

AGREEMENT

BETWEEN

CITY OF PORTAGE

AND

LOCAL NO. 1467

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

Portage Firefighters Association, AFL-CIO

Effective July 1, 2015 through June 30, 2020

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AGREEMENT

THIS AGREEMENT entered into this 12th day of May, 2015, by and between the CITY OF PORTAGE, hereinafter referred to as the "Employer," and LOCAL NO. 1467 of the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, also known as the PORTAGE FIREFIGHTERS ASSOCIATION, AFL-CIO, hereinafter referred to as the "Union."

WITNESSETH:

The general purposes of this Agreement are to set forth the salaries, hours, and working conditions, which shall prevail for the duration of this Agreement, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees, the Union, and the community. Recognizing that the interests of the community and the job security of the employees depend upon the Employer's ability to continue to provide proper services in an efficient manner to the community, the Employer and the Union, for and in consideration of the mutual promises, stipulations, and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE I - RECOGNITION

Section 1: Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, the Employer recognizes the Union as the sole and exclusive collective bargaining representative for its full-time uniformed employees in the Fire Department, excluding the Director of Public Safety Police/Fire Chief, Senior Deputy Fire Chief, Assistant Fire Chief and Senior Deputy Police/Fire Chief Administration, and agrees that it will not enter into any agreements with its firefighters, individually or collectively, or with any other organization which in any way conflicts with the provisions hereof.

Section 2: The Employer and the Union agree that for the duration of the Agreement neither shall discriminate against any employee or applicant for employment because of their race, color, creed, sex, age, nationality or political belief, nor shall the Employer or its agents, nor the Union, its agents or members discriminate against any employee because of his membership or non-membership in the Union.

Section 3: Employees who, as of the date of execution of this Agreement have completed their probationary period and are members of the Union, shall, as a condition of continued employment either remain members of the Union or cause to be paid to the Union a representation fee equal to the monthly Union dues uniformly required of all Union members. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement shall on or before

thirty-one (31) days from date of hire, rehire, or transfer into the bargaining unit, whichever is the latter, become members of the Union or cause to be paid to the Union a representation fee equal to the monthly Union dues uniformly required of all Union members as a condition of continued employment.

Section 4: The Union agrees that, except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in Union activity during working hours.

- (a) The Union shall have the right to elect or designate one (1) steward and one (1) alternate per platoon.
- (b) The Union shall inform the Employer in writing as to who has been appointed or elected stewards for the bargaining unit.
- (c) The Union shall be represented by a grievance committee all members of which shall have completed their probationary period. The Union shall advise the City in writing of the names of the members of this committee.
- (d) The Union shall be allowed to hold its meetings at any fire station, provided permission is requested in advance from the Director of Public Safety or his/her designee. Such permission will not be unreasonably denied.
- (e) The union steward shall have the right to post Union notices and bulletins during regularly scheduled working hours.
- (f) Representatives of the International Union who wish to conduct business with an on-duty employee will be permitted to do so for a reasonable length of time provided that the conduct of such business does not interfere with the performance of such employee's work and provided permission is first obtained from the Director of Public Safety or his/her designee.

Section 5: Whenever the male pronoun is used in this Agreement, it shall be deemed to include both male and female.

Section 6: For those employees for whom properly executed payroll deduction authorization cards are delivered to the Employer's payroll department, the employer will deduct the appropriate amount of union dues from each pay check as per such authorization and shall promptly remit any and all amounts so deducted, together with a list of names of employees from whose pay such deductions were made, to the Secretary-Treasurer of the Local Union. The Union agrees to indemnify and save the Employer harmless from and against any and all claims, suits and other forms of liability that may arise out of or by reason of action taken in reliance upon such individual authorization cards or by reason of the Employer's compliance with the provisions of this Section.

Section 7: Whenever the words are used in this Contract "Calendar Day" shall be defined as those days which are between Monday and Friday, both inclusive, excluding holidays recognized by the Employer.

ARTICLE II - MANAGEMENT RIGHTS

Section 1: The Union recognizes that, except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct and supervise the operations of the Fire Department and the employees are vested solely and exclusively in the Employer.

ARTICLE III - GRIEVANCE PROCEDURE

Section 1: For the purpose of this Agreement, the term "grievance" means any dispute with respect to the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement.

FIRST STEP: An employee who believes he has a grievance must submit his complaint orally to the Senior Deputy Fire Chief in charge of operations within three (3) calendar days after he has knowledge or when he becomes aware of the event upon which the complaint is based. The Senior Deputy Fire Chief shall give the employee a verbal answer within two (2) calendar days after the complaint has been submitted to him. In the event the complaint is not satisfactorily settled in this manner, it shall be reduced to writing.

SECOND STEP: An employee's grievance shall be submitted in triplicate in writing to the Director of Public Safety. All grievances shall state the facts upon which they are based, when they occurred, shall be signed by the employee who is filing the grievance and shall be submitted to the Director of Public Safety within seven (7) calendar days after the occurrence of the event upon which said grievance is based or when the employee becomes aware of the facts upon which it is based. The Director of Public Safety shall give a written answer to the aggrieved employee within five (5) calendar days after receipt of the written grievance. If the answer is mutually satisfactory, the grievant shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Union and one (1) by the Employer.

THIRD STEP: If the grievance is not settled in the Second Step and if it is to be appealed to the Third Step, the grievant or the Union's grievance representative shall notify the City Manager in writing within two (2) calendar days after receipt of the Second Step answer of the desire to appeal. If such request is made, the City Manager and/or someone designated by him shall meet with the grievant and the Union's representative within seven (7) calendar days after receipt by the Employer of the notice of desire to appeal to discuss the grievance. A written Third Step answer

shall be given to the Union representative within fifteen (15) calendar days after such meeting. If the answer is mutually satisfactory, the Union representative shall so indicate on the grievance answer and sign it with two (2) copies of the grievance thus settled retained by the Union and one (1) by the Employer.

FOURTH STEP: If the grievance has not been settled in the Third Step either party may submit the grievance to arbitration through the American Arbitration Association in accordance with its Voluntary Labor Arbitration Rules, then obtaining, provided such submission is made within fifteen (15) calendar days after receipt of Employer's third step answer. Failure to request arbitration in writing within such period shall be deemed a withdrawal by the Union of such grievance and it will not be considered further in the grievance procedure. The arbitrator shall have no authority to add to, subtract from, change or modify any of the provisions of this Agreement but shall be limited solely to the interpretation and application of the specific provision contained herein. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator and the American Arbitration Association shall be shared equally by the Employer and the Union. The wages and expenses of witnesses and representatives of the Employer shall be borne by the Employer and the wages and expenses of witnesses and representatives of the Union shall be borne by the Union.

Section 2: Time limits at any step of the grievance procedure may be extended only by mutual agreement between the Employer and the Union. In the event the Employer or the Union fails to reply to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall be automatically referred to the next step in the grievance procedure; provided, however, that nothing contained herein shall be construed so as to automatically refer a grievance to arbitration.

Section 3: Grievances on behalf of a majority of the unit shall be filed by the Chairman of the Union's Grievance Committee or, in his absence, any member of the Union's Executive Board.

Section 4: The Employer shall be promptly informed in writing as to the membership of the Union's grievance representatives and any changes therein.

Section 5: The Union representative shall suffer no loss of pay from his regularly scheduled work for time necessarily spent while attending grievance meetings as provided for in the grievance procedure. The Unit may select not to exceed two (2) members of the grievance committee to attend any meeting with the Employer for the purpose of processing grievances as was the practice at the beginning of the agreement.

ARTICLE IV - SUSPENSION AND DISCHARGE CASES

Section 1: In the event an employee under the jurisdiction of the Union shall receive a written reprimand, be suspended from work for disciplinary reasons, or is discharged from his employment after the date hereof and he believes he has been unjustly suspended or discharged, such suspension, discharge, or written reprimand shall constitute a case arising under the grievance procedure, provided a written grievance with respect thereto is presented to the Employer at Step Two within five (5) calendar days after notification of such discharge or suspension.

- (a) The Employer agrees to promptly notify in writing, the President of the Union (or, in his absence, any member of the Union's Grievance Committee) of such suspension or discharge.
- (b) A suspended or discharged employee, if he so desires, will be allowed to discuss his suspension or discharge with a committeeman who is readily available before being required to leave the property of the Employer.
- (c) It is understood and agreed that when an employee files a grievance with respect to a written reprimand, a suspension or discharge, the act of filing such grievance shall constitute his authorization of the Employer to reveal to the participants in the grievance procedure any and all information available to the Employer concerning the alleged offense and such filing shall further constitute a release of the Employer from any and all claimed liability by reason of such disclosure.

Section 2: In the event it should be decided under the grievance procedure that the employee has unjustly received a written reprimand, is suspended or discharged, the Employer shall reinstate such employee and pay full compensation, partial, or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the employee's regular rate of pay at the time of such discharge or the start of such suspension.

Section 3: Upon conclusion of an investigation involving possible discipline, the employee shall be notified of discipline to be administered, if any. If said discipline involves a disciplinary suspension, said suspension shall begin within 28 calendar days immediately following the notification of discipline. If the suspension exceeds one working day, the days shall be served concurrently.

ARTICLE V - SENIORITY

Section 1: Seniority shall be defined as an employee's length of full time continuous service with the department since his last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work to the Fire Department at the instruction of the Employer since which he has not quit, retired or been discharged.

No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves, or for layoffs due to lack of work or funds except as hereinafter provided.

Section 2: All new full time employees hired, assigned or transferred to the Fire Department shall be probationary employees until they have actually worked no less than twelve (12) consecutive months but not more than eighteen (18) consecutive months of employment with the department. The purpose of the probationary period is to provide an opportunity for the Employer to determine, to his own satisfaction, whether the employee has the ability and other attributes which will qualify him for regular full time employee status. During the probationary period, the employee shall have no seniority status and may be laid off, disciplined or dismissed from employment in the sole discretion of the Employer without regard to his length of service, and without recourse to the grievance procedure. Upon successful conclusion of his probationary period, the employee's name shall be added to the seniority list as of his last hiring date.

Section 3: New employees assigned to firefighting duties shall be assigned to 40 hour firefighting duty for at least the first twenty (20) work days of employment but no more than the first twelve (12) weeks of employment to familiarize employees with department policy, procedures and equipment.

Section 4: The Employer will maintain an up-to-date seniority list, a copy of which will be posted on the appropriate bulletin boards each six (6) months. The names of all employees who have completed their probationary periods shall be listed on the seniority list in order of their last hiring date, starting with the senior employee's name at the top of the list. If two (2) or more employees have the same last hiring date, their names shall appear on the seniority list with the employee with the highest score on the pre-employment written examination listed first.

Section 5: An employee's seniority shall terminate:

- (a) If he quits, retires, or is discharged, which discharge is not reversed through the grievance procedure.
- (b) If, following a layoff for lack of work or funds, he fails to notify the Employer of his intention to return to work within ten (10) calendar days after a written notice sent by certified mail of such recall is sent to his last address on record with the Employer, or, having notified the Employer of his intent to return he fails to do so within thirty (30) calendar days after such notice is sent.
- (c) When he has been laid off for lack of work or funds for a period in excess of twelve (12) consecutive months.

- (d) If he accepts employment elsewhere while on a leave of absence or does not return to work immediately following the expiration of a leave of absence.

Section 6: When, because of lack of work or funds, it is necessary to reduce the number of firefighting employees, probationary employees will be laid off first. Thereafter, employees will be laid off in accordance with their seniority and recalled, following a layoff for lack of work or funds, on the same basis.

ARTICLE VI - SICK LEAVE AND LONG-TERM DISABILITY

Section 1: Upon ratification, the Employer shall provide, at its sole expense, a long-term disability policy for all employees covered hereunder with an insurance carrier authorized to do business in the State of Michigan. Such policy shall provide for payment of two-thirds (2/3) of the employee's salary (calculated as of the time of the disability), with such disability payments commencing not later than eighteen (18) weeks after the date of a non-duty illness or injury. Said policy shall further provide that the provisions for two-thirds (2/3) of income, as set forth above, shall be continued through age sixty-five (65), subject to other terms and conditions as provided by the carrier. It is further agreed that upon commencement of payments under the long-term disability policy, no employee shall utilize accumulated sick leave time for additional payment.

Section 2: Upon completion of six (6) months of continuous employment, regular full-time traditional shift employees will be credited with 72 hours of sick leave. Employees hired prior to July 1, 2012 will accumulate paid sick leave credits on the basis of twelve (12) hours per month up to a maximum of one thousand four hundred (1,400) hours. Beginning with the seventh (7th) month of continuous employment, employees hired on or after July 1, 2012 will accumulate paid sick leave credits on the basis of nine (9) hours per month up to a maximum of one thousand four hundred (1,400) hours.

- (a) Regular, full-time employees hired prior to July 1, 2012, working on a forty (40) hour per week basis, shall accumulate paid sick leave credits on the basis of one (1) day per month, retroactive to their last hiring date. Those hours may be accumulated to a maximum of 1,400 hours. Regular, full-time employees hired on or after July 1, 2012, working on a forty (40) hour per week basis, shall accumulate paid sick leave credits on the basis of one-half (1/2) day per month, retroactive to their last hiring date. Those hours may be accumulated to a maximum of 1,000 hours.

Section 3: In order to qualify for sick leave payments, the employee must report to the Public Safety Director or his/her designee one (1) hour before his normal starting time on the first day of absence unless, in the judgment of the Public Safety Director or

his/her designee, the circumstances surrounding the absence made such reporting impossible, in which event such report must be made as soon thereafter as is possible.

- (a) Employees shall be required to furnish a doctor's excuse for the fourth and subsequent absence occurrence in a twelve month period (calendar year). Absences on consecutive work days will be considered one occurrence. The following will not count as an absence occurrence: approved FMLA events, absences where the employee has presented a doctor statement, partial day absences and prearranged doctor or dentist appointments.
- (b) An employee who makes a false claim for paid sick leave shall be subject to disciplinary action or dismissed depending upon the circumstances involved.

Section 4: Qualified employees shall be eligible for paid sick leave from (and to the extent of) their unused accumulated paid sick leave credits in the following situations:

- (a) When an employee's absence from work is due to a non-duty illness or injury, provided such illness or injury was not attributable to the intemperate use of alcoholic beverages or drugs. However, paid sick leave may be used for time missed due to the treatment of substance abuse.
- (b) When an employee's absence from work is due to an illness or injury arising out of and in the course of his employment by the City and which is compensable under the Michigan Workers' Compensation Act, he shall be paid the net difference between what the employee receives in workers' compensation benefits and what he normally would have been paid for the time necessarily lost from his regularly scheduled duty days due to such illness or injury, for a period not to exceed twenty six (26) weeks in any 12 month rolling period. It is understood that the employee's sick leave accrual will be frozen during the time period in which the employee is receiving such supplement. After such 26 week period the employee will be entitled to utilize his unused paid sick leave credits to make up the net difference between the amount of daily benefits to which he is entitled under such Act and the amount of daily salary he would have received in his own classification had he worked, but not to exceed the total equivalent of what he would have received in daily pay on a twenty-four (24) hour per day basis.

The net difference will be calculated by computing an employees' normal net pay with only statutory deductions and deducting the workers compensation payment amount. This net difference shall equal the city supplement and the city will "gross up" to cover taxation. Employees

may have the option of utilizing accrued sick hours to increase the supplement check to be equal to the prior payroll dollar contribution to their 457 deferred compensation plan. Employees electing to utilize sick hours in addition to city paid supplement must contribute their entire supplement to their 457 deferred compensation plan.

- (c) A 54-hour employee may use up to 72 hours of sick leave and a 40-hour employee may use up to 40 hours of sick leave, per occurrence, for the critical illness or critical injury of an immediate family member requiring hospitalization or hospice care treatment. Sick leave shall not apply to dependent illness or injuries such as mumps, chicken pox, influenza, hepatitis, mononucleosis, broken bones (unless critical illness results), dental care, or any related illness or injury which does not require immediate emergency hospitalization, nor shall it apply to outpatient visits to doctor's offices or clinics for diagnosis or treatment not requiring hospitalization. Immediate family member is defined as current spouse, children, step-children, father, mother, step-father, step-mother, father-in-law and mother-in-law. The employee is required to file for Family Medical Leave in order to use sick leave as described above.

Section 5: Whenever sick leave payments are made under this article, the amount of such payments shall be deducted from the employee's accumulated unused bank of paid sick leave credits.

Section 6: When an employee has used all of his accumulated sick leave and accrued vacation time and continues to remain on the sick list, and payments are not yet due under the long-term disability policy, other employees, with the prior approval of the Public Safety Director or his/her designee, may voluntarily work in such employee's place without compensation and without charging the Employer for the time.

Section 7: When an employee hired prior to July 1, 2012 meets any one of the below listed conditions, the employee, or his beneficiary, shall become eligible to receive fifty (50%) percent pay for only the first one thousand two hundred (1,200) hours of sick leave accumulated at the time he ceases to be an employee. When an employee hired on or after July 1, 2012 meets any one of the below listed conditions, the employee, or his beneficiary, shall become eligible to receive fifty (50%) percent pay for up to one thousand (1,000) hours of sick leave accumulated at the time he ceases to be an employee:

- (a) The death of the employee occurs while employed by the City of Portage.
- (b) The employee reaches his fiftieth (50) birthday while an employee with the City of Portage.

- (c) The employee reaches his 20th anniversary of uninterrupted employment.
- (c) If it becomes necessary to discontinue employment as a result of an employee becoming disabled and is unable to continue his unrestricted duties as a firefighter.

ARTICLE VII - PHYSICAL FITNESS

Section 1: The Association and the City agree that it is in the mutual interest of the City and the employee that all firefighters maintain their physical condition. The Employer reserves the right to give a disciplinary layoff without pay or fringe benefits to employees who are not physically fit to perform their duties in a satisfactory manner. "Physically fit" shall include the employee's weight being reasonable. Such action shall only be taken if a physical examination performed by a medical doctor of the Employer's choice at the Employer's expense reveals such physical unfitness, and if the employee is not adhering to a regimen prescribed by the Employer's doctor to correct such unfitness. If the employee disagrees with such doctor's findings, then the employee, at his own expense, may obtain a physical examination from a medical doctor of his choice. Should there be a conflict in the findings of the two doctors, then a third medical doctor mutually satisfactory to the Employer and the Union shall give the employee a physical examination. The fee charged by the third doctor shall be shared equally by the Employer and the employee and his findings shall be binding on the employee, Employer and the Union. In the event such employee wishes to continue his health and life insurance and pension plan, he may do so at his own expense pursuant to the terms of said plan.

Section 2: Employees hired or transferred to the Fire Department after July 1, 1987 shall not be permitted, as a condition of their continued employment, to indulge in the use of any tobacco products or any other smoking materials.

Section 3: Following any inpatient surgery, outpatient surgery or hospital admission the employee will provide medical documentation of the ability of the employee to return to his/her regular work assignment. The employee will not be permitted to return to his/her regular work assignment until the City has been provided with the requested medical documentation that the employee is able to return to his/her regular work assignment. The Return to Work Form is Appendix B of this agreement.

- A. The duties of a firefighter are physically demanding. Research has established that annual physicals and wellness programs substantially decrease the possibility of firefighter injury or death. The Association and the City agree that it is in the mutual interest of the City and the employee that all firefighters maintain their personal physical condition.

All members of the Portage Fire Department will participate in the department occupational wellness program, consisting of an annual medical physical examination by their own personal physician and a personal fitness program. The Fire Department, City of Portage, or any other person or entity will not have access to the medical information collected pursuant to this program without specific written consent of the employee.

- B. The medical physical examination will be completed annually. Any additional cost, including the employee's deductible, of this medical physical examination (the standard annual physical exam, not follow-up tests and treatment) that is not covered by the employee's health insurance will be paid by the City of Portage. Results of the medical physical examination will be provided to the employee. Following the completion of the medical physical examination, a letter will be provided to the City stating that the employee has completed his/her annual medical physical examination.
- C. The medical physical examination will include at least the following:
 - (1) Completion of a comprehensive medical history of the employee.
 - (2) Physical exam of the head, eyes, ears, nose, throat, neck, heart, lungs, gastrointestinal, genitourinary, lymph nodes, musculoskeletal, skin, neurological and hernia check.
 - (3) Vision screening.
 - (4) Audio screening (sound booth or whisper test).

The following will be completed after a baseline is established, as indicated or, **more or less frequently, as determined by the physician:**

- (5) Lab analysis – chemistry panel 23, CBC with differential including heavy metals, C-Reactive Proteins, TSH, lipid profile, PSA screening and urinalysis. These tests will not be used to determine drug use.
- (6) Electrocardiogram (12 lead EKG).
- (7) WFI sub maximal graded treadmill evaluation (stress test) every three (3) years.
- (8) Pulmonary function testing every three (3) years).
- (9) Chest X-Ray every five (5) years.

(10) Skeletal X-Ray (specifically for the back) every five (5) years. **

(11) MRI (specifically of the head) every five (5) years. **

- D. The personal fitness program will consist of a wellness maintenance plan. The City will provide an independent qualified health and fitness coordinator who will work one on one with each employee to establish current fitness benchmarks, using a standardized program to measure employees' current fitness levels by.

Following this, the coordinator will create a personal fitness program that the employee can follow. This program will be customized for each employee's personal needs in order to help them achieve fitness goals. Employees will have access to the fitness coordinator twice annually in order to measure results and modify their personal plan.

In addition to a personal fitness program, employees will be given annual wellness and nutritional education and counseling regarding health promotion.

- E. All employees will be required to participate in the personal fitness program. It is the responsibility of each firefighter to see that their level of fitness to perform the job duties of a firefighter is maintained at all times.

It will be the goal for each member to have a minimum of one (1) hour to participate in the fitness program throughout the shift. Employees will be allowed time on duty to participate in the fitness program based on work schedule, work assignments and emergency call load. A minimum of thirty (30) minutes must be performed unless otherwise approved by the on-duty Battalion Chief.

**See "Letter of Understanding – Medical Physical Examination"

ARTICLE VIII - LEAVES OF ABSENCE

Section 1: Pursuant to the terms of the Uniformed Services Employment and Reemployment Rights Act (USERRA), leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations. Applications for leaves of absence for such purpose must be made as soon as possible after the employee's receipt of his orders. Employees who are ordered to report for annual field training hereunder and who present evidence that they reported for and fulfilled such obligation, upon presenting evidence as to the amount of compensation received from the government shall be paid the difference, if any, between what they received in the form of pay therefore and what they would have

received as regular pay from the City had they worked during such period. The compensation thus paid by the City shall not exceed the difference in pay for a period of two (2) weeks in any one calendar year. If there is a conflict between the terms of this section and the terms of USERRA, the terms of USERRA will prevail.

Section 2: A full-time employee who enters the military service of the United States by draft or enlistment shall be granted a leave of absence for that purpose and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of USERRA and/or any other applicable laws then effective.

Section 3: Employees shall receive straight time pay for three (3) working days of leave time (72 hours for 54 hour employees) from the time of death of an immediate family member for time lost from work. Immediate family shall be defined as current spouse, mother, mother-in-law, father, father-in-law, step-mother, step-father, stepchildren, grandchildren, step-grandchildren, employee's grandparents, grandparents-in-law, child, brother, sister, brother-in-law and sister-in-law. In order to receive such pay, the employee must attend the funeral or memorial service.

Section 4: Employees who are elected or selected by the Union to accept a full-time assignment with the International Union which assignment takes them away from their employment with the City, shall upon written request by the Union served upon the Human Resources Department of the City at least thirty (30) calendar days prior to the anticipated start of such leave be given a leave of absence without pay or fringe benefits and without loss of seniority for such purpose provided that no more than one (1) employee shall be granted such leave at the same time and provided further that such leave shall not exceed two (2) years or the duration of that assignment whichever is shorter. In the event the employee wishes to continue his health and life insurance and pension plan, he may do so at his own expense pursuant to the terms of the plan.

Section 5: Employees who are elected or selected by the Union to attend functions of the International Union such as conventions, educational conferences and other legitimate Union activities may be allowed time off without pay and without loss of seniority to attend such conventions, educational conferences or other legitimate Union activities provided the Human Resources Department is advised in writing by the Union of such intended absence at least nine (9) calendar days prior to the start thereof and provided further that not more than two (2) will be granted a leave for this purpose at any one (1) time.

Section 6: An employee who has exhausted or does not qualify for sick leave because of illness, accident, or pregnancy or is physically unable to report for work without limitation or restriction shall be given a leave of absence without pay, fringe benefits and without loss of seniority of not to exceed two (2) years as follows:

An employee on a medically related absence who wishes to extend his or her full employment status, with benefits, must first utilize all accumulated sick leave and vacation leave. An employee (who has first exhausted the foregoing, and who,

because of illness, accident, or pregnancy remains physically unable to report for work) shall also be given a leave of absence without pay or benefits and without loss of seniority provided he/she promptly notifies the employer of the necessity therefore and provided further that he/she supplies the Employer with a certification from a qualified physician of the necessity for such absence and/or the continuation of such absence when the same is requested by the Employer. Such a medical leave shall expire no later than two years after the first day of any medically related absence exceeding 30 calendar days. The maximum extent of the leave as provided for in this paragraph shall be specified in writing to the employee at the time a request is granted. In the event the employee wishes to continue his/her health and life insurance and pension plan, he/she may do so at his/her own expense pursuant to the terms of said plan.

ARTICLE IX - HOURS OF WORK

Section 1: The normal hours of work for firefighting employees shall be a twenty-four (24) hour shift commencing at 7:00 a.m. and, arranged on an annual basis, shall consist of a fifty-four (54) hour week. In addition, if the Congress of the United States and/or the State of Michigan enacts a law or laws affecting the hours of work, the Employer has the right to set the hours in conformity thereto. Unless it is necessary to lay off personnel as provided in Article V, Section 6, the number of personnel assigned to 54-hour schedules will not fall below 27.

- (a) Effective January 1, 2016, the "54-hour off days" will be modified such that employees may choose to use their "54-hour off days" as a day off, but must schedule this during Vacation Picks in December of each year. Alternatively, employees will be paid 1-1/2 times their then-current hourly rate for any overtime hours that are worked. Paid time off (vacation time or sick time) will be counted as hours "worked" for purposes of calculating overtime.

Section 2: All scheduled time worked in excess of the regularly scheduled work week will be paid at time and one half of the employee's then-current regular hourly rate of pay (i.e. annual salary divided by 2808 times 1.5). Staff officers (40) shall also be compensated at time and one half the officer's current regular rate of pay for hours worked in excess of the work schedule (i.e. annual salary divided by 2080 times 1.5). An employee who responds to an Emergency Recall will be paid a minimum of two (2) hours. This does not apply when an employee fills in for another employee's scheduled hours. When an employee responds to an emergency recall and it is two (2) hours or less before the start of the employee's regularly scheduled shift start time, the employee will be paid for only the time worked at the overtime rate (1-1/2 times the regular hourly rate) up until the start of his shift.

Section 3: The Public Safety Director or his/her designee for the purpose of authorizing overtime payments, will be the determining authority of the necessity for

overtime work. 54 hour overtime opportunity shall be first opened to 54 hour employees or line firefighters occupying 40 hour firefighter positions. Overtime under this section shall be paid at the 54 hour rate (i.e. annual salary divided by 2808 times 1.5).

Section 4: When it is necessary for an employee to serve as a Firefighter witness in a court proceeding at a time other than his regular duty day, such employee shall be paid by the Employer for all time spent in court on an overtime basis, provided he worked forty (40) or more hours during that work week. Witness fees must be turned over to the Employer along with any travel reimbursement if a City vehicle is used. An employee will be paid a minimum of two (2) hours.

Section 5: The City and Association agree to following provisions regarding forty hour a week firefighters:

- (a) 40 hour work schedules will be established on October 1, 2000. The city may, with twenty-one days advance notice, modify the days and hours of some or all of the 40 hour firefighters, to meet service and department needs. Work schedules will be assigned for no less than two (2) month periods. When such modifications are made, the 40-hour firefighters may select their work schedules by seniority
- (b) Monetary and paid leave benefits shall be applied in accordance with the terms of the contract pertaining to other Association 40 hour personnel. For example, vacation accrual will be adjusted to the appropriate schedule on the first day of the payroll period following appointment to this classification.
- (c) If the position is filled with a 54 hour firefighter, extension of vacation accrual will be approved so as to allow the employee to be able to schedule vacation at his/her option consistent with current practice. All vacation will remain subject to approval of the Public Safety Director or his/her designee.
- (d) The salary for the firefighters shall be as scheduled in the contract and shall not be prorated based on hours worked. Staff positions including the Training Officer and the Fire Marshall shall not be used to fill in for 54 hour shift positions unless all other options have been exercised.
- (e) Overtime worked an extension of the 40 hour schedule shall be based on time worked above 40 hours per week determined by dividing the annual rate of pay by 2080. This hourly rate will be paid at 1-1/2 times for hours worked after the scheduled 40 hour week has been worked. Overtime worked as a fill in for a 54 hour employee shall be compensated as prescribed in Article IX, Section 3. Authorized paid leaves are

determined to be time worked. For example, a firefighter with an annual salary of \$30,479 who worked his/her Monday through Friday schedule and then worked a 24 hour shift on Saturday would be paid time and on-half for twenty-four hours at the rate of \$16.28 per hour (\$30,479 divided by 2808 times 1.5).

- (f) If the job is filled with a current employee, his/her progression through the salary step schedule shall be the same rate as prescribed by the contract.
- (g) The 40 hour position will be posted when vacant so that any 54 hour firefighter may bid for the position with the appointment based on seniority, capability, and employment history as determined by the Public Safety Director or his/her designee. An employee who wished to return to a 54 hour firefighter position shall be able to do so as soon as a 54 hour firefighter position is vacant. If more than one employee wishes to return to a 54 hour vacant position, the opportunity shall be first offered in seniority sequence according to the most recent seniority list. The opportunity shall be provided only to employees who have filled a request with the Senior Deputy Fire Chief to return to a 54 hour position when vacant.
- (h) Nothing contained herein should be construed to limit the prerogative of the City to determine adequate staffing for the Fire Department.
- (i) Unless specifically addressed in items (a) through (h) above, all other terms and provisions of the labor agreement shall pertain to employees assigned to these positions.

Section 6: At the discretion of the Director of Public Safety, the City may conduct employee shift bidding. If so, the following process will be followed. The first Wednesday of November shift bids for 54-hour assignments will be conducted at Station 1. They will take place at 7:30 a.m. and will be conducted in accordance to seniority by position. An employee can submit their request in person, over the phone or in writing (in advance). Attendance at the 7:30 a.m. shift bidding process is completely optional. Employees will select both shift and station assignments. The order of selection (Battalion Chiefs, Captains, Firefighters) will be determined by the Fire Administration and announced thirty (30) days prior to the shift bids. Shift assignments will start with the first new 28-day cycle in January of the following year.

The City may, with fourteen (14) days advance notice, modify the days and station assignment of some or all 54-hour firefighters to meet service and department needs. Work schedules will be assigned for no less than a one (1) month period. Employees may voluntarily agree to the changes described above with less notice and for a shorter duration.

If an opening is created during the year on a specific shift/station, employees in the same classification will be offered the ability to submit a request to move to the open shift and/or station. Interested candidates will submit their request to the Senior Deputy Fire Chief for consideration and approval.

ARTICLE X - HOLIDAYS

Section 1: For a forty (40) hour per week employee, the following dates shall be recognized as holidays upon which only necessary work will be performed: New Year's Eve Day, New Year's Day, President's Day, the latter one-half (1/2) of Good Friday, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day and Christmas Day.

Section 2: Eligible employees shall receive eight (8) hours of pay at their regular straight-time hourly rate for each paid holiday and four (4) hours of pay at their regular straight-time hourly rate for the one-half holiday. When an eligible employee is required to work on any day celebrated as one of the above holidays, he shall be paid at the rate of time and one-half (1 1/2) of his regular straight-time hourly rate for the hours so worked, and shall receive in addition thereto the aforementioned holiday pay. If the holiday falls on a normally scheduled "day off", the employee will observe the holiday on either the day preceding the holiday or the day following the holiday, as approved by the Senior Deputy Fire Chief or his/her representative.

Section 3: To be eligible for holiday pay under this Article, an employee must be a regular full-time employee as of the time the holiday occurs and must have worked all of the scheduled hours that he was scheduled to work on the last scheduled day preceding and the next scheduled work day subsequent to such holiday, except in cases where the employee's absence on such day or days is due (1) to the fact that such day or days occurred during his regularly scheduled vacation or (2) to the fact that his absence on such day or days is of a nature which is compensable under this Contract.

Section 4: All employees assigned firefighting duties, in lieu of the above-listed holidays, shall receive an annual holiday bonus equal to one hundred and ten (110) hours paid in two (2) fifty-five (55) hour installments on the first regular payroll following December 1st and June 1st of each year to employees on the payroll on those dates, at the employee's then current hourly rate of pay. Upon separation from employment eligible employees shall receive a prorated payment of the next benefit due. Prorated payments shall be made at a rate of 9.167 hours of pay for each full month worked after December 1 or June 1 as applicable.

ARTICLE XI - VACATIONS

Section 1: Regular, full-time firefighting employees who have completed six (6) or more months of continuous employment with the Employer since their last hiring date shall be entitled to paid vacations as hereinafter set forth:

- (a) When an employee completes six (6) months of continuous service with the Employer since his last hiring date, he shall thereafter be entitled to sixty (60) hours of paid vacation provided he continues working for the Employer thereafter. The vacation time off may be taken after completion of said six (6) months of continuous service and shall be arranged for in accordance with the procedure set forth in this Agreement.
- (b) Following the first six (6) months of employment, each employee shall be credited monthly with the fractional equivalent of vacation at the rate of one hundred twenty (120) hours per year.
- (c) Upon completion of four (4) years of continuous service, the employee shall begin to be credited monthly with the fractional equivalent of vacation at the rate of one hundred sixty-eight (168) hours per year.
- (d) Upon the completion of seven (7) years of continuous service, the employee shall begin to be credited monthly with the fractional equivalent of two hundred sixteen (216) hours per year.
- (e) Upon the completion of fourteen (14) years of continuous service, the employee shall begin to be credited monthly with the fractional equivalent of two hundred forty (240) hours per year.
- (f) Upon completion of nineteen (19) years of continuous service, the employee shall begin to be credited monthly with the fractional equivalent of two hundred sixty-four (264) hours per year.

Section 2: Employees shall select their paid vacation on the following basis:

- (a) Not more than two (2) employees in the Operations Division shall be scheduled off during the same shift unless excused from duty by the Public Safety Director or his/her designee. Not more than two (2) employees in the Operations Division shall be scheduled off during the same shift (for vacation or 54-hour day) unless excused from duty by the Public Safety Director or his/her designee. Once an employee's vacation time is set, it may not be cancelled by the City because of an absence of another employee due to illness or injury.

- (b) The selection shall take place on the first Tuesday and Wednesday of December, beginning at 7:30 a.m. on each such days. Vacation selection shall be on the basis of Department seniority. An employee may select any number of his days during each selection, provided that his selected days are consecutive days. After any pick, he shall not pick again until everyone else has made a selection.
- (c) Following the selection process in (a) and (b) above, the Public Safety Director or his/her designee will designate on a month-to-month basis the remaining days which, in his designation, leave time is available. This time may be utilized by any employee having available accumulated vacation time remaining, on seven (7) days notice to the Public Safety Director or his/her designee on a first-come, first-serve basis, and the schedule will be posted at least seventeen (17) days prior to its effective date.

Section 3: Regular full-time employees working on a forty (40) hour a week basis who have completed six (6) or more months of continuous employment with the Employer since their last hiring date shall be entitled to paid vacations as hereinafter set forth.

- (a) When an employee completes six (6) months of continuous service with the Employer since his last hiring date, he shall thereafter be entitled to one (1) week of paid vacation, forty (40) hours of pay, provided he continues working for the Employer thereafter. The vacation time off may be taken at any time after completion of said six (6) months of continuous service and shall be arranged for in accordance with the procedure followed prior to the execution of this Agreement.
- (b) Following the first six (6) months of employment, each employee shall be credited monthly with the fractional equivalent of vacation at the rate of eighty (80) hours per year.
- (c) Upon completion of five (5) years of continuous service, the employee shall begin to be credited monthly with the fractional equivalent of vacation at the rate of one hundred twenty (120) hours per year.
- (d) Upon completion of fourteen (14) years of continuous service the employee shall begin to be credited monthly with the fractional equivalent of one hundred sixty (160) hours per year.
- (e) Upon completion of nineteen (19) years of continuous service the employee shall begin to be credited monthly with the fractional equivalent of one hundred sixty-eight (168) hours per year.

Section 4: All vacation authorized in Sections 1 and 3 above shall be taken in minimum 1 hour increments.

Section 5: If an employee, who is otherwise eligible for vacation with pay, quits, retires, dies, or is discharged on or after the anniversary date upon which he qualifies for such vacation with pay without having received the same, such employee will receive, along with his final pay check, the vacation pay for which he qualified as of such anniversary date. If an employee quits or is discharged prior to any anniversary date upon which he would have qualified for a vacation with pay, he will not be entitled to any portion of the vacation pay for which he would have qualified on such anniversary date. However, if an employee retires under the pension plan or dies prior to such anniversary he, or in the latter case, his designated beneficiary, shall receive a pro rata share (as of the date of retirement or death) of the vacation pay for which he would have qualified as of the following anniversary date.

Section 6: Vacation time shall be accumulative to a maximum of one-and-one-half (1 1/2) times an employee's annual accrual of said vacation leave. The Finance Director shall notify an employee and their Department Head when the employee approaches this maximum accumulation total. Such notification shall be prior to action taken to correct an over-accumulation situation. Requests for additional accumulation for a specific time or purpose may be approved, at the sole discretion of the employer. No vacation pay will be paid in lieu of vacation except in cases of extraordinary circumstances, as approved by the City Manager. Requests for accumulation of vacation hours in excess of the maximum must be recommended by the Director of Public Safety and submitted to the City Manager for approval. Documentation will be maintained in the employee's permanent personnel file.

ARTICLE XII - INSURANCE

Section 1: The Employer agrees for the life of this agreement to provide health insurance levels provided by BCBS of Michigan CB PPO-1 Modified Option 1 subject to unilateral changes by the carrier in future years. For coverage under the health insurance plan, the employer will pay a maximum amount up to the annual premium caps of \$5,992.30 for single, \$12,531.75 for two-person and \$16,342.66 for family coverage. The applicable caps will be adjusted February 1, 2016 and each February 1 through February 1, 2020, based upon the medical care component of the U.S. Consumer Price Index for the most recent 12 month period available prior to October 1, 2015 and for each October 1, through October 1, 2019, respectively. Employees will pay the remainder of the premium through payroll deduction. Family continuation coverage will continue to be available to employees based on carrier conditions with the premiums to be paid by the employee through a payroll deduction.

Any employee who can provide evidence of coverage and elects to opt out of the City insurance plan shall receive a monthly cash payment equal to 40% of the monthly premium paid by the City for single, double or family coverage, whichever is applicable

to the employee. Payment shall be made through the regular payroll system. Opt out elections made during open enrollment must remain in effect for the entire plan year for all employees unless the employee experiences a “qualified change in family status” as described by HIPAA and/or Section 125. To determine if a “qualified change in family status” has occurred, please contact the Department of Human Resources. An employee who is waiving health insurance and experiences a qualified change in family status must notify the Department of Human Resources within thirty (30) days of the qualified change in family status to be eligible to enroll/re-enroll in a City health plan.

The Employer may provide comparable benefits through another insurance carrier licensed to do business in the State of Michigan.

Section 2: The City will contribute the following amounts to the Firefighter Retiree Health Insurance Fund:

July 1, 2015	\$186,000
July 1, 2016	\$186,000
July 1, 2017	\$186,000 (plus a one-time additional contribution of \$5,000)
July 1, 2018	\$186,000 **
July 1, 2019	\$186,000

- (a) Effective July 1, 2007, employees, who retire from the city and continue insurance coverage through the city as provided for in Appendix E will have the option of continuing single, two-person (employee and spouse) or family coverage (notwithstanding that paragraph 7 of Appendix E does not provide for family coverage), subject to the conditions of the group insurance plan.

Section 3: The Employer shall continue to make available a 50-50 co-pay dental insurance rider for the then existing group health insurance benefits subject to the terms and conditions as provided by the carrier. Effective July 1, 1982, the Employer shall add a 50-50 Orthodontic Rider (\$1,000 maximum/lifetime consistent with the terms and conditions established by the carrier). Effective July 1, 1991 the dental insurance rider will be upgraded to a 100/75/50 rider. The Employer shall provide full payment for the premium cost of the dental and orthodontic plan coverage.

Section 4: Effective July 1, 2015, the Employer agrees to pay the monthly premium for Thirty-five Thousand Dollars (\$35,000.00) of group term double-indemnity life insurance with an insurance carrier selected by the City that is authorized to do business in the State of Michigan, with the employee having the option to purchase an additional One Hundred Thousand (\$100,000.00) Dollars of insurance at his own expense, to the extent that the life insurance carrier will permit additional purchases in this amount. (As of the effective date of this agreement the life insurance carrier will allow the purchase of \$20,000 or \$100,000 of optional life insurance. The life insurance carrier may allow purchases of different amounts in the future.)

**See “Letter of Understanding – Medical Physical Examinations”

Section 5: If the City establishes a cafeteria style plan of insurance in the future for non-union employees the City will allow bargaining unit employees to participate in such a plan on the same basis, but at the same employer expense level provided by this Agreement. Furthermore, bargaining unit members will not be permitted to select a cafeteria plan as an individual, but must either elect such a plan as a unit, or not elect such a plan.

ARTICLE XIII - PENSION/RETIREMENT

Section 1: It is agreed that a money purchase defined contribution pension plan shall be implemented in lieu of the defined benefit 55/25 plan effective July 1, 1985, in accordance with the terms and conditions as set forth in Appendix C, which by this reference is made a part hereof.

Section 2: Effective July 1, 2012, for bargaining unit employees hired prior to July 1, 2012 the Employer shall contribute eighteen (18%) percent of the employee's base salary, specified in Appendix A, each year to this Money Purchase Plan. For bargaining unit employees hired on or after July 1, 2012 the Employer shall contribute ten (10%) percent of the employee's base salary, specified in Appendix A, each year to the money purchase plan. Payment will be paid to the fund administrator on a monthly basis, i.e, one-twelfth (1/12) of the appropriate percentage of the employee's base salary (as defined above) by the 15th of the month for the preceding month. For employees who are not employed for the full month, the contribution in that instance will be prorated accordingly.

Section 3: Partial month payments due to changes from one classification to another or from one step to another shall be paid at the rate in effect on the last day of the previous month. No monthly prorated payments will be made.

ARTICLE XIV – PROMOTIONS **

Section 1: Promotional Process – Battalion Chief and Captain. The following steps will be required for all candidates applying for promotion within the Portage Fire Department. Each step of the process is defined below. Qualified candidates who successfully complete all steps will be recommended to the Director of Public Safety for final interview and recommendation for promotion. The Fire Marshall position is excluded from this section.

To be eligible to apply for promotional vacancies, employees hired prior to July 1, 2012 must possess the following years of service with the Portage Fire Department:

Battalion Chief – 4 years continuous service as a Captain;
Captain – 4 years continuous service as a Firefighter;

**See "Letter of Understanding – Promotions"

Although not required for promotion, the employee will obtain his/her Fire Officer III certification within twenty-four (24) months of the promotion date. An extension may be granted if the employee is unable to complete the requirement due to lack of training opportunities and/or other unforeseen circumstances.

In addition to the tenure requirements covered above, to be eligible to apply for promotional vacancies, employees hired on or after July 1, 2012 must possess the following, additional qualifications:

Battalion Chief – The equivalent of 4 years of continuous service as a Fire Department Captain; an Associate’s Degree in Fire Science or related field (Bachelor’s Degree preferred); and a Fire Officer III certification

Captain – The equivalent of 4 years of continuous service as a Fire Department Firefighter; an Associate’s Degree in Fire Science or a related field; and a Fire Officer III certification.

In the event there are no qualified internal candidates or if fewer than three (3) employees pass the written test, the City may recruit from the outside. The City agrees to waive one (1) year of the required experience for internal candidates if outside candidates are recruited.

An outside candidate will be credited with the equivalent of a full year of continuous service for each year employed on a full-time basis as a Captain or Firefighter, and one year of continuous service for each two years so employed as an On-Call Firefighter. If outside candidates are being considered, previous non-City of Portage experience of employees who apply but do not meet the City of Portage tenure requirement, will be considered in the same manner as it is considered for the outside applicant.

(a) The Training Captain position is excluded from this section. However, qualified internal candidates will be given preference. Minimum qualifications include a thorough knowledge of MIOSHA regulations, certification by the Firefighter Training Council as a Certified Instructor, certification as a Fire Officer II, EMS instructor/coordinator and excellent communication/presentation skills.

STEP 1: Assessment Test Administered by Human Resources Department.

A written examination for the positions of Captain and Battalion Chief will be given annually. The written examination for Captain will be given on the second Monday in January, each year and the written examination for Battalion Chief will be given on the first Monday each February. Passing test results shall remain valid for three (3) years. Employees who do not receive a passing score may retake the test the following year. Any bargaining unit employee may take the written exam and if successful will be considered based on the criteria outlined above. Employees in the Firefighter classification may only test for the Captain position. The City will post a reading list for

the written test one hundred twenty (120) days in advance, if applicable, but is not responsible for purchasing the reading materials. Candidates who do not receive a passing score are not eligible to continue in the promotion process. Using a random number identifier for each candidate, the candidates will be notified if they passed the test via posting. There will be a 5 day rebuttal period following the posting of scores. Candidates are required to provide their rebuttal to their test results or score in writing to the Human Resources Department within 5 calendar days of the posting date for scores. Subsequent steps in the promotion process will commence once an opening or potential opening is identified.

STEP 2: Simulator Administered by Fire Department Administration.

Candidates passing the written assessment test will take a simulator examination of a scenario selected as applicable to the position vacancy. Candidates who do not receive a passing score on the simulator are not eligible to continue in the promotion process. All scores will be posted using a random number identifier for each candidate. There will be a 5 day rebuttal period following the posting of scores. Candidates are required to provide their rebuttal to their test results or score in writing to the Human Resources Department within 5 calendar days of the posting date for scores.

With agreement of the Association (IAFF) Liaison some variation of Step 1 and Step 2 can be agreed upon to include the use of oral exams or practical exams.

STEP 3: Credentials Administered Jointly by Human Resources Department, Public Safety Director or his/her designee, and IAFF Liaison.

Candidates who have passed the above steps, will complete a promotional questionnaire. The questionnaire and personnel file of each qualified candidate will be evaluated by the joint administration team and points assigned for educational achievement, fire service certification, community service, commendations and accomplishments above and beyond the basic requirements for a Firefighter in the Portage Fire Department.

STEP 4: Seniority/Experience Administered Jointly by Human Resources and IAFF Liaison.

Concurrently with Step 3, qualified candidates will have their years of service posted. Candidates will have 5 days for rebuttal of the years of service posted by providing a written request to the Human Resources Department.

STEP 5: Oral Board Examination Jointly Administered by Fire Department Administration, Human Resources Department and IAFF.

Candidates who have successfully completed all steps will be required to present themselves for an Oral Board examination. The Oral Board will be comprised of three members, appointed as follows:

- Director or Deputy Director of Human Resources.
- Fire Chief or Deputy Fire Chief from a department not in Kalamazoo County, appointed by the Portage Public Safety Director or his/her designee.
- A Fire Officer from a department not in Kalamazoo County, appointed by the President of IAFF Local 1467.

The Oral Board examination will consist of a series of scenarios and follow up questions that will be evaluated by the Oral Board members on an independent basis. As soon as possible following the completion of all Oral Board examinations, a summary of the observations of the Oral Board members regarding the strengths, weaknesses and qualifications of the candidates will be supplied to the Director of Public Safety.

STEP 6: Final Interview. All qualified candidates will be required to present themselves for an interview with the Director of Public Safety, who will have access to the Step 1 and 2 scores, the Step 3 promotional questionnaires, each candidate's length of service and the summary of the Oral Board interviews. Upon completion of all interviews, the Director of Public Safety will select one candidate for promotion.

Section 2: Association Liaison. An individual appointed by the Association shall serve as an Association liaison who will have access to all promotion related data. The purpose of the liaison will be to work with the representative of the City in 1) identifying and correction of unintentional errors that may occur during any part of the promotion process and 2) to assist in establishing a promotional process that will be acceptable to the City and the Association. The Liaison selected by the Association shall be ineligible for promotion during the period he or she serves as Association Liaison.

Section 3: An employee who wishes to return to a vacant position, other than firefighter, which is lower in rank than the position held must have taken and passed the most recent promotional written examination for the position to which he/she would be returning.

Section 4: An employee who is promoted to a position within the bargaining unit or outside of the bargaining unit will be on a six (6) month probationary period. If during the probationary period it is determined that the employee is unable to satisfactorily perform the job he will be returned to the position held prior to the promotion. The employee may voluntarily return to the previous position within the six (6) month probationary period.

ARTICLE XV - SALARY RANGES

Section 1: The job titles contained in the approved collective bargaining agreement shall be as follows:

Title:	Designation:
Captain	2 Bugles
Battalion Chief	3 Bugles

The job classifications and the salary ranges therefore, are set forth in Appendix A attached hereto and by this reference made a part hereof. **

Section 2: Annually on the first full payroll in July, each 54-hour Firefighter who has completed his/her probationary period and each 54-hour Captain will receive an Acting Pay bonus in the amount of three hundred thirty-three dollars (\$333). Employees to whom such payments are made will accept fill-in assignments as directed.

Section 3: Bargaining unit members will receive their pay by way of direct deposit with funds being deposited into the employees' accounts at the financial institution designated by the employee. This includes regular payroll, bonuses and/or allowances.

**See "Letter of Understanding – Rank Change for Position of Fire Marshal" and "Letter of Understanding – Rank Change for Position of Training Officer"

ARTICLE XVI - GENERAL

Section 1: The Employer and the Union agree that employees may have the privilege of trading work days with the other employees with the advance permission from the Battalion Chief, under the direction of the Director of Public Safety.

Trades of time must meet the following standards:

- Trades of time are managed and recorded by the individuals
- Trades of time must be annotated in the Fire House
- Trades of time will not be approved if they result in less than two (2) officers being on duty or if it otherwise creates overtime
- Trades of time will be denied by the Battalion Chief if trade time negatively affects the employee's ability to attend required department scheduled training (unless the training is made up by the employee)
- Trade time will be denied by the Battalion Chief if excessive trade time used by an employee affects his/her ability to perform his/her job function within the department
- Non-medical trade of time will not exceed five (5) consecutive duty days unless approved by the Director of Public Safety or Fire Chief
- If the individual agreeing to work the trade is unable to fulfill that agreement, the requesting employee must either report to work as scheduled or utilize available appropriate leave time, vacation time or take leave without pay if neither the appropriate leave time nor vacation time is available

Section 2: Any employee covered by this Agreement may view the contents of his personnel file in the Human Resources Office in the presence of a member of the Human Resources staff at any reasonable time, upon 24 hour advance request, and upon the employee's request, a committee person may view the contents thereof under the same conditions in the employee's presence.

Section 3: The employee shall be permitted to live anywhere within twenty (20) miles from any City of Portage boundary. (Miles are statute.)

Section 4: If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination of its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision. It is further understood and agreed that the wages, hours, and other terms and conditions set forth in this Agreement shall be subject to all laws enacted by the Congress of the United States and/or the State of Michigan, and the Employer reserves the right to change only those provisions of the contract in conformance thereto.

Section 5: No agreement or understanding contrary to this collective bargaining agreement, nor any alteration, variation, waiver or modification of any of the terms and conditions contained herein made by an employee or group of employees with the Employer shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver, or modification is executed in writing between the parties and ratified by the Association. It is further understood and agreed that this collective bargaining agreement constitutes the sole, only and entire agreement between the parties hereto and cancels any other agreements, understandings and arrangements heretofore existing between the parties.

Section 6: It is understood and agreed that this Agreement supersedes any and all rules, regulations or practices of the Employer which are contrary or inconsistent with the terms and provisions herein contained. The Personnel Management Plan (City Ordinances), Personnel Rules and applicable Administrative Orders of the City shall be applicable to the employees within the bargaining unit unless such plan, rule or orders have been specifically abrogated by the terms and conditions of this Agreement.

Section 7: It is specifically agreed that the Employer will not require any member of the Fire Department to engage in work that will violate any law or ordinance by asking employees to perform work that would require licensing by either the state or federal government. This does not apply to good housekeeping.

Section 8: It is specifically agreed that the Employer will continue to furnish the following items of apparel:

- (a) A dress uniform to consist of trousers, suit jacket and cap.

- (b) Turnout gear to consist of coat, helmet, protective hood, bunker pants, bunker boots, and gloves. It shall be "first-line" equipment with Scotchlite markings on coat and boots.

Section 9: The Employer will continue its practice of stocking three (3) extra sets of turnout gear as defined in Article XVI, Section 8(b).

Section 10: The City shall continue to provide the initial work uniform and linen issue inclusive of uniform shirts, pants, sheets, pillow cases, and towels in accordance with standard uniform specifications recommended by the department uniform committee and approved by the Director of Public Safety or his/her designee. The Director of Public Safety or his/her designee shall have final approval authority for all uniform standards pertaining to the cleaning and maintenance of work uniforms.

- (a) It shall be the responsibility of the employee to maintain established uniform and appearance standards, including uniform and linen cleaning and laundry as well as uniform item replacement.
- (b) Effective July 1, 1994 and each year thereafter, each employee shall receive an annual uniform cleaning and replacement allowance of Seven Hundred Seventy Five (\$775) Dollars (regardless of employee classification) to be used for the purpose of work uniform cleaning and purchase of replacement uniforms. Said uniform allowance will be prorated for time out of the unit for purposes of promotion (out of the unit), layoff or extended leave of absence (greater than 60 days).
- (c) In July of each year, in addition to the amounts paid pursuant to section 10(b) immediately above, the City will pay to each employee an additional uniform allowance of Three Hundred Dollars (\$300.00) to be used for the purpose of work uniform and equipment purchases. The issuance of these payments is in exchange for the deletion of the EMT bonus payments formerly contained in Article XVI, Section 13 of this Agreement.
- (d) The annual uniform cleaning and maintenance allowance shall be paid on the first regular payroll after July 1.
- (e) Upon separation from employment, the employee shall be credited with the prorata share of the last benefit payment due.

Section 11: Effective July 1, 1985, the Employer will discontinue its practice of providing coffee and appropriate accouterments at the Employer's expense.

Section 12: Each employee assigned to a 54-hour shift will receive an annual food allowance of Seven Hundred Fifty (\$775) Dollars which will be paid in one lump sum in compensation paid on the first regular payroll after June 1. This will be prorated for

employees who have been employed for less than one (1) year. Upon termination, an employee will receive a pro-rata share of the food allowance to which he would be entitled on the following June 1. Said food allowance will be prorated for time out of the unit for purposes of promotion (out of the unit), layoff or extended leave of absence (greater than 60 days).

Section 13: As a condition of employment, the current employees who hold EMT licenses as of July 1, 2015 must maintain their EMT licenses and all new employees hired on or after that date will be required to obtain and maintain EMT licenses. The city will continue to provide the EMS continuing education training. If an employee misses the training it is the responsibility of the employee to obtain the training required to maintain their license. The employee shall accomplish this training during hours other than those scheduled for duty unless otherwise approved by the Director of Public Safety or his/her designee.

Section 14: It is understood and agreed that an employee may be required to reimburse all or part of the damage or repair costs up to Two Hundred Fifty Dollars (\$250) per accident, either by monetary payment or by deducting accrued vacation time as determined by the employee. Any reimbursement shall be conditional on the negligence of the employee involved, determined by an investigation. Investigations will be conducted by the safety committee, the Director of Public Safety or his/her designee, and a Deputy Director or designee from the Human Resources Department. A written report will be provided to the Director of Public Safety or his/her designee with recommendations for the following offenses:

- (a) Accidents involving City-owned vehicles.
- (b) Careless operation of City vehicles.
- (c) Careless use or damage of City equipment, materials, or property which may necessitate the repairing thereof.
- (d) Property damage, either public or private.

ARTICLE XVII - LONGEVITY PAY

Section 1: Effective July 1, 1996, All regular full-time Firefighters who, after July 1, 1979, have completed five (5) years of continuous service with the City of Portage since their last hiring date shall receive One Hundred Ten (\$110) Dollars for each year of service.

Section 2: For purpose of this Article, continuous service shall be broken by (1) quit, (2) discharge, or (3) retirement.

Section 3: Longevity pay will be included in the employee's normal payroll check, to be paid on the payday following the anniversary date of each employee. For the purposes of longevity, that anniversary date shall be the employee's last hire date. "Last hiring date" shall mean the date upon which an employee first reported for work at the instruction of the Employer since which he has not quit, retired nor been discharged".

Section 4: In the event of death or separation from the City, the employee or his beneficiary shall receive a prorata amount of the current year's longevity due. For example, in one year if an employee receives a longevity bonus of \$1430 based on an August 1 anniversary date (13 years of service) and the employee leaves employment with the City on November 1, he would be entitled to a prorated longevity payment at separation of 25% of \$1430 or \$357.50.

ARTICLE XVIII - CONTINUING EDUCATION

Section 1:

- (a) Employees who possess an Associates Degree which is determined to be job related by the Director of Public Safety or his/her designee shall receive an annual bonus of Two Hundred Fifty (\$250.00) Dollars per year, but no additional compensation for other twelve (12) hour credit blocks.
- (b) Employees who possess a Bachelors Degree which is determined to be job related by the Director of Public Safety or his/her designee shall receive an annual bonus of Five Hundred (\$500.00) Dollars per year, but no additional compensation for other twelve (12) hour credit blocks.
- (c) No employee, regardless of the number or types of degrees or credits, shall be eligible for an annual college incentive bonus which exceeds Five Hundred (\$500.00) Dollars per year. Only one Associates, one Bachelors, or one Masters Degree may be applied to this bonus.
- (d) Request for payment shall be made annually in writing prior to January 31.

Section 2: Employees seeking the college incentive bonus under this Article shall provide a certified transcript of hours and grade accumulated prior to January 31 of each year unless such hours and grades have remained unchanged since the previous year's request. In those instances the transcript of the previous year will continue to serve as evidence of accumulated credits.

Section 3: Payment of the college incentive bonus under this Article shall be made on the first regular payroll after February 1 in each succeeding calendar year.

Section 4: For purposes of this Article, employees shall be entitled to certify college credits already accumulated, those currently in process, and any credit hours completed from the date hereof.

Section 5: A tuition reimbursement program that will not exceed \$4,500 annually (earned during each year from July to June) is hereby established in accordance with the following provisions:

- (a) Each employee who wishes to participate in the tuition reimbursement program shall make application to the Director of Public Safety or his/her designee not later than August 1, December 1, or April 1 of each year, which will include the name of the college or university, a title and brief description of each course, the number of credit hours, and verification from the college or university of tuition cost.
- (b) The Director of Public Safety or his/her designee will review all requests and notify each applicant within ten (10) calendar days after the application cutoff date of the credits that are eligible for reimbursement and the amount of tuition reimbursement that will be available.
- (c) To the extent of funds available, all tuition deemed eligible by the Director of Public Safety or his/her designee shall be reimbursed at a rate of fifty (50) percent of actual tuition cost when the employee presents verification from the college or university of successful course completion with a minimum grade of "C" or better.
- (d) In the event available funds will not provide the fifty (50) percent tuition reimbursement for current applicants, the amount of reimbursement shall be determined so that each applicant shall be entitled to a proportional share of available funding in direct relation to the total amount of tuition reimbursement approved as eligible. The Director of Public Safety or his/her designee will so notify each applicant of the amount of benefit approved and available within ten (10) calendar days of the cutoff dates for application.

In no event shall an employee be entitled to more than five hundred (\$500.00) dollars per semester, with an annual maximum of one thousand five hundred dollars (\$1,500.00).

ARTICLE XIX - DURATION

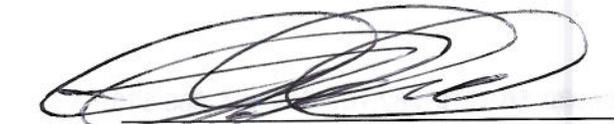
THIS AGREEMENT shall become effective as of the 1st day of July, 2015 and shall remain in full force and effect until 12:01 a.m. the 1st day of July, 2020 and from year-to-year thereafter unless either party hereto serves upon the other a written notice of desire to amend or terminate this Agreement at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period.

In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new Contract.

THIS AGREEMENT is signed on behalf of the respective parties this 24 day of May, 2015.

LOCAL NO. 1467 OF THE
INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS

CITY OF PORTAGE



JAMES R. SWARTZ PRESIDENT
LOCAL 1467
IAFF



David J. Carroll Vice President



Peter Strazdas
Mayor



James Hudson
City Clerk

APPENDIX A Effective November 9, 2015

Job Classifications and Base Salary Rates

	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
7/1/2015 (2.0%)										
Firefighter	\$43,416	\$46,556	\$47,000	\$52,843	\$55,988	\$57,342	\$58,689	\$60,044	\$61,390	\$62,769
Captain	\$65,353	\$65,989	\$66,620	\$67,257	\$67,888					
Admin. Div. Chief	\$70,706	\$71,467								
Bat. Chief	\$72,563	\$73,294								
7/1/2016 (1.5%)										
Firefighter	\$44,068	\$47,254	\$50,445	\$53,636	\$56,828	\$58,202	\$59,569	\$60,945	\$62,311	\$63,710
Captain	\$66,334	\$66,979	\$67,620	\$68,266	\$68,906					
Admin. Div. Chief	\$71,767	\$72,539								
Bat. Chief	\$73,651	\$74,394								
7/1/2017 (1.5%)										
Firefighter	\$44,729	\$47,963	\$51,202	\$54,440	\$57,680	\$59,076	\$60,463	\$61,859	\$63,245	\$64,666
Captain	\$67,329	\$67,983	\$68,634	\$69,290	\$69,940					
Admin. Div. Chief	\$72,843	\$73,627								
Bat. Chief	\$74,756	\$75,509								
7/1/2018 (1.5%)										
Firefighter	\$45,399	\$48,682	\$51,970	\$55,257	\$58,545	\$59,962	\$61,370	\$62,787	\$64,194	\$65,636
Captain	\$68,339	\$69,003	\$69,663	\$70,329	\$70,989					
Admin Div. Chief	\$73,936	\$74,731								
Bat. Chief	\$75,877	\$76,642								
7/1/2019 (1.5%)										
Firefighter	\$46,080	\$49,413	\$52,749	\$56,086	\$59,423	\$60,861	\$62,290	\$63,729	\$65,157	\$66,620
Captain	\$69,364	\$70,038	\$70,708	\$71,384	\$72,054					
Admin. Div. Chief	\$75,045	\$75,852								
Bat. Chief	\$77,016	\$77,792								

Section 1: Employees shall be hired at not less than the minimum of the salary range applicable to the classification to which they are assigned and during the first nine (9) consecutive years of employment shall be advanced to the next incremental step in applicable salary range not later than the anniversary dates of their employment or most recent transfer/promotion.

Section 2: When an employee is permanently promoted from one job classification covered by this agreement or is transferred from a classification not covered by this agreement to another he shall, as of the start of the next

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10/29/15

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10/29/15

succeeding pay period, be placed at the lowest step for the classification to which he is promoted which will result in a salary increase. On the anniversary of his transfer or promotion he shall be advanced to the next incremental step in the applicable salary range. The established anniversary date for employees transferred or promoted before July 1, 1990 shall remain the same and not be changed due to language changes in this provision.

Section 3: Those employees hired or promoted prior to July 1, 1987, shall maintain their level of progression in the step system so that they will progress to the top step in the same manner that existed prior to the execution of this agreement. Employees hired or promoted after July 1, 1987, shall progress in accordance with Section 1 and Section 2 above.

Section 4: The positions of Fire Marshall and Training Officer will be changed to the rank of Administrative Division Chief effective November 12th, 2015.

Section 5: With the first full payroll in July 2016, July 2017, July 2018 and July 2019, a bonus of one (1%) percent of base wage will be paid to each employee. The "bonus" payments will not affect the base pay rates and will be based on the pay rate effective on June 30.

 10/28/15.



 10/28/15

APPENDIX B

RETURN TO WORK FORM

Medical Authorization Report

Employee Name: _____

Date: _____

The above employee has been seen or is under the care of office. He is cleared to return to work as a Firefighter with no restrictions.

Signing Physician or PAC

APPENDIX C

THIS AGREEMENT Entered into this _____ day of October, 1985, between the CITY OF PORTAGE, (hereinafter referred to as "City") and Local No. 1467 of the International Association of Firefighters, also known as the Portage Firefighters Association, AFL-CIO, (hereinafter referred to as the "Association").

In consideration of the promises made to each other contained in a collective bargaining agreement entered into on the _____ day of October, 1985, to be effective July 1, 1985, the parties hereto agree as follows:

1. The Association will establish a Money Purchase Plan, (hereinafter referred to as "MPP") for its members.
2. That all of the members of the Association agree to withdraw from the defined benefit pension plan established for them by the City and give evidence of their consent.
3. Upon receipt of the consent of all members, the City will transfer funds to the designated MPP investment manager in accordance with the Pension and Group Services determination of fund assets dated 07/02/85 upon a schedule approved by the City and Union. Such schedule shall reflect any penalties charged for termination of the Bankers Life Contract.
4. The City will forward to the MPP trust manager the Seventy-Five Thousand One Hundred Forty-Six (\$75,146) Dollars accrued employee contribution for the defined benefit pension plan year ending June 30, 1985.
5. Future contributions to the Money Purchase Plan shall be paid by the City to the designated fund administrator on behalf of each employee on a quarterly basis in accordance with the following schedule:

Payment shall be made On or Before _____	In the amount of:			
	<u>Asst. Chief</u>	<u>Capt.</u>	<u>Lt.</u>	<u>Firefighter</u>
9/30/85	848	812	780	762
12/31/85	848	812	780	761
3/31/86	848	812	780	761
6/30/86	847	811	780	761
9/30/86	890	853	819	800
12/31/86	890	852	819	799
3/31/87	890	852	819	799
6/31/87	890	852	819	799

6. MPP shall be established and administered by the Association.
7. The City shall have no responsibility whatsoever for the administration of the plan, including providing any payroll deduction services for voluntary employee contributions.
8. The City shall have no periodic reporting obligation to the union or trustee beyond what is required by law.
9. The defined benefit pension obligation of the City to any current unit employees shall be totally dissolved.

10. The City shall not be obligated to execute the MPP Document or the Trust Agreement Document.
11. The Association shall provide the Finance Director of the City of Portage a report on the examination of the financial statements of the money purchase plan. Such examination shall be conducted by an independent certified public accountant in accordance with the generally accepted accounting principles and regulations. In addition, the report of such examination will include a detailed supplemental schedule of planned administration expenses. That report shall be submitted within sixty (60) days after the close of the Plan's fiscal year.
12. The Association, its officers, agents, members, and International Union hereby agree to indemnify and hold harmless the City, the City Council, its City Manager, Finance Director, Fire Chief, Employee Development Representative and all other employees individually and collectively from and against any and all claims, loss, damages, expense, and liability arising from any aspect of the establishment and administration of said Money Purchase Pension Plan.
13. Each employee who receives any form of monetary value under this concept shall execute an authorization form and release which releases the City and its agents, consultants, and insurance companies from any and all further liability or claim, either past, present, or future.
14. Any agreement reached shall be contingent upon the approval of the State of Michigan.
15. Contributions shall be defined in terms of dollars for each year of the contract (not percent of salary or percent of compensation).
16. The Association shall agree not to propose a supplemental defined benefit pension plan to supplement this money purchase plan for the duration of the existence of the Money Purchase Plan.
17. That if the Association or its officers or agents ever attempt to seek an increase in said contribution amount that the expense of such potential increase in said contribution amount shall be subtracted from any increase in the wages and/or salary, bargained contemporaneously, paid to the employees of the Association.
18. All expenses related to the plan conversion shall be paid from fund assets prior to the determination of individual allocation of assets.

This agreement is signed on behalf of the respective parties this _____ day of _____, 1985.

LOCAL NO. 1467 OF THE
INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, AKA Portage
Firefighters Association, AFL-CIO.

CITY OF PORTAGE

APPENDIX D

CITY OF PORTAGE, IAFF LOCAL 1467 DRUG AND ALCOHOL POLICY

I. PURPOSE

- A. To establish and maintain a safe, healthy working environment for all employees.
- B. To insure the reputation of the Portage Fire Department and its firefighters as good, responsible citizens worthy of public trust.
- C. To reduce the incidents of accidental injury to persons or property.
- D. To provide assistance toward rehabilitation for any employee who seeks the Fire Department's help in overcoming any addiction to, dependence upon or problem with alcohol or drugs.

II. COOPERATION

Those employees with drug and alcohol abuse problems make up only a small fraction of the work force, and the Fire Department regrets any inconvenience that may be caused the many non-abusers by the problems of the few. It is believed, however, that the benefits to be derived from the reduction in numbers of accidents, the greater safety of all employees, and the rehabilitation or suspension or termination of those, who because of alcohol or drugs, are a burden upon all other employees, will more than make up for any inconvenience or loss the rest of us must be subjected to. The Fire Department earnestly solicits the understanding and cooperation of all employee organizations in implementing the policies set forth herein.

III. DEFINITIONS:

- A. Alcohol or Alcoholic Beverage - means any beverage that has an alcoholic content.
- B. Drugs - means any substance (other than alcohol) capable of altering the mood, perception, or judgment of the individual consuming it.
- C. Prescribed Drug - means any substance prescribed for the individual consuming it by a licensed medical practitioner.
- D. Illegal Drug - means any drug or controlled substance, the sale or consumption of which is illegal.
- E. Supervisor/Command Officer - means the Officer, Acting Officer or individual who is the member's immediate superior in the chain of command.
- F. Shift Commander - means the Battalion Chief who is on duty at #1 Station.
- G. Impairment - To injure by weakening, diminishing, or decreasing strength and value, physical, or mental.
- H. Use - To avail oneself, put to one's own purpose, to consume or expend by using.

- I. Employee Assistance Program - means Employee Assistance Program provided by the City of Portage.

IV. CITY OF PORTAGE EMPLOYEE ASSISTANCE PROGRAM:

- A. Any employee who feels that he has developed an addiction to, dependence upon or problem with alcohol or drugs, legal or illegal, is encouraged to seek assistance. Entrance into the Employee Assistance Program can occur by self referral, recommendation, or referral by a supervisor. No employee will be disciplined as a result of any information disclosed by the employee during his efforts to enter rehabilitation or participate in the EAP.
- B. All requests for assistance through "recommendation" or "supervisor referral" will be treated as confidential, however, a signed release and agreement to participate in rehabilitation will be required of the employee. "Self referral" confidentially will be maintained between the individual seeking help and EAP personnel.
- C. Rehabilitation itself is the responsibility of the employee. For employees enrolled in a formal treatment program, the Fire Department will grant rehabilitation leave at full pay up to accumulated sick leave and vacation leave. Employees who have exhausted their accumulated sick leave and vacation leave, upon approval of the Director of Public Safety or his/her designee, may have other employees work in their place without compensation and without charging the employer for their time, up to the point of long term disability eligibility. The cost of rehabilitation will be borne by the Employer, to the extent of the available EAP or insurance coverage. The rehabilitation program used will be at the direction of the EAP and/or substance abuse counselor assigned by the EAP.
- D. To be eligible for continuation in employment on a rehabilitation pay basis, the employee must have been employed at least one year, worked a minimum of 1250 hours, and removed from probationary status. While participating in rehabilitation an employee must maintain at least weekly contact with the Director of Public Safety or his/her designee, and must provide verification that he is continuously enrolled in a treatment program and following all specific actions and activities outlined in the treatment program by providing documentation from the substance abuse professional to the Human Resources Department.
- E. Upon successful completion of treatment, the employee will be returned to active status without reduction of pay or seniority, in accordance with Article VIII, Section 6, of the labor agreement.

V. PRESCRIPTION DRUGS:

- A. Employees who are obliged to take (a) prescription drug(s) under the direction of a licensed medical practitioner shall advise their supervisor upon reporting to duty that they are under the influence of, or are required to take prescription drugs or internal medicine that may affect their work performance. When an employee is required to take prescription drugs or other medicine, a physician's statement may be required indicating whether or not the employee can perform his regularly assigned duties.
- B. No prescription drug shall be brought upon Fire Department premises by any person other than the person for whom the drug is prescribed, by a licensed medical practitioner, and shall be used only in the manner, combination and quantity prescribed.
- C. No employee who complies with (A) and (B) above, with respect to a particular prescription drug can be disciplined or required to attend Employee Assistance on account of that particular prescription drug, unless there is reasonable suspicion that the employee is unable to safely perform his or her duties.

VI. PROCEDURES FOR TESTING

The City may require department personnel to submit to a test for illegal drugs, prescription drugs or alcohol under the following circumstances:

- A. The employee is, based on "reasonable suspicion", requested/ordered to submit to testing by a command officer.
- B. When an employee is injured in a work related accident (or illness as defined under the Worker's Compensation Act), while operating a vehicle while on duty, which requires medical treatment in a certified medical facility or through a physician. Further, any time an employee is involved in an accident while operating a vehicle or while on duty which involves damage to another vehicle or injury to another individual.
- C. For the protection of employees and citizens, the City of Portage will maintain a random drug testing program which shall apply to all employees represented by the IAFF Local 1467.

VII. TESTING FOR REASONABLE SUSPICION

- A. Standards for Determining Reasonable Suspicion
 - (1) The test must be requested by a command officer. A "command officer" shall be deemed to be an officer of the rank of captain or higher, or a supervisor acting in the capacity of command officer in the absence of a command officer.
 - (2) "Reasonable Suspicion" is defined to mean objective, articulable and specific facts which would support a reasonable individualized

suspicion that the employee to be tested is using or has used substances which impair his or her ability to safely and effectively perform his or her duty.

- (3) Where the "reasonable suspicion" is based on personal observation by a command officer, the objective facts must be articulable and may include the person's appearance and behavior.
- (4) Whenever any employee has reasonable suspicion that any command officer of the Fire Department is under the influence of drugs or alcohol while on duty, that employee shall make a report to the next higher command officer, the Deputy Fire Chief, the Director of Public Safety or his/her designee, the Director of Human Resources or the Police Command Officer on duty if appropriate, for investigation.

B. Preparation of Report

If the command officer, based upon the criteria set forth above, determines that a test should be requested, he shall comply with the following procedure. First, the firefighter shall be relieved from duty. If the firefighter is at the scene of an emergency, he may be directed to return, or be taken to a station (when impairment is suspected) to complete this testing procedure. Once the firefighter is relieved from duty, a command officer shall prepare a SIGNED, DATED, TIMED, AND CONTEMPORANEOUS REPORT reducing the objective facts and the reasonable inferences drawn from those facts to writing and shall immediately furnish a copy to the employee. The employee shall, at that time, be given the opportunity to explain his behavior, action, or appearance. Upon request, the employee shall have the right to Union representation.

C. Review of Report

If, following the employee's explanation, the command officer determines that a test is still required, he shall submit a copy of his report to the shift commander. The shift commander shall evaluate the report and explanation of the reason for testing, and shall hear the employee's explanation for his behavior (if any) and the shift commander shall then determine if there is reasonable suspicion for the test. If reasonable suspicion is found by the shift commander, the Senior Deputy Fire Chief shall be notified immediately.

D. Demand for Testing

If the shift commander has determined that a test shall be ordered the order will be given by a command officer. At the time the order is given, the employee shall be advised that refusal to submit to the test shall be cause for discipline, up to and including discharge.

VIII. RANDOM TESTING

The City of Portage Human Resources Department shall furnish the city's physician with employee lists. The city's physician shall enter employee names into his or her computer program for random testing selection. At unannounced times spread throughout the year (at least monthly), the city's physician shall have his or her computer randomly select covered employees for testing. The number of annual computer selections shall be 25% of the total pool, tested annually. Once computer selections are made, the city's physician shall furnish the Human Resources Department with the name(s) randomly selected. The Director of Public Safety or his/her designee shall be notified of testing the evening prior to the testing date of each employee selected for testing. The Director of Public Safety or his/her designee, shall notify each employee, privately, that he or she has been selected for testing and instruct that employee to report for testing. If the randomly selected employee is on vacation, sick leave, a leave of absence or scheduled to be absent for any other reason, that name shall be dropped and the Human Resources Department shall request another randomly selected alternate name. If the randomly selected employee is not on duty, the notification of selection shall be made on the first day when the employee is next scheduled for duty.

IX. TESTING PROCEDURES

A. Laboratory Selection

The laboratory selected to conduct the test analysis shall be certified by the National Institute on Drug Abuse and/or MLEOTC. In addition, the laboratory selected shall use Smith-Kline Laboratories security procedures or equivalent. Any and all costs associated with testing shall be paid by the city.

B. Obtaining Urine Samples

(1) All sample collection shall occur at the medical clinic, doctor's office, or laboratory designated by the city as its testing facility. When the employee reports to the testing facility he or she must be identified prior to any sample being given.

- (2) The room where the sample is obtained must be private and secure with documentation maintained that the area has been searched and is free of any foreign substance. Specimen collection will occur in a medical setting and the procedures should not demean, embarrass, or cause physical discomfort to the employee.
- (3) An interview with the employee prior to a confirmation test will serve to establish use of drugs currently taken under medical supervision.
- (4) Urine samples shall be sealed, labeled and checked against the identity of the employee to ensure the results match the testee. Urine samples shall be stored in a secured and refrigerated atmosphere until tested or delivered to the testing lab representative.

C. Processing Samples

- (1) The testing or processing phase shall consist of a two-step procedure:
 - (a) Initial screening step, and
 - (b) Confirmation step.
- (2) The sample is first tested using a screening procedure. A specimen testing positive will undergo an additional confirmatory test. An initial positive report should not be considered positive; rather, it should be classified as confirmation pending.
- (3) A confirmatory test shall be done by chromatograph/mass spectrometer. In those cases where the second test confirms the presence of drug(s) in the sample in excess of the confirmation levels listed below, the sample will be retained for twelve (12) months to allow further testing in case of dispute. After a confirmed positive test, the employee has the right to receive a sample from the specimen by directing the City's designated laboratory (in a signed writing), to send the sample directly to another certified laboratory.
- (4) If the initial screening test is positive, the confirming test shall be run by a second certified laboratory.

D. Chain of Evidence/Storage

- (1) Where a confirmed positive report is received, urine specimens shall be maintained under secured storage for a period of twelve (12) months.
- (2) Each step in the collecting and processing of urine/blood specimens shall be documented to establish procedural integrity and the chain of evidence/custody.
- (3) In the event of a positive drug test, the employee shall have the option of reporting for a second test within 24 hours of the first test.

E. Drug and Alcohol Cut-Off Levels

- (1) The initial and confirmatory drug test “cut-off” levels shall be as follows:

<u>Drug/Metabolite</u>	<u>Decision Level</u>	<u>GC/MS Confirmation</u>
Amphetamines	1000 ng/ml	500 ng/ml
Barbiturates	300 ng/ml	200 ng/ml
Cocaine metabolites	300 ng/ml	150 ng/ml
Marijuana metabolite	50 ng/ml	15 ng/ml
Opiates - Codeine	300 ng/ml	300 ng/ml
- Morphine	300 ng/ml	300 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml

- (2) Tests for alcohol levels shall be considered to verify impairment when the blood alcohol level is .04 percent or higher.

X. EMPLOYEE ASSISTANCE AND DISCIPLINE:

- A. An employee who tests positive for illegal, controlled substances, or alcohol, shall be subject to discipline up to and including discharge.
- B. Employees who as a condition of continued employment sign an agreement to participate in rehabilitation through the EAP, and fail to complete the prescribed program shall be subject to discipline up to and including discharge.
- C. The City shall have the option to conduct as many as four (4) random drug tests on an employee who has completed substance abuse treatment in order to guarantee that the Program has been completed successfully. No such random test may be given more than one (1) year following the date of the employee’s completion of the program. Any employee, who after completing substance abuse treatment, tests positive for drugs and/or alcohol at any time, shall be subject to discipline up to and including discharge

XI. GRIEVANCE PROCEDURE:

All actions and decisions made pursuant to the Drug and Alcohol Policy shall further be subject to a “just cause” standard, and to the parties’ grievance and arbitration procedure.

XII. EFFECTIVE DATE - NOTICE TO EMPLOYEES - OTHER LAWS:

- A. The policies set forth in this Policy Guide are effective immediately upon notice to employees. Each present employee will be furnished a copy of this policy and will sign a receipt for same. Employees hired in the future will be furnished a copy as part of their orientation program.
- B. These policies will be implemented in a manner that will comply with all applicable federal and state laws.

XIII. UNION HELD HARMLESS:

This drug testing program is solely initiated at the request of the City of Portage. The city shall be liable for legal obligations and costs arising out of the provisions of this agreement, except for the costs and attorney fees arising out of labor arbitration which are normally borne by the union and the costs and fees arising out of any duty of fair representation claims against the union. The Union and its members shall be held harmless for the violation of any laws, regulations, or worker rights arising from the creation, implementation, or administration of the drug testing program.

APPENDIX E

LETTER OF UNDERSTANDING

WHEREAS, the City of Portage and Local #1467 of the International Association of Firefighters have entered into a contract agreement covering the period of July 1987 through June 1990, and

WHEREAS, that agreement provides for establishment of an annual retiree health insurance fund, and

WHEREAS, Article XII, Section 1 (d) of that agreement calls for the City and the Association to establish uniform guidelines pertaining to the administration of the health insurance fund,

NOW, THEREFORE, IT IS AGREED by the parties duly authorized to execute this Letter of Understanding on behalf of the City and the Association that:

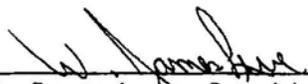
1. The City of Portage will continue to contribute \$25,000 annually to the retiree health insurance fund. Any interest earnings generated by this contribution and subsequent contributions shall be added to the fund.
2. Any policy provided by this fund is to be a supplemental policy to any other policy that may be in force. For example, a spouse's policy through their place of employment, medicare/medicaid, or other such examples.
3. Upon establishment of a plan meeting all State of Michigan and Federal regulations pertaining to such a fund, the City of Portage will roll over all retiree health fund assets maintained to the fund manager determined by the Association within a prompt and reasonable period following notification by the Association.
4. Following rollover of fund assets to the fund manager, determined by the Association, it is agreed that the City of Portage shall assume no additional responsibility or liability for management of these funds beyond the contractual agreement providing for the annual contribution.
5. It is agreed that the City of Portage is not guaranteeing individual benefits for health insurance coverage. The City of Portage obligation as to the provision of group retiree health insurance shall be exclusively limited to the amount of the contribution. The Association and the City agree that employees electing to terminate employment shall have the opportunity to maintain group health insurance in accordance with the terms and conditions of City of Portage group health insurance policy(ies) in place at the time of separation of employment.
6. An employee meeting all of the following conditions shall be deemed to be eligible to participate in premium reimbursement for group health insurance:
 - A. The employee must have reached his/her 50th birthday.
 - B. At the time of his/her retirement, the employee shall have been an active member of IAFF 1467 or have contributed the equivalent representation fee to the association.

- C. The employee must have been employed by the City of Portage as a full-time firefighter or officer for a minimum of 20 consecutive years of uninterrupted service.
7. The terminating employee shall be afforded the opportunity to continue a group health insurance policy providing for single employee or two-person coverage for the employee and his/her spouse. The employee may elect from the policies offered by the City of Portage at the time of open enrollment. Insurance shall be provided in accordance with the terms and conditions of the policy selected and shall be at the City of Portage group rates. An employee's spouse would only be continued or eligible for future benefits when he/she reaches age 50. If he/she remarries or is eligible under other plans, he/she would be ineligible under this plan.
 8. The IAFF Local 1467 Pension Committee shall serve as the sole authority for determining eligibility of employees. In the event of an eligibility dispute, the Association shall establish an appeal process within Association Bylaws that will ensure due process opportunity for appeal.
 9. To be eligible to participate in the retiree health insurance pool, an employee must apply for eligibility consideration. Eligibility determination shall be made within ninety (90) days of written notification to the committee. Disability application will be as noted below.
 10. Fund participation will be provided to active members who become totally disabled from an accident arising from or in the course of their employment with the City of Portage as a firefighter or from an accident that occurs during off duty hours, so long as that accident did not occur while gainfully employed elsewhere, provided the employee has completed fifteen (15) years of uninterrupted service with the City of Portage as a full time firefighter or officer. The disabled employee will be able to participate in the retiree health insurance fund in accordance with the following schedule:
 - A) Beginning with the 16th year of service, 20% of total program benefit
 - B) Beginning with the 17th year of service, 40% of total program benefit
 - C) Beginning with the 18th year of service, 60% of total program benefit
 - D) Beginning with the 19th year of service, 80% of total program benefit
 - E) Beginning with the 20th year of service, 100% of total program benefit
 11. Total disability shall be defined as a state of incapacity due to sickness or accidental bodily injury which requires the regular or personal attendance of a physician and which prevents the employee from engaging in any gainful occupation which the employee is reasonably qualified by training, education, or experience.
-

12. The Association, its officers, agents, members, and International Union hereby agree to indemnify and hold harmless the City of Portage, the Portage City Council, City Manager, Finance Director, Fire Chief, Personnel/Purchasing Director, and all other employees individually and collectively, from and against any and all claims, loss, damages, expense, and liability arising from any aspect of administration of the retiree health insurance fund under control of the Association.
13. Each employee who applies for participation in the retiree health insurance fund, shall execute an authorization form and release indicating agreement with, and understanding of terms and conditions outlined herein pertaining to the use of the Association's retiree health insurance fund.

This agreement is signed on behalf of the respective parties this 12th day of December, 1989.

Local 1467 of the International
Association of Firefighters
aka Portage Firefighters Association
AFL/CIO



W. James Leve, President

City of Portage



Michael L. Stampfer, City Manager

LETTER OF UNDERSTANDING

IT IS UNDERSTOOD between the parties hereto that a scheduling system consisting of a three (3) platoon schedule currently used by the City of Kalamazoo is more feasible to the operation of the Department at this time. Therefore, during the month of January, 1978, such a system will be placed into effect. In the event the City desires to change this three (3) platoon system, the change will be negotiated with the Union.

LETTER OF UNDERSTANDING

WHEREAS, it is the desire of the Association to have certain job titles renamed, and WHEREAS, it is the desire of the City and Association to reach a voluntary contract for the period of July 1, 1987 through June 30, 1990, and WHEREAS, the City is agreeable to approving these job name changes as part of the subject three year agreement.

NOW, THEREFORE, IT IS AGREED by the parties duly authorized to execute this Letter of Understanding on behalf of the City and Association that:

1. The job titles contained in the approved collective bargaining agreement shall be as follows:

<u>Prior to 7-1-87</u>		<u>After 6-30-87</u>	
Title:	Designation:	Title:	Designation:
Lieutenant	1 Bugle	Captain	2 Bugles
Captain- Training Officer	2 Bugles	Div. Chief- Training Officer	3 Bugles
Captain- Fire Marshall	2 Bugles	Div. Chief- Fire Marshall	3 Bugles
Captain- Operations	2 Bugles	Battalion Chief	3 Bugles
Assistant Chief	3 Bugles	Deputy Chief	4 Bugles

2. The changes represent title changes only and no promotions are intended or implied.
3. Job duties performed prior to 7-1-87 will remain essentially the same after 6-30-87 for the redesignated positions.
4. No promotional procedure will result from this action and new titles will be assigned to current employees holding the designated positions.
5. The purpose of the retitlements is to enhance possible outside training opportunities and to encourage the personal pride and professional development for City employees. It is not the intention of the parties to reflect job or compensation comparisons of other similarly situated Fire Departments.

FOR THE CITY OF PORTAGE

FOR LOCAL 1467 I. A. F. F.

/s/ Charles F. Mosselle

/s/ Richard A. Palmer

Date: 7-8-87

LETTER OF UNDERSTANDING

SUBJECT: LIGHT DUTY PROGRAM FOR WORK-RELATED INJURIES/ILLNESSES

1. The City of Portage will continue to consider temporary light duty work assignment for all employees who incur a work-related injury or illness and have been placed on restrictions by a treating physician. The city will continue to comply with the Family Medical Leave Act in this regard.
2. It is understood that light duty work is a temporary, transitional assignment and shall not be interpreted as permanent in nature. It is understood that employees who have disputed workers' compensation claims may be assigned to light duty work, however this does not in any way infer acceptance of the claim for workers' compensation benefits.
3. The city will continue to determine the work assignment and work schedule of all light duty assignments. Employees on light duty assignments report directly to the Fire Chief or his designee. The city maintains that light duty assignments may be changed or terminated at any time at the city's discretion.
4. The city and union hereby agree that when a 54-hour Firefighter is placed on a 40-hour light duty assignment, the employee's pay will be converted to the 40-hour hourly rate.
5. During the first four (4) months of the light duty assignment, the employee will receive benefits associated with a 54-hour Firefighter vs. a 40-hour Firefighter. Differences in these benefits include sick time accrual, vacation time accrual and holiday bonus. The employee will be scheduled to work all holidays that fall within the normal 40-hour week and therefore, the employee will be eligible for the holiday bonus as outlined in Article X of the labor agreement.
6. It is hereby understood that as a condition of #5 above, the Fire Chief, or his designee, will present in writing to the employee and the Battalion Chief, on the day preceding the holiday, a listing of all duties assigned to the employee to perform on the holiday. The employee will be responsible for asking any questions he/she may have about the assignment at that time. The employee will be under direction of the Battalion Chief on the day of the holiday. On the business day following the holiday, the employee will submit a written report to the Fire Chief outlining all work duties accomplished on the holiday. A copy of this report will be forwarded by the Fire Chief to the Director of Human Resources.
7. Upon completion of four (4) months of light duty work, the employee's benefits will be converted to those that apply to a 40-hour Firefighter. Differences in these benefits include sick time accrual, vacation time accrual and holiday

bonus. Employees will not be scheduled to work on holidays that fall during the normal 4-hour week and will therefore not be eligible for the holiday bonus. Holidays will be administered per Article X, Sections 1, 2 and 3 of the Labor Agreement. The employee will, however, be eligible for the holiday bonus on a prorated basis (9.167 hours of pay per month at the 54-hour rate) for the first four months of the light duty assignment.

8. This Letter of Agreement is effective November 22, 2000, and applies retroactively to any employee currently on a light duty assignment.

LETTER OF UNDERSTANDING

SUBJECT: TATTOOS

Tattoos will be considered acceptable as long as they are not considered offensive or inappropriate as determined by the Public Safety Director of his/her designee.

Offensive or inappropriate tattoos will be considered as any that display the following:

- Racism
- Sexism or sexually suggestive or explicit
- Obscenity or profanity
- Gang or drug related images
- Political in nature

Tattoos on the following body areas are prohibited from view while on duty and shall be covered at all times:

- Neck
- Head
- Face
- Ears
- Hands and fingers (with the exception of a tattooed wedding ring, band, symbol)

Tattoos will be covered on-duty for the following:

- Business inspections
- When at City Hall
- Official ceremonies
- Scheduled station tours
- Scheduled car seat inspection events

Tattoos can be displayed or uncovered for the following:

- Day-to-day station life
- Emergency responses
- Training
- Physical fitness
- When performing maintenance details

LETTER OF UNDERSTANDING

SUBJECT: RANK CHANGE FOR POSITION OF TRAINING OFFICER

The City of Portage and Portage Professional Firefighters, Local 1467 agree to the following;

1. Change the rank for the position of TRAINING OFFICER from 'Captain' to 'Administrative Division Chief' effective November 9, 2015 (start of new pay period).
2. The position of 'Administrative Division Chief – Training Officer' base salary will be reflected in Appendix A (revised on November 9, 2015). It will be classified as 'Division Chief' in Appendix A.
3. There will be no positional responsibility change associated with this title change. The responsibilities for the position of 'Training Officer' will remain outlined in the 'Job Description'.
4. The City of Portage agrees to change the language listed under ARTICLE XIV – PROMOTIONS, Section 1 (a) in the current CBA, requiring EMS instructor/coordinator as a minimum qualification. Instead, it will be a 'preferred' qualification. Although not required for the position, the employee will obtain his/her EMS instructor/coordinator within twenty-four (24) months of the start of the position. The City of Portage agrees to pay for this certification for the employee should they not have it.
5. The position of 'Administrative Division Chief – Training Officer' will report directly to the Assistant Chief / Fire Chief of the Fire Division where any conflicts as they impact 'Operations' will be handled at the lowest level and through the normal 'chain of command'.

This agreement including language changes will be moved from 'Letter of Understanding' into the living document with the next renewal of the 2015-2020 Collective Bargaining Agreement.

10/28/15 
16A

10/29/15 

LETTER OF UNDERSTANDING

SUBJECT: RANK CHANGE FOR POSITION OF FIRE MARSHAL

The City of Portage and Portage Professional Firefighters, Local 1467 agree to the following;

1. Change the rank for the position of FIRE MARSHAL from 'Captain' to 'Administrative Division Chief' effective November 9, 2015 (start of new pay period)
2. The position of 'Administrative Division Chief – Fire Marshal' base salary will be reflected in Appendix A (revised on November 9, 2015). It will be classified as 'Division Chief' in Appendix A.
3. There will be no positional responsibility change associated with this title change. The responsibilities for the position of 'Fire Marshal' will remain outlined in the 'Job Description'
4. The position of 'Administrative Division Chief – Fire Marshal' will report directly to the Assistant Chief / Fire Chief of the Fire Division where any conflicts as they impact 'Operations' will be handled at the lowest level and through the normal 'chain of command'.

This agreement including language changes will be moved from 'Letter of Understanding' into the living document with the next renewal of the 2015-2020 Collective Bargaining Agreement.

10/28/15 ~~KT~~
KT

RB 10/28/15

LETTER OF UNDERSTANDING

SUBJECT: MEDICAL PHYSICAL EXAMINATION

The City of Portage and Portage Professional Firefighters, Local 1467 agree to the following;

1. Change the language under ARTICLE VII – PHYSICAL FITNESS, section 3, subsection C, by eliminating item 10 (Skeletal X-Ray) and item 11 (MRI) completely.
2. The City of Portage will pay a one-time bonus of \$1,200 to all active members on November 12th, 2015.
3. The City of Portage will make a one-time deposit of \$6,000 into the Portage Professional Firefighters Retiree Health Fund (separate of the \$5,000 one-time contribution scheduled under the 2015-2020 Collective Bargaining Agreement) in year 4 of the current Collective Bargaining Agreement.

This agreement including language changes will be moved from 'Letter of Understanding' into the living document with the next renewal of the 2015-2020 Collective Bargaining Agreement.

 10/24/15

 10/28/15
RFB

LETTER OF UNDERSTANDING

SUBJECT: PROMOTIONS

The City of Portage and Portage Professional Firefighters, Local 1467 agree to the following;

1. Change the language under ARTICLE XIV – PROMOTIONS, section 1, beginning in the second paragraph to read;

To be eligible to apply for promotional vacancies, employees must be off his/her probationary period and possess the following:

Battalion Chief – 4 years continuous service as a Captain with the Portage Fire Department. If the employee does not possess 4 years of continuous service as a Captain with the Portage Fire Department, the employee must have the equivalent of 4 years of continuous service as a Fire Department Captain on a full-time basis or the equivalent of 8 years of continuous service as a Fire Department Captain as an On-Call / Part Paid Captain.

Employees hired on or after July 1, 2012 must possess the following additional qualifications:

- Associates Degree in Fire Science or related field (Bachelor’s Degree preferred)
- Fire Officer III certification

Captain – 4 years continuous service as a Firefighter with the Portage Fire Department. If the employee does not possess 4 years of continuous service as a Firefighter with the Portage Fire Department, the employee must have the equivalent of 4 years of continuous service as a Fire Department Firefighter on a full-time basis or the equivalent of 8 years of continuous service as a Fire Department Firefighter as an On-Call / Part Paid basis.

Employees hired on or after July 1, 2012 must possess the following additional qualifications:

- Associates Degree in Fire Science or related field
- Fire Officer III certification

Employees hired before July 1, 2012 are not required to have Fire Officer III certification at the time of promotion however must obtain it within twenty-four (24) months of the promotion date. An extension may be granted if the employee is unable to complete the requirement due to lack of training opportunities and/or other unforeseen circumstances.

... Continuing with paragraph “In the event there are no qualified internal candidates...”

 10/25/15


 10/25/15

2. Change the language under ARTICLE XIV – PROMOTIONS, section 1, subsection (a) to read the following;

“The Training Officer position is excluded from this section. However, qualified internal candidates will be given preference. Minimum qualifications include a thorough knowledge of MIOSHA regulations, certification by the Firefighter Training Council as a Certified Instructor, certification as a Fire Officer II and possess excellent communication/presentation skills”.

“Certification as an EMS instructor/coordinator is preferred however not required for appointment to this position however must obtain it within twenty-four (24) months of the start of the position. The City of Portage agrees to pay for this certification for the employee should they not have it.”

This agreement including language changes will be moved from ‘Letter of Understanding’ into the living document with the next renewal of the 2015-2020 Collective Bargaining Agreement.

 10/25/15


 10/20/15