

**AGREEMENT**

**BETWEEN**

**THE CITY OF ROMULUS**

**AND**

**ROMULUS FIRE FIGHTERS, LOCAL 4126**  
**OF THE INTERNATIONAL**  
**ASSOCIATION OF FIRE FIGHTERS**

**July 1, 2016 - June 30, 2019**

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## **ARTICLE 1- DURATION, PURPOSE, DEFINITIONS, & COVERAGE**

### **Section A - Duration**

1. This Agreement entered into between the City of Romulus and its Fire Department hereinafter referred to as "City", "Employer" or "Department" and the Romulus Fire Fighters, Local 4126 of the International Association of Fire Fighters, hereinafter referred to as "Association" or "Union", effective, July 1, 2016, shall be binding upon the respective parties hereto until June 30, 2019. In the event negotiations extend beyond the expiration of this Agreement, its terms and conditions shall remain in full force and effect pending reaching a successor agreement.

### **Section B - Purpose**

1. The parties hereto have entered into this Agreement, to incorporate understanding previously reached, and other matters into a formal contract, to promote harmonious relations between the City and the Association to improve the public fire fighting service, and to provide an orderly and equitable means of resolving differences between the City and the Association.

### **Section C - Definitions**

1. The word "City" shall include all elected, appointed members and appointed representatives of the City of Romulus in the County of Wayne, Michigan.
2. The word "Union" shall include the officers and all members of the Union. Whenever the singular is used, it shall include the plural.
3. The word "Employee" shall mean all full-time career fire fighters employed by the Fire Department, except the Fire Chief and Deputy Chief, who shall function as the Fire Department Administrators with titles and names subject to change as defined by the City.
4. The word "Vacancy" shall mean an opening due to lay-off, termination, resignation, death, retirement, long term disability, military leave, or FMLA.

### **Section D - Coverage**

1. This Agreement shall be applicable only to all full-time employees of the Romulus Fire Department, but excepting the Chief of the Fire Department and the Deputy Chief.

### **Section E - Other Agreements**

1. The City shall not enter into any agreements with its Fire Department employees individually or collectively or with any other organization which in any way conflict with the provisions hereof.
2. The Employer shall provide all equipment and furnishings that it deems necessary for Employees to perform their duties. The Association may purchase other items, subject to the Fire Administrator's prior approval, for use by employees after their assigned duties have been completed, approval will not be unreasonably withheld.
3. In the event that the City creates a new position within the Association's bargaining unit, the City agrees to meet with the Union and negotiate mandatory bargaining items regarding the newly created position.

## **Section F - Savings Clause**

1. If any Article or Section of this Agreement or supplements thereto should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement or supplements thereto shall not be affected thereby and the parties shall enter into immediate collective bargaining for the purposes of arriving at a mutually satisfactory replacement for such article or section.

## **ARTICLE 2 - RECOGNITION**

1. The City hereby recognizes the Union as the sole and exclusive bargaining representative for the employees of the Fire Department.

## **ARTICLE 3 - AGENCY SHOP & DUES DEDUCTIONS**

### **Section A - Dues Deductions**

1. The City will deduct, as dues, from the pay of each employee from whom it receives authorization to do so. The authorization will state the amount to be deducted as dues.
2. If an employee has no pay for a pay period, his/her dues shall be deducted from his/her pay in subsequent periods in such calendar weeks.
3. The City will deduct from the pay of the employees in any month, only the Association Membership dues becoming due and payable in the month. Said membership dues shall be forwarded to the treasurer of the Association at the end of the month.
4. The Association will notify the City in writing of any changes of dues thirty (30) days prior to the effective date of such changes.

### **Section B - Agency Shop**

1. All employees in the bargaining unit, shall on the thirtieth (30<sup>th</sup>) day following the beginning of their employment, as a condition of employment or of continued employment, either:
  - a. Become members of the Association; or
  - b. Pay to the Association an amount of money as a service fee equal to the Association monthly dues or as authorized by law (whichever is less).
2. In the event that an employee covered by sub section 1 above does not join the Association or tender his/her service fee to the Union, either directly or through a voluntary deduction authorization as provided above on the thirtieth (30<sup>th</sup>) day as required, such employee shall be terminated within thirty (30) days from the date of the request from the Union for termination; provided the Association has complied with the following:
  - a. Fulfilled its obligation by sending written notice to the employee that he/she has an obligation to tender dues or service fees, the reasonable date for such obligation, the amount of such tender, and to whom tender is to be made. A copy of such notice should be sent to the City.

- b. Fulfillment of its responsibilities by sending written notice to the employee (copy to the City) that he/she has not fulfilled his/her obligations by the requisite date and that a request for his/her termination was being made to the City.
  - c. By stating in the request for termination that such request is in conformance with the provision of this Article, that the employee has not complied with his/her obligations; that it is an official request of the Association, and that the "save-harmless" clause shall be put into effect.
  - d. The Association cannot cause the discharge of an employee who has resigned from or has been expelled by the Union for any reason other than his/her failure to tender the dues or service charge to the Association, either directly or after revocation of his/her authorization.
3. In the event an employee does not tender his/her payment of dues or service fees directly to the Association, he/she may execute a written authorization to the City for deduction from his/her pay. Such written authorization must be voluntary and the service fee deduction is revocable. The deductions permitted under the authorization shall be:
- a. Association Members-The regular and equal amount of Association and fees.
  - b. Non-members - The regular and equal amount of Association dues and fees (referred to as "service fees"), excluding fines and assessments.
4. If any court of competent jurisdiction or administrative agency holds that an "agency shop" clause is invalid, illegal, or unconstitutional, or that it violates any Federal or State law, or that it is in conflict with any Federal or State law, or if the State Legislature enacts a law forbidding the "agency shop" clause, or any part thereof (which this article does not conform to or with), this article shall be reformed to comply with law. The Association will protect and save harmless the City from any and all claims, demands and suits and other forms of liability by reason of action taken or not taken by the City for the purpose of complying with Article 3 of this agreement.

## **ARTICLE 4 - UNION ACTIVITIES**

### **Section A - General**

1. Employees and their Union Representatives shall have the right to join the Union, to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid purpose, to express or communicate any view, grievance, complaint or opinion related to the conditions or compensation or public employment or their betterment, free from any and all restraint, interference, correction, discrimination or reprisal.

### **Section B - Release Time**

1. The Union will be granted one hundred ninety-two (192) hours release time each contract year to attend union related conventions, conferences, and seminars without loss of pay, usable by all full-time employees as directed by the Union Executive Board. The Fire Department Administrator shall be notified at least two (2) weeks in advance when union release time is going to be used.

2. One Executive Board member shall be allowed release time to attend conventions, conferences, and seminars. Additional release time shall be subject to approval by the Fire Department Administrator.
3. Officers shall be afforded reasonable time during regular work hours without loss of pay to fulfill their Union responsibilities, including negotiations with the City, processing of grievances, and administration and enforcement of the Agreement.

### **Section C - Notification of Officers**

1. The Association shall notify the Chief of the Department and the City of the names and titles of their representatives within one (1) week after their appointment. No representative will be permitted to act as such until the City is advised that the person has become a representative.

### **Section D - Bulletin Boards & File Space**

1. The Union shall be provided a suitable bulletin board and file space at each Fire Department Station for the posting of Union notices or other materials relating to the activities of the Association. The Secretary of the Association shall be responsible for such board, who shall maintain such boards in a neat manner.

### **Section E - Meetings**

1. The Union may schedule meetings on Fire Department property, insofar as such meetings are not disruptive to the efficient operation of the Department. Prior notice shall be provided to the Fire Chief.

### **Section F - Representation**

1. Legal counsel for the Association may be present at meetings between the City and the Association, including but not limited to, contract negotiations, grievances, discipline and other hearings before the City.

### **Section G - Visits by Association Representatives**

1. The Employer agrees that accredited representatives of the Association, District, State, or International Representatives, shall have full and free access to the premises of the Employer at any time during working hours, to conduct union business pertinent to the facility upon notifying the Chief of the Department. The understanding is that in no way will emergency service be disrupted.

### **Section H - Special Conferences**

1. Special conferences for matters other than grievances will be arranged between the Union President and the Employer or its designated representative, upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request but, it is understood that these special meetings shall not be used to re-negotiate this Agreement. Such meeting will be between at least two (2) representatives of the Employer and at least two (2) representatives of the Association.



## **Section I - Other Organizations**

1. The City or its designated representatives shall not enter into any agreements with its employees, individually or collectively, or both, or with any other organization which in any way conflicts with the provisions hereof.

### **ARTICLE 5 - MAINTENANCE OF CONDITIONS**

1. All rights, privileges, and working conditions enjoyed by the employees at the present time, which are not included in this Agreement and Rules and Regulations of the Department, and do not conflict with its terms, shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement unless changed by mutual consent.

### **ARTICLE 6 - MANAGEMENT'S RIGHTS**

1. The Employer shall have and possess the exclusive right to manage all functions of all its agencies, department and offices, including but not limited to the direction of staff, the full and exclusive right to hire, promote, demote; discharge and discipline employees for cause; to promulgate rules and regulations governing the conduct of the employees and to require their observance; to make temporary job assignments necessary to ensure the efficient performance of work; to control the use of vacations so as not to jeopardize the functions of the Employer; to establish and direct the locations and methods of work, job assignments, work schedules and job descriptions; to maintain order and efficiency to determine the length of the work week; to direct the reduction of work force for efficiency purposes; to control, direct and supervise all equipment subject to the terms of this Agreement.
2. The City has the right to establish and amend reasonable work rules, upon notice to the Association. The Chief shall meet with Association representatives and consider proposed changes to work rules; however, the Chief shall have the final decision on work rules.

### **ARTICLE 7 - NO STRIKES OR LOCKOUTS**

1. It is mutually agreed between the parties hereto that the Association will not call, authorize or participate in any strike during the term of this Agreement and that the City will not engage in any lockout of the employees during the term of said Agreement.

### **ARTICLE 8 - GRIEVANCE PROCEDURE**

#### **Section A - Purpose**

1. The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problem of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any fire fighter with a grievance to discuss the matter informally with any appropriate member of the Department or City.

#### **Section B - Definition**

1. A "Grievance" is a claim based upon an event or condition which affects the conditions or circumstances under which a fire fighter works allegedly caused by a violation, difference or dispute as to the meaning or application of the provisions of this Agreement or existing laws.

2. The term "employee" includes any individual or group who is a member of the bargaining unit covered by the contract.

### **Section C - Procedure**

1. A grievance may be presented to the Fire Chief for discussion and informal resolution. If informal resolution does not occur the time spent at seeking an informal resolution shall not be counted against the time limits, which are defined in Article 8, Section E.
2. A claim which cannot be settled equitably through informal discussion may be submitted as a written grievance as follows.
3. The grievance form must be signed by the employee and executive board member.

#### **Step 1:**

1. Any employee who feels aggrieved may present his/her written grievance to the Executive Board for submission to the Chief of the Department. The Chief of the Department or his/her designee will within ten (10) calendar days, meet and discuss the grievance with the grievant and the President of the Association, or his/her designated representative. Within ten (10) calendar days after such meeting, the Chief of the Department or his/her designee shall answer the grievance in writing to the President of the Association, with a copy to the grievant.

#### **Step 2:**

1. If the grievance is still unsettled, the President of the Association or his/her designated representative may appeal the grievance to the Director of Human Resources of the City within ten (10) calendar days of receipt of the Department Chief's answer. The Director of Human Resources, or his/her designated representative, shall within ten (10) calendar days of such appeal meet with the aggrieved and the President of the Association or his/her designated representative. The Director of Human Resources or his/her representative shall give their written, dated and signed disposition of the grievance within ten (10) calendar days after such a meeting to the President of the Association. In the event the Director of Human Resources does not make an adjustment of the grievance satisfactory to the member, he/she shall have the immediate right to seek resolution in binding arbitration as described in the following Step 3.

#### **Step 3:**

1. If after receiving the grievance, the Association feels the disposition is still not satisfactory, it may within thirty (30) calendar days after the answer is due, and by written notice to the other party, request arbitration. Within ten (10) calendar days following the notice of arbitration, both parties will attempt to select an Arbitrator on an Ad Hoc basis. In the event the parties cannot agree upon an Arbitrator, within ten (10) days, the Association will make a request to the American Arbitration Association. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of the Arbitrator. The Arbitrator so selected under either procedure will hear the matter promptly and will issue his/her decision no later than thirty (30) calendar days from the date of the close of the hearings. The Arbitrator's decision will be in writing and will set forth his/her findings of facts, reasoning and conclusion on the issue submitted.

2. The power of the Arbitrator stems from this Agreement and his/her function is to interpret and apply this Agreement and to pass upon alleged violations thereof. He/she shall have no power to add to, subtract from, or modify any terms of this Agreement. With respect to arbitrations involving the discipline or discharge of employees, the Arbitrator shall determine if the discharge or discipline was for just cause; and he/she may review the penalty imposed and if he/she shall determine it to be inappropriate and/or unduly severe, he/she may modify it accordingly. He/she shall have the authority in cases concerning discharge, discipline and/or other matters, if he/she shall determine, to order the payment of back wages and compensation for an employee, which the employee would otherwise have received. His/her award shall be final and binding on the parties and affected employees.

#### **Section D - Miscellaneous**

1. No grievance, verbal or written, withdrawn or dropped by the member or Association or granted by the City or its representative, prior to the final step of the grievance procedure, will have any precedential value.
2. The President of the Association shall have the right to file a grievance on behalf of the Association when the Executive Board and/or the Association believe that the alleged violation affects any members of the bargaining unit. In such a case, the Association shall be deemed to be the grievant.
3. During the pendency of any proceedings, and until final determination has been reached, all proceedings shall be private and any preliminary dispositions will not be made public without the agreement of all parties, unless disclosure is required under the Freedom of Information Act.
4. There shall be no reprisals of any kind by administrative personnel or the City taken against the grievant, or any party in interest or his/her Association representative, or any other participant in the procedures set forth herein by reason of such participation.
5. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
6. The costs for the Arbitrator's services, including his/her expenses, shall be borne equally by the parties. Each party shall pay for its own expenses.

#### **Section E - Time Limits and Retroactivity**

1. Time Limits. No grievance or claim shall be valid unless same is presented and filed within thirty (30) calendar days after the occurrence or within thirty (30) calendar days after the matter shall become known to the employee and/or the Union. Any claim or grievance not filed within the prescribed time limit, or not pursued in a timely manner in accordance with the time limits as set forth in this Article, shall be barred and held for naught.
2. Retroactivity on Claims for Back Pay:
  - a. The City shall not be required to pay back wages more than thirty (30) calendar days prior to the date a written grievance is filed; provided, however, that in the case of a pay shortage of which the employee could not have been aware before receiving his/her pay, adjustments may be retroactive to the beginning of the pay period covered by such pay,

so long as the employee has filed his/her grievance thirty (30) calendar days after receipt of such pay.

- b. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less compensation, earned elsewhere during the period in question, which such compensation is attributable to the discharge, suspension or layoff period in issue, and which would not have been otherwise earned.

#### **Section F - Time Limits Between Steps**

1. If the deadline date for a response by the Chief or Director of Human Resources or the Union under this Article falls upon a day when Department or City offices are closed, the deadline shall be the next business day.
2. Time limits between the various steps may be waived and/or extended by mutual written agreement.

#### **ARTICLE 9 - DISCIPLINE**

1. It is agreed that the policy of the Department and City will be a fair and equitable system for the administration of disciplinary actions and shall be consistently maintained. Such a system shall provide full consideration of the evidence of extenuating circumstances. Disciplinary actions shall be initiated by the Chief of the Department when appropriate.
2. Disciplinary actions shall be for just cause only and are to be kept strictly confidential and administered in a manner which maintains as much privacy between supervisor and employee as possible.
3. Approved disciplinary actions issued by the Chief of the Department shall consist of the following and shall be entered into the employee's disciplinary file:
  - a. **Verbal Warnings:** A verbal warning shall be the first level of action and in most instances, should precede any of the disciplinary actions enumerated further and shall be reduced to writing.
  - b. **Written Warnings:** A written warning detailing inappropriate or unacceptable conduct and the possible consequences subject thereto, will often, but not always, be the action pursued when an employee repeats a like or similar offense. Whether or not a verbal warning has previously been issued the written warning must be given to the employee with a copy placed in the employee's disciplinary file.
  - c. **Suspension/Demotion:** The suspension, with or without pay, or demotion of an employee shall be used in specific instances, often following repeated verbal and/or written warnings, where the continued presence of an employee is disruptive to fellow employees, a safety hazard, or when an alleged offense requires extensive investigation or verification. The absence of any prior verbal or written warnings does not preclude the use of suspension or demotion when circumstances surrounding a single offense are grave enough to warrant such action. The right to suspend or demote any Department employee for just cause may only be initiated by the Chief of the Department or his designee in his absence.

- d. **Discharge:** Actual discharge or termination from Department employment is normally the culmination of a progressive disciplinary action program and is a recognition that all other efforts have failed to bring about satisfactory performance and that the employee concerned can no longer contribute effectively to the best interests of the Department. Discharge may also result from a single incidence of serious misconduct which serves to endanger the safety, welfare, or reputation of other employees, the Department or the general public. In such cases, the progressive system of disciplinary action is not necessary. Offenses subject to discharge would include, but not be limited to: (1) intoxication on duty; (2) conviction of the use of illegal substances; (3) theft; (4) extreme cases of insubordination; (5) physical abuse of supervisor, fellow employees, or general public, while on duty; (6) vandalism of Department property; (7) conviction of a felony; (8) leaving the City limits while on-duty without prior permission of a supervisor, except as part of an emergency response or when dispatched to a Mutual Aid call; or (9) lying to a supervisor about a significant work-related matter.
4. An employee has the right to counsel during disciplinary proceedings. The Employer will discipline within thirty (30) days after becoming aware of an offense, except when it would not be practical to do so or when it would interfere with an ongoing investigation.
  5. Any employee who feels aggrieved by a perceived misapplication of discipline including but not limited to suspension and/or discharge provisions of these disciplinary rules shall have the right to grieve per Article 8.
  6. When twenty-four (24) months of satisfactory service have been completed from the last disciplinary action taken by the Employer, all reprimands or suspensions of less than three work (3) days, appearing in the records may not be used against the employee for future disciplinary action unless the offense is of a like nature or equal in seriousness of the previous discipline. The records may be maintained in the employee's personnel file, for purposes not related to future disciplinary action. Notwithstanding any other provision in this Article, no time limit shall apply to discipline for violence or sexual, racial, or ethnic harassment.
  7. When five (5) years of satisfactory service have been completed from the last disciplinary action taken by the Employer, all suspensions of three (3) work days or more may not be used against the employee for future disciplinary action.

#### **ARTICLE 10 - SENIORITY**

1. **Department Seniority:** Department Seniority is the length of continuous service with the Department in a full-time position. Time spent on unpaid leave of absence or a layoff shall not count toward seniority. Seniority shall date from the first date of hire as a regular, full-time employee. Department seniority shall be used for pension, station bids, promotions, and vacation accumulation.
2. During the employee's probationary period, that employee may be terminated at the sole discretion of the Department with or without cause. This termination will not be subject to the grievance procedure. Employees shall be considered on probation for their first twelve months of employment.
3. Seniority shall be determined by the employee's length of service in the Department. If two or more employees have the same date of hire, their respective combined test scores will be used to determine seniority. The employee with the highest test score will be considered to

have greater seniority. In the event of a tie, the employee with the lowest last four (4) digits of his/her Social Security Number will have the highest seniority.

4. An Employee shall lose seniority only if he/she:
  - a. Voluntarily Quits.
  - b. Is discharged and not reinstated.
  - c. Is laid off for a period of two (2) years or the length of seniority, whichever is less.
  - d. Does not return to work on his/her first scheduled day to work after the end of an approved leave of absence.
  - e. For other than return from an approved leave of absence, no call or no show for three (3) consecutive work days. The City shall make at least one attempt to contact the employee before taking final action.
  - f. Is unable to return from a medical leave of absence after twenty-four (24) months.
5. The seniority list on the date of this Agreement will show the seniority, names and job titles of all employees in the unit. The Employer will keep the seniority list up to date at all times and will provide the Association with a current copy once per year upon request.
  - a. On-duty or off-duty members of the Fire Prevention Division or Fire Suppression Division shall be required to respond to fire suppression calls if directed by an emergency dispatcher or supervisor. In that event, members of the Fire Prevention Division or the Fire Suppression Division shall act as directed by the incident commander who is in charge at the scene.
6. Transfer to a Division Which the Employee Previously Worked In:
  - a. An employee transferring from one Division to another must revert to the rank he/she held prior to his/her assignment in the current division.
  - b. This transfer may only occur when a vacancy in the other Division is available. An employee may not bump back into the other division when no vacancy exists in the other Division. The employee must submit in writing his/her desire to transfer Divisions within thirty (30) calendar days of the posting to fill the vacancy.
  - c. An employee who transfers Divisions shall have seniority only for time served in that Division for purposes of vacation (subject to the procedures described in Article 20, Sections E-6 and E-7) and shift pick, layoff, promotional eligibility, and station assignment. However, the employee shall retain Departmental seniority for purposes of calculating benefits.
  - d. The employee requesting a transfer must then accept the position when the vacancy occurs. An employee who meets the requirements of this Section shall be transferred, instead of the vacancy being filled by the promotional process.
7. Transfer to a Division Which the Employee Has Not Worked In:

- a. If an employee desires to transfer from one Division to another, and the employee was not promoted from the Division he/she wants to be transferred to, the transferring employee shall be required to pass all initial hiring requirements of that Division.
  - b. This transfer may occur only when a vacancy in a lower rank in the other Division is available. An employee may not bump into the other Division when no vacancy exists in the other Division. The employee must submit in writing his/her desire to transfer Divisions within thirty (30) calendar days of a posting to fill the vacancy.
  - c. Upon transfer, the employee shall have the lowest seniority in the Division he/she transferred to for purposes of vacation (subject to the procedures described in Article 20 E-6 and E-7) and shift pick, layoff, promotion eligibility, and station assignment. However, the employee shall retain Departmental seniority for purposes of calculating benefits.
  - d. The employee requesting a transfer must then accept the position when the vacancy occurs. An employee who meets the requirements of this Section shall be transferred, instead of the vacancy being filled by the promotional process.
8. An employee promoted out of the bargaining unit shall have his/her seniority frozen at the time of promotion and may bump back into the bargaining unit if the job(s) he/she is promoted to is (are) eliminated or he/she does not pass the probation period(s) for the promoted position.
  9. An employee suspended for less than thirty (30) days shall not lose seniority during that suspension. An employee suspended for thirty (30) or more days shall lose seniority for the entire period of the suspension.

#### **ARTICLE 11 - LAYOFFS & RECALL PROCEDURES**

1. When there is a pending reduction in the work force within the bargaining unit, the City shall immediately give notice to the Union as soon as there is any strong likelihood of said reduction in the work force, and will give at least thirty (30) calendar days' notice before actual reduction in the work force to the affected employees.
2. In the event of a reduction of work force in the Fire Department, it shall be made according to length of service.
3. The employee with the least amount of service shall be the first laid off and the last to be recalled. In the event of recall the employee shall respond within seven (7) calendar days' notice of recall of his/her intention to return to the City and shall return to duty within fourteen (14) calendar days after his/her response.
4. A non-probationary employee with less than ten (10) years will have recall rights for up to two (2) years subject to their availability to perform the job. An employee who has more than ten (10) years of seniority will have recall rights for up to ten years after his/her layoff subject to their ability to perform the job.
5. Laid off employees shall be paid the cash value of any unused personal leave days at the time of their lay off. Upon recall, a laid off employee shall be credited personal business days, according to Section A of Article 20 on the anniversary date of their original date of hire.

6. Laid off employees shall be paid the cash value of any unused vacation days at the time of their lay off. Upon recall, their anniversary date shall be adjusted to reflect the period of lay off (no credit shall be given for the time while on lay off). Vacation shall be credited to one (1) year from the employees' adjusted anniversary date.

## **ARTICLE 12 - HOURS OF EMPLOYMENT**

1. The work schedule for employees of the Fire Department shall be as prescribed by Act 125, Public Acts of 1925, as amended by Act 604, Public Acts of 1978, as amended.
2. **Fire Suppression Division:**
  - a. A fifty-six (56) hour work week based on fifty-three (53) hours pay (24-hour work day) shall be implemented for employees of the Fire Suppression Division. The work week shall be averaged over the prescribed 28-day period (212 hours), as set forth by the Acts above.
  - b. Fire suppression personnel shall work a three (3) platoon, twenty-four (24) hour shift. The twenty-four (24) hour shift shall be scheduled to commence at 0700 hours and continues through to 0700 hours the following day. Fire suppression personnel shall work a fifty-three (53) hour average work week. No employee will work over seventy - two (72) hours straight unless approved by the Fire Chief.
  - c. The work schedule will consist of three platoons rotating the following cycle:

Legend: WD = Work Day 24 Hours On

OD = Off Day 24 Hours Off

WD, OD, WD, OD, WD, OD, OD, OD, OD

3. **Fire Prevention Division:**
  - a. For the Fire Prevention Division, the work shall be eight (8) hours per day and five (5) days per week. The work day shall be 8:00 a.m. – 4:00 p.m. The work day shall be eight (8) hours per day. Employees shall receive a sixty (60) minute paid lunch period.
  - b. Upon mutual agreement of the employee and the Fire Chief, the employee's starting and quitting time may be adjusted to accommodate special programs or work assignments for a particular day. (An example of the foregoing would be inspection of facilities not open during regular hours of Fire Prevention Division employees.
  - c. Upon mutual agreement of the employee and the Fire Chief, the employee can be scheduled for either a 4-day 10-hour schedule or a 5-day 8-hour schedule per week.
  - d. Fatigue Time – In the event a Fire Prevention Division employee works overtime prior to the normal work schedule, he/she shall be entitled to be off duty for a period of six (6) hours, commencing with the end of the overtime period before he/she is required to report to work for his/her next normal workday. Should any part of the six (6) hour rest period coincide with the employee's normal workday, he/she shall suffer no loss of straight time pay normally earned for such workday.



## ARTICLE 13 - MANPOWER

1. **Fire Suppression Division:** The City shall keep a minimum of eight (8) full-time positions, excluding the Fire Chief and Deputy Chief, at all times during this Agreement.
2. **Paid-On-Call or Part-Time Fire Fighters:** Paid-on-Call or part-time fire fighters may be scheduled to work when absences by bargaining unit members are known forty-eight (48) hours in advance; provided that the scheduling of paid-on-call or part-time fire fighters shall not reduce on-duty staffing by bargaining unit members maintaining a ratio of 3:1. Part-time fire fighters must have the same training level as a new full-time fire fighter (Fire Fighter 2, Paramedic, and Hazmat Operations Certifications). Part-time fire fighters shall be terminated if a full-time fire fighter is laid off.

## ARTICLE 14 - PROMOTIONS

1. Promotions to full-time positions of Lieutenant, Captain and Fire Marshal will be drawn from a competitive pool of eligible candidates based on the following criteria:
  - a. The Employer shall post notice of written test date at least thirty (30) calendar days prior to the actual test date at all stations.
  - b. During the posting period, a Fire fighter or Lieutenant who is interested in the posted position shall make application for testing to the Human Resources Office.
  - c. A Fire fighter must have a minimum of three (3) years seniority as a Fire fighter in the Romulus Fire Department in order to be eligible to take the written promotional examination for Lieutenant. If there are not at least two (2) candidates who are eligible at the close of the application date the minimum seniority required shall be reduced to two (2) years of seniority. If there are still not two (2) eligible candidates, the minimum seniority required to apply shall be reduced to all fire fighters within the bargaining unit.
  - d. A Lieutenant must have a minimum of two (2) years as a Lieutenant in the Romulus Fire Department in order to be eligible to take the written promotional examination for Captain or Fire Marshal. If there are not at least two (2) candidates who are eligible at the close of the application date the minimum seniority required shall be reduced to all Lieutenants with one (1) year of seniority. If there are still not two (2) eligible candidates, the minimum seniority required to apply shall be reduced to all Lieutenants within the bargaining unit.
  - e. Employees must take a written promotional test applicable to the position and pass the written test with a score of seventy percent (70%) or higher in order to continue on in the evaluation process.
  - f. All employees shall be notified by mail of their test score and an indication of a passing or failing. All employees who have a seventy percent (70%) score or better on the written test will continue on in testing process and receive an oral board interview by outside command officers at equal or greater rank than the position tested for.
  - g. After the oral board the position shall be offered to the highest-ranking candidate based upon the following maximum points:

- |                             |               |
|-----------------------------|---------------|
| 1. Written test:            | 0 - 70 points |
| 2. Oral interview:          | 0 – 15 points |
| 3. Seniority and Education: | 0 - 15 points |
2. Seniority and Education points shall be capped at fifteen (15) maximum points which shall be earned in any of the following:
    - a. Education:
      - i. Associates degree - two (2) points
      - ii. Bachelor's degree - four (4) points
      - iii. Master's degree - six (6) points.
    - b. Seniority:
      - i. One point credited for each full year of service at the close of applications.
  3. Promotions to the rank of Lieutenant, Captain, or Fire Marshal will be made from among the qualified employees within the bargaining unit. A promotional eligibility list for Lieutenant, Fire Marshal and Captain shall be created at the completion of the process that will not exceed ninety (90) calendar days from start to finish unless extenuating circumstances cause a delay. Eligible candidates shall be ranked from highest score and descending to lowest score. High seniority shall break all ties. The eligibility list shall be in effect for two (2) years from the day it is established. All candidates shall be notified by mail in writing of their composite score at the time of establishing the list. A list of all scores shall be sent to the Association at the completion of the process. The list shall include test numbers but not names. A current list shall be in effect at all times.
  4. The City shall have the right to promote from the top two (2) candidates on the eligibility list if they are within five (5) total points of each other.
  5. Officers' seniority shall be based on time in the position (time in grade). In the event two officers are promoted to the same position on the same day, the officer with the higher promotional ranking score shall be credited with more seniority than the other officer.

**ARTICLE 15 - BIDDING ON STATION ASSIGNMENTS**

**Section A - Eligibility**

1. Employees shall have the opportunity to bid on shift and station assignments on a tri-annual basis, according to their seniority.

**Section B - Station Bid Period**

1. Station and shift bids will be done in three (3) year cycles starting January 1, 2012.

2. Bids will be done in order of Department Seniority within classification, bids will start November 1st every third year and will be turned in to administration by November 15th. Administration will post the new bid schedule by November 30th.
3. New hire fire fighters that are on probation shall not be afforded the opportunity to bid on station assignments but will be assigned to a vacancy by the Fire Department Administrator.
4. All new hires will initially work two forty-hour work weeks for orientation and training, then will be assigned to an available vacancy by the Fire Department Administrator.
5. Failure to bid or failure to submit a bid in the time designated shall be considered a vacancy.
6. Any vacancy in station assignment will be filled at the discretion of the Fire Department Administrator.
7. Shifts alignment will be allocated by the number of active employees with at least two command officer per shift as the below matrix shows:
  - a. Shift A: Lt, Lt, FF, FF, ...
  - b. Shift B: Lt, Lt, FF, FF, FF, ...
  - c. Shift C: Lt, Lt, FF, FF, FF, ...

### **Section C - Relocation**

1. The Fire Department Administrator shall have the right to transfer personnel from one shift to another to fill vacancies. Personnel shall not be involuntarily transferred more than one time in a twenty-four (24)-month period. Prior to making an involuntary transfer the Fire Department Administrator or his/her designee, shall meet with the Association and discuss the need for transfer. If possible, to obtain the required results, the least senior fire fighter in the same classification shall be transferred.

### **ARTICLE 16 - TRADING OF TIME**

1. Employees shall be permitted to voluntarily trade work or leave time with other employees. Trading shall not cause overtime.
2. No trade shall be in effect unless the Fire Department Administrator or established designee has been notified of the trade in advance. Trading by a Lieutenant with a Fire fighter shall be allowed, provided that another Lieutenant is scheduled to be on-duty.
3. All trades are subject to the Fire Department Administrator's approval or established designee's approval, but no trade shall be denied without cause. Cause shall include, but not be limited to, a person lacking the skills and knowledge necessary to perform the tasks associated with the job. Denial of trade time will require the Fire Department Administrator or designee to give a written explanation for the denial of the trade time.
4. After trade forms have been signed by the employees, and authorized by the administrator, the substitute shall assume all responsibility for failure to report for or remain on duty.
5. All trades will be single shift trades, and will be returned within twelve (12) months of the original trade.

## **ARTICLE 17 - EDUCATION & TRAINING**

### **Section A - Compulsory Schooling**

1. The City agrees to pay each member of the Association time and one-half for classes or schooling required by the Department on an employee's leave day.
2. The Department will make an effort to schedule necessary training in the closest proximity of the Department whenever possible. However, it is understood that this is not always possible. The following sub-sections (a), (b) and (c) shall apply to schooling or training which does not occur on the employee's schedule shift.
  - a. If travel time exceeds one (1) hour per day, the employee will be compensated with one hour of travel time, paid at the overtime rate of pay. This payment is the maximum amount to be paid regardless of the total travel time.
  - b. If the schooling or training is a multiple day seminar, in excess of seventy-five (75) miles from the City, the Department will provide accommodations. If an employee declines the accommodations, and wishes to drive back and forth, the employee must notify the Department in advance of the training date. The employee will receive the one (1) hour travel time payment for each day traveled. If the accommodations are used by the employee, no travel time will be paid.
  - c. The Fire Chief or his designee shall make reasonable efforts, if possible, not to schedule multiple day schooling or training immediately after the end of the employees' regular shift.
3. For multiple day schooling or training, the employee shall be considered only to have worked while attending the program and during travel time described in this Article. For schooling or training of thirty-two (32) hours or more, which is over seventy-five (75) miles from the City and where the Department provides overnight accommodations, the employee shall not be scheduled to work a regular shift that week, but shall receive his regular base pay for that week. Except where the Department provides overnight accommodations for schooling or training on the employee's scheduled work day, the employee shall return to his assigned station upon completion of the schooling or training, for the balance of the shift.

### **Section B - Training**

1. All employees shall, as a condition of continued employment, maintain all licenses and certifications necessary to perform their duties. The City shall pay for any costs of State licensure or re- certification fees for maintenance of EMT, Specialist, Paramedic or Instructor-Coordinator and all necessary study materials needed to complete and maintain above licensures. The employee shall submit the proper paperwork associated with the licensure to the Fire Department Administrator.
2. In the event an employee is on-duty the employee shall be granted duty-release time to attend these classes. In the event an employee is off-duty and is required to attend these classes he/she shall be entitled to compensation at the rate of time and one-half. In either event, the employee shall be paid mileage.
3. If the training is scheduled off property the employee will return back to work when the training is complete unless prior permission is given by the Fire Department Administrator.

## **Section C - Tuition Reimbursement**

THIS SECTION C SHALL BE SUSPENDED EFFECTIVE JULY 1, 2016, UNTIL A SUCCESSOR TO THE 2016-2019 COLLECTIVE BARGAINING AGREEMENT IS EXECUTED.

1. The City will reimburse the employee for one hundred percent (100%) of the tuition costs for all classes required for an Associate's degree and fifty percent (50%) of all tuition costs incurred by the employee in receiving a degree higher than an Associate's degree, providing that the employee receives prior approval from the Fire Department Administrator. The conditions governing this program are:
  - a. The courses must be job related.
  - b. The courses are required of the college or university as a prerequisite to a degree. All classes taken to complete an Associate's degree must be taken at a Community College.
  - c. The employee must advise the Fire Department Administrator, on an annual basis, what field of study and what type of degree the employee is working on.
  - d. Reimbursements will be paid upon successful completion of the course and receiving a grade of "C" or higher.
  - e. If an employee willingly terminates his/her employment with the City within one (1) year of completion of any reimbursable class paid by the City, the employee shall be required to repay the City for those classes paid for by the City.
2. An eligible employee must submit applications prior to January 1 for the following eighteen (18) months. Supplemental approval shall be required for specific courses as they become known to the employee. Total reimbursement for the bargaining unit shall not exceed fifteen thousand dollars (\$15,000) per fiscal year with approvals on a first come, first serve basis. Reimbursement shall be limited to Three Thousand Dollars (\$3,000) per fire fighter per year.

## **ARTICLE 18 - SAFETY COMMITTEE**

1. It is mutually agreed that safety of Department personnel and the citizens they serve is of prime importance. To enhance that aim, a departmental safety committee shall be maintained consisting of the Fire Department Administrator or his/her designee, a representative appointed by the City, two (2) Association members.
2. This committee shall periodically inspect all rolling equipment, hoses, and implements, protective gear, as well as review departmental procedures in the safety area. Recommendations for improved safety equipment and procedures shall be made by the committee to the City.
3. The committee, by majority vote, may initiate a safety grievance, which shall be filed at the Second Step of the Grievance Procedure.

## ARTICLE 19 - WAGES & REIMBURSEMENTS

### Section A - Wages

1. Effective July 1, 2013, hourly wages in the Fire Suppression Division will be determined by annual salary divided by 2756 hours.
2. Fire Suppression employees will work a fifty-six (56) hour work week based on fifty-three (53) hours pay with three (3) hours overtime paid each week.
3. If an employee works less than the regularly scheduled hours and has no available banked time that can be utilized then the employee will be paid for actual hours worked during that pay period.
4. If an employee should require time off due to the employee's legitimate illness or family emergency, without pay and has no available banked time that can be utilized a request shall be submitted to the Fire Chief and will not be unreasonably denied.

Rank	Pay Scale	7/1/2017 (2%)	7/1/2018 (2%)
FF Start	\$41,047.48	\$41,868.43	\$42,705.80
FF Over 1 Year	\$44,692.13	\$45,585.98	\$46,497.70
FF Over 2 Years	\$46,144.53	\$47,067.43	\$48,008.77
FF Over 3 Years	\$47,644.07	\$48,596.96	\$49,568.90
FF Over 4 Years	\$49,193.00	\$50,176.86	\$51,180.40
FF Over 5 Years	\$53,464.53	\$54,533.83	\$55,624.50
Lieutenant Pay	\$58,000.00	\$59,160.00	\$60,343.20

5. An eight point four eight three one three eight two six zero zero seven six three five five percent (8.483138260076355%) wage differential shall be maintained between a five (5) year Fire fighter and a Lieutenant. A four percent (4%) wage differential shall be maintained between a Lieutenant and a Captain. The Fire Marshal shall be on the same pay scale as the Lieutenants. In the event the City fills the rank of Captain or if the City adds full-time fire inspectors to the Fire Prevention Division under the direct supervision of the Fire Marshal, the wages of the Fire Marshal shall be reopened.

### Section B - Holiday Pay

1. All fire fighter employees in the Fire Suppression Division working a fifty-six (56) hour work schedule (24-hour days) shall receive holiday pay for seven (7) twenty-four hour days (168 hours) pay at their regular daily rate. Such payment shall be payable annually the last payroll in November, and shall be payable whether or not the employee has worked a holiday. The payment of holidays shall be for the current calendar year.
2. For the purpose of recording the holidays that will be observed are: New Year's Day, Memorial Day, Fourth of July, Thanksgiving, Christmas Eve, Christmas, and New Year's Eve.
3. If the holiday falls on a regularly scheduled work day, an employee may take the holiday off without pay.
  - a. The option to take the holiday off will be based on department seniority with the most senior employee being afforded the option first.

- b. Seniority based awards for time off must be in by the 15th of the previous month. After the 15th of the previous month any employee may request and be given the holiday off on first come first serve basis.
- c. All requests for holiday time must be made in writing on a time off request form.
- d. Employees may expect their holiday time off to be approved unless their absence drops the daily manpower below an acceptable operational level as determined by the Fire Department Administrator.

### **Section C - Uniform Allowance**

- 1. Dress Uniform. For all employees who successfully complete one year of service, the City shall provide each Association member with a complete class A dress uniform. This shall include a cap, shirt, tie, trousers, belt, and all necessary hardware to complete said uniform (e.g. badge, name bars, rank insignia, etc.)
- 2. Work Uniform. The City shall provide up to six hundred (\$600.00) dollars credit annually towards purchase of uniforms for each full-time fire fighter at a select vendor of the City.
- 3. Uniform Changes. If uniforms are changed, the City shall supply each member with the initial change.
- 4. Protective Clothing. The City shall furnish all protective clothing required by MIOSHA part 74 standards for employees. The City shall replace or repair clothing and equipment as needed.
- 5. Stolen equipment or Gear. The City shall replace, at its expense, any gear or uniform items stolen from Department vehicles or Department buildings excluding employee negligence.
- 6. Damage to Personal Clothing. In the event that personal clothing is damaged in a call back situation, reimbursement will be made to the affected employee within thirty (30) calendar days, with approval by the Fire Chief, to a maximum of one hundred (\$100.00) dollars annually.

### **Section D - Court Appearances (Duty Related)**

- 1. Any employee subpoenaed to testify in Court during non-working hours in his/her official capacity as related to this Department shall receive overtime pay, with a four (4) hour minimum, in accordance with Article 19, Section H.

### **Section E - Attendance at Hearings**

- 1. Any employee ordered by the Fire Department to appear at a hearing while off-duty shall receive overtime pay for the actual time spent at the hearing.

### **Section F - Jury Duty**

- 1. An employee will be released from regular duty for the hours scheduled for court appearance. The employee will work the regular hours when court attendance is not required. The Employer will pay an employee for his or her regular hours of work, and the employee will provide the Department with the check for the jury fee.

## **Section G - Mileage**

1. If any employee uses his/her personal vehicle for department use, the mileage total shall be paid at the prevailing recognized IRS rate for mileage reimbursement. Employees will utilize a department pool car whenever possible.

## **Section H - Overtime Pay**

1. All time worked over eight (8) hours in any one eight (8) hour scheduled day or over forty (40) hours in any work week for employees in the Fire Prevention Division, shall be recorded as overtime and paid at one and one half (1 1/2) times his/her normal rate. All overtime shall be approved in advance by the Fire Department Administrator.
2. All time worked over fifty-three (53) hours in one week for employees on a twenty-four (24) hour work day schedule in the Fire Suppression Division shall be recorded as overtime and paid at one and one half (1 1/2) times his/her normal rate.
3. Paid time off, including paid personal leave, sick leave, vacation leave and bereavement leave shall be considered time worked for the purpose of determining the number of overtime hours worked. Employees responding to an alarm prior to the end of their shift shall be permitted to continue, beyond the end of the shift, until that run is complete.
4. Fire Department employees who participate, on their off-duty time, in any Department-related functions, shall be paid at the rate of time and one half (1 1/2) with a minimum of one (1) hour.
5. All overtime offered for special events shall be offered to full time employees first. Only after all full-time employees have been offered the opportunity to work shall paid-on-call employees be utilized to staff special events.
6. Any employees who are called in for overtime through the use of the paid-on-call system shall receive a minimum of one (1) hour pay.
7. All attempts will be made to have a Lieutenant scheduled to work at all times.
8. When a Lieutenant is not on duty, Lieutenant upgrade pay will be given to the most senior fire fighter based on department seniority.
9. A Lieutenant assigned by the Chief will keep records of all overtime offered to employees. Overtime shall be offered first to the eligible full-time employee with the lowest total hours, and progress to the eligible employee with the highest total hours. Equalization records will be available for inspection by members each time overtime is offered.
10. In the event of staffing shortage, an employee shall be forced in from the shift that is on its four-day off rotation. This shall be done in order of lowest seniority on that shift based on the classification that the opening is present. Example: Fire fighters will be considered first by lowest seniority for an open fire fighter position, and a Lieutenant will be considered first by lowest seniority for an open Lieutenant position.
11. All overtime for the Lieutenant positions shall be offered first to full-time employees of the same rank, and then to all members of the Fire Suppression Division. All overtime for the Fire fighter positions shall be offered first to full-time Fire fighters, then to Lieutenants in the Fire Suppression Division.



### **Section I - Payroll Deductions**

1. The Board shall take the necessary steps to allow, at the employee's request, and to the extent that law permits deductions to be made for union dues, tax sheltered savings programs, and separate segregated funds.

### **Section J - EMS Bonuses**

1. The City shall pay an annual bonus in June, upon proof of valid certification:
  - a. Five hundred dollars (\$500.00) for EMT-Basic.
  - b. One thousand dollars (\$1,000.00) for EMT-Paramedic.
2. The Fire Department Administrator shall assign a bargaining unit member to serve as EMS Coordinator. The EMS Coordinator shall receive an annual bonus of \$1,500 the first pay period in June. The annual bonus shall be prorated if the employee does not perform a full twelve (12) months as EMS Coordinator, based on each full month of service in that role.

### **Section K - Fire Investigations**

1. A State Certified Fire Investigator shall receive 3% additional compensation above his regular hourly rate for hours actually worked on fire cause and origin investigations, as approved in advance by the Fire Department Administrator.
2. Hours worked at the premium wage will be recorded on the daily pay sheet by the shift Lieutenant.

### **Section L - Fire Inspections**

1. A State Certified Fire Inspector shall receive 3% additional compensation above his regular hourly rate for hours actually worked performing business inspections, as approved in advance by the Fire Department Administrator.
2. Hours worked at the premium wage will be recorded on the daily pay sheet by the shift Lieutenant.
3. Members of the bargaining unit who perform basic fire inspections during their regular work shift (which do not require State certification) shall not receive additional compensation.

## **ARTICLE 20 - LEAVE TIME**

### **Section A- Personal Business**

1. Each employee shall be granted two (2) twenty-four (24) hour days of personal business on their anniversary date. Personal business days may be used in one (1) hour time blocks.
2. Request for personal business will be submitted on a time-off form provided by the department.
3. Request for personal business time should be submitted given with as much advanced notice as possible.

4. Request for Personal Business time less than two (2) hours prior to the end of the shift requires direct verbal contact with the shift Lieutenant.
5. Entitled but unused personal time will not be reimbursed to an employee upon leaving the Department employment.

### **Section B - Sick Leave**

1. Sick leave shall be considered a privilege which an employee may use at his/her discretion, but shall be allowed only in case of actual sickness or disability of the employee, or because of illness of his/her immediate family. Sick leave may also be used to meet dental appointments, or to take physical examinations or other sickness prevention measures, provided that the employee receives advanced approval from the Administrator.
  - a. Each employee shall be credited twelve (12) sick hours on the 1<sup>st</sup> day of each month.
  - b. Unused sick leave at the end of each contract year shall be paid off automatically. An employee may elect to carry over all of his/her sick time, or fifty percent (50%), and not receive payoff as long as written notification is received in the Chief's office by June 30<sup>th</sup> of that contract year. All sick leave payoffs shall be paid off at a rate of one hundred percent (100%) of the then hourly rate.
  - c. Employees may elect to carry their remaining sick time earned during this Agreement, forward and placed into a Long Term Disability (LTD) sick leave bank. An employee may utilize this bank to supplement payment when receiving a LTD payment, up to a maximum of one hundred percent (100%) of their base wages, or to qualify for long-term disability.
    - i. The LTD sick leave bank can only total one hundred (100) days and no more.
    - ii. The LTD sick leave bank will be paid off at the rate of fifty percent (50%) of the employee's then hourly rate of pay upon retirement or receiving a duty disability retirement and under no other circumstances.
  - d. On the third consecutive sick day used the employee must bring in a doctor's slip verifying an illness or injury. The employee will not be allowed to work until such time as the doctor's slip is submitted. The employee shall not be paid for time lost due to not submitting the doctor's slip.

### **Section C - Non-Duty Disability**

1. The City agrees to provide a Long Term Disability income plan which will provide the following benefits:
  - a. After thirty (30) calendar days of an illness or injury, a qualified employee shall receive benefits equal to eighty five percent (85%) of his/her hourly rate of pay at the time of injury for the first twenty-four (24) months without a maximum and then sixty-seven percent (67%) thereafter up to a maximum of three thousand dollars (\$3,000) per month. After (5) five consecutive work days of sick leave use, an employee may elect to use his/her sick leave in their reserve LTD sick leave bank to qualify for this benefit.
  - b. For eligible employees, payments from the City for the differential between eighty-five (85%) percent of pay and the amount covered by the disability insurance carrier will begin at the next full pay period after thirty-one (31) calendar days from the original disability, if

the employee has filed a proper application within seven (7) calendar days after the disability begins. Eligible employees may retain the checks issued by the long-term disability insurance carrier and are not required to turn these checks over to the City. The insurance carrier shall determine eligibility.

- c. Eligible employees shall receive disability income replacement benefits as provided in the insurance contract. The maximum benefit is to the employee's age 65. If an insurance product is not available to meet the benefit levels described in this Section the City and Union shall meet to discuss alternatives.
2. The City shall not pay nor will the employee earn the following benefits during the time the employee is receiving long term disability benefits;
    - a. Vacation leave
    - b. Personal leave
    - c. Unemployment compensation
    - d. Worker's compensation
    - e. Employer's contribution to the pension plan
    - f. Sick leave
    - g. Holiday Pay
  3. An employee who qualifies for FMLA leave due to his or her own disability or illness shall be entitled to continuation of medical coverage. The first twelve (12) weeks of leave shall be considered FMLA leave. The City shall pay the full cost of medical insurance premium during the FMLA leave period less the employee's regular contribution to premium. At the end of the FMLA leave, if the employee is unable to return to work due to his or her own disability or illness, the City shall pay the full cost of COBRA medical premium for the employee less the employee's regular contribution to premium, up to the maximum length of COBRA coverage (eighteen (18) months) available or until such time as COBRA coverage (eighteen (18) months) ceases. The FMLA coverage shall be included in the calculation of the eighteen (18) months COBRA coverage.
  4. If the employee is not eligible for FMLA leave yet is unable to work for the City due to his or her own disability or illness, the City shall pay the full cost of COBRA medical premium for the employee, up to the maximum length of COBRA coverage available or until such time as COBRA coverage ceases.
  5. If the employee goes on military leave, all payments and benefits shall cease during the period of the time the employee is on military leave.
  6. The benefits shall be offset against any statutory benefits the employee may receive, including the reimbursement to the City of any judgment or settlement the employee may receive which is associated with his/her disabling injury or illness. This provision shall remain even if the employee is no longer working for the City.

7. An employee returning from any medical leave of absence of any duration, or any other leave of absence which exceeds thirty (30) calendar days in duration, must successfully pass a physical examination by a City designated doctor in order to be reinstated to his/her position. In the event the employee disagrees with the opinion of the physician designated by the City, the employee shall have the right to have a physician of his/her own choice conduct a physical examination, at the employee's own expense. Should the employee fail to successfully pass the physical examination administered by the employee's doctor, the City shall have no obligation to reinstate the employee to his/her position. However, in the event the physician chosen by the employee determines that the employee has successfully passed the physical examination administered by him/her, and the City refuses to reinstate the employee to duty, and the employee desires to return to duty, then the employee shall submit to a physical examination at the University of Michigan Hospital, or St. Joseph Hospital, and must successfully pass that physical in order to be reinstated to his/her position. The employee and the City shall share equally the costs of the examination conducted at the University of Michigan or St. Joseph Hospital.
8. The City reserves the right to select the disability insurance carrier. The Association will be provided with a copy of the policy.

#### **Section D - Duty Disability Retirement**

1. Employees who the City determines are totally and permanently disabled as a result of a duty connected injury and are unable to perform any work for the Fire Department shall receive the following long-term benefits:
  - a. The City agrees to pay in the form of supplemental benefits, an amount, (when combined with workers' compensation or MERS duty disability pension), equal to eighty- five percent (85%) of the employee's wages as of the date of his/her disabling injury for the first two (2) years from the date of the injury or illness. The supplemental benefit is then reduced to seventy percent (70%). The supplement benefit will stop upon the employee reaching age sixty-five (65).
  - b. Employees who are in receipt of MERS duty disability pension shall receive medical benefits in the same manner and under the same conditions as an employee who receives a regular retirement.
  - c. If the employee redeems his/her workers' compensation benefit for a lump sum payment, then all benefits shall stop.
  - d. Employees receiving MERS duty disability pension payments shall not receive any benefits as provided for under the terms of this Agreement except for the medical benefits outlined above.
  - e. Employees who earn wages in other employment in excess of one hundred percent (100%) of their annual wage rate at the time they receive a duty disability retirement shall have their supplemental pay reduced dollar for dollar effective March 1" each year on a prorated monthly/annual basis. Employees who receive a disability retirement from MERS shall submit their tax returns to the City March 1 each year.

## Section E - Vacation Leave

1. All regular, full-time employees of the Fire Suppression Division shall earn vacation time at a rate consistent with the following schedule:
  - a. Completion of one (1) year of service; shall be granted (120) hours vacation per year.
  - b. Completion of two (2) years of service; shall be granted (144) hours vacation per year.
  - c. Completion of five (5) years of service; shall be granted (240) hours vacation per year.
  - d. Completion of ten (10) years of service; shall be granted (264) hours vacation per year.
  - e. Completion of twelve (12) years of service; shall be granted (288) hours vacation per year.
  - f. Completion of fourteen (14) years of service; shall be granted (312) hours vacation per year.
2. In the event an employee who is eligible for vacation with pay under one of the preceding subsections shall retire, resign, die or be terminated for other than just cause, he/she or his/her estate will, at the time of termination be paid;
  - a. For any unused portion of vacation time which has been granted to the employee on an annual basis as provided for above plus;
  - b. The prorated amount of the annual vacation time earned by the employee in the period between the last anniversary of his/her termination, based on full calendar months worked by him/her during that period.
3. For the purpose of defining "for each month worked during this period", employees hired the 1<sup>st</sup> through the 15<sup>th</sup> of the month, their prorated days will be figured to the end of the preceding month, and employees hired the 16<sup>th</sup> through the last day of the month, their prorated days will be figured to the first of the next month.
4. An employee who returns from military leave of absence shall be credited according to federal regulations.
5. Vacations will not be permitted in advance of the time such vacation is earned, that is, between one anniversary date and the next anniversary date.
6. Employees will determine vacation preference within each shift starting December 1<sup>st</sup>. Vacation bids will be done on a rotating basis starting with the most senior employee of each shift first.
7. Employees may bid up to four vacation days during the first round of bids.
8. Once an employee finished their first-round bid and passes to the next senior employee that employee may not bump or move vacation days during the rest of the bidding process.
9. Employees must use a minimum of 96 hours of vacation time during each contract year.

10. Once 96 hours of the employee's vacation time is scheduled the employee may elect to stop bidding on vacation days, and keep time banked to be used as a first come first serve basis.
11. By December 1<sup>st</sup> vacation bids will be submitted to administration for review, administration will post the vacation schedule no later than December 30'h.
12. An employee may change a vacation day after the schedule has been posted via a request in writing to administration.
13. One (1) employee may be allowed off on a shift on any combination of personal leave, vacation, or holiday time. Additional employees may be allowed off at the discretion of the Fire Department Administrator.
14. First come first serve request for time off, must be made twenty-four (24) hours prior to the start of the shift.
15. Individual employees are responsible to check the amount of time that they have available prior to submission to the Fire Department Administrator. Any employee taking time in excess of their allotted vacation time shall be subject to a "pay dock" and disciplinary action.
16. The City shall, annually, on the employee's anniversary date, pay to the employee all excess vacation time at his/her then rate of pay. Said excess payoff of vacation time shall only apply if the employee has utilized at least ninety-six (96) hours of his/her credited vacation time during the preceding twelve months. Request will be made in writing to the Administrator on the provided form.

#### **Section F - Bereavement Leave**

1. Employees in the Fire Suppression Division will be given up to three (3) work days (five (5) work days for employees in the Fire Prevention Division) to attend the funeral of a spouse, parent, spouse's parent, child, step-child, brother, brother-in-law, sister or sister-in-law with no mileage radius. Employees in the Fire Suppression Division will be given up to two (2) work days to attend a grandparent's or grandchild's funeral. Employees in the Fire Prevention Division will be given up to two (2) work days to attend a grandparent's or grandchild's funeral.

#### **Section G - Leaves of Absence**

1. Requesting Leave of Absence. Upon application to the Chief of the Department, leave of absence may be granted, without pay, to employees for thirty (30) calendar days. Requests for more than thirty (30) calendar days may be recommended by the Chief of the Department, but must be approved by the Mayor.
2. Reasons for Leave. Leaves may be granted by the City for the following reasons which are not all inclusive:
  - a. Employees who are reinstated in accordance with the Universal Military Training Act, as amended and applicable legislation may attend a recognized university, trade school or technical school for a period not to exceed their seniority. Written proof of school attendance must be submitted at the expiration of each semester.
3. Returning from Leave of Absence. When returning from any leave of absence, it shall be the obligation of the employee to notify the Chief of the Department and the Director of Human Resources five (5) calendar days before his/her return to work that he/she is ready, willing

and able to work, and at the time the employee returns to duty, he/she shall be obligated to produce to the Chief of the Department or the Chief's Designee a valid Michigan Operator's License and a valid EMT license.

4. Extension of Leave of Absence. A request for an extension of a leave of absence must be made fifteen (15) calendar days prior to the termination of the original or extension thereof. The Mayor, or his/her designee, agrees to give his/her answer, granting or denying the request for the extension, five (5) calendar days before the original or extended leave expires. Both the request for extension and the answer must be in writing.
5. Copies of Leaves of Absence. The President of the Association will be given copies of leaves of absences when granted.

## **ARTICLE 21 - INSURANCES**

### **Section A - Medical Coverage**

1. Effective July 1, 2013, the employee contribution for employees hired prior to July 1, 2011, shall be identical to the employee contribution for patrol officers hired prior to July 1, 2011. The City shall provide a Section 125 plan pertaining to this payroll deduction.
2. Effective July 1, 2013, the Employer shall provide the following alternatives for employees and their spouses and dependents.
  - a. Blue Cross PPO III
  - b. Blue Care Network HMO - closest equivalent plan in cost to PPO III
3. Effective July 1, 2013, or as soon thereafter as practicable, the prescription drug coverage for PPO III shall be a five dollar (\$5.00) co-pay for generic drugs, a forty dollar (\$40.00) co-pay for brand name drugs and an eighty dollar (\$80.00) co-pay for non-formulary drugs (drugs not in formula).
4. Effective July 1, 2013 or as soon thereafter as practicable, the prescription drug coverage for the HMO plan shall be ten dollar (\$10.00) co-pay for generic drugs and forty (\$40.00) co-pay for brand name drugs.
5. Waiver of Health Insurance: Effective July 1, 2013, employees of the bargaining unit may waive coverage under the PPO plan or the HMO plans and receive \$2,000 (two thousand dollars) as hereinafter provided.
  - a. If a member's spouse or dependent(s) are individually eligible for City coverage, a member who waives individual coverage and joins or remains covered by another person's City provided coverage shall not receive a waiver payment.
6. Health care premium co-pays for employees hired after January 1, 2012:
  - a. If an employee was originally hired under the federal SAFER grant, the employee will pay the same premium share as patrol officers hired prior to July 2011.

- i. If an employee was originally hired under the federal SAFER grant and subsequently laid off upon recall they will continue to pay two the same premium share as patrol officers hired prior to July 2011.
7. If an employee was not hired under a grant the employee will pay a share of twenty percent (20%). Employees who fail to advise the City within thirty (30) calendar days of changes in insurance eligibility (such as an employee getting divorced) shall pay the additional premium incurred by the City.
8. All members are included in the NVA Vision Plan for the employee, employee's spouse and dependent children.
9. All members are included in the Delta Dental Plan for the employee, employee's spouse and dependent children.
10. The City may offer additional Health Care provider options at its discretion.
11. Effective October 1, 2014, Article 21, shall be re-opened to discuss plans under the Affordable Care Act exchange or a private sector carrier such as Blue Cross.

#### **Section B - Worker's Compensation/On the Job Injuries**

1. In the event an employee is injured in the performance of his/her duties, and is covered by the applicable Worker's Compensation Laws, the employee will be paid the difference between worker's compensation benefits and full pay for a period not to exceed one (1) year, and the difference between workers' compensation benefits and 85% of full pay for the next year. No employee shall suffer a loss of sick time or benefits as a result of duty-related injuries. The City reserves the right to require an employee to work a light duty assignment when medically fit to do so.
2. This Section only applies to employees who are not eligible for a duty disability retirement and are expected to return to work.

#### **Section C - Indemnification Assurance**

1. The City will provide legal counsel and pay any costs and judgments that arise out of civil lawsuits filed against members of the Association alleging any act committed while the member was on duty and in good faith performance of his/her duties.

#### **Section D - Life Insurance**

1. The City will provide Forty Thousand Dollars (\$40,000) basic life policy and an additional accidental death benefit of Twenty Thousand Dollars (\$20,000) for a total of sixty thousand Dollars (\$60,000). The dismemberment benefit shall be as provided in the current insurance policy of the City.
2. Life Insurance for retirees shall be Ten Thousand Dollars (\$10,000).
3. Any death of a Department employee resulting from viral or bacterial infections that were reported in accordance with the exposure reporting policies of the Department or the death of any fire fighter resulting from the inhalation of smoke or gases while in the performance of their duties will be considered accidental.



## **ARTICLE 22 - PENSIONS**

**Definition:** All sections of this contract will be in compliance with MERS definitions as to service credit or credited service. MERS formulas to decide such service credit or credited service will be used. Any language regarding pensions within this contract which varies or differs from MERS definitions or formulas will be deemed null and void.

### **Section A - Employees Hired Prior To January 1, 2012**

1. The City shall provide pension benefits as required by MERS with a B-3 FAC 5 years V-10 with full retirement after twenty-five (25) years and age 55. The City shall provide that the regular retirement pension payable to the retirees shall be three percent (3.0%) of the final average compensation multiplied by the first twenty-five (25) years of service credited to the retiree. Each employee shall contribute by way of pre-tax payroll deduction the first ten percent (10%) of their compensation as defined by MERS as contributions to the MERS plan. The City shall contribute the balance of the necessary amount to fund the plan.
2. All employees who retire under the MERS pension plan or leave service with a duty related disability pension under the provisions of the MERS pension plan shall receive full health care coverage paid by the City for the retiree, his/her dependents, and spouse. Such health care insurance will be the same plan(s) then offered to current employees including optical and dental. The employee will be responsible for the premium cost for family continuation and sponsored dependent coverage.

### **Section B - Employees Hired after January 1, 2012**

1. The City shall provide pension benefits as required by MERS with a B-4 FAC 5 years V-10 with full retirement after twenty-five (25) years and age 55. The City shall provide that the regular retirement pension payable to the retirees shall be two and a half percent (2.5%) of the final average compensation, excluding overtime multiplied by the first twenty-five (25) years of service credited to the retiree. Each employee shall contribute by way of pre-tax payroll deduction the first ten percent (10%) of their compensation as defined by MERS as contributions to the MERS plan. The City shall contribute the balance of the necessary amount to fund the plan.

## **ARTICLE 23 - RETIREE HEALTH INSURANCE**

### **Section A - Employees Hired Prior to January 1, 2012**

1. Employees who take a Deferred Retirement are not eligible for City paid retiree health insurance.
2. In the event that the health insurance carrier offers a drug rider that is coordinated with Medicare-provided drug coverage, the City shall provide that drug rider, provided that there is no actual reduction in benefits to the retiree.
3. Employees who retire after October 1, 2005, with twenty-five (25) years of service shall receive health, dental and optical insurance based on the same level of coverage provided to active employees at any given time. When retirees and/or their spouse become eligible for Medicare, the City will provide Medicare Complementary coverage. Retirees shall pay the same percentage of premium cost-sharing as they paid as an active employee upon retirement.

4. The City or Union may reopen the contract for the purpose of negotiating a voluntary, irrevocable waiver (on an individual by individual basis) of retiree health insurance for employees hired prior to July 1, 2011. The City shall present, at a minimum, an outline of a proposed plan within ninety (90) calendar days after the execution of the 2013-2015 Collective Bargaining Agreement.

### **Section B - Employees Hired After January 1, 2012**

1. The City shall offer employees hired after January 1, 2012 a health care savings program funded by employee / employer contributions, in accordance with applicable IRS regulations. The City shall contribute one (1%) of base wage and the employee shall contribute two (2%) of base wage to the retiree health care savings program.

### **ARTICLE 24 - STATUTORILY REQUIRED EMERGENCY MANAGER LANGUAGE**

1. This Agreement adopts by reference any terms and conditions imposed by the State of Michigan, the Department of Treasury, Act 436 or any other regulation or law adopted by the State of Michigan.
2. The inclusion of this language or any language required under section 15(7) of the Public Employment Relations Act does not constitute an agreement by the Union to the substantive or procedural content of the language. In addition, inclusion of the language does not constitute a waiver of the Union's right to raise Constitutional and/or other legal challenge (including contractual or administrative challenges) to the validity of: (1) appointment of an Emergency Financial Manager; (2) PA 436 of 2012, as amended, Local Financial Stability and Choice Act ("the Act"); or (3) any action of an Emergency Financial Manager which acts to reject, modify or terminate the collective bargaining agreement. This Section shall immediately become null and void if that Act is stayed, reversed in a referendum, or ruled unconstitutional or reversed in a final decision by the Michigan Supreme Court, the Michigan Court of Appeals, or a federal court.

### **ARTICLE 25 - JOB DESCRIPTION COMMITTEE & JOB DESCRIPTIONS**

#### **Section A - Purpose**

1. Due to the downsizing of the Fire Department additional work load has been placed on the general duties of the fire fighters. A job description committee will be convened in order to ensure that duties are clearly defined for each job classification, and not to assign fire fighters extra responsibility, accountability, and duties without appropriate compensation.
2. Effective July 1, 2013, the City may assign bargaining unit members Fire and City Code enforcement duties, including writing ordinance violation tickets. Such assignment shall not result in additional compensation for any bargaining unit employee.

#### **Section B - Committee**

1. The City representatives will be the Human Resources Director, and the Fire Chief.
2. The Union representatives will be the Union President and Chief Negotiator.

### **Section C - Scope**

1. The committee will research and develop job descriptions that reflect the actual reasonable work that is performed by all Job classifications within the bargaining unit.

### **Section D - Time Frame**

1. The committee will meet for the first time by July 31, 2013 and continue to meet regularly until the job descriptions are complete.
2. A goal of August 31, 2013 has been set to complete the job descriptions.

### **Section E - Implementation**

1. Once the job descriptions are complete they will be included in the contract as Appendix A.
2. Once the job descriptions are complete the committee will stand idle, unless:
  - a. A new position is added to the fire department that affects the bargaining unit.
  - b. A change in operations effects the current job descriptions. This will cause the committee to reconvene discuss the effects the changes of operations had on the job descriptions and agree on changes to the job descriptions.


## **ARTICLE 26 - DRUG TESTING**

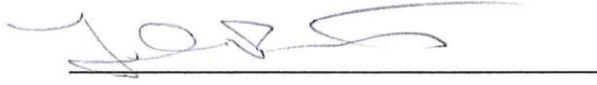
### **SECTION A - Drug Testing**


1. The City or Union may reopen the contract for the purpose of establishing a drug testing program.

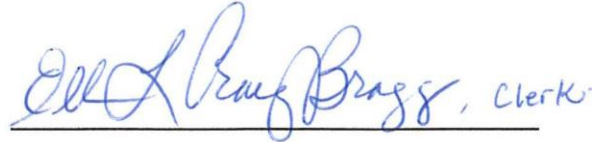
**INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS, LOCAL 4126**

**CITY OF ROMULUS**

  
\_\_\_\_\_  
President 4126

  
\_\_\_\_\_

  
\_\_\_\_\_  
CHIEF NEGOTIATOR

  
\_\_\_\_\_  
Clerk

**MEMORANDUM OF AGREEMENT**

The City of Romulus ("City") and the International Association of Fire Fighters, Local No. 4126, subject to ratification by the City Council and Union membership, agree as follows:

1. Article 21, Section A, subsection 6 shall be amended as follows:

Health care premium copays for employees hired after January 1, 2012:

- a. If an employee was originally hired under the 2010 federal SAFER grant, the employee will pay the same premium share as patrol officers hired prior to July 2011.
  - i. If an employee was originally hired under the 2010 federal SAFER grant and subsequently laid off upon recall \* \* \* he/she will continue to pay \* \* \* the same premium share as patrol officers hired prior to July 2011.
  - ii. If an employee was originally hired under the 2014 SAFER grant. he/she will pay the same premium share as patrol officers hired after July 1, 2011.

5. Article 13, Section 2 shall be amended as follows:

**Paid on call or part-time fire fighters:** Paid-on-call or part-time fire fighters may be scheduled to work absences by bargaining unit members that are known forty-eight (48) hours in advance; provided that the scheduling of paid-on-call or part-time fire fighters shall not reduce on-duty staffing by bargaining unit' members maintaining a ratio of 3:1 for two of the three shifts and for the remaining shift, two full- time non-probationary fire fighters will be maintained. Part-time fire fighters must have the same training level as a new full-time fire fighter (Fire fighter 2, Paramedic and Hazmat Operations Certifications). Part-time Fire fighters shall be terminated if a full-time fire fighter is laid off.

Romulus Fire Fighters  
Association, Local 4126

City of Romulus

\_\_\_\_\_  
Local President

\_\_\_\_\_  
Mayor Leroy Burcroff

\_\_\_\_\_  
Local Vice-President

\_\_\_\_\_  
City Clerk Ellen L. Craig-Bragg

Dated: \_\_\_\_\_

## **FIRE CAPTAIN**

FLSA: Non-Exempt

### GENERAL SUMMARY

Under the direction of the Fire Chief, an employee in this classification is in charge of a fire team involved in fire suppression and emergency medical services. In the absence of the Chief/Deputy Chief, this position is responsible for all fire operations. Considerable independent judgment and discretion is used in interpreting and carrying out departmental rules and regulations and in meeting emergency situations.

### PRINCIPAL DUTIES AND RESPONSIBILITIES

- Directs and participates in fire and non-fire related emergency situations, to include but not limited to fire, emergency medical and hazardous calls
- Plans and oversees maintenance of trucks, equipment and building
- Completes performance reviews on subordinate shift personnel and discusses these reviews with both the Fire Chief and the subordinate
- Directs and participates in department training, practice drills, preplanning sessions and educational programs
- Assists Fire Chief in establishing department policies and procedures, goals and objectives; also recommends to chief changes in regards to departmental policies and procedures
- Prepares and maintains a number of reports; (e.g., state fire incident report, officer's daily log, emergency medical reports)
- Maintains public relations with the community provides fire prevention classes, fire station tours Performs other related duties as assigned within general knowledge, skills and abilities set forth

### KNOWLEDGE, SKILLS AND ABILITIES

A high school diploma or equivalent, Fire fighter I and II Training and five years of progressively more responsible experience within the fire service. A current EMT Certification is required. The Fire Chief is authorized to grant exceptions for existing paid on-call Captains that conform to state requirements.

- A current ARC or AHA CPR Certification (BLS), AED and First Aid
- Knowledge of modern fire fighter techniques and methods
- Knowledge of the City geography and street system
- Decision-making skills in order to make quick and accurate decisions under pressure

- Supervisory skills in order to coordinate shift functions and work effectively with subordinate personnel
- Interpersonal skills to communicate effectively with co-workers and citizens
- Ability to prepare clear and concise reports
- Ability to operate fire fighting equipment and apparatus to include truck, hydraulics, hose and ladder
- Ability to establish and maintain effective working relationships with supervisors, subordinates, coworkers and the public
- Possess and maintain a valid Michigan Driver's License

PHYSICAL DEMANDS

The physical demands characterized here epitomize those that must be met by an employee to properly perform the integral functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

In order to properly perform the integral functions of this job, the employee is occasionally required to: sit, climb or balance; stoop, kneel, crouch or crawl. Frequently, the employee is required to stand, walk, use hands to finger, handle or feel objects and reach with hands and arms. It is crucial to the outcome of job tasks that the employee is able to: talk or hear, taste or smell extensively.

The employee in this classification will be required to lift objects of up to 50 pounds. Furthermore, occasionally the employee will be called upon to lift/move objects weighing more than 100 pounds. Vision requirements for this position include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

WORKING CONDITIONS

Exposed to hazards such as fire, smoke, intense heat, weather conditions, hazardous materials, and chemicals. Occupants of this position may sometimes be required to perform job duties in small, dark, enclosed areas and also from precarious heights.

AUTHORIZATIONS

\_\_\_\_\_  
David Allison, Fire Chief

\_\_\_\_\_  
Date

\_\_\_\_\_  
Leroy Burcroff, Mayor

\_\_\_\_\_  
Date

## **FIRE MARSHAL**

FLSA: Nonexempt

### GENERAL SUMMARY

This is a technical position involved in fire prevention, performing fire investigations and inspections, conducting training and coordinating the right to know programs. Reporting to the Fire Chief the employee in this position uses independent discretion and judgment in performing work within the guidelines set forth by statutory requirements, department policies and procedures.

### PRINCIPAL DUTIES AND RESPONSIBILITIES

- Performs fire prevention inspections and investigations on local city buildings to ensure compliance with codes and ordinances
- Investigates all fires to determine the cause and origin and participates in fire investigations when applicable
- Examines building plans for fire safety and provides information on fire suppression systems and approves sprinkler systems
- Interprets and enforces codes and ordinances; makes recommendations on changes to ordinances and regulations; sets occupancy loads for building
- Administers the Fire Fighter Right to Know and the Community Right to Know program
- Conducts departmental training sessions
- Assists in preparing the departmental budget Prepares technical and administrative reports
- Serves on committees and attends professional meetings and seminars in order to stay abreast of new developments and regulations
- Maintains public relations with the community and may speak to the public and groups regarding fire safety and prevention
- Answers inquiries and resolves citizen's problems regarding inspections, ordinances, zoning requirements
- Performs other related duties as assigned within general knowledge, skills and abilities set forth

### KNOWLEDGE, SKILLS AND ABILITIES

An Associate's Degree in fire science, public administration or related field from an accredited college or university, Fire fighter I and II Training, State Certified Fire Inspector and seven years



of progressively more responsible experience and training that would provide the following knowledge, skills and abilities:

- Knowledge of all aspects of fire prevention and fire cause and origin investigations.
- Knowledge of city buildings and related codes, zones and ordinances
- Knowledge of major types of building construction, materials and equipment
- Basic knowledge of the principals of chemistry, electricity and physics
- Knowledge of training techniques
- Knowledge of the Fire Fighter Right to Know programs
- Good verbal and written communication skills
- Ability to establish and maintain effective working relationships with supervisor, subordinates, coworkers and citizens
- Public speaking skills in order to effectively speak to groups and citizens
- Ability to understand and interpret plans, diagrams, blueprints and specifications
- Ability to make accurate decisions regarding the cause and origin of the fire

#### PHYSICAL DEMANDS

The physical demands characterized here epitomize those that must be met by an employee to properly perform the integral functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

In order to properly perform the integral functions of this job, the employee is occasionally required to: climb or balance, stoop, kneel, crouch, or crawl. Frequently, the employee is required to stand, walk, reach with hands and arms, and taste or smell. It is crucial to the outcome of job tasks that the employee is able to: talk or hear or use hands to finger, handle or feel objects on an extensive basis.

The employee in this classification will be required to lift object of up to 100 pounds. Furthermore, the employee will frequently lift objects of up to 50 pounds. Occasionally the employee will need to lift/move objects weighing up to 100 pounds. Vision requirements for this position includes close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

#### WORKING CONDITIONS

Exposed to hazards such as fire debris, intense heat, weather conditions, gases, hazardous materials, and chemicals. Occupants of this position may sometimes be required to perform job duties in small, dark, enclosed areas and also from precarious heights.

AUTHORIZATIONS

\_\_\_\_\_  
David Allison, Fire Chief

\_\_\_\_\_  
Date

\_\_\_\_\_  
Leroy Burcroff, Mayor

\_\_\_\_\_  
Date

## **FIRE LIEUTENANT**

FLSA: Non-Exempt

### GENERAL SUMMARY

This is supervisory work over a medium sized team of fire fighters. Work involves supervising, assisting in directing and participating in firefighting and E.M.S. activities. Reporting to the fire chief, employees in this position perform work exercising independent discretion and judgment within established department policies and procedures.

### PRINCIPAL DUTIES AND RESPONSIBILITIES

- Assists fire chief in directing and participates in fire and non-fire related emergency situations, to include but not limited to fire, emergency medical and hazardous calls
- Assists fire chief in planning and supervising the operation of a shift; coordinates shift functions, schedules work trucks, equipment and building, answers employee questions, resolves employee grievances
- Participates in the completing of performance reviews on subordinate shift personnel
- Assists in directing and participates in department training, practice drills, preplanning sessions and educational programs
- Participates in establishing department policies and procedures, goals and objectives
- Prepares and maintains a number of reports; (e.g., state fire incident report, officer's daily log, emergency medical reports, etc.)
- Maintains public relations with the community provides fire prevention classes and fire station tours Assists with Building Inspections based on knowledge and training
- Interprets and enforces codes and ordinances, provides written warnings and issues court appearance tickets for violations
- Performs duties of and functions as shift commander
- Performs other related duties as assigned within the general knowledge, skills and abilities set forth

### KNOWLEDGE, SKILLS AND ABILITIES

A high school diploma or equivalent, fire fighter I and II training and three years of progressively more responsible experience within the fire service. A current EMT certification is required.

- A current ARC or AHA CPR Certification (BLS), AED and First Aid Fire Officer I, II, III
- Knowledge of modern fire fighter techniques and methods Knowledge of the City geography and street system

- Decision making skills in order to make quick and accurate decisions under pressure
- Supervisory skills in order to coordinate shift functions and work effectively with subordinate personnel
- Interpersonal skills to communicate effectively with co-workers and citizens Ability to prepare clear and concise reports
- Ability to operate firefighting equipment and apparatus to include truck, hydraulics, hose and ladder
- Ability to carry equipment over 70 pounds and lift victims of 120 pounds
- Ability to establish and maintain effective working relationships with supervisors, subordinates, coworkers and the public
- Possess and maintain a valid Michigan driver's license

PHYSICAL DEMANDS

The physical demands characterized here epitomize those that must be met by an employee to properly perform the integral functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

In order to properly perform the integral functions of this job, the employee is occasionally required to: sit, climb or balance, stoop, kneel, crouch, or crawl. Frequently, the employee is required to stand, walk, use hands to finger, handle or feel objects and reach with hands and arms. It is crucial to the outcome of job tasks that the employee is able to: talk or hear; taste or smell extensively.

The employee in this classification will be required to lift objects of up to 70 pounds. Furthermore, occasionally the employee will be called upon to lift/move objects weighing more than 120 pounds. Vision requirements for this position include: close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

WORKING CONDITIONS

Exposed to hazards such as fire, smoke, intense heat, weather conditions, hazardous materials, chemicals and life threatening diseases. Occupants of this position may sometimes be required to perform job duties in small, dark, enclosed areas and also from precarious heights.

AUTHORIZATIONS

\_\_\_\_\_  
David Allison, Fire Chief

\_\_\_\_\_  
Date

\_\_\_\_\_  
Leroy Burcroff, Mayor

\_\_\_\_\_  
Date

## **FIRE FIGHTER/EMT**

FLSA: Non-exempt

### GENERAL SUMMARY

This is skilled fire fighter work in extinguishing fires, responding to emergency calls and performing emergency medical techniques in order to protect and minimize the loss of life and property. Assignments are received and are carried out under considerable judgment, initiative and skill in a variety of cases and must be able to act without direct supervision in completing work.

### PRINCIPAL DUTIES AND RESPONSIBILITIES

- Responds to fire alarms; analyzes situation at scene and operates accordingly; operates pumps; performs search and E.M.S. runs; extinguishes fire and ensures area is safe before leaving scene
- Responds to emergency calls and performs emergency work in both fire and non-fire situations; performs emergency medical techniques at scene and prepares follow-up reports on calls
- Restores and maintains trucks and equipment to ensure they are operational and ready for emergencies
- Participates continually in educational programs, training and practice drills; participates in EMT refresher course to maintain EMT certification
- Maintains public relations with the community; provides fire prevention classes and fire station tours Performs a number of housekeeping and maintenance duties in and around the fire station
- Assists with Building Inspections based on knowledge and training
- Interprets and enforces codes and ordinances, provides written warnings and issues court appearance tickets for violations
- Performs other related duties as assigned within knowledge, skills and abilities set forth

### KNOWLEDGE, SKILLS AND ABILITIES

A high school diploma, successful completion of Fire fighter I and II Training, completion of basic EMT with current valid state license. The Fire Chief is authorized to grant exceptions for paid on-call Fire fighters that conform to state requirements.

- A current ARC or AHA CPR certification (BLS), AED and First Aid
- Knowledge of human physiology

- Knowledge of modern fire fighter techniques and methods Knowledge of the city geography and street system
- Ability to establish and maintain effective working relationships with supervisors, coworkers and the public
- Ability to operate firefighting equipment and apparatus to include truck, hydraulics, hose and ladder Ability to carry equipment over 70 pounds and lift victims of 120 pounds
- Possess Hazardous Materials Certification (Operations level)
- Possess and maintain a valid Michigan Driver's License

PHYSICAL DEMANDS

The physical demands characterized here epitomize those that must be met by an employee to properly perform the integral functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

In order to properly perform the integral functions of this job, the employee is occasionally required to: sit, climb or balance, stoop, kneel, crouch, or crawl. Frequently, the employee is required to stand, walk, use hands to finger, handle or feel objects and reach with hands and arms. It is crucial to the outcome of job tasks that the employee is able to: talk or hear; taste or smell extensively.

The employee in this classification will be required to lift objects of up to 70 pounds extensively. Furthermore, occasionally the employee will be called upon to lift/move objects weighing more than 120 pounds. Vision requirements for this position include: close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

WORKING CONDITIONS

Exposed to hazards such as fire, smoke, intense heat, weather conditions, hazardous materials, chemicals and life threatening diseases.

AUTHORIZATIONS

\_\_\_\_\_  
David Allison, Fire Chief

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Date

\_\_\_\_\_  
Leroy Burcroff, Mayor

\_\_\_\_\_  
Date