



AGREEMENT

CITY OF NORTON SHORES

AND

LOCAL 2559

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

NORTON SHORES FULL-TIME FIRE FIGHTERS UNION, AFL-CIO

JULY 1, 2016 - JUNE 30, 2019

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## AGREEMENT

THIS AGREEMENT entered into on this 1st day of July, 2016 between the CITY OF NORTON SHORES, MICHIGAN, a municipality, hereinafter called the "City", and LOCAL 2559 of the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, also known as NORTON SHORES FULL-TIME FIREFIGHTERS UNION, (AFL-CIO) CLC, 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 I PURPOSE

Section 1.1 Purpose. The parties hereto have entered into this Agreement pursuant to the authority of Public Act 336 of 1947 as amended, to incorporate understandings previously reached and other matters into a formal contract; to promote harmonious relations between the City and the Union in the best interests of the community; to improve the public fire fighting services; and to provide an orderly and equitable means of resolving future differences between the parties.

#### Section 1.2 Definitions.

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

"Union" shall include the officers or representatives of Local 2559, IAFF, Norton Shores Full-Time Fire Fighters Union (AFL-CIO) CLC.

"Employee" or "Employees" shall mean the employees of the City who are in the bargaining unit covered by this Agreement. Whenever the singular number is used, it shall include the plural.

"Employer" shall be synonymous with "City".

"Holidays" include:

New Year's Eve Day  
New Year's Day  
Good Friday  
Memorial Day  
Independence Day

Labor Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Eve Day  
Christmas Day

"Calendar Day" does not include Saturdays, Sundays or Holidays.

"Consecutive" days are those that follow one another without interruption or break, including Saturdays, Sundays and Holidays listed above.

This list of Holidays is for the purpose of defining calendar and consecutive days only. It does not relate to paid Holidays.

## ARTICLE II RECOGNITION

Section 2.1 The City recognizes the Union as the sole and exclusive bargaining representative of all full-time employees of the Norton Shores Fire Department, excluding the Fire Chief, Assistant Chief, Fire Marshal, Battalion Chiefs, Deputy Chief, clerical employees, and all part-time firefighters.

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

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

ARTICLE III  
EMPLOYEE, UNION AND EMPLOYER RIGHTS AND RESPONSIBILITIES

A. Union Rights.

The Union, as the sole and exclusive bargaining representative of the employees, and the Employer, each shall have the rights granted to them by Public Act 336 of 1947, as amended from time to time, and other applicable Michigan Public Acts now or hereafter enacted.

B. Management Rights.

Section 3.1 The Union recognizes that the Employer reserves and retains, solely, and exclusively, all rights to manage and operate the Employer's affairs.

Section 3.2 The Employer hereby retains and reserves solely and exclusively unto itself all powers, rights, duties and responsibilities conferred upon and vested in it by its Charter and the laws and Constitution of the State of Michigan and the United States. Such rights, by way of illustration, but not of limitation, being partially set forth as follows:

(a) Decide the kind of services to be performed; the methods of performing the services; the materials, tools, and equipment to be used; and the discontinuance of any service, method of service or materials, tools and equipment.

(b) Introduce new equipment, machinery, processes or services; or eliminate existing equipment, machinery, processes, services and institute technological changes; decide on the nature of materials, supplies, equipment, tools, or machinery to be bought, made or used, and the price to be paid.

(c) Subcontract or purchase for the construction of new facilities and the improvement of existing facilities, and/or all work, processes, or services, component parts and products maintenance and repair work, office services.

(d) Determine the number, location, and types of its buildings and facilities,

discontinuance temporarily or permanently, in whole or in part, any of the employer's operations; sell or close facilities, move operations from one location to another.

(e) Determine the size of the work force and increase or decrease its size; to hire, assign, and lay off employees to effect reduction of hours worked.

(f) Direct the work force, assign work, determine the number of employees assigned to any operation and the number of operations assigned to any employee; establish, change, combine, or discontinue stations, transfer operations from one station to another, and determine composition of the work force in any station.

(g) Determine lunch, rest periods, and cleanup time; determine the starting and quitting and the number of hours to be worked; establish work schedules as business conditions and available work require; fix efficient work schedules; and assign employees to work overtime in excess of their usual shift schedule.

In the event of any contemplated change in either starting or quitting time or number of hours to be worked, the affected employee(s) will be notified with at least (10) calendar days notice. If anticipated changes affect entire Union work schedule then the provisions of Section 16.3 shall apply.

(h) Discipline and discharge for cause, which shall be in writing with reasons to the affected employee; adopt, revise and enforce departmental rules; provided, however, that management first notify the Union of any such amendment; such rules shall be reasonable and shall relate to the proper performance of an employee's duties and shall not be applied in a discriminatory manner; maintain order and efficiency in the work stations; fix the standards of performance as to quality; test, investigate, and improve individual and unit effectiveness and initiate and carry out cost and general improvement programs.

(i) Transfer employees from one shift to another; select employees for promotion, or transfer to supervisory or other positions within the department; require employees to perform work outside their assigned job classifications when such assignment is, in management's judgment, necessary regardless of the availability of work in their regular classification; require employees to give instruction for which they are qualified and assign training responsibilities as stated in related personnel job descriptions, policies and guidelines, and Training Committee guidelines or the City itself may give instruction in special training for selected employees.

(j) To permit employees not included in the bargaining unit to perform bargaining unit work when necessary for the conduct of municipal services, unless otherwise restricted by this Agreement.

(k) There shall be a normal schedule established for the Fire Inspector and Ordinance Officer classifications prior to the bid process.

The Fire Inspector and Ordinance Officer schedule shall be determined by the needs of the task workload. Section 3.2(g) shall not apply for changes in the Fire Inspector and Ordinance Officer work schedule. If it is necessary to effect a permanent change in the established Fire Inspector and Ordinance Officer schedule, Section 16.3 shall not apply and a minimum 14 calendar days notice shall be given the effected employee.

Section 3.3 All of the rights, functions, powers and authority, whether or not listed above, and whether or not exercised, are fully retained and reserved to the Employer except as those rights, functions, power and authority are expressly and specifically limited by other provisions of this Agreement.

#### ARTICLE IV UNION SECURITY AND DUES COLLECTION

Section 4.1 Effective on the date of this Agreement, all employees shall pay membership

dues to the Union equivalent to the monthly dues as a condition of continued full-time employment.

Section 4.2 (a) The Employer agrees to deduct from the wages of any employee all Union membership dues, initiation fees and service fees equivalent to monthly dues uniformly required of all employees, provided the employee has voluntarily signed a check-off authorization card and delivered it to the designated Employer representative.

(b) Upon receipt of a written authorization card from an employee, the Employer shall deduct from the employee's pay the amount owed to the Union by such employee for Union membership dues, special assessments, initiation fees, service charges or service fee equivalent to dues, as may be uniformly charged. These deductions shall be made from the employee's paycheck each payday commencing with the payday after the card is received. The Employer further agrees that these funds shall be remitted to the Union in the amount and in accordance with written direction received from the Union.

Section 4.3 There shall be no collection of dues, special assessments, initiation fees, service charges or service fee equivalent to dues at any time during an employee's working hours on the Employer's premises or in Employer's vehicles, unless approved by the Fire Chief or designee in his absence.

Section 4.4 The City shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made; and if for any reason it fails to make a deduction for an employee as above provided, it shall make the deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to the City's attention by the employee or Union.

Section 4.5 Any changes in the present Union membership dues rate will be certified to the

City by an authorized officer of the Union at least thirty (30) days in advance of the effective date of any such change.

Section 4.6 The Union agrees to refund to the City any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.

Section 4.7 The Union shall indemnify and save the Employer harmless against any and all claims, demands, lawsuits or other forms of liability that may arise out of or by reason of action taken by the employee in making such deductions.

In the event of duplicate payments or a deduction not in conformity to the law or the Union Constitution or bylaws, refunds to the employee will be made by the Union to the employee.

Any dispute which may arise as to whether or not an employee has paid the amounts provided above or has signed or revoked such authorization form may be processed as a grievance pursuant to Article VII.

Section 4.8 Any employee whose employment is terminated, or any employee who is transferred to a classification not in the bargaining unit, or any employee whose seniority is broken by death, quit, discharge, layoff, or any other grounds for loss of seniority provided for in this Agreement, or any employee who withdraws the authorization card, shall cease to be subject to the check-off deductions beginning in the month immediately following the month in which such termination, transfer or withdrawal occurred or seniority was broken.

The Employer will deduct from the employee's final paycheck the dues and service charges owed by the employee according to information given to the Employer by the Union.

#### ARTICLE V SPECIAL CONFERENCES

Section 5.1 The Employer and the Union agree to meet and confer on matters of general interest for the mutual benefit of both parties upon the written request of either party. The

written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Such matters shall not relate to any subject that is properly one to be processed as a grievance and neither shall there be any obligation to enter into any negotiations regarding the resolution of the subject matter.

Section 5.2 Special conferences shall be held within ten (10) calendar days of the receipt of a written request at a time and place mutually agreed upon.

Section 5.3 Upon written request of either party, a five (5) calendar day extension shall be granted.

Section 5.4 Employee representatives of the Union at special conferences shall be paid by the Employer for time spent in special conferences in accordance with Article VI.

## ARTICLE VI REPRESENTATION

Section 6.1 A Union representative shall investigate all grievances and assist in the representation of the affected employee. Upon approval of the Fire Chief, the Union representative may leave his work without loss of pay to investigate the grievance. Such approval will not be unreasonably withheld. The grievant and his Union representative shall be allowed to attend a grievance meeting scheduled by the Employer at any step of the grievance procedure for any grievance without loss of regular pay.

Section 6.2 When an employee presents his own grievance without intervention of a Union representative, the Union representative shall be given an opportunity to be present, and no settlement shall be inconsistent with the terms of this Agreement.

Section 6.3 There shall be no discrimination against any employee because of his duties as a Union official or representative.

Section 6.4 The names of the member representatives shall be given in writing to the

Employer and shall act as stewards. No member representatives shall function as a steward until the Employer has been advised of his selection in writing by an International, Local or Unit official. Any changes in member representatives will be reported to the Employer in writing as soon as possible.

Section 6.5 Representatives of the State or International Union may visit the Employer's premises during working hours for the purpose of the administration of the contract, provided such visit is scheduled in advance with the Employer. He shall, on arrival, announce himself to the Employer and state the nature of his business and notify the same upon his leaving the premises.

Section 6.6 An annual schedule of general membership meetings to be held on City premises shall be submitted to the Fire Chief for pre-approval. The Fire Chief may revoke a pre-approved meeting by giving the Union 30 days advance notice.

Section 6.7 Members of the Union Grievance Committee shall be compensated for all lost time at their regular rate of pay for all joint grievance meetings which are agreed to be held during their scheduled work hours.

## ARTICLE VII GRIEVANCE PROCEDURE

Section 7.1 A grievance is defined as an alleged violation of a specific Article or Section of this Agreement. If any such grievance arises, it shall be subject to the following grievance procedure.

All grievances shall be initially sent to the Chief of the Department or his designee. Under Step 1, within five (5) calendar days of the occurrence giving rise thereto, except if the grievance involves a paycheck error, it may be processed within thirty (30) days after delivery of check.

Failure to do so will relieve the Employer from any further obligation on the grievance.

Grievances shall be submitted on forms furnished by the Employer.

STEP 1: The aggrieved employee or the Union representative may take the matter up with the Chief of the Department or his designee. The employee may request the presence of a representative at that time and in that event. The Chief or his designee shall give an oral answer to the employee within three (3) calendar days following such discussion.

STEP 2: If the matter is not settled at Step 1, the employee or Union representative may submit within three (3) calendar days following the oral answer, a written and signed statement of grievance to the Fire Chief or his designee. The statement of grievance shall be signed by the aggrieved, shall state the facts giving rise to the grievance, shall identify all provisions of this Agreement alleged to be violated, and shall state the contention of the aggrieved with respect to the relief requested. Within five (5) calendar days following the time of the personal receipt of the statement of grievance, the Fire Chief or his designee shall submit a written answer to the aggrieved upon the grievance form or attached thereto. If the matter is settled at Step 2, the aggrieved shall sign the grievance stating that result.

The Union may initiate a grievance at this Step 2 of the grievance procedure and must process it through Step 4 before it may be taken to arbitration. A Union grievance is one in which a right given specifically to the Union is alleged to have been violated or one where all members of the unit are affected. Two officers of the Union shall represent the Union at such grievance meetings.

STEP 3: If the matter is not settled at Step 2, the grievance must be appealed by the aggrieving employee or the Union representative by delivering a copy of the grievance to the Director of Administrative Services within five (5) calendar days following the time of the

receipt of the answer from the Fire Chief. The Personnel Director shall meet with the aggrieved employee and a Union representative within five (5) calendar days of the Personnel Director's receipt of the appeal. The Personnel Director shall submit a written disposition of the matter within seven (7) calendar days of the conclusion of the meeting. If the matter is settled at Step 3, the grievant shall sign, stating that result.

STEP 4: If the matter is not settled at Step 3, the grievance may be appealed by the aggrieving employee and the Union representative by delivering a copy of the grievance to the City Administrator within five (5) calendar days following the time of the receipt of the answer from the Personnel Director. The City Administrator, employee and the Union representative shall meet within twenty (20) calendar days of the City Administrator's receipt of the appeal. The City Administrator shall submit a written disposition of the matter within seven (7) calendar days of the conclusion of the meeting. If the matter is settled at Step 4, the grievant shall sign stating that result.

STEP 5: Arbitration. If necessary an arbitrator may be called upon to hear a grievance which calls into question a specific contract provision. Within five (5) calendar days after receipt of the decision, the Union and employee may submit a letter of intent to take the matter to arbitration. The parties shall agree on a panel of five (5) arbitrators from the Federal Mediation and Conciliation Services (FMCS). Upon receiving a list of arbitrators, the parties shall attempt to agree upon an arbitrator. If no agreement can be reached the arbitrator shall be selected by the parties alternately striking names from the list until only one remains. The decision of the arbitrator shall be final and binding. The costs and expenses of the arbitrator shall be shared equally by the parties.

Section 7.2 Time Limits. The time limits may be extended by mutual agreement between

the Employer and the grievant in writing. Then the new date shall prevail.

(a) Any grievance not answered within the time limits by the Employer shall be deemed automatically appealed to the next step.

(b) Any grievance not appealed by the grievant or his representative within the time limits shall be deemed settled on the basis of the Employer's last answer. Saturdays, Sundays and Holidays shall not be included as "calendar days". Each party shall have written copies of all grievances and answers and settlements.

### ARTICLE VIII NO STRIKES OR LOCKOUTS

Section 8.1 The Union, its officers, and its members, individually and collectively, agree that during the life of this agreement, they will not strike or take part in, any sit-down, stay-in, or slow-down, or any curtailment of work, or restriction of production, or interference with the Employer's operations. The Union, its officers and its members will not cause, nor will the Union, its officers, or members take part in any strike or stoppage of any of the Employer's operations.

Section 8.2 The Employer reserves the right to invoke disciplinary action against any employee taking part in any violation of Section 8.1 above.

Section 8.3 So long as the Union and its officers and members are not in violation of Section 8.1 of this Article, the Employer will not cause or sanction a lock-out of any of its employees.

Section 8.4 This Article is in no way intended to diminish or be in lieu of any statutory prohibition on strikes.

ARTICLE IX  
DISCIPLINARY PROCEDURES

Section 9.1 Any employee with seniority shall be disciplined or discharged only for just cause and in no event until he shall have been furnished with a written statement of the alleged charges and the reasons for such action within five (5) business days of the realization of the occurrence. In the event a disciplinary hearing is held, the employee shall have reasonable time to prepare, shall have the right to counsel, and shall be afforded due process. Any such employee shall have the right to challenge the propriety of disciplinary action or discharge through the grievance procedure.

Section 9.2 The Employer shall discuss with the Union the establishment of or any changes in work rules and regulations at least ten (10) calendar days before the effective date of said rules and regulations.

Section 9.3 Written warnings for rule infractions or any letters or records of complaints from supervisors or City officials shall be removed from an employee's file where there have been no infractions of the same type for a period of eighteen (18) months. Employees shall be notified of letters or records of complaint or commendation added to the file. Employees shall have the right to respond to said complaints in a written letter.

In the event that an employee initiates a grievance on a disciplinary action, the content of the disciplinary action and the grievance steps shall remain confidential until the grievance is resolved. The Employer will maintain the security of all written material related to the action and the grievance until the grievance is resolved.

ARTICLE X  
SENIORITY AND PROBATIONARY PERIOD

Section 10.1 Employment Seniority is defined as the employee's continuous length of

service from the last date of hire into the bargaining unit and shall be applied as specifically set forth in other provisions of this Agreement. No loss of employment seniority will ever occur as long as employment with the City is maintained.

“Classification Seniority” is defined as the employee’s continuous length of service from the last date promoted into a classification. This time shall run separately, but concurrent with Employment Seniority, and shall be applied as specifically set forth in other provisions of this agreement.

Employees shall be placed on a list which shall initially be fixed and agreed upon by the parties as of the date of this Agreement and the list shall be on a seniority basis. The list shall consist of bargaining unit personnel. The Union shall be responsible for maintaining the classification seniority list. The City shall maintain the employment seniority list.

The Employer shall maintain such seniority lists including names and date of hire and current classification; and it shall be submitted to the Union President upon execution of this Agreement. This list shall be updated when any changes occur and submitted to the Union President.

Section 10.2 All new employees shall be considered as probationary employees for the first six (6) months of employment, during which period they may be discharged, laid off, have their probation extended a maximum of 90 days, or transferred by the Employer without regard to the provisions of this Agreement. If the employee fails to work a minimum of 28 shifts during their probationary period the employer may extend the length of probation until such time as the 28 shift minimum is reached.

Before any promotions become permanent, all promotions shall be subject to a six month probationary period. If, during the probationary period the Employer determines that a promoted

employee must be removed from the classification because he cannot fulfill the requirements of the job, or he chooses to reverse the promotion, he shall be returned to his former classification, without loss of classification seniority in the lower classification.

Section 10.3 If an employee is demoted through needs associated with layoff, he shall be returned to his former classification, without loss of classification seniority in the lower classification with service credit for the time spent in the higher classification.

Section 10.4 If an employee is subject to disciplinary demotion or voluntarily chooses demotion after probationary period is expired, the employee shall be returned to his former classification at the classification seniority he previously enjoyed in that classification and without service credit toward classification seniority.

Section 10.5 There shall be no responsibility for the rehiring or recalling of discharged or laid-off probationary employees, except as provided in the paragraph above concerning promoted employees. At the expiration of any probationary period, an employee's employment seniority shall be established as his most recent hiring date as a full-time employee and classification seniority shall be established as his most recent promotion date.

Section 10.6 The employment and seniority of an employee shall be terminated for any one or more of the following reasons:

- (a) Quit;
- (b) Discharge for just cause;
- (c) Failure to report for work at the termination of a leave of absence or an approved extension thereof;
- (d) Failure to report for work following a recall subject to the provisions of Article XI;
- (e) Failure to report for work without notice for three (3) consecutive workdays. An

employee shall notify the Employer prior to the start of the shift giving reason for the absence and expected date of return to work;

(f) On layoff from full-time employment for seven years or the length of his seniority, whichever is less;

Section 10.7 An employee who has been or is transferred by the Employer to a position outside the bargaining unit shall retain classification and employment seniority up to the date of his transfer for a period of six months. The employee shall not accumulate seniority while in a position outside the bargaining unit.

## ARTICLE XI LAYOFF AND RECALL

Section 11.1 A layoff is defined as either a temporary or indefinite layoff of an employee from active employment for such reasons that the Employer may determine which are by way of example but not by way of limitation; economic factors, loss of work requirements, equipment or supply problems and other similarly work-related conditions.

(a) A release from the job for less than twenty (20) consecutive days shall not be regarded as a layoff and may be affected without restriction.

(b) Any layoff that is intended to go beyond twenty (20) consecutive calendar days or in fact does exceed such days shall be deemed indefinite and will be handled in accordance with Section 11.2 below.

### Section 11.2 Indefinite layoff.

(1) Whenever a layoff in excess of twenty (20) consecutive days is to occur, the probationary employees (in any order) and thereafter the least senior employee in the classification affected shall be laid off provided that those remaining in that classification are capable of performing the available work.

(2) The employee so laid off may on the workday following the day of layoff, displace the least senior employee in another classification, said classification to be approved by the City, within the same or lower pay grade level and shall be paid at the same rate in a lateral assignment or at the highest rate paid for a lower classified assignment, provided that the new rate does not exceed the bumping employee's former rate; and further provided that in the opinion of the Employer he can perform the average requirements of the job without the benefit of training and with a minimum of supervision.

Section 11.3 Employees to be recalled from layoff shall be given five (5) calendar days to report after notice has been received by certified mail to their last known address as shown on the Employer's records.

Employees who decline recall or fail to report as directed within the time allowed, shall be presumed to have resigned and their names shall be removed from seniority lists.

Section 11.4 In the event of recall from layoff, it shall not be required that any laid-off probationary employees be offered employment.

Any employee with seniority shall be recalled in the reverse order of layoff provided he is capable of performing the available work in accordance with the same standards as are applied on layoff.

Section 11.5 Where an indefinite layoff is to occur, the affected employee will receive written notice thereof 14 calendar days in advance of the layoff.

Section 11.6 The Employer may reduce the hours in the work week of any classification to not less than thirty-six (36) hours in lieu of affecting a force reduction.

Section 11.7 A discontinuance of any overtime hours shall not be deemed a layoff or force reduction.

Section 11.8 In the event that a lay-off of personnel or a reduction of hours is needed, those part-time firefighters assigned to a scheduled 52 hour week shall have their hours eliminated prior to the lay-offs or reduction of hours of any full-time employee.

## ARTICLE XII VACANCIES

Section 12.1 A permanent vacancy is defined to be a vacancy of a bargaining unit position which the Employer intends to fill caused by the creation of a new position within the unit or by the termination, quit, death, retirement or promotion of an employee or by a leave of absence of forty-five (45) days or more.

Section 12.2 All applicants for a vacancy will be reviewed based upon an agility test, written test, physical exam (which shall include, but is not limited to a psychological evaluation and drug test) and oral interview. The Employer may elect to conduct an Assessment Center to evaluate the applicant's KSA's.

## ARTICLE XIII SPECIFIC LEAVES OF ABSENCE

### Section 13.1 Bereavement Leave.

(a) Immediate Family. In case of death in the "immediate family" an employee shall receive a leave of absence with pay of 72 hours of scheduled work. Immediate family is defined as wife, husband, brother, sister, child, step-child, parent, step-parent, mother-in-law, and father-in-law.

(b) In case of death in the "family", an employee shall receive a leave of absence with pay of up to 72 hours of scheduled work. Family is defined as grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law and any other relative living in the same household.

(c) If the situation warrants an extension, the City Administrator may grant up to an additional thirty-six (36) hours of scheduled work. A written request for any such extension must be filed with the City Administrator.

Section 13.2 Jury Duty Leave. An employee who is called to and reports for jury duty shall be compensated by the Employer for time spent in performing jury duty during such hours as the employee was scheduled to work. The compensation to be paid hereunder shall not exceed the difference between the employee's regular straight-time hourly rate and the daily jury fee paid by the court exclusive of mileage and other expense money. In order to receive payment, an employee must give the Employer prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which he claims payment. An employee reporting for jury duty and released from jury duty shall report immediately to work. There shall be no loss of seniority or other fringe benefits while serving on jury duty.

Section 13.3 Military Leave. The Employer shall grant a leave of absence without pay to full-time employees for the purpose of service in the armed forces, or for the purpose of undergoing training duty in the armed forces, provided that such leave shall be pursuant to applicable laws and regulations.

Section 13.4 Maternity Leave. Maternity leave without pay shall be granted commencing when it is either medically inadvisable for the employee to continue work or when the employee can no longer satisfactorily perform her job, whichever occurs first. A doctor's statement permitting work shall be furnished. Such leave shall terminate at such time as the employee is medically able, as shown by a doctor's statement, to return to work. Seniority shall accrue during such leave and sick leave shall not apply except to the extent required by law.

Section 13.5 All leaves shall be without pay and fringe benefits and without loss of seniority unless specifically provided to the contrary.

Section 13.6 Legal Action. Any employee who is required to appear on behalf of the City in any legal proceedings during off duty hours shall be compensated at one and one-half times the prevailing hourly rate for such time spent, with a two-hour minimum. Any witness fees or other compensation paid to an employee shall be returned to the City.

Section 13.7 Unpaid Family and Medical Leave. The Employer shall grant leave pursuant to the City of Norton Shores Unpaid Family and Medical Leave Policy.

Section 13.8 At least one (1) bargaining unit member designated by the Union shall be granted paid leave twice per calendar year (spring and fall) to attend District Meetings and once every other year (in even numbered years) to attend the Biennial Convention conducted by the Michigan Professional Fire Fighters Union. In addition, at least one (1) bargaining unit member designated by the union shall be granted paid leave every other year (in even numbered years) to attend the Convention of the International Association of Fire Fighters. Leaves of one duty day shall be granted to attend District Meetings. Leaves shall be granted sufficient to accommodate attendance at the Conventions for four days each and travel to and from same.

ARTICLE XIV  
VACATION

Section 14.1 Vacations with pay shall be based upon years of continuous service with the Employer and shall be granted according to the following schedule:

Years of Continuous Service	Hours of Vacation W/Pay
Less than 7	120
7 but less than 14	180
14 or more	240

The employee's seniority date shall be used to compute his eligibility for vacation with pay.

Section 14.2 All vacation with pay shall be approved in advance by the Fire Chief. At least one bargaining unit member in addition to the Fire Inspector and/or Ordinance Officer shall be permitted to be on vacation at any time. Vacation with pay shall be scheduled by shift and Fire Prevention Bureau bargaining members in order of employment seniority during the annual vacation calendar schedule sign up. A maximum of 144 hours can be scheduled by each employee the first rotation through. There is no maximum for the second rotation through. After vacation schedule calendar submittal, if two or more employees submit conflicting requests, the earlier request will prevail.

Section 14.3 The Employer shall on or about each January 1 and July 1 furnish each employee with a statement of his accrued, but unused, vacation hours.

Up to one hundred-twenty (120) hours accrued but unused vacation may, upon approval of both the Fire Chief and the City Administrator, be carried over to the six (6) month period following the date of the statement.

Section 14.4 Employees shall accrue vacation benefits during the probationary period, but shall not be eligible for vacation with pay until completion of six (6) months of continuous service. At completion of the six (6) months of service, the employee shall have accrued and be eligible to use sixty (60) hours vacation.

Section 14.5 Employees who voluntarily quit and give the Employer at least two (2) weeks' advance written notice shall be entitled to payment for accrued but unused vacation hours.

Section 14.6 When a paid holiday occurs during an employee's vacation, the employee, provided he qualifies for holiday pay, shall receive an equal number of hours of vacation.

Section 14.7 Each employee may use forty-eight (48) personal leave hours per year.

Personal leave time will be pro-rated for all new hires at the rate of 12 hours per calendar quarter worked during the current fiscal year. Use of the hours must be approved in advance by the Fire Chief. If the personal hours are not used before the end of the fiscal year, they will be lost and no compensation shall be given to the employee. No pay shall be given to the employee upon termination, death or retirement for unused personal hours. In the event that the employer's fiscal calendar year is changed the employees personal leave time shall be pro-rated so that there is no loss of the employees personal leave time.

Section 14.8 If an employee becomes ill while on vacation, the employee may request that sick leave be charged during the time of illness. Such requests shall be accompanied by a doctor's note. The employee's vacation bank may then be credited with the time that sick leave was used if approved by the chief. Such requests shall not be unreasonably denied.

#### ARTICLE XV SICK LEAVE

##### Section 15.1

(a) All employees shall be eligible for accumulations of sick leave hours of twelve (12) hours for each month of service.

(b) "Service" shall include hours compensated for by reason of sick leave, holidays, vacation or other paid leave time.

##### Section 15.2 Sick leave shall be granted for the following:

(a) Personal injury not covered by Worker's Compensation.

(b) Personal illness, including medical and dental

appointments during working hours. Such appointments shall have prior approval of the Fire Chief.

(c) Enforced quarantine in accordance with community health regulations;

(d) Employees may use sick time for an immediate family health situation requiring the employee's presence, up to a maximum of 72 hours of total annual usage which can be used in increments of 1 hour. Immediate family is defined as wife, husband, child, parent, stepparent, brother, sister and grandparent or minor (for which the employee is legal guardian) living in the same household. Advance approval whenever possible from the Fire Chief or designee should be acquired in this instance.

Section 15.3 Sick leave pay shall be at the rate of one (1) hour of pay at the employee's straight-time hourly rate for each hour of absence.

When a Holiday occurs during an employee's sick leave and the employee is otherwise eligible for Holiday pay, it will not be counted as part of the sick leave time.

Section 15.4 Advance of Sick Leave. In those cases where an employee has qualified for sick leave and has exhausted all vacation and sick leave accumulations, the Employer may authorize an extension of sick leave with compensation for a maximum of two hundred-forty (240) working hours, if the employee is expected to be able to return to work. Such days shall be on a loan basis and repaid at the regular rate of accumulation upon return to work. Upon the expiration of all vacation and sick leave benefits, the Employer may grant a leave of absence, without pay or benefits and with no accumulation of seniority.

Section 15.5 Sick Leave Administration. Sick leave shall be administered as follows:

(a) Requests. Requests for sick leave should normally be made before an employee is regularly scheduled to report for duty and where possible, on extended leaves, in writing.

(b) Doctor's Certificates. The Employer reserves the right to verify the reported

sickness or injury of an employee and may require a doctor's certificate for absence due to sickness or injury when there is evidence of abuse of sick leave or in any event for an absence of three (3) days or more. The doctor's certificate must state the kind and nature of the sickness or injury and whether the employee has been incapacitated for work for said period of absence. The Employer may require a medical examination of the employee by its own physician at the Employer's cost to verify the illness or injury or the ability to return to work.

(c) Sick Leave Charges. Sick leave shall be chargeable only when used on regularly scheduled workdays or work periods. Should an employee report for his regularly scheduled shift and become injured during his tour of duty necessitating him to leave prior to completion of his shift, such employee shall not be charged for sick leave.

Should an employee report for his regularly scheduled shift and become ill during his tour of duty necessitating him to leave prior to completion of his shift, such employee shall not be charged for a day of sick leave and shall be compensated for the full shift provided that he has worked one-half or more of his regularly scheduled shift.

Section 15.6 An employee who expects to be absent on sick leave shall notify the Fire Chief or his designated representative as promptly as practical, depending on his circumstances, but in any event where possible at least one (1) hour prior to the start of his scheduled shift, or shall lose sick leave compensation for that day.

Section 15.7 No payment for unused sick leave shall be made upon termination of employment, except that effective July 1, 1995, 50% of all unused sick leave hours accumulated after that date which are in excess of 1,680 sick leave hours shall be paid to the employee upon retirement.

(a) Effective July 1, 1998, the 1,680 hours shall be changed to 1,440 hours.

- (b) Effective July 1, 2000 the 1,440 hours shall be changed to 1,380 hours.
- (c) Effective July 1, 2001 the 1,380 hours shall be changed to 1,320 hours.
- (d) Effective July 1, 2002 the 1,320 hours shall be changed to 1,260 hours.
- (e) Effective July 1, 2005, the 1,260 hours shall be changed to 1,200 hours.
- (f) Effective July 1, 2006, the 1,200 hours shall be changed to 1,140 hours.
- (g) Effective July 1, 2007, the 1,140 hours shall be changed to 1,080 hours.

Section 15.8 Annual Sick Leave Payout. Effective July 1, 2003 Employees shall be compensated for 50% of all unused accumulated sick leave in excess of 2,160 hours annually.

## ARTICLE XVI HOURS OF WORK

Section 16.1 Bargaining Unit Members. A regular work schedule, which is not a guaranteed work schedule, shall normally consist of not more than a 54 hour work week when averaged over a maximum 28-day period. Overtime shall adhere to all FLSA laws and other contractual obligations.

Section 16.2 All employees shall work their normally scheduled hours unless the employee requests the time off and such time is approved.

Section 16.3 Changes in the regular work schedule shall be discussed with the Union sixty (60) calendar days in advance of the effective date.

Section 16.4 Hours worked referred to in this contract shall mean only those hours worked as an employee, defined in Purpose, Article I.

Section 16.5 The City shall determine lunch and rest periods so as to not interfere with the daily operations of the City, but being no less than three (3) hours and thirty (30) minutes for 24

hour shifts, two (2) hours and twenty (20) minutes for 12 hour shifts and two (2) hours and ten (10) minutes for 10 hour shifts.

Section 16.6 At no time other than a declared emergency may individuals other than part-time fire fighters and employees of other fire departments perform bargaining unit work and under no circumstances may this be done for the avoidance of overtime or to eliminate current positions.

Section 16.7 The annual shift bid process shall begin by September 15 and be completed by October 1 of each year. Shift bids shall become effective at the beginning of the first full 28 day cycle after January 2 of the year following the bid procedure.

#### ARTICLE XVII OVERTIME AND PREMIUM PAY

Section 17.1 Bargaining Unit Members. Overtime pay shall be administered according to Fair Labor Standard Act requirements.

Section 17.2 There shall be no pyramiding of hours for the purpose of computing overtime pay or payment of more than one premium pay for the same hour.

Section 17.3 The Employer will consider approved paid leave time as time worked for the purpose of computing overtime.

Section 17.4 Bargaining Unit Members - Compensation For Working A Holiday. A bargaining unit member shall be paid either one and one-half times his straight-time hourly rate or shall receive compensatory time off equal to two times the hours actually worked, at the discretion of the Employer, for all authorized hours worked on the holidays provided in Article XXI hereof.

In cases in which an employee's hours worked on a holiday are in excess of those he is regularly scheduled to work on a regular workday or cases in which such hours worked on a

holiday are in excess of those hours which the employee is scheduled to work during a regular workweek, such excess hours worked on the holiday shall be compensated at two and one-half times the employee's straight-time hourly rate or by compensatory time off in an amount of time equal to two and one-half times the number of excess hours worked, the manner of compensation to be determined by the Employer.

Section 17.5 For the purposes of computing holiday pay, the holiday pay period shall commence at the start of the shift scheduled on the date of the holiday and end at the conclusion of that shift. At no time shall any holiday period exceed 24 hours for any one holiday date. This same holiday pay period shall apply to off duty responses and assignments.

Section 17.6 When the Fire Chief or his designee determines that there is any absence of personnel on a shift and that the absence should be filled, the Fire Chief or his designee shall attempt to have either a bargaining unit employee or part-time firefighter fill the vacancy by seniority.

Section 17.7 Employees shall be notified through the department electronic notification system to fill vacancies. The most senior employee eligible to return the page within thirty (30) minutes shall be assigned to fill the vacancy.

Section 17.8 The Fire Chief shall maintain a current record of all overtime worked which shall be made available upon request.

Section 17.9 All hours compensated in the aforementioned situations with the exception of off duty response will be in 15 minute increments with a two hour minimum unless hours worked are a continuation of previously scheduled work, which will be compensated at actual time worked. Off duty run response will be compensated in 15 minute increments with a one hour minimum. All overtime calculations shall begin after 212 hours worked in a 28 day cycle.

Section 17.10 Any scheduled overtime assignment that is canceled by the employer with less than 24 hours notice will be compensated for two hours at one and one-half times the straight time hourly rate.

Section 17.11

- (a) Employees shall not be compensated, in the form of either time off or pay, for time spent traveling to and from approved training sessions within Muskegon County.
- (b) Employees shall be compensated, in either compensatory time (see Section 17.12) or at one and one half (1-1/2) their hourly rate, for time spent travelling to and from approved training sessions outside Muskegon County, and time spent attending any approved training session.

Section 17.12 Compensatory Time.

- (a) In lieu of overtime pay, at the discretion of the employee, such employee will be allowed compensatory time off with pay at his/her regular straight time hourly rate of one and one-half (1-1/2) hours for each hour of overtime or scheduled holiday worked.
- (b) In cases where an employee's hours worked on a holiday are in excess of those he is regularly scheduled, such employee will be allowed compensatory time equal to that of two and one-half (2-1/2) times the hours worked.
- (c) An employee shall be allowed to accumulate a maximum of 72 hours of compensatory time. All unused compensatory time shall be paid to the employee on the first pay period of December of each year.
- (d) Employees requesting compensatory time off must make such request as far in advance as possible. Any compensatory time off shall be taken at a time approved by the Fire Chief or his designee.

ARTICLE XVIII  
RETURN TO WORK FROM LEAVE OF ABSENCE

Section 18.1 An employee with seniority returning from a leave of absence shall be returned to the position that he vacated.

Section 18.2 A probationary employee returning from a leave of absence may be returned to an available vacancy designated by the Fire Chief at his discretion for which the employee is qualified.

Section 18.3 Any employee assigned to less strenuous duties due to health or disability shall continue to receive all compensation and fringe benefits including accumulation of seniority related to his or her normally assigned position. The employer reserves the right to determine if less strenuous duties are available and when they will be scheduled.

Section 18.4 The method of evaluation for annual ability test training will also be used as the "Return to Work" ability test for qualifying absences, injuries, illnesses or medical procedures. To qualify, an absence, injury, illness, or medical procedure resulting in restricted duty or inability to work shall be longer than 28 days in duration and/or recommended by the City Physician. Should the bargaining Unit Member fail to successfully complete the test, they will be referred to the City's physician for further assessment. A maximum of three (3) tests and/or a maximum of 120 days shall be given to successfully complete the return to work test. If at this end, the Bargaining Unit Member has not successfully completed the test, appropriate separation of employment shall be pursued.

ARTICLE XIX  
INSURANCE

Section 19.1 The Employer shall continue for the duration of this Agreement the group hospitalization, dental and optical plan in effect on the effective day of this Agreement. The

Employer shall pay the single subscriber premium. For employees who elect dependent coverage, the Employer shall pay 100% of the additional premium attributable to the dependent coverage.

Effective July 1, 2004, there shall be deducted from each covered employee's paycheck each pay period a sum of \$10.00 (\$260.00 per year) for the group hospitalization plan. Such deductions are hereby authorized by this Agreement.

Effective July 1, 2008 there shall be deducted from each covered employee's paycheck each pay period a sum of \$20 (\$520 per year) for the group hospitalization plan. Such deductions are hereby authorized by this Agreement.

Effective July 1, 2012 there shall be deducted from each covered employee's paycheck each pay period a sum of \$25 (\$650 per year) for the group hospitalization plan. Such deductions are hereby authorized by this Agreement.

Effective July 1, 2016, employees are required to complete a Health and Wellness Assessment on an annual basis. If the Assessment is not completed the \$25 deduction per pay period will increase to \$50 per pay period.

Section 19.2 Effective July 1, 1989, any HMO premium cost in excess of the standard hospitalization cost will be paid for by the employee through payroll deduction if the employee elects to continue the HMO coverage. Also effective July 1, 1989, the \$3.00 co-pay drug rider will be added to the standard hospitalization insurance program.

(a) Effective July 1, 2000 the co-pay for the drug rider will be changed to \$5.00.

(b) Effective July 1, 2004 the \$5.00 co-pay for the drug rider shall be \$10/\$20 (generic/brand name) and the Employer shall reimburse the employee the difference between the current \$5.00 co-pay and \$10/\$20 co-pay.

(c) Effective July 1, 2008 the co-pay for the drug rider shall be \$10/\$20 (generic/brand name) and the Employer shall reimburse the employee back to \$10.

(d) Effective July 1, 2010 the co-pay for the drug rider shall be \$10/\$20 (generic/brand name).

(e) Effective July 1, 2013 employees will be covered by the BC/BS Simply Blue program.

Section 19.3 Life Insurance. Effective July 1, 1995, the Employer shall purchase life insurance coverage for each Employee. The face value of each Employee's policy shall be equal to the employee's annual wage as set forth in Section 22.3.

Section 19.4 Disability Insurance. The Employer shall continue for the duration of this Agreement the existing long-term disability income insurance and life insurance programs with full premiums paid by the Employer.

Section 19.5 The Employer's liability with respect to any insurance benefits shall be limited to the payment of the applicable premium for the insurance coverage specified, and upon such payment all obligations of the Employer under this Section shall be fully satisfied. Under no circumstances shall this Agreement be construed to impose upon the Employer the responsibility of insurer.

Section 19.6 The Employer reserves the right at any time to change insurance carriers provided such change does not reduce the insurance coverage.

Section 19.7 All insurance coverage shall terminate on the date of termination of employment. If an employee is on layoff or leave of absence, it shall terminate on the first day of the month following the month of layoff or leave of absence.

Section 19.8 Employees retired under MERS and their dependents shall be eligible for

hospitalization insurance coverage equal to that of a full-time employee, at the expense of the employee, until such time as the employee and/or dependents qualify for Medicare coverage. At that time the coverage provided must shift to a Medicare supplement program. Retired employees and dependents wishing to retain the HMO optional coverage until Medicare may do so, subject to the provisions of Section 19.2 and HMO availability.

Section 19.9 Effective July 1, 1996, employees who retire after July 1, 1996 may continue dental insurance coverage equal to that of a full-time employee (including eligible dependents, if elected), at the expense of the employee, until age 65, subject to availability by the insurance carrier. Retired employees shall sign up for automatic payment in a timely manner, with the Employer's finance director (or the finance director's designee) to cover the retiree's portion of the cost of such insurance. The retired employee's failure to do so shall terminate the retired employee's (and any dependent's) further participation in the program.

Section 19.10 Insurance Opt Out. Pursuant to the City's insurance opt-out program, employees who have or can obtain hospitalization insurance coverage through their spouse, may decline such coverage from the employer and receive half of the premium, up to \$600 per month. Further, the employee may retain the additional compensation or defer it to a 457 deferred compensation account approved by the employer.

Section 19.11 Retiree Insurance. For employees hired after July 1, 2013, retiree health care will be made available to the employee only upon retirement. The City will contribute, on a monthly basis, \$20 x years of service up to \$600 toward the premium. All bargaining unit members will also be able to participate in a Health Reimbursement Arrangement (HRA), with a minimum 1% base wage employee contribution.

ARTICLE XX  
RETIREMENT

Section 20.1 The Employer will provide for all bargaining unit employees Benefit Program B-3 with the 55F waiver as provided for in the Michigan Municipal Employee's Retirement System Act, Act No. 135, Public Act of 1945, as amended. Retirement shall be mandatory for all employees on the first day of the month following the month in which the employee has attained the age of 70. The Employer will pay the entire cost of the provided program.

Section 20.2 Effective July 1, 1995, all bargaining unit employees will be provided the MERS B-3 Benefit Program with the F-55 Waiver with 15 years of service.

Section 20.3 Effective July 1, 1999, all bargaining unit employees will be provided the MERS FAC-3 benefit.

Section 20.4 Effective July 1, 2000, all bargaining unit employees will be provided the MERS B-4 Benefit Program with the F-55 Waiver with 15 years of service.

Section 20.5 Effective July 1, 2008 new hires who are not current City employees will contribute 2% of their salary to the MERS pension plan.

Section 20.6 Effective July 1, 2010, current employees will contribute 1.5% of their salary to the MERS pension plan.

Section 20.7 Effective July 1, 2013 full-time employees hired after this date will receive Benefit Program B-3 (2.25%) including the F55-25 waiver and the FAC-5 program provided for in the Michigan Municipal Employees Retirement System Act, Act No. 135, Public Acts of 1945, as amended for all full-time employees. They will contribute the same percentage of their salary to the MERS pension plan as current employees.

Section 20.8 Effective July 1, 2013 full-time employees will contribute an additional .25% of their salary to the MERS pension plan. (1.75% total)

- (1) Effective July 1, 2014 full-time employees will contribute an additional .25% of their salary to the MERS pension plan. (2.0%)
- (2) Effective July 1, 2015 full-time employees will contribute an additional .25% of their salary to the MERS pension plan. (2.25%)
- (3) Effective July 1, 2016 full-time employees will contribute an additional .25% of their salary to the MERS pension plan. (2.50%)
- (4) Effective July 1, 2016 full-time employees hired after July 1, 2016 will contribute an additional 1.50% of their base wage to the MERS pension plan. (4.0%)

ARTICLE XXI  
HOLIDAYS

Section 21.1 The following days are designated and observed as paid holidays for employees:

- |                     |                              |
|---------------------|------------------------------|
| 1. New Year's Day   | 6. Thanksgiving Day          |
| 2. Easter Sunday    | 7. Friday after Thanksgiving |
| 3. Memorial Day     | 8. Christmas Eve             |
| 4. Independence Day | 9. Christmas Day             |
| 5. Labor Day        | 10. New Year's Eve           |

For employees on a 5 day schedule, in the event a holiday falls on a Saturday, the preceding Friday shall be a holiday. In the event a holiday falls on a Sunday, the following Monday shall be a holiday. Holidays will not require staffing at maximum levels unless determined necessary by the Fire Chief or his designee. Staffing during a holiday will not drop below the required minimum manning level for holidays which fall on a weekday.

Section 21.2 Holiday Pay. All eligible Employees shall be compensated twelve (12) hours pay at their straight-time hourly rate for each recognized holiday whether the Employee works or

not, except as provided below.

Section 21.3 To be eligible for holiday pay, the employee must have worked his last scheduled shift before the holiday and his first scheduled shift after the holiday unless excused or on paid leave of absence.

Section 21.4 Employees on layoff, unpaid leave of absence or who are receiving Worker's compensation shall not be eligible for holiday pay. Employees who are scheduled to work on a holiday and who do not work, unless excused, shall not receive holiday pay.

Section 21.5 Holiday pay shall not count as hours worked for purposes of computing overtime except as provided in Article XVII.

Section 21.6 If a paid holiday occurs while an employee is on sick leave or vacation, the employee shall be entitled to additional paid leave equivalent to the amount of sick leave or vacation that occurred during the holiday.

## ARTICLE XXII WAGES

Section 22.1 New hires may be placed on the appropriate step on the salary or wage schedule at the discretion of the Employer, in recognition of prior experience either with the Employer or others.

Section 22.2 Upon being placed on the salary schedule, employees may progress through the steps in accordance with the following procedures.

(a) The step increase shall be granted only upon recommendation of the Fire Chief with approval of the City Administrator at each step in the schedule.

(b) In the event that an employee is to be denied the step increase he shall be informed in writing with reasons for the denial.

(c) For purposes of computation of months of service for employees, service time shall

not accumulate and the qualification date for the step increase shall be postponed for any absence occasioned by either layoff, suspension or leave, which is without pay and which is in excess of thirty (30) calendar days.

(d) A merit pay increase to the next step in advance of the normal step increase qualification date may be awarded to an employee for exceptional service at the discretion of the Employer.

Section 22.3 Wage rates for department classifications are as follows, which shall become effective July 1, 2016, are as follows:

A. Annual Salary for Employees by Classification

Annual Salary for Employees by Classification.

July 1, 2016 2%	Hire	Step 2 (6months)	Step 3 (12months)	Step 4 (24months)	Step 5 (36months)	Step 6 (48months)	Step 7 (60months)
FFD	\$16.01	\$16.59	\$17.16	\$19.76	\$20.40	\$21.03	\$21.66
Ordinance	\$16.01	\$16.59	\$17.16	\$19.76	\$20.40	\$21.03	\$21.66
LT	\$17.04	\$17.62	\$18.18	\$20.87	\$21.50	\$22.13	\$22.78
F.I.	\$17.55	\$18.13	\$18.69	\$21.43	\$22.06	\$22.70	\$23.33
Capt.	\$17.55	\$18.13	\$18.69	\$21.43	\$22.06	\$22.70	\$23.33
July 1, 2017 2%	Hire	Step 2 (6months)	Step 3 (12months)	Step 4 (24months)	Step 5 (36months)	Step 6 (48months)	Step 7 (60months)
FFD	\$16.33	\$16.92	\$17.50	\$20.15	\$20.81	\$21.45	\$22.10
Ordinance	\$16.33	\$16.92	\$17.50	\$20.15	\$20.81	\$21.45	\$22.10
LT	\$17.39	\$17.97	\$18.54	\$21.29	\$21.93	\$22.58	\$23.23
F.I.	\$17.91	\$18.49	\$19.06	\$21.86	\$22.50	\$23.15	\$23.79
Capt.	\$17.91	\$18.49	\$19.06	\$21.86	\$22.50	\$23.15	\$23.79
July 1, 2018 2%	Hire	Step 2 (6months)	Step 3 (12months)	Step 4 (24months)	Step 5 (36months)	Step 6 (48months)	Step 7 (60months)
FFD	\$16.66	\$17.26	\$17.85	\$20.56	\$21.22	\$21.88	\$22.54
Ordinance	\$16.66	\$17.26	\$17.85	\$20.56	\$21.22	\$21.88	\$22.54
LT	\$17.73	\$18.33	\$18.91	\$21.71	\$22.37	\$23.03	\$23.70
F.I.	\$18.26	\$18.86	\$19.44	\$22.30	\$22.95	\$23.61	\$24.27
Capt.	\$18.26	\$18.86	\$19.44	\$22.30	\$22.95	\$23.61	\$24.27

B. The City shall have the right to increase the salary schedules for all employees above the contract schedule, at such times and in such amounts as it deems appropriate, based upon individual performance and merit in the position. Such increases, or the lack thereof, shall not be subject to the grievance procedure.

C. Any employee working at a higher classification temporarily shall be considered as acting in that higher classification and will be compensated at the appropriate higher rate of pay for the higher classification. Acting pay shall be paid to any bargaining unit member who acts in a higher classification for at least 9 consecutive shifts. Any bargaining unit member eligible for acting pay shall be compensated at the higher rate for all hours worked in the higher classification, dating back to the first of the 9 consecutive shifts. Shifts worked as part of a trade or any overtime situation shall not be counted as a consecutive shift.

#### ARTICLE XXIII WORKER'S COMPENSATION LEAVE AND PAY

Section 23.1 A leave of absence shall be granted to a full-time employee who becomes incapacitated as a result of injury or occupational disease incurred through no misconduct of his own while on actual performance of duty.

(a) Compensation During Injury Leave of Seven Days or Less. The employee shall be paid at his regular rate of pay for time lost from work for any injury incurred on the job or occupational disease which incapacitates the employee for seven days or less.

(b) Compensation During Injury Leave of Eight Days to Thirteen Days. The employee shall be paid at his regular rate of pay for time lost from work for the first seven days and at the rates stipulated in Act 10 of 1912 of the State of Michigan, as amended, being the Worker's Compensation Law, as Worker's Compensation insurance benefits, for the eighth through the thirteenth days for any injury incurred on the job or occupational disease which incapacitates the

employee for eight to thirteen days.

(c) Compensation During Injury Leave of Fourteen Days (2 Weeks) or Longer. The employee shall be paid at the rates provided and for the length of time stipulated in Act 10 of 1912 of the State of Michigan, as amended, being the Worker's Compensation Law, as Worker's Compensation insurance benefits, for any injury incurred on the job or occupational disease which incapacitates the employee for fourteen days (2 weeks) or longer of if death results from the injury or disease. Said compensation shall be computed from the date of injury.

(d) Use of Accrued Vacation and Normal sick Leave. If an employee's compensation under the Worker's Compensation Law falls below his regular rate of pay, the employee shall be permitted to use his accrued vacation and normal sick leave as provided for in this Agreement to supplement his Worker's Compensation insurance benefits so that there is no loss in pay for time lost from his regular schedule of work.

Section 23.2 Return from leave under this Article shall be in accordance with provisions in Article XVIII.

ARTICLE XXIV  
LONGEVITY

Section 24.1 All employees who have performed continuous service for the number of years set forth below shall be eligible to begin accruing longevity pay at the beginning of the payroll period in which the required number of years has been completed in accordance with the following schedules:

Percent of Base Salary	Completion of Continuous Service Year
Two and one-half percent (2.50%)	Five (5)
Five percent (5.0%)	Eleven (11)
Seven and one-half percent (7.50%)	Seventeen (17)
Ten percent (10.0%)	Twenty-Three (23)

Section 24.2 (a) Base salary shall be that which is in effect for the employee at the beginning of the payroll period in which the service year is completed.

(b) Continuous service shall be counted beginning with the last date of hire or last date of commencing service as a full-time employee.

(c) Continuous service shall be broken by any event set forth in Article X.

(d) No credit shall be allowed for time toward the accumulation of service by employees suspended, on layoff, or on leave without pay for over thirty consecutive calendar days, and additional time equal to the loss of service must be served to qualify for longevity.

Section 24.3 Longevity pay will be paid either as an increment with the regular paycheck or paid semi-annually on June 1st and December 1st of each year, at the option of the employee.

Section 24.4 Upon reaching eligibility for longevity, the first payment will be prorated according to hire date. Upon termination, except discharge for just cause, an employee shall be paid the accrued pro-rata amount of longevity pay based upon months worked subsequent to the last longevity payment.

Section 24.5 Effective July 1, 2000, Longevity payout for employees hired before July 1, 2000, shall be capped at \$5,500 annually.

Section 24.6 Effective July 1, 2000, the longevity schedule for employees hired after July 1, 2000, shall be as follows:

Annual Payment	Completion of Continuous Service Year
\$250	Five (5)
\$500	Eleven (11)
\$750	Seventeen (17)
\$1,000	Twenty-Three (23)

ARTICLE XXV  
UNIFORMS

Section 25.1 Employees shall wear a uniform provided and replaced as needed by the Employer.

Section 25.2 The items of the work uniform to be provided are listed in Appendix Number One.

Section 25.3 One badge and collar brass will be given to the employee upon promotion or at retirement.

ARTICLE XXVI  
CONTINUATION OF PART-TIME FIREFIGHTER PROGRAM

Section 26.1 The Union, its officers and its members shall at no time attempt any action, through this Agreement or otherwise, which would adversely affect any continuation of the part-time fire fighter program of the City. This is in no way intended to limit an employee's rights as a private citizen.

ARTICLE XXVII  
NO BARGAINING DURING LIFE OF AGREEMENT

Section 27.1 During the life of this Agreement neither the Employer nor the Union shall be under any obligation whatsoever to bargain with the other party on any subject contained or not contained in this Agreement.

ARTICLE XXVIII  
GENERAL

Section 28.1 The Employer shall provide a bulletin board in each fire station to be used by the Union to post notices of Union meetings, elections and social events.

Section 28.2 This Agreement is subject to the laws of the State of Michigan with respect to powers, rights, duties and obligations of the City, the Union and the Employees. If any

article or section of this Agreement or supplement thereto should be held invalid by operation of State and Federal law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and any supplements thereto shall not be affected thereby.

Section 28.3 The Employer shall provide necessary foul-weather gear, gloves, eye and ear protectors, hard hats, and all other safety equipment reasonably required for bargaining unit member to perform their job duties safely.

Section 28.4 Employer shall provide a copy of the final Agreement to each employee covered under this Agreement.

Section 28.5 There shall be one (1) employee representative with seniority appointed to a Safety Committee designated to review safety procedures concerning employees covered by this Agreement.

Section 28.6 The Employer will provide shower facilities in each fire station.

Section 28.7 Any part-time employee shall not be in a command position over a full-time firefighter or officer. Further, a full-time firefighter who is also an officer shall be in command of full-time firefighters.

Section 28.8 All training shall be upon the approval of the Fire Chief. The City will provide training for all bargaining unit personnel during working hours. Such training will be recorded, and the training records for each individual will be made available to them. The amounts of training shall be mutually agreeable to the parties.

Section 28.9 Employees shall be and remain non-tobacco users as a condition of employment. No tobacco use will be allowed in any fire station or city vehicle at any time.

Section 28.10 Full-time employees of the Fire Department may respond during unscheduled

work hours to calls as determined by the Fire Chief.

If a full-time department member is serving in the capacity of an officer and is serving in an on-call basis, he shall respond to all calls.

Section 28.11 The Employer may require employees to submit to post accident and reasonable suspicion drug and alcohol testing.

Section 28.12 Employees shall reside within 20 miles as driven from the closest city border. Further, the Fire Chief reserves the right to limit after hours response to calls by employees who are non-residents.

Section 28.13 Station and shift assignments shall be based on classification seniority and bid annually, at a minimum, or as needed as determined by the Fire Chief. Station and shift assignments will be bid by employee classifications and in order of descending rank(i.e., Captain, Lieutenant, Firefighter/Driver) to facilitate the disbursement of personnel to needed shifts and/or stations.

(a) Employees in all classifications shall remain qualified for duty at all stations. Duty qualifications may be assessed through use of practical and/or written examinations recommended by the Training Committee with the final determination and approval of the Fire Chief.

Section 28.14 The Employer shall provide thirty (30) days' notice, or sufficient time to adequately train personnel, prior to the introduction or implementation of major or substantial technological changes or changes in services or skills required in the operation of the Norton Shores Fire Department. The Employer shall notify the Union, in writing, of the nature and type of changes which are proposed. The Employer and the Union shall promptly meet and confer with regard to the advisability, nature and impact said changes will have on the Union and the

Department, and the amount and type of training necessary to implement the changes. Every effort will be made to fill any new positions created from the changes with current employees. The Union shall have the right to comment upon the proposed changes, but after the expiration of thirty (30) days following the written notice or after sufficient time to adequately train personnel has past the Employer may implement said changes.

Section 28.15 Recruit Training Officer Assignment (RTO).

The RTO assignees assigned by the Fire Chief to train new employees are entitled to compensation as outlined below. Assignments will be made at the discretion of the Fire Chief with consideration given to the qualifications established and workloads required. At a minimum one RTO will be assigned for each of the City's three fire stations. Those assigned the duties of the RTO will be allowed to bid the station assignment, at which the RTO duties will be fulfilled, during the normal shift and station bid process prior to the station bid of the remaining Firefighter/Drivers. The employee shall continue the assignment unless removed from the assignment for performance issues at the discretion of the Fire Chief or the employee is promoted to a classification outside of the Firefighter/Driver. Employees assigned to the RTO assignment shall be compensated 12 hours of leave time for each Recruit trained. Compensation for assignments less than a full training phase will consist of 2 hours for each approved scheduled training shift completed. The leave time accumulated must be taken within twelve (12) months and scheduled with the approval of the Fire Chief or his designee.

ARTICLE XXIX  
DURATION

Section 29.1 This Agreement will be effective as of July 1, 2016 and shall remain in full force and effect until and including the 30th day of June, 2019. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety

(90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin [no] later than sixty (60) days prior to the anniversary date.

ARTICLE XXX  
FOOD ALLOWANCE

Section 31.1 Food Allowance. A food allowance shall be paid to each bargaining unit member, twice annually, in the amount of \$250 each payment. Payments shall be made on June 1 and December 1 of each year. Upon hiring and termination, except discharge for just cause, an employee shall be paid the accrued pro-rata amount of the food allowance pay based upon months worked subsequent to the last food allowance payment.

ARTICLE XXXI  
FIRE DEPARTMENT UNIFORMS

Section 32.1 Fire Department Uniforms. The Employer shall provide all of the following items of clothing and accessories to each bargaining unit member upon hiring him/her. Because these items are required for the effective performance of the job duties of bargaining unit members, they shall be replaced by the Employer periodically upon request when they become too old or worn to be suitable for their purpose. Requests for replacements shall be submitted to the chief or his designee and shall be approved or denied within 2 business days of submission. The Employer shall order the replacements within 5 business days of approving a request and shall provide the member with confirmation of the order. The Employer shall take affirmative steps to assure that the replacements are delivered to the member within a reasonable time after ordering.

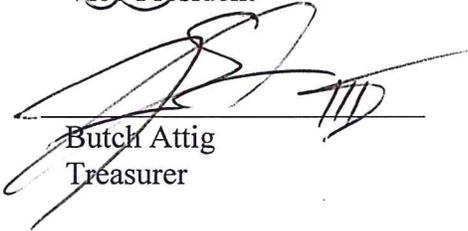
ITEMS TO BE INCLUDED:

- 1 Pager case
- 1 Billfold
- 1 Winter watch hat
- 1 Summer cap
- 1 Pair of work boots
- 3 Work Sweatshirts
- 3 Mock turtleneck long sleeve shirts
- 1 Winter/Spring coat
- 3 Long sleeve uniform shirts
- 3 Short sleeve uniform shirts
- 3 Tee shirts
- 1 Short sleeve polo style shirts
- 3 Pairs of pants
- 1 Belt
- 1 Pair of uniform cold weather gloves
- 1 Complete Class A dress uniform
- 1 Class A dress uniform overcoat
- 1 Fitness short
- 1 Fitness tee shirt

INTERNATIONAL ASSOCIATION  
OF FIREFIGHTERS, LOCAL 2559

By   
Casey Rosenberg  
President, Local 2559

  
Jerry Ferrier  
Vice-President

  
Butch Attig  
Treasurer

CITY OF NORTON SHORES

By   
Gary Nelund  
Mayor

  
Lynne A. Fuller  
City Clerk