

AGREEMENT
BETWEEN
CITY OF PORTAGE
AND
LOCAL NO. 1467
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
Portage Firefighters Association, AFL-CIO
Effective July 1, 2024, through June 30,
2027

Table of Contents

AGREEMENT BETWEEN.....	1
ARTICLE I – RECOGNITION	6
Section 1: Recognition:.....	6
Section 2: Membership	6
Section 3: Meeting Space.....	6
Section 4: Non-Discrimination:	6
Section 5: Union Provision:.....	7
Section 6: Gender Clause.....	7
Section 7: Union Dues Checkoff:	7
Section 8: Calendar Day Definition.....	7
ARTICLE II – MANAGEMENT RIGHTS	7
ARTICLE III – SENIORITY.....	8
Section 1: Definition	8
Section 2: Probationary Employees	8
Section 3: Initial Assignment.....	8
Section 4: Seniority List.....	8
Section 5: Termination.....	8
Section 6: Layoff.....	9
ARTICLE IV – WAGES	9
Section 1: Wages.....	9
Section 2: Acting Pay.....	9
Section 3: Direct Deposit.....	9
ARTICLE V – HOURS OF WORK.....	9
Section 1: Normal Hours of Work for Firefighters:.....	9
Section 2: Minimum Staffing.....	10
Section 3: Time Off	10
Section 4: Overtime Authority	11
Section 5: Overtime Authority	12
Section 6: Compensatory Time:.....	13
Section 7: Court Appearances:.....	13
Section 8: Shift Bidding/Shift Modifications:.....	13
Section 9: Light Duty Work Assignments	14
ARTICLE VI – HOLIDAYS	15
Section 1: Holidays Defined	15
Section 2: Holiday Pay.....	15

ARTICLE VII – VACATIONS	15
Section 1: Vacation	15
Section 2: Vacation Permissions and Selection	16
Section 3: Vacation Pay at Termination	16
Section 4: Maximum Accumulation	16
ARTICLE VIII – SICK LEAVE, SHORT-TERM DISABILITY AND LONG-TERM DISABILITY	16
Section 1: Long-Term Disability Insurance	16
Section 2: Short-Term Disability Insurance	17
Section 3: Sick Leave Credits	17
Section 4: Sick Bank Payoff	17
Section 5: Attendance Bonus	17
Section 6: Request for Sick Days	18
Section 7: Eligibility for Sick Days:	18
Section 8: Deduction from Sick Leave Credits	19
Section 9: Voluntary Work	20
Section 10: Sick Bank Payoff at Termination:	20
ARTICLE IX – LEAVES OF ABSENCE	20
Section 1: Military Leave	20
Section 2: Military Service	20
Section 3: Funeral Leave	20
Section 4: International Union Assignment	21
Section 5: International Union Functions	21
Section 6: Medical Leave of Absence	21
Section 7: Paid Parental Leave:	22
ARTICLE X – INSURANCE	22
Section 1: Health Insurance	22
Section 2: Retiree Health	22
Section 3: Dental Insurance	23
Section 4: Life Insurance	23
Section 5: Cafeteria Benefit Plan:	23
Section 6: HSA Employee One Time Contribution	24
ARTICLE XI – LONGEVITY PAY	24
Section 1: Longevity Entitlement	24
Section 2: Continuous Service:	24
Section 3: Date of Payment	24
Section 4: Prorated Longevity:	24
ARTICLE XII – PENSION/RETIREMENT	24

Section 1: Money Purchase Plan & Contribution Schedule.....	24
Section 2: Pro-Rating Contribution Schedule.....	24
ARTICLE XIII – PHYSICAL FITNESS.....	25
Section 1: Mutual Interest.....	25
Section 2: Off Duty Use of Physical Fitness Facilities	25
Section 3: Use of Tobacco Products	25
Section 4: Return to Work	25
Section 5:Annual Physicals and Wellness Program.....	25
ARTICLE XIV – PROMOTIONS.....	28
Section 1: Promotional Process.....	28
Section 2: Establishment of Shift Captain classification	29
Section 3: Establishment of Acting Lieutenant.....	29
Section 4: Battalion Chief Promotional Process	30
Section 5: Promotional Process for Captain	30
Section 6: Promotional Process for Lieutenant.....	31
ARTICLE XV – CONTINUING EDUCATION.....	32
Section 1: College Incentive	32
Section 2: Transcript Requirement	33
Section 3: Date of Payment.....	33
Section 4: Certification	33
Section 5: Tuition Reimbursement	33
ARTICLE XVI – GENERAL	34
Section 1:TRADE TIME.....	34
Section 2: Trade Time Rank Restrictions	34
Section 3: REVIEW of PERSONNEL FILE	35
Section 4: SAVINGS CLAUSE	35
Section 5: COLLECTIVE BARGAINING RECOGNITION	35
Section 6: LEGAL WORK RIGHT	35
Section 7: WORK UNIFORM INCLUDING PPE	36
Section 8: SECTION WORK ASSIGNMENTS.....	37
Section 9: TATTOOS	37
Section 10: FOOD ALLOWANCE.....	38
Section 11: MFR / EMT	38
Section 12: AUDIO RECORDING.....	38
Section 13: Residency.....	38
Section 14: Policy Implementation.....	38
Section 15: Phone Stipends.....	38

Section 16: Temporary Assignments	38
ARTICLE XVII – GRIEVANCE PROCEDURE.....	38
Section 1: Step Process:	38
Section 2: Time Limits.....	40
Section 3: Grievance on Behalf of the Union	40
Section 4: Membership of Union’s Grievance Representatives.....	40
Section 5: Loss of Pay (Union Representative):	40
ARTICLE XVIII – SUSPENSION AND DISMISSAL CASES.....	40
Section 1: Disciplinary Action.....	40
Section 2: Back Pay	40
Section 3: Discipline Administration:.....	41
Section 4: Terminating Employee Insurance:.....	41
ARTICLE XIX – 40-HOUR POSITION.....	41
Section 1: 40-Hour Assignment.....	41
Section 2: Work Hours.....	41
Section 3: Reporting Structure.....	41
Section 4: Wages.....	41
Section 5: Food Allowance	42
Section 6: Vacation Time off Approval.....	42
Section 7: Recognized Holidays	42
Section 8: Compensatory Time.....	42
Section 9: Sick Leave Accrual	43
Section 10: Vacation Time Accrual:.....	43
Section 11: Included Articles and Sections:.....	44
ARTICLE XX – DURATION	45
APPENDIX A.....	46
Bargaining Unit Wage Scale	46
APPENDIX B	49
Medical Authorization Report	49
APPENDIX C	50
APPENDIX D – DOCTOR’S NOTE	59

AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2024, 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: Recognition: 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 Division 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: Membership: The bargaining unit consists of all full-time employees holding the rank of Firefighter, Lieutenant, Captain, Battalion Chief and excludes all others not specifically mentioned as it exists now or is changed in accordance with this agreement.

Section 3: Meeting Space: The bargaining unit as identified in Article I, Section 2, shall be allowed to hold/attend its meetings at fire station 12-1 if a list of dates/times is provided in advance to the Director of Public Safety or designee. The bargaining unit must disclose and request permission for anyone to attend a meeting that is not listed within the bargaining unit as defined by Article I, Section 2.

Section 4: Non-Discrimination: 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 5: Union Provision: All members of the bargaining unit, may at their option, become or remain members of the Association.

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 steward shall have the right to post Union notices and bulletins during regularly scheduled working hours.
- E. 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 designee.

Section 6: Gender Clause: Whenever the male pronoun is used in this Agreement, it shall be deemed to include both male and female.

Section 7: Union Dues Checkoff: 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 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 8: Calendar Day Definition: 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: Management Rights: 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 Division and the employees are vested solely and exclusively in the Employer.

ARTICLE III – SENIORITY

Section 1: Definition: Seniority shall be defined as an employee's length of full-time continuous service with the division since his last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work to the Fire Division 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: Probationary Employees: All new full-time employees hired, assigned, or transferred to the Fire Division shall be probationary employees until they have actually worked twelve (12) consecutive months of employment with the division. 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: Initial Assignment: New employees assigned to firefighting duties shall complete the division's program for initial training prior to being counted as minimum staffing.

Section 4: Seniority List: 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. Employees who are hired on the same day shall have their name appear on the seniority list in alphabetical order by last name sequence. If two (2) or more employees have the same last name, the same procedure shall be followed with respect to their first names.

Section 5: Termination: 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 twenty-four (24) 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: Layoff: 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 IV – WAGES

Section 1: Wages: Wages are set forth in Appendix A attached hereto and by this reference made a part hereof.

Section 2: Acting Pay: Members holding the rank of Firefighter who are chosen to “act up” through the promotional process for Lieutenant shall receive a 1% bonus based upon “base wages”. Said bonus shall be paid annually on the first full payroll in February and will be based upon service as an “acting Lieutenant” in the previous year.

For the purpose of this CBA, “base wages” is defined as the salary stipulated within this CBA to be earned by the member at their respective classification and time in grade. No other benefits shall go into the calculation of the “base wages”.

The 1% bonus will be for service as an Acting Lieutenant for the duration of the year’s shift bid starting with the first new 28-day cycle in January. Should for any reason a firefighter selected to serve an Acting Lieutenant be removed or promoted, he/she will receive a pro-rated portion of the bonus for the period of time served in the current year as an “Acting Lieutenant”.

Section 3: Direct Deposit: 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.

ARTICLE V – HOURS OF WORK

Section 1: Normal Hours of Work for Firefighters: Employees assigned to firefighting duties are assigned to shifts under a three (3) platoon system consisting of three shifts (A, B and C shifts). The normal hours of work for firefighting employees shall be a twenty-four (24) hour shift commencing at 7:00am 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 III, Section 6, the number of personnel assigned to 54-hour schedules will not fall below 30.

- A. 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: Minimum Staffing

- A. Minimum daily staffing will be considered 7 bargaining unit employees. Anytime staffing drops below 7, overtime or compensatory time will be utilized to reach the daily minimum.
- B. There shall be a Battalion Chief or Shift Captain on at all times. These positions cannot be backfilled with a Captain, Lieutenant or Acting Lieutenant. Management reserves the right to utilize Administrative Battalion Chiefs during business hours to backfill the Operations Battalion Chief at its’ discretion. The remaining 2 officers can comprise of either Captains, Lieutenants or a Firefighter who has been appointed by the Director of Public Safety to serve as an Acting Lieutenant.

Section 3: Time Off

Outside of vacation pick conducted in December, time off allowances will be subject to the following restrictions:

- A. Members wishing to put in for vacation or comp time off shall have the time off granted only if there are less than 2 members off on the day being requested.
- B. If two personnel are off and a third member has put in to be off that day, the third member shall be told that they must wait until the day of the request at 6:00 a.m. to determine if any sick calls or division needs exist. If at 6:00 a.m., the Battalion Chief has not taken a sick call and the granting of time off would not reduce staffing below 8, the third member may be granted time off.
- C. Only the Assistant Chief, Deputy Director or Director can authorize staffing to drop below 8 personnel on any given day. Exigent circumstances shall be considered when making the decision to drop below 8 personnel on-duty.

EXAMPLE: Firefighter A is the only firefighter that put in for June 1st off during vacation pick. After vacation pick but before June 1st, Firefighter B, C, and D put in various requests for time off in that order for June 1st. Firefighter B represents the second guaranteed time off slot and should have his time off granted immediately. Firefighter C must wait until the day of (June 1st) to see if there are any sick calls before his time off can be granted. Firefighter D shall be instructed that his time off slip will remain

in the system however it will be denied if Firefighter C does not rescind his/her time off slip and that Firefighter D should seek alternative options on that day.

D. Additional Parameters for Time Off:

- a. The Battalion Chief and Shift Captain (Acting Battalion Chief) may not be off at the same time.
- b. The City reserves the right to block time off to ensure adequate staffing, for instances involving training, potential severe weather events and other exigent circumstances which may arise based upon the needs of the division. In those situations, only time off that has already been approved up to two slots (three if done at vacation pick), will be approved.

Section 4: Overtime Authority: The Public Safety Director or his 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. Overtime under this section shall be paid at the 54-hour rate (i.e. annual salary divided by 2808, time and 1/2 rate).

A. Mandatory Overtime

- a. Both the city and the union acknowledge and agree that the Public Safety Director and/or designee has the right to assign mandatory overtime.
- b. Both the city and the union have agreed to assign mandatory overtime with the following stipulations:
 - i. That the Fire Division employees assigned to the 54-hour classification shall not be made to work more than 72 hours consecutively.
 - ii. That a Fire Division employee who works 72-hours consecutively must be allowed 24-hours rest before returning to work. This includes overtime (volunteer or mandatory, trade time, etc.),
 - iii. Both parties agree to waive b.1 and b.2 whenever a State of Emergency is declared that affects the City of Portage. This includes local, state, and Federal emergency declarations.

B. Claim to PA 125

- a. The union agrees to waive any claim to PA 125 so long as the following stipulations are met:
 - i. Once an employee is assigned to work mandatory overtime, regardless of the number of hours, that employee cannot be assigned to work mandatory overtime for the next 90 days (90-day rule) unless all other personnel have been assigned to work mandatory overtime.

- ii. The city shall first assign mandatory hours overtime to personnel who are on their 1-day off in between workdays.
- iii. If all employees that would be on their 1-day off have been assigned mandatory overtime, the Public Safety Director or designee will then go to the shift that would be on their 4-days off and order the firefighter who is at the top of the mandatory list.
- iv. Both parties agree that every effort should be made to split the mandatory overtime shift between two employees when feasible.

C. Requirement to Maintain a Telephone

- a. All union members shall be required to maintain a working cell phone number to be kept on file with the Assistant Fire Chief.
- b. If an employee does not own a cell phone, they shall submit a memo to the Assistant Fire Chief indicating as such and provide a landline number where they can be reached.
- c. Changes to contact information shall be provided to the Assistant Fire Chief within 24 hours of making the change.

D. Mandatory Overtime Assignment Process

- a. In the event that mandatory overtime must be assigned, the Shift Commander shall call the appropriate members' cell phone/landline.
- b. If no answer, a voicemail shall be left for the employee notifying them of the mandatory assignment – the employee shall be required to return the phone call to the Shift Commander as soon as reasonably possible. If the assigned employee does not return the phone call within 30-minutes of the voicemail being left, the Battalion Chief shall ask the employee the reasoning for the delayed response. The Battalion Chief shall note the reason in Guardian Tracking for further review by the Assistant Fire Chief.
- c. Failure to return the voicemail could result in disciplinary action.

Section 5: Overtime Authority: 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, time and 1/2 rate).

An employee who responds to an Emergency Recall will be paid a minimum of three (3) 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 three (3) 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 (time and 1/2 the regular hourly rate) up until the start of his shift.

Section 6: Compensatory Time: Firefighters will have the option to use 'Compensatory Time' in place of overtime. Compensatory time will be converted at a rate of time and 1/2. Firefighters will have the choice to be compensated in overtime or compensatory time for extra shift assignments or for mandatory training. For approved elective training, firefighters will be compensated with compensatory time unless arranged otherwise by the Fire Division Administration.

- Bargaining Unit members may accrue up to 120 hours of compensatory time (i.e., hours of time worked) at any one time.
- Any compensatory time off accrued over the maximum of one hundred twenty hours will be automatically paid out in the next pay period at the straight time rate of pay.
- Total accrued balances of compensatory time off (not to exceed 120 hours) will be paid at straight time rate of pay in the following circumstances:
 - Termination or resignation.
 - Retirement.
 - To the beneficiary, designated by the employee on the beneficiary form furnished by the city, in the event of death.
 - Upon written request to the Director of Public Safety and paid on and as a part of the normal paycheck issued on the next regularly scheduled payroll.
- The use of compensatory time will be handled in the same manner as vacation whereas time can only be used if the number of firefighters off does not exceed daily requirements.
- Compensatory time for each employee will be tracked in ADP and/or the online scheduling program.

Section 7: Court Appearances: 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 his regularly scheduled shift 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 three (3) hours.

Section 8: Shift Bidding/Shift Modifications: The City shall conduct employee shift bidding every two years.

The following process will be followed:

- A. The last Wednesday of October, shift bids for 54-hour assignments will be conducted at 7:30am, at Fire Station 1. An employee can submit their request in person, over the phone or in advance by writing.
- B. Shift bids will be conducted in accordance to seniority by position, starting with Battalion Chiefs, then Shift Captains, Captains, Lieutenant, Acting Lieutenant, followed by Firefighters.

C. Employees will select both shift and station assignments.

D. Station Assignments:

1. One Shift Captain will be assigned to each shift and will be assigned to Station 1, unless the Director of Public Safety deems it necessary to assign the captain to another station.
2. Firefighters designated to serve as Acting Lieutenants will be required be equally distributed amongst the three shifts.
3. Specialty assignments may be linked to each station and employees shall bid knowing they may be required to assist with specialty assignments.

E. Shift assignments will start with the first new 28-day cycle in January of the following year.

F. The city agrees that no later than 14 days prior to shift bidding, the Director of Public Safety or designee will notify the union board of any shifts or stations that are being “blocked” out to facilitate the needs of the fire division.

G. The city will provide a list of the specialty assignments associated with each station, at the time of the shift bid, with the understanding that the specialty assignments assigned to a station, may change, be removed, or specialty assignments may be added at the discretion of management at any time, including between shift bids.

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 division needs. Also, with the same fourteen (14) day notice, the City may modify a firefighter’s schedule from 54 hours per week to 40 hours per week, in order to accommodate training of that firefighter if the City deems necessary. Work schedules will be assigned for no less than one (1) pay 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 opportunity to bid for the open shift and/or station, which shall be awarded to the most senior employee submitting a timely bid.

Section 9: Light Duty Work Assignments: The City of Portage will consider temporary light duty work assignments 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. While on light duty assignment, the employee will work a forty (40) hour work schedule, working a schedule agreed upon by the Assistant Fire Chief and the employee within normal business hours.

Non-occupational injuries/illnesses:

Restricted duty assignments, for non-occupational injuries/illnesses will be at the discretion of the Director of Public Safety and/or his designee.

ARTICLE VI – HOLIDAYS

Section 1: Holidays Defined: The approved holidays will be defined by the city and sent to the union on an annual basis.

Section 2: Holiday Pay: All employees assigned firefighting duties, in lieu of the above-listed holidays, shall receive an annual holiday bonus equal to one hundred and twenty-two (122) hours paid in two (2) sixty-one (61) 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 10.167 hours of pay for each full month worked after December 1 or June 1 as applicable.

ARTICLE VII – VACATIONS

Section 1: Vacation: 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 completion of seven (7) years of continuous service, the employee shall begin to be credited monthly with the fractional equivalent of vacation at the rate of two hundred, sixteen (216) hours per year.
- E. Upon completion of fourteen (14) years of continuous service, the employee shall

begin to be credited monthly with the fractional equivalent of vacation at the rate 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 vacation at the rate of two hundred sixty-four (264) hours per year.

Section 2: Vacation Permissions and Selection: Employees shall select their paid vacation and 54-hour days on the following basis:

- A. 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 am on each of the days. Employees shall choose vacation and 54-hour days on the basis of division seniority.
- C. During Vacation Pick, 54-hour days will be chosen first. Once all 54-hour days have been selected, vacation selection will commence.
- D. The following parameters will be followed in selecting 54-hour days and vacation days:
 1. The city agrees to grant up to 3 members off (54-hour Day and/or Vacation) at shift bid only. All other time off (comp or vacation) requested outside of a member's assigned vacation pick day shall be subject to the requirements of Article V, Section 3.
 2. Only 2 command officers can choose the same day off.
 3. A Battalion Chief or Shift Captain must be on at all times and cannot choose the same day off.

Section 3: Vacation Pay at Termination: An employee who quits, retires, dies, or is discharged will be paid out the amount of vacation accrued at the date of separation.

Section 4: Maximum Accumulation: Vacation time shall be accumulative to be a maximum of one and one half (1½) times an employee's annual accrual of said vacation leave. 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 VIII – SICK LEAVE, SHORT-TERM DISABILITY AND LONG-TERM DISABILITY

Section 1: Long-Term Disability Insurance: 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 sixty-seven percent (67%) of the employee's base 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 Sixty seven percent (67%) 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: Short-Term Disability Insurance: Employer shall provide, at its sole expense, a short-term disability benefit for all full-time employees covered hereunder with a third-party insurance carrier authorized to do business in the State of Michigan for non-occupational illnesses or injuries only. Such policy shall provide payment of sixty seven percent (67%) of the employee's salary (calculated at the time of disability}, with such payments commencing after a seven (7) day exclusion period after the approval of the disability by the carrier. It is further agreed that upon commencement of payments under the short-term disability policy, employees will be required to use paid time off to supplement their pay to their regular gross earnings. Taxes will be withheld from short-term disability payments pursuant to IRS guidelines. The implementation of the short-term disability benefit is not intended to exclude employees with non-work-related injuries or illnesses from taking on light-duty assignments when such opportunities are available.

Section 3: Sick Leave Credits: Upon completion of six (6) months of continuous employment, regular full-time shift employees will be credited with 72 hours of sick leave. Employees will accumulate paid sick leave credits on the basis of twelve (12) hours per month up to a maximum of six hundred (600) hours.

Section 4: Sick Bank Payoff: Sick bank limits will be reduced from 1400 hours to 600 hours. Current sick leave balances will be paid out directly to the employee down to the new cap of 600 hours at 75 percent of the association members' current hourly rate at the time of payout.

- (a) Payment of coverages will take place over two years
- (b) Payments will occur on the first pay period following the implementation of the Short-term disability and the first pay period in July of 2024.
- (c) If an employee leaves before the second payout of their sick hours over 600, provided they meet the eligibility requirements under the existing contract, they will receive 50% of their remaining sick leave balance at 100% of their current hourly rate, at the time of departure. If an employee dies in the line of duty prior to the second payout, the spouse or beneficiary will receive 75% of the employee's base salary of the accumulated hours between 600 and 900 hours.

Section 5: Attendance Bonus: Attendance bonus: Association members using 2 qualifying sick occurrences or less in a year will receive an attendance bonus equal to five (percent) of their current annual base salary as a retention incentive to the City's qualified Defined Contribution Plan, Money

Purchase Plan.

(a) Employees who leave prior to the annual attendance bonus that is awarded in the first July payroll of each year, provided they have two or fewer sick occurrences, will have the incentive bonus amount pro-rated from July 1 to their separation date. Their bonus will be 5% of their base salary, pro-rated on a monthly basis by the number of months from July 1 to separation. The attendance bonus will be contributed to the City's qualified Defined Contribution plan (401a).

(b) The attendance bonus payment will occur on the first payroll in July each year and be calculated from July 1st to June 30th each year thereafter.

(c) Qualifying Absence (sick) Occurrence:

An occurrence can be a period of time less than a full scheduled workday, a single day, or a period of consecutive days. An occurrence begins when an employee does not report for duty due to illness and ends when he/she returns to work. Doctor's/Dentist's appointments are not occurrences. FMLA events are not used in counting absences.

Example 1: Employee 1 calls in sick on Friday. Employee 1 is not scheduled to work Saturday or Sunday but is still ill on Monday and cannot work. Employee 1 returns to work on Tuesday. This is one qualifying sick occurrence.

Example 2: Employee 2 calls in sick on Monday and then returns to work on Tuesday. Employee 2 then calls in sick again on Friday. These are two qualifying sick occurrences.

Exemptions:

Doctors Appointments (including mental health services)

Dentist's Appointments

Funeral Leave

Military Leave

Family Member Illness (with a doctor's note)

Family Hospitalizations

FMLA

Jury Duty

Sick call with a doctor's note

Section 6: Request for Sick Days: In order to qualify for sick leave payments, the employee must report to the Public Safety Director or his 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 designee, the circumstances surrounding the absence made such reporting impossible, in which event such report must be made as soon thereafter as is possible.

Section 7: Eligibility for Sick Days: 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. 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 and/or the First Responders Presumed Coverage Fund, he shall be paid the net difference between what the employee receives in workers' compensation benefits (and/or presumed coverage 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 a 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 (and/or presumed coverage) 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 the 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. All employees may use up to 72 hours of paid sick time per calendar year in compliance with the Michigan Paid Medical Leave Act.

Sometimes, employees have what is considered an "alternative family situation" (example, close family friend who acts in a role of a traditional family member such as father, grandfather, etc.), the Director of Public Safety or his designee shall review the details of the situation and grant permission for leave under this section.

Section 8: Deduction from Sick Leave Credits: 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 9: Voluntary Work: 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 designee, may voluntarily work in such employee's place without compensation and without charging the Employer for the time.

Section 10: Sick Bank Payoff at Termination: When an employee 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 six hundred 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 10th anniversary of uninterrupted employment.
- D. 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 IX – LEAVES OF ABSENCE

Section 1: Military Leave: 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 purposes 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: Military Service: 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: Funeral Leave: 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, stepmother, stepfather, stepchildren, grandchildren, step-grandchildren, employee's grandparents, grandparents-in-law, child, brother, sister, brother-in-law and sister-in-law. Sometimes, employees have what is considered an "alternative family situation" (example, close family friend who acts in a role of a traditional family member such as father, grandfather, etc.), the Director of Public Safety or his designee shall review the details of the situation and grant permission for leave under this section.

Section 4:International Union Assignment: Employees who are elected or selected by the Union to accept a full-time assignment with the International Union which assignments 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:International Union Functions: 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: Medical Leave of Absence: 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 from the date of the original injury to return to full duty.

An employee on a medical related absence who wishes to extend his 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 to work) shall also be given a leave of absence without pay or benefits and without loss of seniority provided he promptly notifies the employer of the necessity therefore and provided further that he supplies the Employer with a certification from a qualified physician of the necessity therefore and provided further that he 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 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 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 health and life insurance and pension plan, he may do so at his own expense pursuant to the terms of said plan.

Section 7: Paid Parental Leave: Paternity/Maternity leave: The first 72 hours following the birth, placement or adoption of a child will be paid for by the city. After the first 72 hours of time, they can use accrued time-off. This will not change their eligibility for Family Medical Leave.

ARTICLE X – INSURANCE

Section 1: Health Insurance: The Employer agrees for the life of this agreement to provide health insurance levels provided by BCBS of Michigan CB PPO-1 Modified Option for coverage under the health insurance plan, the employer will pay a maximum amount up to the annual premium caps of issued each year by the Michigan Department of Treasury pursuant to PA 152. 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 identical or better benefits through another insurance carrier licensed to do business in the State of Michigan.

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

<input type="checkbox"/>	July 1, 2024	\$217,000
<input type="checkbox"/>	July 1, 2025	\$217,000
<input type="checkbox"/>	July 1, 2026	\$224,000

- A. Employees who retire from the city and continue insurance coverage through the city will have the option of continuing single, two-person (employee and spouse) or family coverage, subject to the conditions of the group insurance plan.

- B. The Pension and Retiree Health Insurance Fund Trustees shall be the sole source for developing rules for the management, operation, and administration of the Portage Firefighters Retiree Health Insurance Plan and Fund. Any changes in the Plan shall be approved by the members of the Union.
- C. The City shall assume no additional responsibility or liability for management of these funds beyond the contractual agreement providing for annual contributions.
- D. The Pension and Retiree Health Insurance Committee/Trustees shall have the exclusive right to establish bargaining unit members' eligibility for benefits and levels of benefits available under the plan. The Union will notify city administration if the member qualifies for benefits upon the employee's resignation, termination, retirement, or death.
- E. The Union, 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, Director of Public Safety, Deputy Director of Public Safety,, Assistant Chief – Fire Operations, and any and all claims, loss, damages, expense, and liability arising from any operation or administration of the Retiree Health Insurance Plan and Fund under control of the Pension and Retiree Health Insurance Committee and the Union.

Section 3: Dental Insurance: 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: Life Insurance: 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 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.)

Section 5: Cafeteria Benefit Plan: 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.

Section 6: HSA Employee One Time Contribution: The city agrees to contribute \$1,000 into employee's Health Savings Account when they are switching from a traditional plan to a high-deductible plan. This will be for the first year, first time they switch only.

ARTICLE XI – LONGEVITY PAY

Section 1: Longevity Entitlement: All regular full-time Firefighters who, have completed five (5) years of continuous service with the City of Portage since their last hiring date shall receive one hundred twenty (\$120) dollars for each year of service.

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

Section 3: Date of Payment: Longevity pay will be included in the employee's normal payroll check; to be paid on the payday for the pay period the anniversary date falls in. 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: Prorated Longevity: In the event of death or separation from the City, the employee or his beneficiary shall receive a prorate 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 XII – PENSION/RETIREMENT

Section 1: Money Purchase Plan & Contribution Schedule: Effective July 1, 2020, for all members of the bargaining unit who were hired prior to July 1, 2012, the Employer will contribute eighteen (18%) percent of the employee's base salary as specified in Appendix A, to the Money Purchase Plan

Members of the bargaining unit who were hired after July 1, 2012, the Employer contribution to the Money Purchase Plan shall be fourteen (14%) percent.

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 2: Pro-Rating Contribution Schedule: Partial monthly 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 XIII – PHYSICAL FITNESS

Section 1: Mutual Interest: 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. “Physically fit” shall include the employee’s weight being reasonable. 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, the Employer may issue a disciplinary warning to the employee. If the employee continues to fail or refuse to comply with a prescribed regimen, he may be progressively disciplined by the Employer at reasonable intervals.

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

Section 2: Off Duty Use of Physical Fitness Facilities: Firefighters will be allowed to use the physical fitness equipment off duty as long as there is a liability release form signed on file with Administration / Human Resources.

Section 3: Use of Tobacco Products: Employees 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 4: Return to Work: 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 regular work assignment. The employee will not be permitted to return to his regular work assignment until the city has been provided with the requested medical documentation so that the employee is able to return to his regular work assignment. The Return-to-Work form is Appendix B of this agreement.

A. The City will continue to conduct physicals under the existing agreement with BioCare for the remaining two years of that contract. Should NFPA 1582 be implemented before this time, the city will comply with the new requirements once they become effective.

The city supports NFPA 1582 and the physical well-being of all employees, but specific to this matter firefighters.

Section 5:Annual Physicals and Wellness Program: The duties of a firefighter are physically demanding. Research has established that annual physicals and wellness programs substantially decrease the possibility of a 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 bargaining unit will participate in the divisions’ occupational wellness program, consisting of an annual medical physical examination and a personal fitness program as outlined below:

A. Annual Physicals

1. The city and the Association agree that it is in the best interest of all members to closely follow the guidance provided by NFPA 1582 as it relates to annual physical requirements.
2. The city agrees to identify a Fire Division Physician of their choosing and provide them with the NFPA 1582 List of Essential Job Tasks. The results of the annual physical exam will be used by the Fire Division Physician to decide that members are fit to perform the functions of firefighter. The Fire Division Physician, shall in their evaluation provide the following documents to the City of Portage:
 - a. Report of Annual Respiratory Clearance
 - b. Physician's Annual Statement of Work Status
3. The Fire Division Physician will be responsible for determining the medical qualification status of the member in accordance with the following:
 - a. *No Restriction*: There are no essential job tasks that the individual cannot safely and effectively perform.
 - b. *Temporary Restriction*: There are specific essential job tasks that the individual cannot safely and effectively perform due to a medical condition that the fire division physician considers to be temporary, the member to return for re-evaluation after treatment of the members medical condition that prevent them from performing the essential job tasks.
 - c. *Permanent Restriction*: There are specific essential job tasks that the individual cannot safely and effectively perform due to a permanent or long-term medical condition.

Removal of an individual from permanent or temporary restriction status shall be approved by the fire division physician. The fire division physician will not make recommendations regarding the individual's employment in the Fire Division.

4. The City of Portage will not have access to the medical information contained within each members annual physical without specific written consent of the employee, however if the condition should trigger a workers compensation claim, approved or unapproved, the City shall be afforded the employees information as allowed under the workers compensation statute.
5. The City of Portage agrees to pay for all costs associated with the annual physical examination, however, follow-up testing and treatment for any conditions found as a result of this examination will be the responsibility of the employee unless covered under the workers compensation statute.

B. Tests covered under the annual physicals: The City and the Association agree that the following items will be covered as part of the annual physicals:

1. Annual Tests to be Performed:

- Physical Examination to include but not limited to: Vital Signs, head, eyes, ears, nose, throat, neck, cardiovascular, pulmonary, breast, gastrointestinal, hernia, lymph nodes, neurological, musculoskeletal, skin, and vision.
- Blood Tests to include:
 - CBC w/ differential, RBC indices and morphology, and platelet count.

- Electrolytes (Na, K, HCO3, CO2)
- Renal Function (BUN, Creatinine)
- Glucose
- Liver Function Tests (ALT, AST, bilirubin, alkaline phosphatase)
- Total Cholesterol, HDL, LDL, Lipid ratios, and triglycerides
- Thyroid (TSH) test

NOTE: conducted annually if member is 40 and older, otherwise every three years

- Urinalysis
- Audiology – assessed at the following frequencies: 500, 1000, 2000, 3000, 4000, 6000, and 8000 Hz.
- TB Screening – Can be skin or blood.
- Pulmonary Function Testing (PFT) or Spirometry.
- Cardiac Stress Testing
- ECG/EKG 12 lead – Will be conducted annually only for members 40 years of age and older or if clinically indicated and requested by the Fire Division Physician or designee.

2. Other Tests – Required Timelines

- Chest X-Rays – Baseline shall be established upon hire, then completed only when medically indicated as determined by the fire division physician.
- Colon Cancer Screening – Recommended annually starting at age 40. Required annually at age 45 or earlier if clinically indicated and requested by the Fire Division Physician.
- Prostate Cancer – PSA blood testing will begin at age 50 and will take place annually thereafter.
- Ultrasound Testing* as follows:
 - Echocardiogram (heart ultrasound) – done at age 40/repeated every 10 years.
 - Aorta and Aortic Ultrasounds – 1x only age 50
 - Abdominal Ultrasounds – Every 5 years beginning at Age 40

*NOTE: Ultrasound testing is not required under NFPA 1582. The above testing is offered by the City of Portage as a benefit to the employee.

3. HazMat Screening – Baselines for heavy metals will be drawn at first physical after being accepted onto the Kalamazoo County HazMat Team. Follow-up testing shall be conducted every 5 years thereafter.

B. 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.

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.

C. All members of the Portage Fire Division bargaining unit 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.

ARTICLE XIV – PROMOTIONS

Section 1: Promotional Process: The City and Local agree to the following:

- The current command structure of 3 Battalion Chiefs and 9 Captains will be altered to the following: Battalion Chiefs (3), Shift Captain (3), Captain/Lieutenant (6).
- Once the CBA is ratified by both parties, the City will run a promotional process for all then current Captains who are interested in being promoted to the rank of Shift Captain. That process will follow the captain's promotional process listed in Article XIV of this CBA.
- Those Captains that elect to NOT participate in the promotional process for Shift Captain shall have until July 31st, or 30 days after City Council approval of this agreement (whichever is earliest) to make the following decision:
 - Option 1 - Choose to remain at the captain's rank and receive a pay rate of 7% above Firefighter (Step F) of the newly negotiated pay scale, or
 - Option 2 - Elect to assume the rank and pay scale of Lieutenant (6% above Step F of the Firefighter pay scale) voluntarily and receive a one-time lump-sum bonus of \$5,000.
- Shift Captain: Any existing Captain who chooses to compete for the rank of Shift Captain and is not promoted to that rank will be allowed to choose between Option 1 and Option 2 above, so long as they choose that option within 30 days of the Shift Captain promotions taking effect.
- The city agrees to develop a job description for the new Lieutenants classification that is subordinate to Captains, Shift Captains, and the Battalion Chiefs. The current Captain Job Description will be edited to reflect the difference between Captain and Shift Captains.
- Both parties agree that any future Captain vacancies shall be replaced by the rank of Lieutenant. Once this fully occurs, Shift Captains will be renamed to "Captain" and the 7% pay scale for Captains will be eliminated so that the new pay scale is the following:
 - Lieutenants: 6% above top firefighter base wage

- Captains: 9% above top firefighter base wage

Section 2: Establishment of Shift Captain classification (Acting Battalion Chief)

- A. After the ratification of this agreement, the city will conduct a promotional process as outlined in Article XIV, Section 5, to identify which Captains will be promoted to the rank of Shift Captain to serve as Acting Battalion Chief in the absence of the Battalion Chief.
- B. All former Captains under the old CBA are eligible to compete in the promotional process for the three “new” Shift Captain positions.
- C. If less than three (3) members eligible to promote apply to test for promotion or if less than three members pass the promotional process for Battalion Chief the Director may choose to do either of the following:
 - 1. The Director may appoint any of the current eligible members to serve as Shift Captain for a period of not less than 1 year, or....
 - 2. Elect to open up the process to external candidates.
- D. Once selected, only those Captains which passed the promotional process and were selected to become Shift Captains will be considered qualified to compete for future Battalion Chief positions.
- E. Once the three Captains positions have been established upon ratification of this agreement, the captain promotional process will only be conducted when there is an anticipated opening within the Shift Captain rank classification as determined by the Director of Public Safety.

Section 3: Establishment of Acting Lieutenant (Firefighter Classification)

- A. Beginning in July of each year, the City will conduct a promotional process as outlined in this Article to identify which firefighters will be assigned Acting Lieutenant roles and eligible for the 1% bonus.
- B. The City agrees to pay up to nine (9) firefighters a 1% bonus if all participate in and pass the promotional process.
 - 1. If presented with more than nine members who passed, the Director at his discretion will choose nine members who will serve in the role of Acting Lieutenant and will receive the 1% bonus.
 - 2. For the purposes of establishing firefighters who are qualified to “act up” as lieutenants, if less than 6 personnel pass the promotional process, the Director at his discretion can appoint firefighters to serve in the role of Acting Lieutenant for the upcoming year. Those individuals who are appointed by the Director will be eligible for the 1% bonus pay.
 - 3. The Director will choose a minimum of 3 and maximum of 9 members who qualify to act as Acting Lieutenants from those that have passed the below promotional process. Those members chosen will receive a 1% bonus on their base salary to serve in an Acting Lieutenants role when necessary. The union acknowledges that those individuals can be evenly dispersed amongst all three shifts in order to fulfill the division’s needs.

4. Only those firefighters who participate in the promotional process each year will be eligible for promotion should a vacancy occur in the Lieutenants classification through June 30th of the following year or until such a time that a new promotional process is initiated, whichever is later.

Section 4: Battalion Chief Promotional Process

- A. When it is determined that there will be a projected opening for the position of Battalion Chief, a communication will be sent out to notify all Shift Captains of the opportunity. Employees who meet the criteria must submit a letter of interest to be considered for the position.
- B. In order to qualify for promotion to the rank of Battalion Chief, a member must possess the following:
 1. Be a Captain within the division that has been designated as eligible to be an Acting Battalion Chief for at least 6 months.
 2. Must possess Fire Officer III
 3. Must have an Associate's Degree/ Preferred Bachelor's Degree
 4. Must possess ICS 100, 200, 700, 800 and 300, Preferred ICS 400
- C. The Promotional Process for Battalion Chief shall consist of the following:
 1. Interview conducted by the Director of Public Safety, the Deputy Director of Public Safety, the Assistant Fire Chief and a Human Resource representative.
 2. Upon completion of the final interviews, with input from the other panel members, the Director of Public Safety will identify which of the Shift Captain's passed their interview and will select a Shift Captain to be promoted to the rank of Battalion Chief.
 3. If the Director has determined that none of the captains passed their respective interview, the Director has the discretion to seek external candidates to fill the vacancy of Battalion Chief. If the Director seeks external candidates, they must meet the criteria set forth in Section 4B, 2 thru 4.

Section 5: Promotional Process for Captain: The Promotional Process for Captain shall consist of the following:

- A. When it is determined that there will be a projected opening for the position of Shift Captain, a communication will be sent out to notify all employees of the opportunity. Employees who meet the criteria below must submit a letter of interest to be considered for the position.
- B. In order to compete for promotion to the rank of Captain, a member must possess the following:
 1. Be Captain for a period of 6 months or a Lieutenant within Portage FD for a period of not less than 12 months.
 2. Must possess Fire Officer II
 3. Associates Degree is Preferred

4. Must possess ICS 100, 200, 700, 800, and ICS 300 is preferred

C. In-basket exercise. The member must obtain a passing score of 75% on the in-basket exercise to move on to the next phase in the process, which is the first interview panel.

D. If at any point during the process there exists less than 3 internal candidates, the Director may choose any of the following options:

1. Proceed with the process with less than three internal candidates.
2. Open the position up to external candidates If the Director seeks external candidates, they must meet the criteria set forth in Section 5B, 2 thru 4.

E. The first interview will consist of a panel comprised of the following individuals:

1. Three (3) Battalion Chiefs
2. Assistant Fire Chief
3. An outside representative holding the rank equal to or greater than Captain within the fire discipline as chosen by the Director of Public Safety in consultation with the Union.
4. Human Resources (monitor only)

Members must pass the first interview in order to move on in the process. Passing of this phase consists of 3 of 5 of the panel members voting to move the member forward to the next stage in the process.

F. The Final Interview Panel will consist of the Director of Public Safety, the Deputy Director of Public Safety, and a member of Human Resources. At the conclusion of the interview, the Director, based upon input from the Deputy Director and Human Resources will establish a list of qualified applicants to be promoted to the rank of Shift Captain (Captain upon full implementation of Lieutenant's rank). The Director may choose from any qualified member on the list to fill a vacancy within the Shift Captain (Captain upon full implementation of Lieutenant's rank) classification.

Section 6: Promotional Process for Lieutenant: Promotional Process for Lieutenant shall consist of the following:

A. No later than July 15th each year, the Director of Public Safety in coordination with the Human Resource Director shall initiate a Lieutenants Promotional Process. Employees who meet the criteria below must submit a letter of interest to be considered for the position.

B. In order to compete for promotion to the rank of Lieutenant, a member must possess the following:

1. Be a Firefighter within Portage FD off probation.
2. Must possess Fire Officer I
3. Associates Degree Preferred
4. Must possess ICS 100, 200, 700, 800.

C. All applicants wishing to be considered for promotion to the rank of Lieutenant will be required to take a written test designed to test the member's understanding of policy and procedure. A member will only need to take the test if they have not previously passed the written test with a score of 80% or greater. All applicants that have received a passing score will move on to the first round of interviews as prescribed below. The test shall be produced by a third party chosen by the Human Resource Department in consultation with the Director of Public Safety.

D. The first interview will consist of a panel comprised of the following individuals:

1. Three (3) Battalion Chiefs
2. Assistant Fire Chief
3. An outside representative holding the rank equal to or greater than Lieutenant within the fire discipline as chosen by the Director of Public Safety in consultation with the Union.
4. Human Resources (monitor only)

Members must pass the first interview in order to move on in the process. Passing consists of 3 of 5 of the panel members voting to move the member to the next stage in the process.

E. The Final Interview Panel will consist of the Director of Public Safety, the Deputy Director of Public Safety, and a member of Human Resources. At the conclusion of the interview, the Director, based upon input from the Deputy Director and Human Resources Director will establish a list of qualified applicants to be promoted to the rank of Lieutenant. The Director may choose from any qualified member on the list to fill a vacancy within the Lieutenant's classification.

F. If at any point during the promotional process there exists less than 3 internal candidates, the Director may choose any of the following options:

1. Proceed with the process with less than three internal candidates.

Open the position up to external candidates so long as they possess Fire Officer I and ICS 100,200,700 and 800.

ARTICLE XV – CONTINUING EDUCATION

Section 1: College Incentive:

- A. Employees who possess an Associate's Degree which is determined to be job related by the Director of Public Safety or his 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 Bachelor's Degree which is determined to be job related by the Director of Public Safety or his 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 Master's Degree may be applied to this bonus.
- D. Requests for payment shall be made annually in writing prior to January 31.

Section 2: Transcript Requirement: Employees seeking the college incentive bonus under this Article shall provide a certified transcript or certificate of degree awarded prior to January 31st each year, unless no

change has occurred 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: Date of Payment: 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: Certification: For the 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: Tuition Reimbursement: 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 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. The employee must have successfully completed probation in order to partake in the tuition assistance, applying only to new hires following the ratification of the contract.
- (b) The Director of Public Safety or his 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) 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 designee will 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 XVI – GENERAL

Section 1:TRADE TIME

The Employer and the Union agree that employees may have the privilege of trading work days with the other employees with 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 scheduled and approved in the online scheduling system software.
- Short term trades will only be allowed between those who are qualified to serve in ‘acting’ roles.
- Trade time will be reviewed and approved by a Battalion Chief (or acting Battalion Chief) after he reviews to make sure minimum staffing requirements are on duty, the trade time does not create overtime, and the trade time does not negatively affect the individual’s performance in his job function.
- Non-medical trade of time will not exceed five (5) consecutive duty days unless approved by the Director of Public Safety.
- When individuals are engaged in trade time, it is the responsibility of the employee being paid to work the trade in the event their counterpart is unable to actually work the trade. (If you are working for me on a trade and you call in sick, it is my responsibility to cover or work my shift). Failure to comply with the trade policy shall result in disciplinary action to include a suspension of trade time privileges.

Section 2: Trade Time Rank Restrictions

Trade Time will be limited to the extent that members may only trade time with another member who is qualified to do the job of the person they are working for. Therefore:

- Battalion Chief’s - may only trade time with other Battalion Chiefs and Shift Captains
- Shift Captains may only trade time with other Shift Captains and with Captains in situations where the Battalion Chief is on duty, and it does not violate the requirement for either the Battalion Chief or Shift Captain to be on-duty.
- Captains: May trade time with other Captains or with Shift Captains so long as the Battalion Chief is scheduled to work.
- Lieutenants: May trade time with other Lieutenants or Firefighters chosen to be Acting Lieutenants.
- Firefighters: May only trade time with other Firefighters.

The parties agree that the above rules for trade time can be deviated from between the hours of 0500 and 0900, provided that the minimum command requirements have been met for shift staffing as stipulated by Article V, Section 2 of this agreement.

NOTE: In exigent circumstances, the Assistant Fire Chief may authorize trade time outside of the above parameters but only in circumstances where all other efforts have been exhausted in the employees attempt to get time off.

Section 3: REVIEW of PERSONNEL FILE

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 4: SAVINGS CLAUSE

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: COLLECTIVE BARGAINING RECOGNITION

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. However, nothing in this Section or anything in this Agreement shall serve as a waiver of the Union's right to bargain concerning mandatory subjects of bargaining unless such waiver is explicit and unequivocal.

Section 6: LEGAL WORK RIGHT

It is specifically agreed that the Employer will not require any member of the Fire Division 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 7: WORK UNIFORM INCLUDING PPE

A. The initial dress uniform: City will purchase the following items – uniform:

- New Hires:
 - One (1) Set of Turnout Gear – includes: Coat, Pants, Helmet, Boots, Gloves
 - One (1) S/S Class B Shirt (AKA Badge Shirt)
 - One (1) L/S Class B Shirt (AKA Badge Shirt)
 - One (1) Dress Uniform – includes: Suit Jacket, Shirt, Trousers, and Cap
 - Three (3) Polo Shirts
 - Three (3) Tac-lite/EMS Style pants – 5.11
 - One (1) Belt
 - Three (3) T-shirts
 - One (1) Pullover (AKA Job Shirt) – 5.11
 - One (1) Winter Jacket
 - One (1) Set of Sheets, Pillowcase, and Towel
 - One (1) Winter Cap
 - One (1) Ball Cap
 - One (1) pair of Boots
 - One (1) Hood
- Annually, in July, the city will exchange – (old for new) – any issued items of uniform that have been determined to need replacing.
- In the event a member's uniform is damaged during work, that item will be replaced as soon as practical at no cost to the member.

B. Daily Work Uniform consists of:

- T-shirt or Polo shirt
- Tac-lite/EMS style pants
- Pullover (AKA Job Shirt)
- Pair of approved boots
- Belt
- Members shall be permitted to purchase and wear crew sweatshirts as part of their daily work uniform in accordance with policy. (After 5pm Monday through Saturday and all-day Sunday.)
- A Badge or Polo Style Shirt may be required to be worn when attending special functions, ceremonies, or events as deemed by the Director or his designee. It is acknowledged that badge shirts are not intended to be utilized as an everyday work shirt.

The Employer will continue its practice of stocking three (3) extra sets of turnout gear as defined in

Article XVI, Section 6 (b).

No full PPE training will take place when the temperature is 90 degrees Fahrenheit or higher.

Section 8: SECTION WORK ASSIGNMENTS

Employees who are responsible or regularly perform ‘Section Work’ will receive annual compensation for performing this extra function. Section Work titles and compensation rates included are as follows.

- A. SCBA Technicians - \$400
- B. Car Seat Technicians - \$400 (unless Employer decides all employees will become Car Seat Technicians)
- C. TRT Team - \$400 (on 5th District TRT Team)
- D. Hazmat Team - \$400 (on Kalamazoo County Hazmat Team)
- E. Fire Investigators - \$400 (on Kalamazoo County Fire Investigation Team)
- F. Fire Inspectors - \$400
- G. Apparatus Section Head - \$400

Employees are to be compensated for each section’s work they are performing.

If an employee is being paid for section work, they must give the Director, Deputy Director, and/or Assistant Chief six months’ notice to stop section work.

The Bonus will be payable the 1st regular payroll in July for the previous 12-month period, pro- rated on a monthly basis (full or partial) if applicable.

Section 9: TATTOOS

Tattoos will be considered acceptable as long as they are not considered offensive. Tattoos may not be on the head or face. Offensive or inappropriate tattoos will be considered as any that display the following:

- A. Racism
- B. Sexism or sexually suggestive or explicit
- C. Obscenity or profanity
- D. Gang or drug related images.
- E. Political in nature

Any offensive or inappropriate tattoos must be covered at all times when on duty.

Section 10: FOOD ALLOWANCE

Each employee assigned to a 54-hour shift will receive an annual food allowance of one thousand one hundred (\$1100) 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 11: MFR / EMT

An MFR license is required to be eligible for hire. An EMT-B license is preferred. Employees may use tuition reimbursement to obtain the EMT-B license. 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

Section 12: AUDIO RECORDING

The Union and the Fire Division Administration mutually agree not to record the other without disclosing their intention to do so in advance. This agreement does not apply in the situation of an Internal Investigation or Criminal Investigation. This agreement also does not apply to the use of legally authorized police equipment (body cameras, squad dash cameras with accompanying wireless microphones, etc.)

Section 13: Residency

Members hired after July 1, 2024, shall be permitted to live anywhere outside of the City of Portage so long as said member(s) resides in Kalamazoo County or within any of the counties that directly border Kalamazoo County.

Section 14: Policy Implementation

Prior to the implementation of any change to SOGS, or rules of regulations, the City agrees to allow for the Battalion Chiefs to review with their shifts and provide feedback within 5 calendar days.

Section 15: Phone Stipends

Employees serving in the Battalion Chief positions of Training Officer and Deputy Fire Marshal will be eligible to receive a forty dollars (\$40) per month.

Section 16: Temporary Assignments

Temporary 40-hour assignments less than 30 days will not affect fringe benefits.

ARTICLE XVII – GRIEVANCE PROCEDURE

Section 1: Step Process: 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 to the Assistant Fire Chief in charge of operations within seven (7) calendar days after he has knowledge or when he becomes aware of the event upon which the complaint is based. Oral submission by the Union is acceptable and will be followed up in writing. The Assistant Fire Chief shall give the employee a verbal answer within five (5) calendar days after the complaint has been submitted to him. This will also be followed up in writing.

SECOND STEP: An employee's grievance shall be submitted 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 an authorized Union representative 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 Union 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 Union's grievance representative shall notify the City Manager in writing within five (5) calendar days after receipt of the Second Step answer of the desire to appeal. If such a request is made, the City Manager and/or someone designated by him shall meet with the Union's representative within seven (7) calendar days after receipt by the Employer of the notice of desire to appeal the discuss the grievance. The grievant may also attend this meeting. A written Third Step answer shall be given to the Union representative within fifteen (15) calendar days after such a 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 Federal Mediation and Conciliation Service (FMCS) or the Michigan Employment Relations Commission (MERC) in accordance with the rules of the selected agency. Submission must be 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 the 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 FMCS or MERC 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 the witnesses and representatives of the Union shall be borne by the Union.

Section 2: Time Limits: 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 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: Grievance on Behalf of the Union: 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: Membership of Union's Grievance Representatives: The Employer shall be promptly informed in writing as to the membership of the Union's grievance representatives and any changes therein.

Section 5: Loss of Pay (Union Representative): 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 or for time spent investigating grievances, so long as advance permission is requested as in the Section on 'Union Meetings'. The Union 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 XVIII – SUSPENSION AND DISMISSAL CASES

Section 1: Disciplinary Action: In the event an employee under the jurisdiction of the Union shall receive a written/verbal warning, be suspended from work for disciplinary reasons, or is discharged from his employment 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, outlined in Article XVII of this Agreement.

- 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. 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: Back Pay: In the event it should be decided under the grievance procedure that the

employee has unjustly received a written reprimand or is suspended or discharged, the Employer shall reinstate the employee and pay full compensation for any missed time as a result of the suspension or discharge. It shall be at the employee's regular rate of pay at the time of the suspension or discharge, 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: Discipline Administration: If an investigation into an incident(s) which may result in discipline to a member of the bargaining unit is initiated, the member(s) subject of the investigation must be notified in writing that they are being investigated, at the beginning of the investigation. This notice must be delivered by a Battalion Chief or higher. The investigation must commence within five (5) calendar days of the incident, or within five (5) days of the Employer becoming aware of the incident and conclude within thirty (30) calendar days whenever possible. If a conclusion within 30 days is not possible, the Employer shall notify the Union of the reason for the extension of the investigation period, and how long the investigation is expected to continue. In all instances, the Employer shall keep the Union advised as to the status of the investigation.

Upon conclusion of an investigation involving possible discipline, the employee shall be notified of discipline to be administered, if any, within forty-eight (48) hours of the conclusion of said investigation. If said discipline involves a disciplinary suspension, said suspension shall begin within five (5) calendar days immediately following the notification of discipline. If the suspension exceeds one scheduled working day, the days shall be served concurrently.

Section 4: Terminating Employee Insurance: Any 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 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.

ARTICLE XIX – 40-HOUR POSITION

Section 1: 40-Hour Assignment: In the event that a 40-hour employee is hired, he will work assigned at the discretion of the Director and/or his designee but will be certified as a firefighter, able to respond to emergency calls as needed.

Section 2: Work Hours: 40-Hour employees will work a forty (40) hour work schedule, working either a five (5) 8-hour shifts or a four (4) 10-hour shifts.

Section 3: Reporting Structure: The 40-Hour employee will report to the Assistant Chief or his designee or to the on-duty Incident Commander (for emergency responses).

Section 4: Wages: Wages for the position of 40-Hour employee will be in accordance to the pay scale, found in Appendix A of the Collective Bargaining Agreement.

Section 5: Food Allowance: Food allowance for the position of 40-Hour employee will be hundred (\$400) dollars.

Section 6: Vacation Time off Approval: Vacation time off is scheduled for the 40-Hour employee will be scheduled with the Assistant Chief – Fire Operations or his designee.

Section 7: Recognized Holidays: For the position of a 40-Hour employee, the holidays will be as designated by the city.

- A. When a holiday falls on Saturday, the preceding Friday shall be an authorized holiday. When a holiday falls on a Sunday, the following Monday shall be an authorized holiday. The Christmas Eve Day and New Year's Eve Day (1/2 day) holidays can be reassigned as deemed appropriate by the City Manager.
- B. To be eligible for the holiday pay, an employee must be a 40-hour employee when the holiday occurs and must have worked all of his scheduled hours on the day before and the day after such holiday, unless the employee's absence on such days is due to the employee being on an approved compensable absence as otherwise provided for in these rules.
- C. One day's holiday pay for regular, full-time 40-hour employees shall equal eight (8) hours pay at an employee's straight-time hourly rate. When an employee is required to work on a holiday as listed above, the employee shall be paid the straight-time hourly rate for the hours so worked in addition to the eight (8) hours' holiday pay. Where applicable, the overtime provisions contained herein shall apply.
- D. 40-hour employees will receive 24 hours of preference holiday time each fiscal year. Preference holiday hours are not eligible for carryover into future years. Preference holiday balances will be paid upon termination or resignation. Use of preference holiday hours shall be scheduled in accordance with Administrative Orders.
- E. In the event that the City Council shall approve an alternate holiday schedule for staff assigned to any division, such a schedule shall supersede the provisions contained herein.

Section 8: Compensatory Time: Firefighters will have the option to use 'Compensatory Time' in place of overtime. Compensatory time will be converted at a rate of time and 1/2. Firefighters will have the choice to be compensated in overtime or compensatory time for extra shift assignments or for mandatory training. For approved elective training, firefighters will be compensated with compensatory time unless arranged otherwise with Fire Division Administration.

- Bargaining Unit members may accrue up to 120 hours of compensatory time (i.e., hours of time worked) at any one time.
- Any compensatory time off accrued over the maximum of one hundred twenty hours will be automatically paid out in the next pay period at the straight time rate of pay.

- Total accrued balances of compensatory time off (not to exceed 120 hours) will be paid at straight time rate of pay in the following circumstances:
 - Termination or resignation.
 - Retirement.
 - To the beneficiary, designated by the employee on the beneficiary form furnished by the city, in the event of death.
 - Upon written request to the Director of Public Safety and paid on and as a part of the normal paycheck issued on the next regularly scheduled payroll.
- The use of compensatory time will be handled in the same manner as vacation whereas time can only be used if the number of firefighters off does not exceed daily requirements.
- Compensatory time for each employee will be tracked in ADP and/or the online scheduling program.

Section 9: Sick Leave Accrual: The 40-Hour employee 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 600 hours.

Section 10: Vacation Time Accrual: Vacation time for the position of 40-Hour employee will be as follows; once the employee has 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 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 twenty (120) hours per year.
- D. Upon completion of seven (7) 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 (160) hours per year.
- E. Upon completion of fourteen (14) years of continuous service the employee shall begin to be credited monthly with the fractional equivalent of one hundred eighty (180) 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 (200) hours per year.

Section 11: Included Articles and Sections: The following ‘Articles’ and/or ‘Sections’ apply to the 40-Hour positions.

A. Sick Leave and Long-Term Disability

B. Leave of Absence

C. Insurance

D. Longevity Pay

E. Pension / Retirement

F. Continuing Education

G. Physical Fitness –

** Due to work hours, physical fitness participation will be on lunch breaks or before/after work hours. They would be required to participate in the wellness program and would be eligible for the annual fitness bonus.

H. Grievance Procedure

I. Suspensions & Dismissal Cases

J. General

ARTICLE XX – DURATION

THIS AGREEMENT shall become effective as of the 1st day of July 2024, with all financial terms' retro to July 1st, 2024 and shall remain in full force and effect until 12:01am the 1st day of July, 2027.

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 _____ day of _____, 2024.

LOCAL NO. 1467 OF THE
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS

Chip Everett
President, Local 1467

Patricia M. Randall
Mayor

Vice President, Local 1467

Erica Eklov, City Clerk

Secretary, Local 1467

Aaron Chase Treasurer,
Local 146

APPENDIX A
Effective July 1, 2024

Bargaining Unit Wage Scale

<u>2024</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
Battalion Chief	\$90,555.92					
Fire Capt. Acting	\$88,130.32					
Fire Capt.	\$86,513.25					
Fire LT	\$85,704.71					
Firefighter	\$54,732.67	\$59,959.91	\$65,183.30	\$70,410.55	\$75,648.99	\$80,853.50

Year Two of the Contract – 4.5% increase

<u>2025</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
Battalion Chief	\$94,630.94					
Fire Capt. Acting	\$92,096.18					
Fire Capt.	\$90,406.35					
Fire LT	\$89,561.42					
Firefighter	\$57,195.64	\$62,658.11	\$68,116.55	\$73,579.02	\$79,053.19	\$84,491.91

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Year 3 of the Contract – 3% increase or the same amount as the non-union annual increase, whichever is the higher of the two.

2026	A	B	C	D	E	F
Battalion Chief	\$97,469.86					
Fire Capt. Acting	\$94,859.07					
Fire Capt.	\$93,118.54					
Fire LT	\$92,248.26					
Firefighter	\$58,911.51	\$64,537.85	\$70,160.04	\$75,786.40	\$81,424.79	\$87,026.66

Section 1: The City and Local agree to the following:

- The current command structure of 3 Battalion Chiefs and 9 Captains will be altered to the following: Battalion Chiefs (3), Shift Captain (3), Captain/Lieutenant (6).
- Once the CBA is ratified by both parties, the City will run a promotional process for all then current Captains who are interested in promoting to the rank of Shift Captain. That process will follow the captain's promotional process listed in Article XIV of this CBA.
- Those Captains that elect to NOT participate in the promotional process for Shift Captain shall have until July 31st, or 30 days after City Council approval of this agreement (whichever is earliest) to make the following decision:
 - Option 1 - Choose to remain at the captain's rank and receive a pay rate of 7% above Firefighter (Step F) of the newly negotiated pay scale, or
 - Option 2 - Elect to assume the rank and pay scale of Lieutenant (6% above Step F of the Firefighter pay scale) voluntarily and receive a one-time lump-sum bonus of \$5,000.
- An existing Captain who chooses to compete for the rank of Shift Captain and is not promoted to that rank will be allowed to choose between Option 1 and Option 2 above, so long as they choose that option within 30 days of the Shift Captain promotions taking effect.
- The city agrees to develop a job description for the new Lieutenants classification that is subordinate to Captains, Shift Captains, and the Battalion Chiefs. The current Captain Job Description will be edited to reflect the difference between Captain and Shift Captain.
- Both parties agree that any future Captain vacancies shall be replaced by the rank of Lieutenant. Once this fully occurs, Shift Captains will be renamed to "Captain" and the 7% pay scale for Captains will be eliminated so that the new pay scale is the following:
 - Lieutenants: 6% above top firefighter base wage
 - Captains: 9% above top firefighter base wage
 - Battalion Chiefs: 12% above top firefighter base wage.

Section 2: Employees will move from one step to the next on their anniversary date of hire.

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 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 3: 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 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.

APPENDIX B

RETURN TO WORK FORM

Medical Authorization Report

Employee

Name: _____

Date: _____

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

Signing Physician or PAC

APPENDIX C

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 Division 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 Division'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 Division 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 these, 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 Division 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 supervisor 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 Division 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 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 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 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 obligated 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 Division 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 division 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 Division is under the influence for 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 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 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 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 the 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) Test 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 D – DOCTOR’S NOTE

Date:

Practice Name:

Doctor’s Address:

Regarding Employee:

Date(s) of Absence:

This is to confirm that _____ underwent medical evaluation at my office. This is to certify that (he/she/they) is sufficiently recovered to return to work safely with no restrictions.

Sincerely,

Doctor/NP/PA Signature:

Doctor/NP/PA Printed Name: