

A G R E E M E N T

CITY OF NORTON SHORES

AND

THE NORTON SHORES  
FIRE FIGHTERS ASSOCIATION

January 1, 2015 - December 31, 2017

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## AGREEMENT

THIS AGREEMENT entered into on this 1st day of January, 2015 between the CITY OF NORTON SHORES, MICHIGAN, a municipality, hereinafter called the "City", and THE NORTON SHORES FIRE FIGHTERS ASSOCIATION, hereinafter called the "Association".

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 Act 379 of the Public Acts of 1965, to incorporate understandings previously reached and other matters into a formal contract; to promote harmonious relations between the City and the Association in the best interests of the community; to improve the public fire fighting service; 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.

"Association" shall include the officers or members of Norton Shores Fire Fighters Association (NSFFA).

"Employee" or "Employees" shall mean the Employees of the City who are in the bargaining unit covered by this Agreement. Whenever

the singular is used, it shall include the plural.

"Employer" shall be synonymous with "City".

"Duty Shifts are specifically scheduled times an Employee is scheduled to work a station duty shift. "Duty shifts" are normally assigned in 12 to 24 hour blocks on a regular schedule as the needs of the Department dictate per the Fire Chief.

"Assignments" are defined as any number of work hours not in the normally scheduled rotation, which occur on an impromptu basis. Assignments may also be assigned in hour blocks as needed to fill scheduling needs.

"Special Event" is defined as any event where Fire Department services are requested and paid for by the sponsoring agency.

"Business Days" shall mean governmental business days, and shall not include Saturdays, Sundays, and holidays.

"Consecutive Days" are those that follow one another without interruption or break, including Saturdays, Sundays and holidays.

"Probationary firefighter" is an employee who has completed both the Cadet and Recruit phase of the employment process.

## ARTICLE II

### RECOGNITION AND DUES COLLECTION

Section 2.1 The City recognizes the Association as the sole and exclusive bargaining representative of all part-time firefighters employed by the City of Norton Shores Fire Department, excluding the full-time firefighters (including those who work as volunteers), auxiliary firefighters, honorary firefighters, supervisors as defined in PERA, and all other Employees.

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 Association.

Section 2.4 The City agrees to deduct from the wages of Employees Association dues, provided the Employee has voluntarily signed a NSFFA authorization card and the Employee or designated Association Officer had delivered it to the designated City representative.

(a) Upon receipt of a properly signed NSFFA authorization card from an Employee or designated Association Officer, the City shall deduct from the Employee's pay the amount owed to the Association by such Employee for membership dues, as may be uniformly charged. These deductions shall be made from each of the Employees' paycheck commencing with the *pay period* after the card is received. The City further agrees that these funds shall be remitted to the Association in the amount and in accordance with written direction received from the Association.

(b) 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 City's premises or in City vehicles, unless approved by the

Fire Chief.

(c) 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 the Association.

(d) Any changes in the Association membership dues rate will be certified to the City by the President of the Association at least thirty (30) days in advance of the effective date of any such change.

(e) The Association 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.

(f) The Association shall indemnify and save the City 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 Association bylaws, refunds to the Employee will be made by the Association to the Employee.

(g) Any Employee whose employment is terminated, or any Employee who is transferred to a classification not in the Association, 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.

Section 2.5 An annual schedule of general membership meetings to be held on City premises may be submitted to the Fire Chief for pre-approval. The Fire Chief may revoke a pre-approved meeting by giving the Association 30 days advance notice.

### ARTICLE III

#### EMPLOYEE, ASSOCIATION AND EMPLOYER

##### RIGHTS AND RESPONSIBILITIES

#### A. Association Rights

The Association, as the sole and exclusive bargaining representative of the Employees, and the Employer, each shall have the rights granted to them by P.A. 336 of 1947 as amended, and Act No. 379 of the Michigan Public Acts of 1965, as amended from time to time, and other applicable Michigan Public Acts now or hereafter enacted. The Association shall also have the rights granted under the NLRA Section 8(d) which states: For the purpose of this Act, to bargain collectively is the performance of the mutual obligation of the Employer and the representative of the Employees to meet at reasonable times and confer in good faith with respect to wages, hours and other terms and conditions of employment.

#### B. Management Rights

Section 3.1 The Association 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 after providing the Association at least 60 days written notice and allowing the Association to meet and confer as to the rationale and

to identify other option; 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 reductions to 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 so as not to interfere with the daily operations of the City, but being no less than three (3) hours and thirty (30) minutes for 24 hour shifts, three (3) hours for 18 hour shifts, and two (2) hours and (20) minutes for 12 hour shifts; determine the starting and quitting and the number of hours to be worked; establish work schedules as business conditions and available work required; fix efficient work schedules; and assign Employees to work overtime in excess of their usual shift schedule.

(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 Association 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 with Employees given right to refuse transfer when less than 15 days' notice is provided; 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 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.

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

##### SPECIAL CONFERENCES

Section 4.1 The Employer and the Association 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 4.2 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 4.3 Upon written request of either party, a five (5) calendar day extension shall be granted.

## ARTICLE V

### GRIEVANCE PROCEDURE

Section 5.1 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 given to the Deputy Chief as outlined in Step 1 within the time frames listed below and shall be submitted on forms furnished by the Employer. Failure to do so will relieve the Employer from any further obligation on the grievance.

1. If the grievance involves a paycheck error, it shall normally ~~may~~ be processed the next regular pay period after the realization of the occurrence given rise thereto.

2. If the grievance involves the discipline of an Employee the grievance must be filed within five (5) calendar days of the Employee receiving the final discipline notice.

3. If the grievance involves an operational issue it shall be submitted within five (5) business days of the realization of the occurrence giving rise thereto.

STEP 1: The aggrieving Employee and/or the Association shall deliver a copy of the grievance to the Fire Administration within five (5) business days from the time the Association and/or the Employee has notice of the alleged violation leading to the grievance. The Fire Administration shall meet with the aggrieved Employee and an Association representative within five (5) business days of the receipt of the grievance. The Fire Administration shall submit a written disposition of the matter within seven (7) business days of the conclusion of the meeting. If the matter is settled at Step 1, the grievant shall sign an acknowledgment of resolution, stating that result. Fire Administration will be defined as the Fire Chief, Deputy Fire Chief, or Fire Marshal.

STEP 2: If the matter is not settled at Step 1, the grievance may be appealed by the aggrieving Employee and/or the Association by delivering a copy of the grievance to the Personnel Director within five (5) business days following the time of the

receipt of the answer from the Fire Administration.

The Personnel Director, Employee and the Association representative shall meet within ten (10) business days of the Personnel Director's receipt of the grievance. The Personnel Director shall submit a written disposition of the matter within seven (7) business days of the conclusion of the meeting. If the matter is settled at Step 2, the grievant shall sign an acknowledgement of resolution stating the result and terms of [the] resolution.

STEP 3: If the matter is not settled at Step 2, the grievance may be appealed by the aggrieved Employee and/or the Association by delivering a copy of the grievance to the City Administrator within five (5) business days following the time of the receipt of the answer from the Personnel Director. The City Administrator, the Association President or his Alternate, and/or the employee shall meet and review the grievance within twenty (20) business days of the City Administrator's receipt of the grievance.

The City Administrator shall make a determination on the grievance, and shall submit it in writing to the Association President or his Alternate within then (10) business days of the meeting. If the matter is settled at Step 3, the grievant shall sign an acknowledgement of resolution stating the result and terms of resolution.

Step 4: Within ten (10) business days after receipt of the decision, the Association may file a Petition for Grievance

Arbitration to the Michigan Employment Relations Commission (MERC) using the then current MERC Grievance Arbitration Selection Process.

The decision of the arbitrator shall be final and binding pursuant to Michigan law. The costs and expenses of the arbitrator shall be paid 50% by the Association and 50% by the Employer.

Section 5.2 Association Grievances. The Association President or his Alternate may initiate Association grievances at Step 2 1 with the Fire Administration. Association grievances are those in which a right given specifically to the Association as such by this Agreement is alleged to have been violated, or where several members of the Association are involved in the same alleged grievance.

Section 5.3 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 and the Association within the time limits shall be deemed settled on the basis of the Employer's last answer.

Each party shall have written copies of all grievances and answers and settlements for historical purposes.

## ARTICLE VI

### NO STRIKES OR LOCKOUTS

Section 6.1 The Association, its officers, and its members, individually and collectively, agree that during the life of this Agreement, neither it nor they, nor any Employee will cause, permit, 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 Association, its officers and its members will not cause, or permit its members to cause, nor will any member of the Association take part in any strike or stoppage of any of the Employer's operations.

Section 6.2 The Employer reserves the right to invoke disciplinary action against any Employee taking part in any violation of Section 6.1 above.

Section 6.3 So long as the Association and its officers and members are not in violation of Section 6.1 of this Article, the Employer will not cause or sanction a lock-out of any of its Employees.

Section 6.4 This Article is in no way intended to diminish or be in lieu of any statutory prohibition on strikes.

## ARTICLE VII

### DISCIPLINARY PROCEDURES

Section 7.1 Any Employee shall be disciplined or discharged only for just cause and in no event until they have been afforded

the opportunity to address the charges in a disciplinary hearing with the Fire Chief or designee(s). The Employee may request their Association Representative to be present at any disciplinary hearing. A written notice of the intent to begin the discipline process stating the alleged charges and the reasons for such action must be forwarded to the affected Employee at the email address provided by the Employee in the Department's electronic communications system, which will have been assumed to have been received by the Employee, or hand delivered to the Employee 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. Application of this section shall not be arbitrary or capricious.

Section 7.2 The Employer shall administer discipline pursuant to City Ordinance, Chapter 2, Administration, Division 3, Personnel Code, Subdivision XI, Disciplinary Actions.

Section 7.3 The Employer shall discuss with the Association the establishment of or any changes in operational rules and regulations at least ten (10) business days before the effective date of said rules and regulations.

Section 7.4 Disciplinary steps shall reset where there have been no infractions of the same type for a period of 18

months. Letters or records of complaint shall not be placed in an Employee's file until the Employee has been given the opportunity to sign the letter or record. Employees shall have the right to respond to said complaints in a written letter.

Section 7.5 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.

Section 7.6 In the event the Employer disciplines or discharges an Employee, the Employer will, at the request of the Employee, provide copies of any documents or written statements used by the Employer as a basis for its action, to the extent required or allowed by applicable law.

Section 7.7 Any type of discipline whether verbal or written must be signed by the affected Employee and a letter be written and furnished to the Employee of when the discipline was put into the Employee file.

## ARTICLE VIII

### SENIORITY AND PROBATIONARY PERIOD

Section 8.1 Seniority is defined as the Employee's continuous length of service from the last date and time of hire into the bargaining unit 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.

Section 8.2 All new Employees shall not be considered a member of the Association's bargaining unit until they complete the department's Cadet Training Program, the department's Recruit Training Process, and serve a minimum of six (6) months of satisfactory firefighter probation, during which time they may be discharged, laid off, transferred or have their probation extended by the Employer without regard to the provisions of this Agreement. The six month firefighter probation period will not start until the Employee has successfully completed the departments recruit training process. At the expiration of the firefighter's probationary period, an Employee's seniority shall be established as his most recent hiring date as a part-time Employee. At this time the Employee will become eligible for membership in the Association.

Section 8.3 The Employer shall maintain such seniority lists including names, date of hire, and current classification; and it shall be submitted to the Association President or his Alternate upon execution of this Agreement. This list shall be updated annually and submitted to the Association President or his Alternate.

Section 8.4 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 IX;

(e) Failure to report for work without notice three times within an eighteen (18) month period. An Employee shall notify the Employer prior to the start of the shift giving reasons for the absence and expected date of return to work;

(f) On layoff for thirty-six (36) months or the length of his seniority, whichever is less.

#### Section 8.5

(a) Seniority shall be applied during the assignment and scheduling of all duty shifts, special events, assignments, and all other activities involving bargaining unit personnel. It shall be the determining element when assigning manpower for the above positions. All open/available duty shifts/assignments/special events when offered shall first be offered to bargaining unit Employees by seniority and forced filled by reverse seniority.

(b) All assignments/duty shifts/special events, where the Fire Chief or designee has determined to utilize part-time personnel, shall be filled by Fire Chief, Deputy Chief, Department Clerk, or other full-time Employee as designated by the Fire Chief.

All assignments/duty shifts/special events shall be scheduled as determined by the Fire Chief or Deputy Chief. Duty shifts/assignments/special events may be filled through the utilization of either the posting or paging process as determined by the Fire Chief or Deputy Chief and include the following information: type of assignment, number of Employees needed and whether the assignment is paid or volunteer.

(c) In the case no Employee accepts a duty shift; the City may assign the duty shift in reverse seniority to obtain the required Employees. A duty shift shall be forced only if there is not one (1) part-time or full-time firefighter scheduled at each station and one additional firefighter for scheduled Airport coverage, excluding the shift supervisor. If the duty shift is for airport coverage only, the employee shall have the option of covering the entire 12 hour shift, or only the scheduled airport assignment time that commence during the 12 hour period (normally 0600-1800 or 1800-0600) that is short the personnel. This will be completed by starting at the bottom of the seniority list with Employees who are not assigned to a duty shift schedule. If it makes it through all Employees who are not assigned to a duty shift schedule, it shall be started at the bottom of the seniority list with all Employees. If an Employee was forced once before, the next Employee on the list shall be forced. The Department will keep a record of all Employees who have been forced. No one Employee shall be forced twice until all part-time Employees who can be contacted and/or are not prevented by their full-time employment or the need to provide dependent care within their home, from accepting the

shift, have been forced at least once. Duty shifts may be scheduled as needed by the Employer to facilitate needed Department operations.

(d) All duty shifts/assignments/special event notifications shall be made utilizing the departments recognized electronic notification system. All notifications sent out shall be assumed to have been received by all personnel.

(e) Duty/Assignments/Special Events that are known at least 10 consecutive days in advance of the shift will be open for bidding for five (5) consecutive days. At 1600 hours on the fifth day, Section 8.5(a) will apply to the assignment of the duty shift/assignment/special event, except that employees who will be placed in an overtime position will need the approval from the Fire Chief or Deputy Chief to be assigned to the above duty shift/assignment/special event. This shall also be the process used for permanent duty shift fills. Duty shifts/assignments/special events shall not be posted any earlier than 90 days prior to the date of the assignment.

(f) Duty Shifts/assignments/Special events that are known at least 10 consecutive days in advance of the shift will be filled by sending electronic notification to the employees. Any employee who is interested in the duty shift/assignment/special event will have a period of thirty (30) minutes, from the initial notification, to call the identified location to bid on the posting. This time period may be extended to due emergency response activity that occurs during the notification period. At the end of the thirty (30) minutes, Section 8.5(a) will apply to the assignment of the

duty shift/assignment/special event, except that employees who will be placed in an overtime position will need the approval from the Fire Chief or Deputy Chief to be assigned to the above duty shifts/assignment/ special event.

(g) If a bargaining unit employee is currently off active duty due to a worker's compensation claim filed with the City as a result of an injury or occupational illness that occurred while on active duty, response, or training with the City, they will be permitted to sign up for any permanent duty shifts and/or assignments that becomes available during the course of their worker's compensation claim. If this employee would have been awarded the permanent duty shifts and/or assignment based on Section 8.5(a,d,e) this Employee shall be awarded the permanent duty shift upon their return to active duty. In the event of an assignment, medical clearance shall be obtained at least 10 consecutive days prior to the start of the assignment.

(h) Duty Shifts which become vacant due to unforeseen circumstances, i.e., Employee quit, sick or other emergency, may be filled temporarily by holding over an available Employee coming off of duty for the remainder of the vacant shift or until such time as the shift can be filled according to fill procedure as long as it does not interrupt the need to provide dependent care within their home or requirements of their full-time job.

(i) The scheduling of all assignments/duty shifts/special events, and all other activities involving bargaining unit personnel shall be accomplished as designated by Fire Chief, Deputy Fire Chief, Department Clerk, or other full-time Employee as

designated by the Fire Chief.

(j) Members of the Association shall be permitted to exchange duty shifts and/or assignments among themselves for the purposes of acquiring a more suitable duty shifts and/or assignments or on a "one way" basis if: (1) both parties reach a mutual agreement on the exchange of duty shifts and/or assignments, (2) the affected members notify the Deputy Chief or supervisory personnel designated by the Fire Chief prior to the actual working of the duty shift and/or assignments, (3) the affected Employees are not placed into an overtime or an additional premium pay situation and (4) the changing of equal or "one way" duty shift and/or assignment does not create a vacant or open duty shift and/or assignment does not create a vacant or open duty shift and/or assignment and does not require the posting and/or assignment by seniority.

Section 8.6 When a duty shift is canceled by the Employer with less than 24 hours' notice the scheduled Employee will be compensated three hours at the straight time hourly rate.

Section 8.7

(a) All duty shifts/assignments/special events shall be awarded by seniority provided the Employee has the required training and licenses for the work required. If the duty shift/assignment/special event is 24 hours or more, it shall be awarded in 12 hour blocks, provided that the Employee will not be placed into an overtime position by accepting the duty shift/assignment/special event without Fire Chief or Deputy Chief approval.

(b) 48 or less hours prior to a shift /assignment/special

event commencing, and after the usual and customary fill procedures have occurred, employees will be awarded any number of unassigned hours they are available for. At this point, the hours will be awarded on a first come, first serve basis.

Section 8.8 When any duty shift schedule is to be discontinued, the City shall provide the Association and the affected Employee(s) with a 30 day written notice.

## ARTICLE IX

### LAYOFF AND RECALL

Section 9.1 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) calendar 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 9.2 below.

### Section 9.2 Indefinite Layoff.

Whenever a layoff in excess of twenty (20) calendar days is to occur, the probationary Employees (in any order) and thereafter the least senior Employees shall be laid off, provided that those remaining at work with more seniority are still individually

capable of performing the available work.

Section 9.3 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 9.4 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 9.5 Where an indefinite layoff is to occur, the affected Employee will receive written notice thereof five (5) calendar days in advance of the layoff.

## ARTICLE X

### LEAVES OF ABSENCE

Section 10.1 An Employee with seniority may receive a leave of absence without pay for up to twelve (12) months, provided such leave is approved in advance by the Fire Chief and the Personnel Director.

Section 10.2 An Employee returning from any leave of absence

with the exception of a City of Norton Shores worker's compensation leave, may be restored to an available vacancy by the Fire Chief at his discretion.

Section 10.3 Duty shift schedules assigned to any employee on a City of Norton Shores workers compensation leave that is expected to be greater than 30 days will be reposted as a permanent fill lasting only the duration of the leave. Once the employee returns from the above said leave, the original shifts will be restored to the employee, provided they are still authorized.

Section 10.4 Upon request of the Fire Chief all department issued equipment and uniforms shall be returned to the Employer by the Employee prior to any leave approval.

## ARTICLE XI

### INSURANCE

Section 11.1 The Employer shall continue for the duration of this Agreement the life insurance plan in effect on the effective day of this Agreement. The Employer shall pay the premium.

Section 11.2 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 11.3 The Employer reserves the right at any time to change insurance carriers provided such change does not reduce the

insurance coverage.

Section 11.4 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 11.5 Employees who are eligible for hospitalization insurance through the Employer, and who can obtain hospitalization insurance coverage through their spouse, may decline such coverage from the Employer and receive half of the premium for individual coverage, up to \$250.00 per month. The Employee may retain the additional compensation or defer it to a Section 457 deferred compensation account approved by the Employer.

## ARTICLE XII

### RETIREMENT PROGRAM

Section 12.1 Effective January 1, 1989, the City will establish a retirement program consisting of City and Employee contributions to one of the following: a 457 deferred compensation program.

(a) Employee Contribution. As a condition of participation in the plan, the Employee shall agree to reduce his pay from the City in an amount at least equal to the percentage of contribution to be made by the City set forth in Section 12.2. No City contribution will be made for Employee contributions of less than the required percentage. Employees may contribute more than the required percentage but the excess amount will not be

matched by the City.

(b) Limit on Employee Contributions. Employees may reduce participation in order to comply with applicable IRS limits on contributions. Any required Employee reduction shall also reduce the employer contribution accordingly.

Section 12.2 The City's matching percentage contributions for participating Employees will be as follows:

0 through 4 years of service -	2% of annual wages
5 through 9 years of service -	4% of annual wages
10 through 14 years of service -	6% of annual wages
15 through 19 years of service -	8% of annual wages
20 years and over of service -	10% of annual wages

Section 12.3 The City will establish this program through a single source, and will administer it in the same way as other City retirement and deferred compensation programs.

Section 12.4 The City's liability with respect to any program benefits shall be limited to the payment of the applicable contribution for the level specified, and upon such payment all obligations of the City under this Section shall be fully satisfied. Under no circumstances shall this Agreement be construed to impose upon the City the responsibility of insurer of the program.

Section 12.5 The City reserves the right at any time to change program suppliers, provided such change does not reduce the value or benefit of the program.

Section 12.6 All program participation by the City 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 12.7 Upon retirement with a minimum of [ten] (10) years of service, the Employee shall be given their badge, name patch off their current issued turnout coat and an official Norton Shores Fire Department patch.

ARTICLE XIII

WAGES

Section 13.1 Part-time Firefighters shall be paid for departmental drills and department training sessions or training that is a required condition of employment and which is approved by the Fire Chief. There shall be no pay for time spent in instruction other than that which is stipulated above.

Section 13.2 Employees who have successfully completed the Department's probationary firefighter process shall be placed on the salary schedule as listed below:

	<u>2015</u>	<u>2016</u>	<u>2017</u>	
Firefighter	\$15.01	\$15.31	\$15.62	
Crew Leader	\$16.01	\$16.31	\$16.62	
	7.00%	2.00%	2.00%	MERC Case 0418

Section 13.3 Crew Leaders in recognition of added duties, will receive a monthly stipend of \$100.00.

Section 13.4 Part-time Employees shall receive time and one-half pay for all work they perform at special events. Special

events shall be defined as any event where Fire Department services are requested and paid for by the sponsoring agency. Special events shall not include those conducted by the City or grant funded where the grant payment is not approved/guaranteed prior to the event activities.

Section 13.5

(a) All Firefighters shall be paid at the rate of one and one-half the applicable straight time rate for their actual hours worked during the 24-hour holiday period for the following holidays:

New Year's Day	Thanksgiving Day
Easter Sunday	Day after Thanksgiving
Memorial Day	Day before Christmas
Independence Day	Christmas Day
Labor Day	Day before New Year's

(b) For the purpose of computing holiday pay, the holiday pay period shall commence at the start of the shift beginning on the date of the holiday and shall end at the conclusion of that shift. No holiday period shall exceed 24 hours. This holiday pay period shall apply to all duty responses and assignments.

Section 13.6 All overtime calculations shall begin after 212 hours worked in a 28 day pay period.

ARTICLE XIV

## WORKER'S COMPENSATION

Section 14.1 A leave of absence shall be granted to an 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.

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.

Section 14.2 Return from leave under this Article shall be in accordance with provisions in Article 10.

Section 14.3 If returning from a worker compensation claim as the result of a Fire Department injury, the Employee shall refer to Section 10.3 of this Agreement.

## ARTICLE XV

### UNIFORMS

Section 15.1 Effective January 1, 1993, Employees shall wear a work uniform provided by the Employer.

Section 15.2 The items of work uniform to be provided are listed below:

- (a) One Metal Badge
- (b) Two T-shirts (add one if working a duty shift schedule of 212 or more hours or a Safer shift of 204

- hours in a 28 day cycle)
- (c) One Baseball Cap
  - (d) One Name Tag
  - (e) One work sweatshirt (add one if working a duty shift schedule of 212 or more hours or a Safer shift of 204 hours in a 28 day cycle)
  - (f) One Tie
  - (g) One All Weather Coat
  - (h) One Long Sleeve Shirt
  - (i) Two Short Sleeve Shirts
  - (j) Two Pairs of Duty Pants (add one if working a duty shift schedule of 212 or more hours or a Safer shift of 204 hours in a 28 day cycle)
  - (k) One Pair of Winter Gloves
  - (l) One Black Belt
  - (m) One Pair of Duty Boots or Shoes
  - (n) One white dress uniform shirt
  - (o) One dark blue dress slacks
  - (p) One pager case
  - (q) One turn-out bag
  - (r) One winter watch hat
  - (s) One fitness short and one fitness shirt
  - (t) One NSFD polo duty shirt (add two if working a duty shift schedule of 212 or more hours or a Safer shift of 204 hours in a 28 day cycle)

An inventory of Employees' uniforms will be made and those Firefighters requiring additional uniforms will be provided same.

Section 15.3 A uniform inventory shall be maintained by the Deputy Chief or Fire Chief.

ARTICLE XVI  
HEALTH AND WELLNESS PROGRAM

The Health and Wellness program is a cooperative effort between the Norton Shores Firefighters Association and the City of Norton Shores. The program is designed to monitor, improve, and maintain the health and wellness of the fire department Employees. In order to be successful, both parties must be invested and continually work to

improve and maintain the program.

Section 16.1 Health and Wellness Committee

(a) A health and wellness committee shall be established and comprised of two (2) members of each labor group and management.

(b) Each labor group shall designate their representatives to the committee.

(c) The committee shall meet on a minimum quarterly basis or more frequently as needed and as scheduled by the Fire Chief.

(d) The committee shall review and make recommendations as to mutually agreed upon implementation and changes to other parts of the department's Health and Wellness program.

Section 16.2 Annual Medical Requirements

(a) After completion of probation, all Employees who have operational firefighting duties shall be required to have a physical examination every fiscal year.

(b) There will be no cost to Employees for physicals, and any testing ordered and provided by the testing provider.

(c) A contractor designated by the City with recommendation given by the Health and Wellness Committee will conduct the physical exam.

(d) The components of the Physical will be determined by the City's Physician and be consistent with the 2007 NFPA 1582 Standards. Updates to the NFPA 1582 standard may be adopted upon the unanimous agreement of the Health and Wellness Committee.

Section 16.3 Physical Fitness Program

(a) All members of the bargaining unit may participate in a physical exercise workout up to 60 minutes per shift. Such exercise period shall be scheduled during the course of the activity day with adequate time following for clean up and personal grooming.

(b) The physical fitness program has precedence over all other details or duties, with the exception of emergency responses, duties related to the serviceability of emergency equipment, or special trainings outside the normal training schedule as they arise.

(c) The time for physical fitness activities shall be chosen as to afford the most opportune timing with regards to normal scheduled activities for the day. Personnel will notify the Shift Supervisor of the intended workout time and location.

(d) The City agrees to repair or replace the existing equipment located in the City Hall fitness center and fire stations as documented in the approved Health and Wellness Committee inventory record, October 2011. The Health and Wellness Committee shall approve the type of fitness equipment purchase for use at the fire stations and make recommendations for equipment used at the City Hall fitness center.

Section 16.4 Physical Fitness/Ability Testing

(a) Upon final implementation, all Employees shall be subject to an annual physical ability test in relation to necessary job performance and skills.

(b) An Association representative shall be present during the evaluation process, provided it adds no additional cost to the City. On duty Association members may be used to observe the testing process, which may be rescheduled if none are available.

(c) The annual physical examination will precede the annual ability testing as a prerequisite to ensure that the Employee is physically fit for the ability testing requirements. The annual ability testing shall not be administered any later than six (6) months following the annual physical exam.

(d) The physical ability test enforced under this agreement shall be the test procedure adopted by the Health and Wellness Committee at their meeting of June 6, 2008.

(e) The method of evaluation for annual ability testing will also be used as the "Return to Work" ability test for qualifying absences, injuries, illnesses or medical procedures as determined by the Health and Wellness Committee at their meeting on June 6, 2008.

(f) Any changes to either the annual ability testing procedure or application of the return to work ability testing shall only be made after unanimous agreement by the members of the Health and Wellness Committee.

Section 16.5 Punitive/Disciplinary Steps Failure to meet the minimum will result in the following actions:

(a) The Employee shall be given two chances to complete the ability test. If an Employee fails the first test, a second test

will be scheduled within the next seven calendar days with date and time agreeable to the Employee.

(b) If the Employee fails on both initial attempts the results of the testing shall be submitted to a review committee consisting of the Fire Chief, Director of Administrative Services and an Association representative for the purposes of determining reason for failure and course of corrective action. The review committee may consult with a physician at City expense. The committee shall meet and decide on a course of action within 15 days of receiving failure notification.

(c) If the review committee decides that test failure is due to skill deficiency then the affected Employee shall be assigned to a department instructor for retraining.

(d) If the review committee decides that test failure is due to a systemic health or fitness issue then the affected Employee shall be referred to the City's physician for further evaluation and corrective action plan. There shall be no cost to the Employee for the consultation and testing ordered and provided by the City's physician needed to determine fitness for duty according to the requirements of NFPA 1582, as adopted by the Department's Health and Wellness committee. The Employee is responsible for all cost under a corrective action plan necessary to return an Employee to the required fitness for duty level.

(e) Employees who fail the testing procedure shall be given 45 days to retake the ability test on a mutually agreed upon date.

An extension of 15 days may be granted by the review committee as determined by rehabilitation needs.

(f) If the Employee fails at the 2nd testing date the results of the testing will again be forwarded to the review committee for evaluation and course of action.

(g) The affected Employee will be notified of the results of the review committee and be given a final 45 day period for retesting.

(h) Employees failing the ability test on the third trial date will be separated from the Department unless the Employee is involved in a workers compensation claim in which case the testing results will be forwarded to the workers compensation representative.

(i) Employees with a physician's release may, at the discretion of the employer, be placed on restricted duty while completing the ability testing process, provided meaningful work is available.

#### Section 16.6 Implementation

(a) It is understood at the time of the Health and Wellness program that it takes a reasonable amount of time to meet all of the acceptable parts of the program. Due to varying comfort and fitness levels, the annual physical ability testing shall only be administered as a department training exercise that ALL Employees with operational firefighting duties shall participate in. During the implementation period, the training shall only be used as a

gauge of ability, without punitive or disciplinary steps. It is agreed to that the requirements of the program will be fully met, and the physical ability testing become a mandatory condition of continued employment beginning July 1, 2010.

(b) Should the annual physical exam not be administered in a given fiscal year for any reason, or if the City should fail to repair or replace existing fitness equipment, the physical ability testing of bargaining unit members shall be administered for training purposes only, and not as a condition of employment for that fiscal year.

#### ARTICLE XVII

##### NO BARGAINING DURING LIFE OF AGREEMENT

During the life of this Agreement neither the City nor the Association shall be under any obligation whatsoever to bargain with the other party on any subject contained or not contained in this Agreement, unless required as part of mandatory subjects of bargaining.

#### ARTICLE XVIII

##### GENERAL

Section 18.1 The City shall provide a bulletin board in each fire station to be used by the Association to post notices of Association meetings, elections and social events.

Section 18.2 This Agreement is subject to the laws of the State of Michigan with respect to powers, rights, duties and obligations of the City, the Association 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 18.3 The City shall provide necessary fire fighting gear, gloves, eye and ear protectors, helmets, jumpsuit, turnout bag and other safety equipment, which, in its discretion, the circumstances require.

Section 18.4 The City shall provide a copy of the final Agreement to each Employee covered under this Agreement.

Section 18.5 The City will provide shower facilities in each fire station.

Section 18.6 All new hires and current Employees in the Fire Department will be non-tobacco users and shall remain non-tobacco users as a condition of employment.

Section 18.7 A maximum working period of thirty-six hours without a (12 hour) rest period shall be the norm. The Fire Chief or designee may extend the maximum to forty-eight hours when deemed appropriate or when emergency conditions dictate an extended assignment.

Section 18.8 Once an Employee has been assigned to a duty shift, that Employee is responsible for covering that specific duty shift/assignment. Employees may be subject to discipline unless one of the following conditions is met:

1. Notice of their intended absence is given to either the

Fire Chief, Deputy Chief, Department Clerk as designated by the Fire Chief, a minimum of 4 days prior to the start of the duty shift.

2. Their absence is due to injury, illness, death in the family, need to provide dependent care within their home or requirements of their full-time job and approved by the Fire Chief or designee of the Fire Chief.

Employees may be removed from a duty shift/assignment or regular duty shift schedule at the discretion of the Fire Chief if they have more than three absences, excluding illness, injury or death in the family, from an assigned shift within a calendar year. In this case the Employee is prohibited from bidding on the removed open duty shift/duty schedule/assignment for the next 12 months unless authorized by the Fire Chief.

(a) At no time other than a declared emergency may individuals other than full-time Firefighters and Employees of other fire departments perform bargaining unit work. **MERC Case 0418**

Section 18.9

(a) The Fire Chief may establish training and performance standards for all Employees. These standards may include, but are not limited to: FFI certification, FFII certification, Medical First Responder License, Haz-Mat Awareness & Operations, Airport Operations (Station Four Requirements), Bloodborne Pathogen and Right-to-Know training and any other State and Federal standards. The Employer shall allow Employees reasonable opportunity to obtain training to meet such standards. Employees not meeting the minimum standards may be denied or removed from duty and/or

special assignments, removed from response availability, placed on training suspension or discharged, as determined by the Fire Chief. The Employer shall develop an annual training schedule, which will be made available for review in the Department's electronic information system.

(b) The following guidelines shall be utilized for modification of an employee's scheduled duty shift(s).

1. All employees requesting time off in consideration of their attendance at an approved outside training activity shall submit their request on the approved schedule modification form.

2. Request forms shall be submitted to the Fire Chief at least one week prior to the scheduled training to allow time for the approval and schedule modification process.

3. Restrictions concerning the schedule modification process shall be listed on the Department's modification request form.

The granting of time off in consideration for voluntary attendance at outside trainings is at the discretion of the Fire Chief.

Section 18.10 No Association activities, other than investigating grievances as specified below, shall be carried out on City time, or with the use of any City property or equipment. When requested by an Employee, the Association representative may investigate any grievance and assist in its representation provided it does not unreasonably interrupt the work schedule. The Association representative shall notify the Fire Chief or his designee of such investigation resulting in a grievance by the end of the following business day. Members who violate this section may be subject to disciplinary action.

Section 18.11 Employees will be reimbursed for course fees related to outside continuing education, if courses are approved in advance by the Fire Chief and in accordance with the City's Tuition Reimbursement Policy. Reimbursement is contingent on successful completion of course.

Section 18.12 An Employee shall be notified in writing of any paperwork that is placed into their personnel file.

Section 18.13 The assignment of Crew Leader shall be served at the discretion of the Fire Chief. A posting shall be placed at the main office for a period of two weeks advising all Employees of an available Crew Leader assignment. All interested part-time personnel shall sign the posting.

Section 18.14 Employees will be reimbursed at the current "IRS Standard mileage reimbursement rate" for all travel at the employer's request in a personal vehicle while on duty. Mileage will be set by management.

Section 18.15 Any Employee who is required to appear on behalf of the City in any legal proceeding during off duty hours shall be compensated at one and one-half times their prevailing hourly rate for such time spent, with a two hour minimum. Any witness fees or other compensations paid to an Employee shall be returned to the City.

Section 18.16 A food allowance shall be paid to each bargaining unit member who works a minimum of 204 hours in a 28 day cycle, twice annually, in the amount of \$250 each payment. Payments shall be made in the paycheck including the dates of June 1 and December 1 of each year. Upon hiring, and resignation or

retirement, except discharge for 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 XIX

Vacation

Section 19.1

(a) All employees shall only be eligible to accrue Paid Time off (PTO) based upon the number of hours regularly scheduled to work in a two-week pay period. The accrual rate is as follows:

<b>Regular hours scheduled per pay period</b>	<b>Earned (PTO) per pay period</b>
24 Hours	.462 Hours
36 Hours	.923 Hours
48 Hours	1.385 Hours
60 Hours	1.846 Hours
72 Hours	2.308 Hours
84 Hours	2.769 Hours
96 Hours	3.231 Hours
102 Hours	3.692 Hours

(b) To be eligible to accrue the PTO hours, an employee must work at least all of their assigned hours within the accruing pay period. Hours used as paid leave, except those paid per workers' compensation, will be considered as hours worked. Any employee not meeting this requirement will be notified during the payroll calculation period.

Section 19.2 All PTO time is subject to approval in advance by the Fire Chief. PTO shall be taken in increments of at least six hours and shall be scheduled in order of Employee seniority during the annual vacation calendar schedule sign up after the full

time vacation bid. The senior most eligible Employee shall schedule PTO followed by the next senior eligible Employee, and so on until each eligible Employee has scheduled PTO time. After the calendar is submitted, if two or more Employees submit conflicting requests, the earlier request will prevail.

Section 19.3 An Employee shall also be eligible to use this time on a short notice in event of illness, upon approval of the Fire Chief or designee.

Section 19.4 Employees shall be permitted to carry over their allotted hours each year, providing that their total banked hours do not to exceed 144 hours in any single year.

## ARTICLE XX

### DURATION

This Agreement will be effective as January 1, 2015 and shall remain in full force and effect until and including the 31st day of December, 2017. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred and eighty (180) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to the anniversary date. **MERC Case 0418**

NORTON SHORES  
FIRE FIGHTERS ASSOCIATION

CITY OF NORTON SHORES

By: \_\_\_\_\_  
Steven Smith  
President, NSFFA

By: \_\_\_\_\_  
Gary Nelund  
Mayor

\_\_\_\_\_  
Lon Cross  
Vice President, NSFFA

\_\_\_\_\_  
Shelly Stibitz  
City Clerk

\_\_\_\_\_  
Jeremy Greene  
Treasurer, NSFFA

\_\_\_\_\_  
Scott Wieman  
General Member, NSFFA