

Amendment to Collective Bargaining Agreement

City of Norton Shores (“City”) and IAFF Local 2559 (“Union”)

This Amendment is mutually agreed to by the City and Union (“Parties”) in recognition of the Collective Bargaining Agreement dated July 1, 2016 – June 30, 2019.

The following articles shall be amended:

Short Notice Schedule Change

Section 3.2

(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 apply for changes in the Fire Inspector and Ordinance Officer work schedule, unless the schedule change is mutually agreed upon between management and the employee.

. 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.

Bereavement

Section 13.1 Bereavement Leave.

(a) Immediate Family. In case of death in the "immediate family" a 216 hour employee shall receive a leave of absence with pay of 72 hours of scheduled work and a 180 hour employee shall receive a leave of absence with pay of 45 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", a 216 hour employee shall receive a leave of absence with pay of up to 72 hours of scheduled work and a 180 hour employee shall receive a leave of absence with pay of 45 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.

Vacation Accrual

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:

216 Hour Employees:

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

180 Hour Employees:

| <u>Years of Continuous Service</u> | <u>Hours of Vacation W/Pay</u> |
|------------------------------------|--------------------------------|
| Less than 7 | 100 |
| 7 but less than 14 | 150 |
| 14 or more | 200 |

Personal Time

Section 14.7 Each 216 hour employee may use forty-eight (48) personal leave hours per year. Each 180 hour employee may use thirty-six (36) 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.

Sick Time Accrual

Section 15.1

(a) All 216 hour employees shall be eligible for accumulations of sick leave hours of twelve (12) hours for each month of service. All 180 hour employees shall be eligible for accumulations of sick leave hours of ten (10) hours for each month of service.

Family Sick Leave

Section 15.2

(d) 216 hour employees may use sick time for an immediate family health situation requiring the employee's presence, up to a maximum of 72 hours, and 180 hour employees up to a maximum of 45 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.

Retirement Sick Payout

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.

(h) Effective July 1, 2017, the 180 hour employee shall be changed to 900 hours. All

others remain subject to Section 15.7 (g)

Annual Sick Payout Cap

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.

Section 15.9 Effective July 1, 2017, employees working a 180 hour schedule shall be compensated for 50% of all unused accumulated sick leave in excess of 1800 hours annually.

Hours of Work

Section 16.1 Bargaining Unit Members. A regular 216 hour 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. A regular 180 hour work schedule, which is not a guaranteed work schedule, shall normally consist of not more than a 45-hour work week when averaged over a maximum 28-day period. Overtime shall adhere to all FLSA laws and other contractual obligations.

Overtime

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. For 216 hour employees, all overtime calculations shall begin after 212 hours worked in a 28-day cycle. For 180 hour employees, all overtime calculations shall begin after 180 hours worked in a 28-day cycle.

Comp Time Cap

Section 17.12

(c) A 216 hour employee shall be allowed to accumulate a maximum of 72 hours of compensatory time. A 180 hour employee shall be allowed to accumulate a maximum of 45 hours of compensatory time. All unused compensatory time shall be paid to the employee on the first pay period of December of each year.

Health Insurance Expense Clarification

Section 19.8 .

Employees hired prior to July 1, 2013 that retire under MERS and their dependents shall be eligible for hospitalization coverage equal to that of an active full-time employee, at the expense of the Employer with the exception of any contributions and co-pays required for an active full-time 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.

DC Retirement plan Addition

Section 20.9 Effective July 1, 2017, all full-time employees hired after this date will receive a Defined Contribution Plan retirement benefit provided by the Municipal Employees Retirement System (MERS) with an Employer contribution rate of 7% of wages and a retirement age of 55 years. The Employee contribution rate will range from 4% - 10% of wages. The Defined Contribution Plan is in lieu of the Defined Benefit Plan for employees hired after July 1, 2017.

Recognized Holidays

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

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

For employees on a 180 hour 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. Employees on a 180 hour schedule will be off with straight time pay for the recognized 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.

Holiday Pay

Section 21.2 Holiday Pay. All eligible 216 hour 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. All eligible 180 hour employees shall be compensated four-and-a-half (4.5) hours pay at their straight-time hourly rate for each recognized holiday whether the Employee works or not, except as provided below.

Pay

Section 22.3

A. Annual Salary for Employees by Classification

| 1-Jul-16 | | | | | | | |
|----------------------|-------------|-----------------------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|
| 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 |
| 1-Jul-17 | | | | | | | |
| 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 |
| Ordinance (Proposed) | \$19.60 | \$20.30 | \$21.00 | \$24.18 | \$24.97 | \$25.74 | \$26.52 |
| 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 |
| F.I.(Proposed) | \$21.49 | \$22.19 | \$22.87 | \$26.23 | \$27.00 | \$27.78 | \$28.55 |
| Capt. | \$17.91 | \$18.49 | \$19.06 | \$21.86 | \$22.50 | \$23.15 | \$23.79 |
| 1-Jul-18 | | | | | | | |
| 2% | Hire | Step 2 (6 months) | 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 |
| Ordinance (Proposed) | \$19.99 | \$20.71 | \$21.42 | \$24.66 | \$25.47 | \$26.25 | \$27.05 |
| 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 |
| F.I.(Proposed) | \$21.92 | \$22.63 | \$23.33 | \$26.76 | \$27.54 | \$28.34 | \$29.12 |
| Capt. | \$18.26 | \$18.86 | \$19.44 | \$22.30 | \$22.95 | \$23.61 | \$24.27 |
| 1-Jul-19 | | | | | | | |
| 2% | Hire | Step 2 (6months) | Step 3 (12months) | Step 4 (24months) | Step 5 (36months) | Step 6 (48months) | Step 7 (60months) |
| FFD | \$16.99 | \$17.61 | \$18.21 | \$20.97 | \$21.64 | \$22.32 | \$22.99 |
| Ordinance | \$16.99 | \$17.61 | \$18.21 | \$20.97 | \$21.64 | \$22.32 | \$22.99 |
| Ordinance (Proposed) | \$20.39 | \$21.12 | \$21.85 | \$25.16 | \$25.98 | \$26.78 | \$27.59 |
| LT | \$18.08 | \$18.70 | \$19.29 | \$22.14 | \$22.82 | \$23.49 | \$24.17 |
| F.I. | \$18.63 | \$19.24 | \$19.83 | \$22.75 | \$23.41 | \$24.08 | \$24.76 |
| F.I.(Proposed) | \$22.36 | \$23.08 | \$23.80 | \$27.29 | \$28.09 | \$28.90 | \$29.70 |
| Capt. | \$18.63 | \$19.24 | \$19.83 | \$22.75 | \$23.41 | \$24.08 | \$24.76 |

One Year Extension (2% pay increase for additional year reflected in wage scale)

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, 2020. 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.

Conversion

The City will agree to convert nine (9) part-time FTE/Kelly shifts to a full-time Firefighter/Driver position in FY 2018. The Union will agree to convert the Fire Inspector and Ordinance Enforcement Officer assignments to a regular work week on a Monday through Friday schedule. Article III (B) Management Rights in its entirety is still applicable and will remain in effect over this provision of converting part-time shifts to full-time Firefighter/Driver both now and into the future.

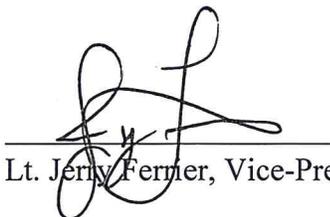
Amendment Date

This Amendment, made this 20th day of June, 2017 by and between the City of Norton Shores and the IAFF Local 2559 is hereby incorporated into and made part of the Collective Bargaining Agreement between the City and Union. All provisions shall take effect on July 1, 2017

IAFF LOCAL 2559

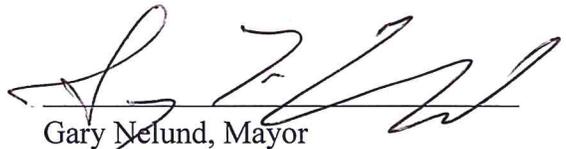


Lt. Casey Rosenberg, President



Lt. Jerry Ferner, Vice-President

City of Norton Shores



Gary Nelund, Mayor



Shelly Stibitz, City Clerk