates of pay, hours of work, and conditions of employment to be observed by the parties hereto. It is also the purpose of this Agreement to achieve and maintain harmonious relations between the "City" and the "Union"; to provide for equitable and peaceful adjustment of differences which may arise, and to promote the morale, well-being, and the security of the employees.

### **ARTICLE 2 - RECOGNITION CLAUSE**

The "City" recognizes the "Union" as the sole and exclusive bargaining agent for all non-probationary firefighters except for the Fire Chief.

### **ARTICLE 3 - DUES CHECK-OFF**

The "City" agrees to deduct, once each month, dues and assessments in an amount certified to be current by the Secretary/Treasurer of the "Union" from the pay of those employees who individually request in writing that such deductions be made.

To the extent allowed by law, the "City" further agrees to withhold from employee's pay, special assessments with proper authorization from the employee, and remit the same to the "Union" Treasurer.

The total amount of deductions shall be remitted each month by the "City" to the "Union" Treasurer.

### **ARTICLE 4 - UNION SECURITY**

Agency shop. Any employee who is not a member of the "Union" and who does not make application for membership shall, as a condition of employment, pay monthly to the "Union" service fees equivalent to any dues uniformly required of the members of the "Union" as a contribution toward negotiations and contract administration.

### **ARTICLE 5 - UNION ACTIVITY**

There shall be no discrimination, interference, restraint, or coercion by the "City" against any employee covered by this Agreement for his "Union" membership or activities.

Union members may be selected to attend a "Union" sponsored or co-sponsored event. A maximum of one-hundred twenty (120) working hours shall be allowed per fiscal year for such leave.

The Executive board of the "Union" shall give written notice to the Fire Chief two weeks prior to the event. The use of "Union" hours will not result in the implementation of minimum manning. Approval of use of these hours will not be unreasonably withheld by the Fire Chief.

The representative shall be allowed time off without loss of time or pay to attend. Employees may not take time off from work which is not authorized by the terms of this Agreement, except mutually agreed to by both the "City" and the "Union".

#### **ARTICLE 6 - DEPARTMENT RESPONSIBILITIES**

The Department agrees to provide Fire Prevention, Basic Rescue Service, Fire Suppression, Routine Building, Vehicle and Equipment maintenance, and other fire related services to the citizens of the City of Marquette. Community service activities will be performed with adequate man power which is to be determined by the Fire Chief. Fire protection will also be provided in other areas where mutual aid agreements have been signed by the parties.

The "City" agrees to provide its fire fighters adequate training and education to enable them to carry out their assigned duties. The "City" further agrees to provide at its expense, all training required by State and Federal Law, and by the Michigan Fire Fighters Training Council, and these standards are hereby incorporated by reference in this agreement.

Whenever training or education required by this article, is scheduled during a fire fighters duty day, that fire fighter will be released from duty with pay to attend such training or education. Fire fighters under this article must work their regular shift prior to attending training or education, and return to duty promptly upon completion of that training or education. When training takes place during a duty shift, any time off hours must be pre-approved by the Fire Chief.

All fire fighters required to attend training or education outside of their regularly scheduled work shift shall be compensated with compensatory time at the rate of one-and-one-half hours for each hour worked.

#### **ARTICLE 7 - LABOR-MANAGEMENT COMMITTEE**

There shall be a Labor-management Committee consisting of at least two (2) "Union" representatives and at least two (2) "City" representatives. The Union's committee shall consist of a minimum of two officers of the Union. The City's committee shall consist of at least the Fire Chief and Human Resources. The purpose of this committee shall be to attempt to amicably resolve issues of mutual concern.

The committee shall meet at the request of either party or when deemed necessary by either party to discuss all matters of mutual concern. The committee shall have the authority to make recommendations to the "Union" and the "City".

**ARTICLE 8 - MANAGEMENT RIGHTS**

The "City" on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, the City Charter, the Michigan Code and any modifications made thereto, and any resolutions passed by the city-elected officials or rules and regulations of appointed officials. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically limited in the contract, are reserved to and remain vested in the "City".

**ARTICLE 9 - LAYOFF DEFINED**

The word "layoff" means a reduction in the workforce. In the event it becomes necessary for a layoff the employer will provide sixty (60) calendar day notice of layoff. The employer will meet with the executive board of the union and make available the names of the affected employees to be laid off.

When a layoff takes place employees still on probationary status will be laid off first. Thereafter, employees having seniority shall be laid off in the inverse order of their seniority, i.e., the least senior employee on the seniority list being laid off first.

Layoff/Recall-When the work force is increased after a layoff, employees will be recalled according to their seniority. The most senior employee on layoff being recalled first. Certificate of mailing will be used to contact the employee who is on layoff.

**ARTICLE 10 - MAINTENANCE OF CONDITIONS**

Wages, hours, and conditions of employment including, but not limited to, benefits, policies, procedures and administration of fringe benefits and pension plans in effect at the execution of this agreement shall, except as improved herein, be maintained during the term of this Agreement. No employee shall suffer a reduction in such benefits as a consequence of the execution of this Agreement, whether those benefits be procedural or substantive.

**ARTICLE 11 - PROMOTIONS AND POSTING**

All posted promotional opportunities and newly created positions will be filled by the promotion procedure. Employees interested shall apply by completing the appropriate form in the Human Resources Department.

Posting and testing for promotion, wherever possible, will be started three (3) weeks prior to the position opening.

**POSTING OF PROMOTION**

The posting of the promotion will be done by the Fire Chief within forty-eight (48) hours after the conclusion of the promotional testing (written and oral). The posting will include the name of the

candidate promoted and rank. (Other candidates may ask the Fire Chief as to their finish on a one to one basis). The promotion will take effect as set forth in the notice of promotion. During the trial period, employees will receive the rate of pay of the job they are performing.

#### TRIAL PERIOD

All persons promoted will be given a 365 day trial period that will include an evaluation by the Fire Chief or his designee as to his performance and ability in that position. During the 365 day trial working period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons will be submitted to the employee in writing. In the event the employee disagrees, it shall be proper subject for the grievance procedure.

#### PROCEDURE FOR FILLING POSITIONS

Engineer, Relief Engineer and Fire Fighter positions will be filled by seniority. Lieutenant, Captain and Sergeant positions will be filled by a written and oral test procedure.

Lieutenant, Captain and Sergeant positions will be filled by the following procedure:

#### WRITTEN TEST

A validated Fire Officer exam will be chosen by the Fire Chief and will be purchased by the City. Written tests for each classification will consist of the same questions for all candidates.

Lieutenants and Sergeants will be eligible to test for Captain positions. Sergeants and Engineers will be eligible to test for Lieutenant positions. Engineers will be eligible to test for Sergeant positions. All written exams for a position will be scheduled on the same day.

#### ORAL TEST

The Board for the oral test will be made up of three people:

- a. City Manager or designee;
- b. Fire Chief
- c. One person to be selected by the "Union". This person will be a Fire Department officer equal to the level being promoted or above, active in or retired from a fully-paid Fire Department. The cost of travel, lodging, and meals will be split equally between the "Union" and the "City" in accordance with City policy. The active or retired board member must be an active or retired member of an International Association of Fire Fighters local, excepting I.A. F. F. Local #643.

The Board will evaluate the candidate in the following manner:

- a. Written test value: 45 points
- b. Oral test value: 55 points

c. Seniority point value as follows (all inclusive) :

1-5 years	.5 points per year
6-10 years	2.0 points per year
11-15 years	2.5 points per year
16 + years	3.0 points per year

Example: Person with 18 years of service

2.5 points for first 5 years
10.0 points for years 6- 10
12.5 points for years 11-15
9.0 points for years 16, 17, and 18
34.0 Total points

The Board may or may not ask the candidates about all of the above and any other questions it sees fit. Questions asked during the oral and written test will be pertinent to the duties of the position. Human Resources will provide the Board with the candidate's personnel file and the candidate can also be asked about material in the file.

## **ARTICLE 12 - GRIEVANCE PROCEDURE**

### **DEFINITIONS**

Immediate Supervisor: Either the Shift Lieutenant or Captain

Day: Monday through Friday, excluding holidays.

### **PROCEDURE**

#### **Step 1 - Immediate Supervisor (Verbal)**

Should an employee feel that his rights and privileges under this Agreement have been violated, he and his chosen representative shall verbally consult with his immediate supervisor within five (5) days of the event.

If a settlement is not reached by such a conference, the employee and his union representative will submit his grievance orally to the Fire Chief within five (5) days.

#### **Step 2 - Fire Chief (Verbal)**

The Fire Chief will submit an answer verbally to the grievant within five (5) days. If a settlement is not reached by this conference, the employee may submit his grievance in writing within five (5) days thereafter to the Fire Chief and Human Resources.

#### **Step 3 - Fire Chief and Human Resources (Written)**

Human Resources will, within five (5) days, give their reply to such grievance in writing. Should an employee decide that the reply of the Fire Chief and Human Resources is unsatisfactory to him, he or his chosen representative may within five (5) days after receipt of same submit his written

grievance to the City Manager.

Step 4 - City Manager (Written)

The City Manager will within five (5) days of the receipt of same, notify the aggrieved employee and the Fire Chief of a hearing date thereon. Hearing dates scheduled before the City Manager will be scheduled no sooner than two (2) days or later than fifteen (15) days from the date of notice. The City Manager will submit his written decision to the aggrieved employee within five (5) days after the hearing date.

If the decision of the City Manager is unsatisfactory to the employee, the Union may then have the right to proceed to binding arbitration within seven days of the City Manager's response by submitting the grievance to the American Arbitration Association. A mutually agreed upon arbitrator will be appointed to hear and reach a decision on the grievance.

Step 5 - Arbitration (Written)

There shall be no appeals of the arbitrator's decision unless the arbitrator has exceeded his jurisdiction or that such decision was obtained through fraud or "other" unlawful action; in which case, either party shall have the right to appeal to a court or proper jurisdiction.

The arbitrator shall make judgment based on the expressed terms of this Agreement, and shall have no authority to add or subtract from any of the terms of this Agreement. The award of the arbitrator shall be binding on the "Union", its members, the "City" and its agents. If either party misses any of the time deadlines as set forth in any of the above-referred to sections, (unless such time limits shall be waived, in writing), the grievance shall be deemed settled at the last position and in favor of the party who did not miss a time deadline.

The arbitration decision will include the party responsible for payment of the costs incurred by the arbitration process.

In any grievance involving any monetary loss to an employee (dismissal, demotion, suspension and the like) found to have been in violation of this contract or in violation of the law by the fact-finding procedures, the "City" shall immediately satisfy the aggrieved employee with back pay from the time the grievance occurred, and shall restore all privileges to which the employee would have been entitled had the grievance not occurred.

ARTICLE 13 - HOURS

- A. Fire suppression personnel shall work a three (3) platoon twenty-four (24) hour shift.
- B. The twenty-four (24) hour shift shall commence at 0700 hours and continue through 0700 hours the following day.
- C. Fire suppression personnel shall work a fifty-three (53) hour average work week in

accordance with Federal and State Laws.

- D. The Fire Inspector shall work an eight (8) hour shift and 40 hour average work week. Work hours shall be as follows: Monday through Friday; 0800 hours to 1700 hours.
- E. Command Personnel will report before the start of each shift or will remain at the end of each shift to allow for duty-connected information exchanges between the shifts.
- F. No unnecessary work shall be performed on any department premises on Sundays, Patriot Day (September 11<sup>th</sup>), or holidays as defined in Article 25.
- G. The routine duty day shall commence at 0700 and end at 1700 hours. 0700-0720 shall be reserved for basic vehicle and personal equipment checks. 1100-1300 hours will be regarded as the general exercise, lunch, and rest period. One member shall remain on the floor at all times. Every effort shall be made not to schedule work details during this period.
- H. There will be two suppression personnel allowed off on vacation, over time, or compensatory time on each shift. In the event of personnel shortages due to injury, illness, or public emergency (e.g., natural or manmade disasters), requests to use unplanned vacation days, overtime days, or comp days shall be subject to the Fire Chief's approval. Employees shall utilize compensatory time in minimum increments of 4 hours. Employees who work a 40 hour work week shall utilize compensatory time in two (2) hour increments.

**ARTICLE 14 - RATES OF PAY**

	2.00%	2.00%	2.00%	2.00%
	10/1/2016	10/1/2017	10/1/2018	10/1/2019
Captain	\$58,929	\$60,108	\$61,310	\$62,536
Fire Inspector	\$58,929	\$60,108	\$61,310	\$62,536
Lieutenant	\$54,037	\$55,117	\$56,219	\$57,343
Sergeant	\$51,373	\$52,400	\$53,448	\$54,517
Engineer	\$50,106	\$51,108	\$52,130	\$53,173
Relief Engineer	\$49,173	\$50,156	\$51,159	\$52,182
Firefighter (24 months)	\$48,927	\$49,906	\$50,904	\$51,922
Firefighter (12 months)	\$44,033	\$44,914	\$45,812	\$46,728
Probationary Firefighter	\$39,140	\$39,923	\$40,721	\$41,535

Rental Code Inspectors appointed by the Fire Chief shall receive a stipend of \$3,500.00 per year, paid over 26 pay periods. The Lead Rental Code Inspector shall receive a stipend of \$4,000 per year, paid over 26 pay periods. New appointees will be compensated pro rata.

All personnel holding a valid EMT-P (paramedic) license will receive an additional \$5.50 per hour as certificate pay.

A one-time payment of \$1,500 (payable upon execution of the contract) will be made to each firefighter who completed the voluntary paramedic training at their own expense and received their EMT-P certification in 2016.

#### MISCELLANEOUS

If an employee is temporarily required to work at a job paying a lower wage scale than his regular employment calls for, such employee's pay shall be maintained at his regular rate when employed on such temporary work.

If an employee is required to work on a job paying a higher wage scale than his regular employment calls for, he shall be entitled to a rate at the higher wage scale while engaged in such temporary work; provided, however, that if an employee temporarily performs the duties of an assistant to the Fire Chief, the additional compensation to which he shall be entitled shall be determined by Human Resources.

In the absence of a Sergeant or Lieutenant during the duty shift, the Senior Engineer shall receive the equivalent to Sergeant's pay for each shift worked in that capacity.

Effective July 1, 2001, the position of Fire Inspector is reclassified to that of a Captain/Fire Inspector at the Captain rate of pay. This change does not create a new position and is not subject to the promotion procedures. When a vacancy occurs in the future, the Captain/Fire Inspector position will be filled pursuant to Article 11, Promotions and Postings, in the collective bargaining agreement.

#### ARTICLE 15 - PROBATIONARY EMPLOYEES

- A. New employees hired in the unit shall be considered a probationary employee for the first 365 days of their employment provided, however, that such probationary period shall be extended for a period of time equal to the time that an employee is absent from duty due to sickness or other reasons.
- B. For the first 180 days of employment, probationary employees are not entitled to food allowance, use of vacation, and life insurance. Probationary employees subject to this Article may be terminated by the employer at any time during the 365-day probationary period and shall not have recourse to the grievance and arbitration procedure when separated, except employees discharged for Union actions.

- C. An extension of the probationary period may be granted at the "City's" discretion for a period not to exceed two (2) months, to the original 365 days limit, provided such extension is necessary to evaluate the employee's performance. Job performance and extenuating circumstances shall be grounds for such extensions.
- D. When an employee finishes the probationary period he shall be entered on the seniority list of the unit and shall rank for seniority from the date of hire or date of transfer into the bargaining unit. There shall be no seniority among probationary employees.
- E. 0-12 MONTHS IN THE DEPARTMENT:
  - 1. Commence training in Department Firefighting procedures.
  - 2. Receive 80% of Firefighter's base pay.
  - 3. Satisfactory completion of 3 month, 6 month and 12 month employee evaluation by the Fire Chief or designee.

12-24 MONTHS IN THE DEPARTMENT:

- 1. Pass 12, and 24 month employee evaluations by superior officers.
- 2. Receive 90% of Firefighter's base pay upon completion of 12 months in the Department.
- 3. Receive 100% of Firefighter's base pay upon completion of 24 months in the Department.

**ARTICLE 16 - SHIFT EXCHANGE**

Any employee may request to exchange shifts when the exchange does not interfere with the operations of the Fire Department. A shift exchange will only be approved if both employees voluntarily agree to the exchange, and if both employees are employed in the same capacity. All shift exchanges must be pre-approved by the Fire Chief. Shift exchanges will not result in additional overtime costs, minimum manning, or other pay adjustments.

**ARTICLE 17 - COST OF LIVING**

When the Cost of Living Index (CPI all City average) exceeds 6% of the base figure of July, 1985, a wage adjustment will be given on the basis that every one (1) percent increase that exceeds 6% will equal Eight (8) Dollars per month wage increase. For the duration of the contract, October 1, 2016 through September 30, 2020, this article will not be implemented.

## ARTICLE 18 - CALL-BACK/OVERTIME

### Callbacks/Overtime:

Time and one-half (dollars or compensation time) will be paid for all emergency or non-emergency callbacks and overtime, with a two-hour minimum. Employees will have the choice of receiving compensation time or overtime pay up to a two hour maximum. In all cases, the Fire Chief retains the right to approve/disapprove all employee work performed outside of their regularly scheduled shift. It is the Fire Chief's discretion, (except where noted in the second sentence of this paragraph) whether to pay compensation time or dollars for that work. No employee may accumulate to his credit more than 480 hours of compensation time.

All overtime work shall be equally divided, as nearly as possible or practicable, between or among all employees in any particular occupation group. No employee shall be required to work fewer hours than the regular work period per day because of overtime employment on previous days or subsequent days; provided, however, that an employee of the Fire Department, who has worked continuously 16 hours or longer, shall be given 8 hours rest, if possible, whether or not it interferes with the regular work period.

The Lead Fire Inspector will only be eligible for third alarm callbacks. The Lead Fire inspector will not participate in any other elective overtime (ie. Minimum manning, second alarm callbacks, festival coverage) that is normally performed by suppression personnel.

### Holdovers:

If on any regularly scheduled shift; an employee is required to work as an extension of that shift; such overtime hours will be paid for at the rate of time and one-half at one hour minimum if that employee is required to work beyond 0715 hours EDT.

### Minimum Staffing:

In the event that there are less than six personnel assigned to the duty shift, the Fire Chief will call back off-duty personnel to fill the vacancy. In the event that the Fire Chief is not available, the Shift Command Officer will act on his behalf. Personnel will be called back using the established minimum manning procedure. The person called back, regardless of rank, will fill the vacancy on the shift. In the event Fire Department operations are consolidated by the City, the City and the Union will have a special conference to negotiate the minimum staffing number.

In the event of a minimum manning vacancy caused by both the Captain and the Lieutenant being absent; The Fire Chief may call in either a Captain or a Lieutenant to fill the supervisory vacancy.

**ARTICLE 19 - LONGEVITY PAY**

Longevity payment will be based on the following schedule:

<u>Years of Service</u>	
5 - 9 Inclusive	\$310.00
10 - 14 Inclusive	\$340.00
15 - 19 Inclusive	\$370.00
20 - 24 Inclusive	\$400.00
25 - 30 Inclusive	\$430.00
30 and over	\$460.00

Each employee covered by the Agreement shall be paid longevity according to their seniority (based on anniversary year) to be paid in the first pay period of December.

Employees who retire or resign who have not received their longevity pay for the anniversary year shall receive a prorated amount of said pay at the time of retirement or resignation.

In the case of the death of an employee, while still employed, a final payment of 100% of the prorated amount of longevity pay, will be made to the employee's personal estate.

**ARTICLE 20 - UNIFORMS**

All uniforms required of employees in the performance of their duties shall be furnished without cost to the employees by the "City" and maintained in good condition by the employee.

**ARTICLE 21 - FOOD ALLOWANCE**

The daily food allowance shall be paid to all "Union" employees for any shift worked at the Fire Station, as follows:

October 1, 2016 – September 30, 2020      \$16.00 per shift worked

Food allowance will be paid to those working seven (7) hours during the period from 0700 to 1700. The payment for each period set forth above will be deposited annually during the first pay period in November. The total amount of the food allowance paid to each employee will be reported as taxable income in compliance with IRS regulations.

In the case of the death of an employee, while still employed, a final payment of 100% of the prorated amount of food allowance, will be made to the employee's personal estate.

**ARTICLE 22 - PUBLIC PENSION TRUST FUND**

**REGULAR RETIREMENT**

All Fire Department employees shall join Act 345 Marquette City Pension System in accordance with the rules and regulations adopted by the City Commission concerning such matters.

Straight life pension equals 3.0% of three (3) year average final compensation times the first 25 years of service plus 1% times years of service in excess of 25 years. The employee's contribution shall be 6%. Final average compensation is defined as the highest consecutive 3 years' compensation within the final 10 years of employment with the City of Marquette.

The following provisions are not part of this Agreement but are retained herein for historical purposes only:

*To help fund the increase in the multiplier, the bargaining unit has agreed to the following:*

1) *Employee sell back of accrued sick leave to fund 1% of the employees contribution to the fund, and 2.03% of payroll to fund the unfunded accrued liability calculated by the actuarial report.*

2) *A 0% wage increase for the contract period July 1, 2003 - June 30, 2004, to fund the normal cost of multiplier (2.44%) and the additional 0.5% employee contribution to the fund.*

*The formula used to determine the amount of accrued sick leave required to be sold back per employee is as follows 1:*

A. *To help fund 1% of the employee contribution:*

<i>Total payroll</i>	=	<i>\$ 964,175.00</i>
<i>1% of the total payroll</i>	=	<i>\$ 9,642.00</i>
<i>Members in the Bargaining Unit</i>	=	<i>25</i>
<u><i>1% of payroll (\$9,642.00)</i></u>	=	<i>\$ 385.68, rounded to \$386.00 per member</i>

*members in unit (25)*

*For each individual.*

*\$386.00* = *Hours required for employee sick leave sell back to fund 1% hourly rate employees contribution (rounded to the nearest whole number).*

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*1 Formula and numerical amounts based on Gabriel Roeder Actuarial study dated 10/15/01, Supplemental Actuarial Valuation dated 12/31/00.*

B. *To help fund the 2.03% of payroll for the unfunded accrued liability:*

*Total Payroll = \$964,175.00*

2.03% of the total payroll = \$ 19,573.00  
 Seniority years in the Department = 25

2.03% of payroll (\$19,573.00) = \$ 85.85, rounded up to \$86.00 per  
 Seniority years (228) seniority year

For each individual'

\$86.00 x years of service = Hours required for employee sick leave sell-back  
 Hourly rate to fund unfunded accrued liability (rounded to the  
 nearest whole number).

Average final compensation for regular retirees will be determined as follows: 50% of accrued sick leave to a maximum payoff in accordance with the sick leave article; 100% of all accrued vacation time to a maximum of 700 hours; proration of longevity in accordance with the longevity article; and 100% of compensatory time on record. For employees hired after the signing of this Agreement, average final compensation for pension for regular retirees will be determined as follows: 50% of accrued sick leave to a maximum payoff in accordance with the sick leave article; 100% of all accrued vacation time to a maximum of 240 hours; proration of longevity in accordance with the longevity article; and 100% of compensatory time on record. The employee retiring will receive final compensation payment of the above amounts at the hourly rate they are currently earning.

DUTY DISABILITY

Average final compensation for employees who experience a service connected duty disability will be determined in accordance with the provisions of a regular retiree. All duty disability retirees will have their pension reallocated to a full retirement at age 50.

A full retirement is the equivalent of 25 years of service that the member would have had if not disabled.

ANNUITY WITHDRAWAL

1. Employees in the bargaining unit shall have available to them, in addition to the retirement options already in place, an annuity withdrawal option as follows:
2. Definition: The annuity withdrawal is the option that allows members to withdraw their accumulated contributions (with interest) at retirement and thereby forfeit the portion of their retirement allowance which was financed by their contributions.
3. A member wishing to elect this option must make written application to the Act 345 Pension Board no later than one hundred twenty (120) days prior to the effective date of his retirement.
4. The Pension Board shall issue the members annuity payment within thirty (30) days of the

date of the member's retirement. The one hundred twenty (120) day notice may be waived at the sole discretion of the Pension Board, however, under no circumstances can it be increased.

5. The parties agree that one (1% percent above the rate of interest used for actuarial evaluation purposes is to be used for employee annuity withdrawal benefit. This option is only available for regular retirant pension at age 50 with 25 years of service. A member who elects the annuity withdrawal option shall have his annual pension reduced accordingly as determined by the Pension Board Actuaries.
6. An employee electing annuity withdrawal shall have the option to defer receipt of the withdrawal amount for up to one (1) year from the effective date of their retirement. However, notice of such election must be made at the time of employee's original retirement application.

**ARTICLE 23 – VACATIONS**

- A. Employees who have completed six months of employment for the "City" based on date of hire and upon approval by the Fire Chief will be entitled to utilize earned vacation time as provided for in the following rules:
- B. Accruals will be made on a per pay period basis and will be based on an anniversary year (date of hire). Employees who have attained twenty (20) years of service and above shall be at the maximum fourteen (14) shifts allowed.
- C. All employees who work eight (8) hour shifts and a forty (40) hour average work week and any employee working a 24 hour schedule who reverts to an eight (8) hour shift and a forty (40) hour average work week position, shall accrue vacation based on 75% of the shifts computed vacation schedule in the current contract.

Years of Service	Shifts Computed	Hours/Pay Period
0 – 2	5	4.6154
3 – 9	8	7.3846
10	9	8.3077
11	9.5	8.7692
12	10	9.2308
13	10.5	9.6923
14	11	10.1538
15	11.5	10.6154
16	12	11.0769
17	12.5	11.5385
18	13	12.0000
19	13.5	12.4615
20 or more	14	12.9231

- D. Vacation time may be waived by employees, but in no case during the course of

employment shall an employee be paid salary or wages for vacation time not used except as provided for in paragraph F.

- E. If an employee retires or resigns after giving written notice to the City, he shall be paid for any accrued vacation balance at his regular rate of pay at the time of resignation or termination. In the case of death of an employee, while still employed, a final payment of 100% of the prorated amount of vacation leave, will be made to the employee's personal estate.
- F. Vacation accrual may not exceed 700 hours as of October 1 of each calendar year.
- G. Employees must request vacation time in minimum increments of 4 hours. Employees who work a 40-hour work week shall request vacation in increments of 2 hours. Vacation requests that are not submitted by February 1 of each calendar year may be granted with the prior approval of the Fire Chief.

All employees in the bargaining unit will have the option of converting three shifts of vacation time (or 56 hours of vacation time for employees who work a 40-hour work week) to cash once a year on the first paycheck in October. Said cash payment may, at the employee's option and subject to I.R.S. limits, be deposited into a deferred compensation plan.

#### **ARTICLE 24 - PERSONAL TIME**

Twenty-four (24) hours of personal leave time shall be provided on the employee's anniversary date (date of hire). Employees have one year from the date of the award of personal time to utilize it otherwise it will be forfeited. In the case of the death of an employee, while still employed, a final payment of 100% of accumulated personal leave will be made to the employee's personal estate. Except for the death of an employee, personal time cannot be converted to cash.

#### **ARTICLE 25 - HOLIDAYS**

- A. All employees of the Fire Department are entitled to the following paid regular holidays, whether they worked them or not.

New Year's Day	Labor Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

- B. Special holidays or a temporary suspension of business may be declared from time to time by the City Commission.
- C. All 40-hour work week employees will observe the City Hall holiday schedule.

## **ARTICLE 26 - FUNERAL LEAVE**

An employee shall be allowed up to 24 hours with pay per incident as Bereavement leave for a death in their immediate family. In addition, an employee may use up to 48 hours of sick leave for bereavement, more days may be used if determined by a medical physician. Employees who work a 40-hour work week will be allowed up to 3 days of leave with pay per incident as bereavement leave for a death in their immediate family. They may use up to an additional 3 days of sick leave for bereavement; more days may be used if determined by a medical physician.

Immediate family is to be defined as follows: mother, father, step-parents, brother, sister, wife, husband, son, daughter, step-children, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, grandparents-in-law, grandchildren, aunt, uncle, or member of the employee's household as defined in Public Act 297 of 2011.

## **ARTICLE 27 - SICK LEAVE**

- A. In case of sickness necessitating absence from duty, employees shall be entitled to sick leave as provided for in the rules which follow: An employee shall accrue 5.00 hours per pay period of sick leave, with pay, beginning on the first day of employment for each anniversary year he is on the "City" payroll. Employees who work a 40 hour work week shall earn sick time at the rate of 3.69 hours per pay period beginning with the first day of employment (equivalent to one sick day per month), not to exceed 12 days per year.
- B. An employee will be required to furnish a physician's return to work certificate whenever sick leave in excess of two consecutive shifts has been claimed. Employees who work a 40 hour work week must furnish a physician's return to work certificate, whenever sick leave in excess of 32 consecutive hours has been claimed. Employees failing to provide the required physician certificate shall not be permitted to return to work or be entitled to paid sick leave and said days shall constitute unexcused absences.
- C. Sick leave accrual shall be unlimited during the course of employment to date of retirement, resignation, or death.
- D. Upon the (a) retirement, or (b) resignation from employment of any employee in good standing after at least ten years of service, one-half of such sick leave accumulated at that time shall be paid to the employee, or in the event of his death, to his estate, or otherwise as he may therefore designate in writing to a maximum of one thousand eight hundred (1,800) hours which equates to payment for nine hundred (900) hours. In the case of the death of an employee, while still employed, a final payment of 100% of the accumulated sick leave will be made to the employee's personal estate

- E. Employees shall be allowed up to 48 hours of sick leave per anniversary year (based on date of full-time hire) for care of dependents or spouse. In case of medical emergency, such sick leave may be extended to care for the following: brother, sister, mother, father, step-brother, step-sister, step-mother and step-father.

#### **ARTICLE 28 - WORKERS COMPENSATION**

The "City" shall pay for work-related injuries without charging sick leave for three (3) working shifts. At no time shall the employee receive more compensation than his regular rate of pay.

FMLA and workers' compensation leave can run together, provided the reason for the absence is due to the employee's qualifying serious illness or injury. The Employer will notify the employee in writing that the leave will be counted as FMLA leave.

For forty-hour/week employees of the Fire Department, the "City" shall pay for work related injuries without charging sick leave for five (5) work days.

#### **ARTICLE 29 - LEAVE OF ABSENCE**

The City will comply with the provisions of the Family Medical Leave Act (FMLA), Section 585 (a) of the National Defense Authorization Act and City FMLA policy.

#### **UNPAID LEAVE OF ABSENCE**

Upon exhaustion of the twelve weeks allowed under the Family Medical Leave Act, a request for an unpaid leave for up to nine months for the following two reasons may be made. No reasonable requests will be denied.

1. Employee's serious health condition
2. For the need to care for a child, spouse or parent (but not parent-in-law) of the employee who has a serious health condition.

Once an employee is on unpaid leave of absence beyond the twelve weeks allowed under the FMLA, the following conditions shall apply:

1. Employees will be offered COBRA coverage for their health insurance and the option to continue their life insurance premium at their own expense while they are on approved unpaid leave of absence.
2. For leaves for the need to care for a child, spouse, or parent (but not parent-in-law), the employee must use all accrued vacation and any personal time or compensatory time upon the completion of the initial twelve-week leave.
3. For leaves for the employee's serious health condition, the employee must use any remaining sick leave and all accrued vacation time and any personal time or compensatory time upon the completion of the initial twelve-week leave.

Once an employee exhausts all sick leave benefits (where appropriate), accrued vacation,

and any personal time, or compensatory time and is no longer receiving a pay check from the City, all benefits will be suspended including accrual of any leave time, holiday pay and pension service credit while on leave of absence.

#### General Provisions

1. Employees shall accrue seniority while on approved leave of absence granted by the provisions of this Agreement. Employees on an approved leave of absence shall return to the position held at the time the leave of absence commenced, or to the position to which their seniority entitles them.
2. Employees may not take time off from work which is not authorized by the terms of this Agreement, except by mutual agreement of both parties involved.

#### ARTICLE 30 - JURY DUTY

An employee who reports for jury duty during his regular shift will be paid the difference between his pay for jury duty and his regular pay. An employee may be required to provide documentary proof of the actual number of hours that his presence was required by the court.

#### ARTICLE 31 - HEALTH/DENTAL/VISION/PRESCRIPTION DRUG COVERAGE

##### A. General Provisions

1. "Eligible Employees" for purposes of this Article 31 are regular full-time employees and their eligible dependents. Coverage will commence for Eligible Employees and their eligible dependents on the first of the month following the date of hire or the first day of the month following the closing of an open enrollment window. An employee remains an "Eligible Employee" in the event the employee is absent as a result of any injury or illness for a maximum of a twelve-week period.

2. To receive insurance coverage, an Eligible Employee must make proper application with the Employer, and must keep the Employer informed of any changes in their family, coverage desired, beneficiaries or other information affecting insurance status. The effective date for coverage, or for changes in coverage, will be the earliest date permitted by the insurance carrier(s) following notification of such change by the Employer (or the employee's eligibility date, if later).

3. Unless otherwise specified, "insurance coverage" for purposes of this Article 31 means health and hospitalization insurance, dental insurance, vision coverage, and prescription drug coverage offered by the Employer. For purposes of this Article, "health coverage" refers to health, hospitalization and prescription drug coverage only.

4. The Employer reserves the right to offer alternative insurance carriers, health maintenance organizations, or benefit levels or to self-insure, so long as the new alternative or remaining coverage and benefit levels are substantially similar to those which they are replacing.

##### B. Employer Premium Contribution

1. For plan coverage years beginning on or after July 1, 2013, the Employer shall comply with the

annual cost limits by coverage level provisions of Public Act 152 of 2011 (PA 152), excluding vision and dental premiums.

2. If in plan coverage years beginning July 1, 2017 through the life of this contract the City Commission elects to implement section 4 of PA 152, the bargaining unit has the option of reducing the cost of health coverage by a corresponding reduction in benefits. The bargaining unit may pay any required premium costs through a pre-tax payroll deduction.

3. If in plan coverage years beginning July 1, 2017 through the life of this contract, any other bargaining unit of the City bargains a health insurance plan with different benefit levels or required employee contributions, this bargaining unit will be offered the option to enroll in the same plan during any regular or "special" open enrollment window.

The Employer may aggregate the employees' share of total annual costs as it sees fit.

#### C. "Core", "Buy-Up" and "Buy-Down" Plans; Health Reimbursement Arrangement

The Employer agrees to offer a Core plan of benefits as outlined in the Benefits at a Glance and plan documents. The Employer shall also offer a Buy-Up Plan and a Buy-Down Plan in addition to the Core Plan as insurance coverage options to Eligible Employees in the bargaining unit. Each Eligible Employee shall make an annual election of coverage on a date established by the Employer, choosing the Buy-Up Plan, Core Plan, or Buy-Down Plan. An Eligible Employee who fails to make a timely election will be covered by the Core Plan.

Eligible Employees who elect to participate in the Buy-Up Plan for insurance coverage will pay a portion of the premium(s) equal to the difference between the Core Plan aggregated monthly premium rates and fees paid by the Employer (subject to the applicable caps set forth by PA 152 and amended each year by the State Treasurer) and the Buy-Up Plan aggregated monthly premium rates (subject to the applicable caps set forth by PA 152 as amended). The employee's payment will be paid by payroll deduction. The employee may elect to make such payment on a pre-tax basis by funding the payment through the Section 125 cafeteria plan offered by the Employer.

For Eligible Employees who elect to participate in the Buy-Down Plan for insurance coverage, the Employer will establish a Health Reimbursement Arrangement (HRA). The Employer will monthly contribute to the HRA amounts equal to the difference between the Core Plan aggregated monthly premium rates and fees paid by the Employer (subject to the applicable caps set forth by PA 152 and amended each year by the State Treasurer) and the Buy-Down Plan aggregated monthly premium rates (subject to the applicable caps set forth by PA 152 as amended). The HRA funds shall be administered by a third-party administrator determined by the Employer. As governed by the HRA plan document, the HRA funds will be available for the employee to offset eligible health care expenses in accordance with IRS rules while the employee is employed by the Employer or upon retirement with at least 15 years of employment with the Employer. Unused HRA funds may be

rolled over from plan year to plan year. In the event an employee's employment is terminated in a manner other than retirement, any unused HRA funds will be forfeited to the Employer. The costs associated with establishing the HRA shall be included in the caps established by law, including the ongoing monthly administrative costs of the HRA. Retirees will be invoiced for the monthly administrative fee during the employee's retirement until the funds are exhausted.

The Employer further agrees to purchase a plan and self-fund the difference between the deductible and co-pays of the purchased plan and the deductible and co-pays of the Core Plan outlined in the Benefits at a Glance and plan documents. The Employer will pay that portion of the premium and fees that is at or below the statutorily established maximums for public employers. Employees will be required to pay any health coverage and/or seamless wrap premium that exceeds the caps through automatic payroll deduction. The employee may elect to make such payment on a pre-tax basis by funding the payment through the Section 125 cafeteria plan offered by the Employer.

#### D. Coverage Upon Retirement

The Employer will pay up to \$250.00 per month towards health and prescription drug insurance premiums for retired Fire Department personnel between the ages of 50 and 65 who have acquired 25 years of service in the Department. The Employer will pay \$250.00 per month towards the health and prescription drug insurance premiums for duty disabled firefighters up to age 50 provided the duty disabled retiree does not qualify for Social Security Disability benefits, Medicare, or Medicaid.

Payments can be used for premiums to any health insurance carrier of the retired employee's choice until the retiree reaches the age of 65, provided the retired employee supplies proof of the insurance premium payments to the Employer.

Any insurance premium amounts over \$250.00 per month will be paid by the retiree. All health and prescription drug insurance premium payments by the Employer will cease at age 65 for all Department retirees.

Under the provisions of this article, any employee who is married to another City employee must hold his or her own policy upon retirement in order to qualify for the up to \$250/month Employer contribution.

Employees who are hired after July 15, 2013 are not eligible for City retiree health coverage or any Employer contribution upon retirement.

#### E. Coverage Opt-Out

1. Employees who would be considered Eligible Employees but are covered by their spouse's group insurance program may elect not to participate in Employer insurance coverage during the annual enrollment period. Cash in lieu of benefit payments shall be paid to employees who are

eligible in the amount equal to 50% of the single subscriber premium rates (based on the state “cap” for single coverage plus vision/dental insurance) paid by the Employer in effect at the time of payment (subject to required state and federal taxes) beginning the first pay period after July 1 as stated in the Section 125 Plan document. Such cash in lieu of benefit payments will be made each pay period (26 pay periods per year) that the employee opts out of Employer insurance coverage and will be based upon the aggregated single subscriber premium rates for the Core Plan paid by the Employer at the time of payment.

2. Employees shall provide proof of insurance coverage to the Employer to justify the payments. Alternate insurance coverage must meet the affordability and minimum essential coverage requirements defined under the Affordable Care Act (ACA).

3. Employees opting out of Employer’s insurance coverage will be budgeted for insurance coverage as if the employee had not opted out of the insurance coverage. Any cost savings associated with these additional opt outs will be dedicated to fund the Employer’s unfunded accrued liabilities. If the employee later revokes the waiver of coverage, reinstatement of coverage may be contingent upon such limitations and restrictions as the insurance carrier(s) may prescribe.

#### F. Cafeteria Plan

The Employer will offer a Section 125 cafeteria plan for each employee to participate in at their option, which will include provisions for unreimbursed medical expenses and child care expenses.

#### ARTICLE 32 - LIFE INSURANCE

All full-time employees are entitled to paid term life insurance in the amount of \$30,000, with coverage commencing six (6) months from date of hire.

#### ARTICLE 33 - SENIORITY

A seniority roster shall be compiled and master list maintained in the Fire Chief’s Office. The seniority shall be computed from the date of hire in the Fire Department. If an employee resigns or is discharged for cause and is later re-employed by the “City”, his seniority rights thereafter shall date from the time of re-hiring and not from the time of his original employment.

Seniority shall take precedence in the selection of vacation picks. A request for a permanent shift change resulting in the two most senior engineers working on the same shift will be subject to review and approval by the Fire Chief. When a vacancy occurs on a shift due to retirement, promotion, voluntary or involuntary termination, or death, seniority takes precedence in the selection of shift preference.

#### **ARTICLE 34 - SUSPENSION AND DISCHARGE**

An employee shall not be suspended or discharged except for just cause. The employee is entitled to written notice of the reasons for the suspension or discharge at the time of action. A lapse in the following licenses or certifications will be subject to discipline at the "3<sup>rd</sup> Offense" level in the Range of Disciplinary Action under the Fire Department's Rules and Regulations #005 – Discipline: AED-CombiTube; CPR; EMT-B; EMT-P.

#### **ARTICLE 35 - GENERAL**

It is agreed that the provisions of the Employees Code, except as modified herein, are incorporated in this Agreement, as well as the provisions of PERA, as amended, PA 54 of 2011 and PA 258-263 of 2011 and all amendments thereto. The parties further recognize that this Agreement is subject to Act 312 and PA 436 of 2012.

#### **ARTICLE 36 - NOTICE OF RETIREMENT/TERMINATION**

A firefighter leaving the employ of the City by voluntary termination shall give two (2) weeks written notice to the City by completing the necessary form in the Human Resources Department. A firefighter leaving the employ of the City by retirement shall give four (4) weeks written notice to the City by completing the necessary form in the Human Resources Department.

#### **ARTICLE 37 - DURATION OF AGREEMENT**

1. This Agreement shall become effective October 1, 2016 and shall remain in effect until September 30, 2020.
2. In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions (subject to any applicable state laws) shall remain in full force and effect pending agreement of a new contract.

#### **ARTICLE 38 - PAGER**

The City and the Union agree that utilization of electronic pagers will be exclusively for the purpose of alerting off-duty firefighters of working fires or complex emergency incidents requiring significant additional firefighting personnel; and to respond assigned dispatch person initially during the same.

The City and the Union agree that off-duty firefighting personnel utilize pagers whenever reasonably practicable; within defined geographical limits (20 miles from the City limits); and that the utilization will not entail an additional compensation.

The City and the Union agree that the City is not liable to compensate under Article 18, sentence #1, in cases of non-operational paging devices, or of personnel either unable to, or not electing to respond.

**ARTICLE 39 – SUCCESSOR CLAUSE**

The Agreement shall be binding upon the Employer’s successors, whether such succession be effected voluntarily or by the operation of law.

**ARTICLE 40 – DISTRIBUTION OF AGREEMENT**

The City shall be responsible for retyping the new Agreement. Copies of the revised Agreement shall be provided to all current bargaining unit employees by the City once mutually agreed upon and signed off by both parties. A copy of the Agreement shall be provided by the City to any new hire.

**ARTICLE 41 - RESIDENCY REQUIREMENTS**

In accordance with Public Act 212 of 1999; Fire Department employees agree to reside no further than 20 (twenty) miles from the nearest City of Marquette boundaries. (Reference:15.602 Residency requirements of public employees).

IN WITNESS WHEREOF, we have hereunto set our hands the day and year first above written.

CITY OF MARQUETTE, MICHIGAN

DATE: 9-30-16

BY: David J. Campana  
David J. Campana, Mayor

DATE: 9-30-16

BY: Kris M. Hazeres  
Kris M. Hazeres, City Clerk

MARQUETTE CITY INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS  
LOCAL NO. 643

DATE: 9-29-16

BY: Kurt Hillier  
Kurt Hillier, President

DATE: 9-29-16

BY: Michael Gwinn  
Michael Gwinn, Secretary/Treasurer



