

# **COLLECTIVE BARGAINING AGREEMENT**

**CITY OF TRENTON**

**AND**

**TRENTON FIRE FIGHTERS UNION**  
**LOCAL 2701**  
**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**

**JULY 1, 2018 - JUNE 30, 2021**

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## **AGREEMENT**

This Agreement is entered into by and between the City of Trenton, hereinafter referred to as the "City" and Local #2701, International Association of Fire Fighters, also known as the Trenton Fire Fighter Union hereinafter referred to as the "Union", was ratified by the Union on May 29, 2018, and approved by the City Council of the City of Trenton by resolution on June 4, 2018.

IT WITNESSETH:

This Agreement shall be effective the 1<sup>st</sup> day of July, 2018, and shall remain in full force and effect through the 30<sup>th</sup> day of June, 2021.

### **ARTICLE I PURPOSE AND DEFINITIONS**

#### SECTION 1. PURPOSE

The parties hereto have entered into this Agreement, to incorporate understandings previously reached, and other matters into a formal Contract; to promote harmonious relations between the City and the Bargaining Union, in the best interests of the Community; to improve the public fire fighting service; and to provide an orderly and equitable means of resolving contract differences between the City and the Union. It is the intent and purpose of this Agreement to set forth and establish the general policy of the City on personnel and procedures, rates of pay and hours of work; and to provide a method for the redress of any grievances the employees may have by virtue of this supplemental Agreement or otherwise.

#### SECTION 2. DEFINITIONS

- A. "City" shall include the elected or appointed representatives of the City of Trenton, Michigan.
- B. The Union shall include the officers or representatives of the Union. Whenever the singular number is used, it shall include the plural.
- C. "Fire Chief" shall include the Fire Chief, the Director of Police & Fire Services, or their designee.

### **ARTICLE II RECOGNITION**

Pursuant to and in accordance with all applicable provisions of ACT 336 of the Public Acts of Michigan of 1947, as amended, the City does hereby recognize the Trenton Fire Fighters Union, Local 2701, International Association of Fire Fighters, AFL-CIO, as the sole and exclusive representative for the purpose of collective bargaining, in respect to rates of pay, hours of employment, and other terms and conditions of employment for all employees of the Trenton Fire Department with the persons holding the following positions excluded therefrom:

- Fire Chief
- Deputy Chief
- Fire Marshal
- Fire Inspector/Training Officer
- Clerical

**ARTICLE III  
PAYROLL DEDUCTION OF UNION DUES**

**SECTION 1.**

The City agrees to deduct dues and assessments in an amount certified to be correct by the Secretary or Treasurer of the Union from the pay of those employees who individually request in writing that such deductions be made. The total amount of deductions shall be remitted by the City to the Treasurer of the Union. This authorization shall remain in full force and effect during the term of this Agreement.

**SECTION 2.**

In case a deduction is made which duplicates a payment an employee already has made to the Union, or where a deduction is not in conformity with provisions of the Union Constitution and Bylaws, refund to the employee will be made by the Union.

**SECTION 3. LIMIT OF EMPLOYER'S LIABILITY**

The Employer shall not be liable to the Union by reason of requirements of this Agreement for remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

**SECTION 4.**

The Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with Sections 2 and 3.

**SECTION 5.**

Within thirty (30) days of the date of execution of this Agreement or the date of hire, whichever is later, any present or future employee who is not a member of the Union shall, as a condition of employment, pay the Union a monthly service charge equal to the amount of Union Dues and/or assessments as a contribution toward the administration of this Agreement.

**ARTICLE IV  
RIGHTS OF THE EMPLOYER**

There is reserved exclusively to the City all responsibilities, powers, rights and authority vested in it by the laws, and constitution of Michigan and the United States or which have been heretofore properly exercised by it, excepting where expressly and in specific terms limited by the provisions of the Agreement. It is recognized by the parties that the government management of the City, the control and management of its properties, and the maintenance of municipal functions and operations are reserved by the City and that all legal prerogatives of the City shall be paramount and be solely the City's right and responsibility; provided, however, the City agrees to negotiate any changes in personnel policies related to hours, wages and working conditions not described in this Article, of any members of the Union.

Except as this Agreement otherwise specifically and expressly provides, the Employer retains the sole and exclusive right to plan, manage, direct, and operate all its operations, services, and activities. Among the rights of management, included by way of illustration and not by way of limitation, are the right to: determine the organization of the Department, the number of employees, and their work functions; to add or eliminate jobs; to leave positions vacant or change the number of employees assigned to a particular job; to schedule and assign; to require employees to respond in an emergency situation; to hire, suspend, demote, discipline or discharge employees for cause; upon fourteen (14) days' notice to the Union, to establish and revise rules, regulations, policies and procedures regarding permissive subjects of bargaining, and to determine penalties for violations of such rules; to discontinue, combine, or reorganize any or all parts of its operations and services; to control, direct, and supervise all equipment; and to otherwise maintain order and efficiency.

Where permissive subjects of bargaining are concerned, after affording the Union an opportunity to negotiate with the City over any new rule or regulation, or amendment to an existing rule or regulation, dealing with the subject of position responsibilities, general work rules, and offenses and penalties therefore, the City may implement any such rule or regulation or amendment thereof. If, in the opinion of the Union, any such rule, or regulation, or amendment thereof is unreasonable, the Union may grieve the reasonableness of the rule or regulation or amendment thereof as well as its application by submitting it to arbitration under Step IV of Article X, Grievance Procedure. No such rules or regulations shall become effective until at least thirty (30) calendar days after announcement.

This Agreement shall supersede any rules or regulations inconsistent herewith.

## **ARTICLE V NO-STRIKE CLAUSE**

During the life of this Agreement the Union will not cause, nor permit its members to cause, nor will any members of the Union take part in a strike or any concerted effort to diminish the quality or quantity of the work performed by members of the Union. In the event of any of the above violations of this Article, the City will take immediate disciplinary action against the employees involved. The City will not lock out employees during the term of the Agreement.

## **ARTICLE VI RIGHTS OF THE EMPLOYEE**

### **SECTION 1. GENERAL**

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

### **SECTION 2.**

Union representatives shall be afforded time off, during working hours, without loss of pay, to fulfill their Union responsibilities of contract negotiations, grievance processing, and the administration of this Agreement. Overtime shall not result from the fulfillment of such Union responsibilities unless it is approved in advance by the Fire Chief.

Two designated Union representatives, but no more than one designated Union representative per shift, shall be afforded reasonable time off, during working hours, without loss of pay, to attend educational meetings and district meetings if time is available under normal scheduling and subject to the approval of the Fire Chief, providing no overtime is required.

Subject to shift complement and approval of the Fire Chief, up to two representatives of the Union, but no more than one designated Union representative per shift, may attend the following functions without loss of pay, not to exceed a combined total number of one hundred twenty (120) hours per fiscal year:

- International Fire Fighters Convention (Even years in August)
- Michigan Professional Fire Fighters Union Convention (Even years in May/June)
- IAFF Redmond Health & Safety Symposium (Odd years in August)

The Union shall request time off for these functions no later than March 1<sup>st</sup> of the year the event is scheduled. This time will be reserved on the leave day schedule by the Chief or his designee after the first round (H-days) and second round (vacation picks) of scheduled time off are completed. Time off shall only be granted during the actual dates and/or times of the event.

If the convention, seminar, symposium or other approved event is held in Wayne County or a bordering county, paid release time may only be approved for the time of the event plus travel time. In the event a Union representative who was granted paid release time wishes to not return to duty for the remainder of his/her shift as provided above, that employee may substitute accrued leave time (excluding sick leave) for the remainder of their shift provided such request is approved in advance by the Chief or his designee.

### SECTION 3. BULLETIN BOARDS

The City will furnish the Fire Department a bulletin board to be used by the employees to post their Union notices and information pertaining to the Fire Department and these bulletin boards, or anything posted thereon, will not be disturbed by an official of the City, with the President of the Union or his designee responsible for the content thereof.

### SECTION 4.

The City shall allow the Union to schedule meetings on Fire Department property, insofar as such meetings are not disruptive of the duties of the employees or the efficient operation of the Department.

## **ARTICLE VII MISCELLANEOUS**

Employees shall be given fourteen (14) calendar days' notice prior to any shift change. If the above notice is not given then the employee will be compensated at time and one-half (1½) for his/her first day worked on the new shift. This language shall not apply in the event of a promotion, a voluntary move by the affected employee, or to probationary employees.

No employee shall be required to do special skilled work, usually performed by a skilled tradesman, for example-but not limited to-electrician, plumber, carpenter or painter. The ordinary housekeeping as presently performed, maintenance of grounds and equipment such as cutting grass, shoveling snow, painting of equipment and general housekeeping repairs shall continue.

Ordinary housekeeping and normal training functions shall be completed between 8:00 a.m. and 4:00 p.m. This does not restrict specialized training which may be scheduled at appropriate times on an employee's scheduled work day.

## **ARTICLE VIII OTHER AGREEMENTS**

The City shall not enter into any collective bargaining agreements with its employees individually or collectively or with any other organization which in any way conflicts with the provisions of this Agreement.

The Fire Department Standard Operating Guidelines Manual of rules and regulations promulgated by management shall continue to be in effect at the time of this Agreement, but shall be subject to modification and amendment by the Fire Chief and/or City Administration. Any modifications and/or amendments shall be submitted by the Fire Chief to the Union Executive Board prior to implementation.

## **ARTICLE IX REPRESENTATION**

All employees covered by this Agreement will be represented for the purpose of grievance procedure and negotiations by a committee composed of no more than four (4) members of the Union. This committee shall be chosen in any manner seen fit by the Union and a letter of authorization from the Union President naming such representatives will be given to the City when the changes in representatives take place.

The Chief or his designee shall also recognize three (3) shift stewards as representatives of the Union.

## **ARTICLE X GRIEVANCE PROCEDURE**

### **SECTION 1.**

Any grievance or dispute which may arise between the parties which is claimed to be a violation, misapplication, or misinterpretation of this Agreement shall be resolved in the following manner:

Step I        The employee allegedly aggrieved shall first discuss his/her complaint with the Fire Chief with or without his/her steward, and both parties shall make every effort to satisfactorily settle the complaint. The steward may be allowed time off without loss of pay to investigate a grievance that may arise from this Agreement, providing no overtime is created. This privilege shall not be abused.

Grievances affecting a large number of employees may be treated as a policy grievance and entered at Step II by the Executive Board of the Union.

Step II        If the dispute is not settled orally with the Fire Chief, the employee and/or Steward shall present the grievance in writing to the Director of Police and Fire Services or designee within ten (10) calendar days after the grievance occurs or after knowledge of its occurrence. The written grievance shall set forth the nature of the Agreement that the Union claims has been violated, and the specific remedies the Union seeks. The employee or employees allegedly aggrieved must sign the grievance before it will be processed. The Director of Police and Fire Services or designee shall have fifteen (15) calendar days in which to answer in writing.

Step III       If the grievance is not settled at Step II of the procedure, the Union shall submit the grievance to the City Administrator or Human Resources Director, with a copy to the Fire Chief and Director of Police and Fire Services, within ten (10) calendar days after the Director of Police and Fire Services or designee's answer is received. The City Administrator or Human Resources Director shall respond within thirty (30) calendar days after receipt of the grievance.

Step IV        If the grievance is still unsettled, either party may, within sixty (60) calendar days after the reply of the City Administrator or Human Resources Director, by written notice to the other, request arbitration.

The Arbitration proceeding shall be conducted in accordance with policies and procedures of the Michigan Employment Relations Commission. The arbitrator's decision will be in writing and will set forth findings of facts, reasoning and conclusions on the issue submitted. The power of the arbitrator stems from this Agreement and the Arbitrator's function is to interpret and apply this Agreement and to pass upon alleged violations thereof. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall the arbitrator have power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the Employer, the Union and the grievant, provided that the arbitrator shall not insert his/her judgment, wisdom, or reasoning for that of the Employer or the Union.

The costs for the arbitrator's services, including expenses, if any, shall be borne equally by the parties. Each party shall pay for its own expenses.

### **SECTION 2. TIME LIMIT**

No grievance shall be processed unless it is presented within ten (10) calendar days of its occurrence or knowledge of its occurrence. The time limits set forth above in Step I through Step IV may be extended for good cause shown or mutual consent of the parties.

Failure of the Union to abide by the time limits set forth in Step I through Step IV above shall be considered an abandonment of the grievance. Failure of the Employer to abide by the time limits set forth in Step I through Step IV shall be considered a granting of the grievance without prejudice.

**ARTICLE XI  
WAGES**

**SECTION 1. DETAILED ANNUAL WAGE SCHEDULES**

Across the board wage adjustments as follows:

July 1, 2018	2.0% increase
July 1, 2019	2.0% increase
July 1, 2020	1.0% increase

**July 1, 2018 - 2.0% increase**

Rank	Annual Salary	Bi-Weekly Salary	Daily Rate	Hourly Rate
CAPTAIN	\$78,905.50	\$3,034.83	\$728.36	\$30.3483
LIEUTENANT	\$74,865.23	\$2,879.43	\$691.06	\$28.7943
SERGEANT	\$71,979.31	\$2,768.43	\$664.42	\$27.6843
ENGINEER	\$68,516.23	\$2,635.24	\$632.46	\$26.3524
ENGINEER	\$67,985.88	\$2,614.84	\$627.56	\$26.1484
(less than 5 years of dept. seniority)				
<b>FIRE FIGHTER:</b>				
6 year	\$65,052.85	\$2,502.03	\$600.49	\$25.0203
5 year	\$61,219.37	\$2,354.59	\$565.10	\$23.5459
4 year	\$57,385.90	\$2,207.15	\$529.72	\$22.0715
3 year	\$53,552.42	\$2,059.71	\$494.33	\$20.5971
2 year	\$49,718.95	\$1,912.27	\$458.94	\$19.1227
1 year	\$45,885.47	\$1,764.83	\$423.56	\$17.6483
Start	\$42,052.00	\$1,617.38	\$388.17	\$116.1738



**July 1, 2019 - 2.0% increase**

Rank	Annual Salary	Bi-Weekly Salary	Daily Rate	Hourly Rate
CAPTAIN	\$80,483.61	\$3,095.52	\$742.93	\$30.9552
LIEUTENANT	\$76,362.53	\$2,937.02	\$704.88	\$29.3702
SERGEANT	\$73,418.90	\$2,823.80	\$677.71	\$28.2380
ENGINEER	\$69,886.55	\$2,687.94	\$645.11	\$26.8794
ENGINEER	\$69,345.59	\$2,667.14	\$640.11	\$26.6714
(less than 5 years of dept. seniority)				
FIRE FIGHTER:				
6 year	\$66,353.90	\$2,552.07	\$612.50	\$25.5207
5 year	\$62,443.76	\$2,401.68	\$576.40	\$24.0168
4 year	\$58,533.62	\$2,251.29	\$540.31	\$22.5129
3 year	\$54,623.47	\$2,100.90	\$504.22	\$21.0090
2 year	\$50,713.33	\$1,950.51	\$468.12	\$19.5051
1 year	\$46,803.18	\$1,800.12	\$432.03	\$18.0012
Start	\$42,893.04	\$1,649.73	\$395.94	\$16.4973

**July 1, 2020 – 1.0% increase**

Rank	Annual Salary	Bi-Weekly Salary	Daily Rate	Hourly Rate
CAPTAIN	\$81,288.44	\$3,126.48	\$750.35	\$31.2648
LIEUTENANT	\$77,126.16	\$2,966.39	\$711.93	\$29.6639
SERGEANT	\$74,153.08	\$2,852.04	\$684.49	\$28.5204
ENGINEER	\$70,585.42	\$2,714.82	\$651.56	\$27.1482
ENGINEER	\$70,039.05	\$2,693.81	\$646.51	\$26.9381
(less than 5 years of dept. seniority)				
FIRE FIGHTER:				
6 year	\$67,017.44	\$2,577.59	\$618.62	\$25.7759
5 year	\$63,068.20	\$2,425.70	\$582.17	\$24.2570
4 year	\$59,118.95	\$2,273.81	\$545.71	\$22.7381
3 year	\$55,169.71	\$2,121.91	\$509.26	\$21.2191
2 year	\$51,220.49	\$1,970.02	\$472.80	\$19.7002
1 year	\$47,271.22	\$1,818.12	\$436.35	\$18,1812
Start	\$43,321.97	\$1,666.23	\$399.90	\$16.6623

<u>Rank (Certification required)</u>	<u>Move-up Rate of Pay without Certification</u>
Captain (without Fire Officer I, II, and III)	\$ 0.60 per hour below maximum
Lieutenant (without Fire Officer I and II)	\$ 0.40 per hour below maximum
Sergeant (without Fire Officer I)	\$ 0.40 per hour below maximum
Engineer (less than 5 years of dept. seniority)	\$ 0.20 per hour below maximum

For all employees hired after July 1, 2012, until such time as they permanently attain the position of Fire Fighter 1, they will only be eligible to move up in pay one step increase over their current wage rate. Upon permanently attaining the position of Fire Fighter 1, these employees will be paid for the grade to which they move up.

**SECTION 2.**

Effective July 1, 2009, the rate of pay for an EMT Specialist will be \$2,000 below that of full pay for each rank.

All Fire personnel hired after September 21, 1998, shall maintain a valid State of Michigan EMT License at a minimum of their current level of certification as a condition of continued employment. Any employee hired after September 21, 1998, whose license is revoked or not in effect for any reason, may be terminated upon exhaustion of a licensure appeals process or twelve (12) months, whichever comes first.

All Fire personnel must attend license recertification courses that are required by the Michigan Department of Public Health. These recertification courses will be offered on an annual basis by the Fire Department. If Fire personnel cannot or do not attend the necessary course sessions for any reason, the individual will be required to obtain recertification on their own time and at their own expense. In cases of extenuating circumstances, the Fire Chief may grant an exception to the requirement to obtain on the employee's own time and at their own expense.

**SECTION 3.**

Effective July 1, 2019, employees covered by this Agreement who have obtained a Bachelor's Degree from an accredited college or university and have successfully completed either a two week residence course at the National Fire Academy (and curriculum as approved by Fire Administration) or Staff and Command, shall receive a supplemental payment of two percent (2%) of their base rate of pay for all hours worked (see Section 1).

**SECTION 4.**

An employee whose job is abolished shall be entitled to the classification for which his seniority warrants.

**SECTION 5.**

In order for an employee to be eligible to move up and accept the responsibilities and carry out the duties of a rank above that which the employee holds, the employee must meet the minimum standards and qualifications of the higher rank as stated in the job description.

An employee will be compensated at the rate of the higher rank for all hours worked during that shift in the higher rank. Move up pay to the officer rank will reflect the employee's Fire Officer Certification level.

**SECTION 6.**

Union employees cannot expect to fill vacancies of supervisory or non-union positions and non-union or supervisory employees cannot expect to fill vacancies of union positions. In the event of a vacancy, if the City determines the non-union, administrative position is to be filled, it will be filled with an employee of the Trenton Fire Department provided that in the sole determination of the City, there is a qualified candidate(s).

If such a non-union, administrative position is to be filled and the nature of the job responsibilities align with the Fire Inspector/ EMS Coordinator position that previously existed, the Letter of Agreement dated July 21, 2017 shall serve as a template for filling and compensating the position.

Nothing within this language shall diminish or waive the City's rights provided under Article 4, Rights of the Employer.

## **ARTICLE XII HOURS**

### SECTION 1.

Effective January 1, 1986, members shall be scheduled to work an average of 56 hours per week on a three platoon system which shall begin each day at 8:00 a.m. and end the following day at 8:00 a.m. The work schedule shall be as prescribed by Act 125, Michigan Public Acts of 1925, as amended by Act 115, Michigan Public Acts of 1965 as amended. Each member of each platoon shall receive a mandatory leave day to be taken during each twenty-eight (28) day period, by which the work week will be effectively reduced to 50 hours per week. The mandatory leave day will be selected in accordance with the Fire Department Standard Operating Guidelines Manual.

The hourly rate for purposes of overtime and move-up will be based upon the annual wage divided by 2600 hours, effective April 1, 1993. Scheduled hours actually worked in excess of 216 hours in a 28 day period (cycle) will be paid at the rate of time and one half at the hourly rate applicable.

The 28-day periods shall begin October 1, 1983, and shall continue in a consecutive manner.

### SECTION 2. CALL-OUT TIME

Employees shall be paid a minimum of four (4) hours, or time and one-half times the actual hours worked, whichever is the greater.

Employees called in to work on holidays specified in Article XVII, Section 1, will be compensated at the rate of Double time the actual hours worked, or a four (4) hour minimum, whichever is greater.

### SECTION 3. TRADING OF DAYS

An employee shall be permitted to voluntarily trade work or leave days in whole or in part, with another employee. Trading employees will be responsible for assurance that they possess departmental abilities to fill in for each other. All traded time shall be repaid with time. Employees shall not be permitted to purchase for value or to contract the services of another to provide coverage of any assigned shift. The City shall not be liable for any additional wage or overtime obligation as a consequence of employees trading time. Trading of time will not be allowed during periods of pre-scheduled mandatory training. Trading of time will only be permitted during an employee's probationary period if approved in advance by the Chief.

### SECTION 4. COMPENSATORY TIME

- A. Employees may elect to receive compensatory time off at the rate of time and one-half (1½) in lieu of overtime compensation. Compensatory time can be accrued to a maximum of one hundred and twenty (120) hours. If an employee has more than one hundred and twenty (120) hours of compensatory time on the books they are not eligible to receive compensatory time in lieu of overtime compensation.
- B. Compensatory time may be utilized on an hourly basis as needed by employees, subject to prior approval by the Fire Chief or designee. If a request for utilization of compensatory time is approved by the Fire Chief or designee, and such use of time reduces the manpower complement to a level that necessitates the scheduling of or a call-in for overtime, the employee will have the total hours required to fill their absence charged against their compensatory time bank.
- C. Compensatory time must be used prior to separation of employment.

**ARTICLE XIII  
TRAINING COMPENSATION**

Any part of the following Compensation Training Schedules are subject to modification as a result of litigation and Federal or State law changes.

1. Attendance at courses, classes, meetings or seminars on off-duty time requested by the Chief.
  - A. Compensation at time and one-half (1½ ) for actual classroom hours of attendance.
  - B. Compensation does not include travel time or lunch hour. Compensation for a meal break will only be paid when such time is a scheduled part of the training program.
  - C. Verification of all classroom hours shall be mandatory.
  - D. Course fees and expenses will be covered.
  - E. Travel will be by Departmental vehicle or if by personal vehicle, reimbursement is at the prevailing city-approved rate per mile.
2. Individuals may attend other classes or training on their own time. This training may, or may not, be paid for by the Department.
3. In no case shall there be compensation beyond normal pay for course hours attended during a scheduled work period. Personnel attending outside sponsored training during duty hours will be required to return to duty as soon as possible.
4. Manpower requirements will take precedence over attendance at outside training sessions. Attendance at outside training sessions shall be as determined by the Fire Chief or designee.
5. Subject to approval of the Fire Chief, employees shall be entitled to receive overtime pay for department approved training programs and certifications.

**ARTICLE XIV  
LONGEVITY PAY**

Any employee with five (5) years of continuous employment with the City shall receive Five Hundred Dollars (\$500.00) and an additional Fifty Dollars (\$50.00) for each year of service thereafter without limitation. Longevity will be payable on the payroll cycle following the employee's anniversary date.

If a terminated employee is rehired, he shall receive longevity pay according to his date of rehire, not his original hiring date.

Effective July 1, 2012, longevity pay shall be eliminated for employees hired after this date.

**ARTICLE XV  
INSURANCE BENEFITS**

**SECTION 1. LIFE INSURANCE**

The City will furnish to each employee covered by this contract group life insurance with the addition of an accidental death and dismemberment rider to the nearest One Thousand Dollars (\$1,000.00) of their base salary fully paid by the City through the City's group insurance. The employee may elect supplemental insurance coverage through the City's group insurance carrier subject to the plan's provisions, but this additional cost must be paid by the employee.

**SECTION 2. HOSPITALIZATION INSURANCE**

- A. Employees shall be provided with Community Blue PPO, Option 3, with a \$20 office visit and chiropractic co-pay, no annual maximum on covered preventative care services provided In-Network, or equivalent coverage through another carrier. (Appendix A)

**PRESCRIPTION DRUGS**

The prescription drug co-pay per prescription shall be \$10 generic, \$30 preferred brand name, \$50 for non-formulary and specialty drugs. A mail order program shall provide up to a 90 day supply of a maintenance drug at the cost of two (2) co-pays (currently \$20.00 generic, \$60.00 brand name, and if applicable, \$100.00 for non-formulary and specialty drugs).

- B. **OPT-OUT PROVISION**

Employees who are eligible to be covered by insurance through their spouse’s employer, or elsewhere, may opt-out of the City’s health and prescription drug insurance and receive \$250.00 per month in lieu of coverage. If such an election is made and the employee’s eligibility for the alternative coverage ceases for any qualifying reason, the employee and their eligible dependents may immediately re-enroll into the City’s health insurance plan then available. The opt-out payment will be made in arrears on the first payroll of each month. An employee may receive the monthly opt-out payment as a taxable, cash benefit, or they may elect to deposit the payment into their deferred compensation account. The opt-out payment shall not be considered as income for fringe benefit purposes (including, but not limited to, pension contributions, computation of final average compensation, or determination of salary for life insurance).

Effective January 1, 2019, employees who are eligible to be covered by insurance through their spouse’s employer, or elsewhere, may opt-out of the City’s health and prescription drug insurance and receive an amount equivalent to the premium sharing amount that would apply for the level of coverage being waived. In the event an employee electing to opt-out is covered by insurance through the City of Trenton, either as a spouse or dependent, the opt-out rate for single coverage shall apply.

**SECTION 3. DENTAL**

The City will provide and pay the cost of a Full Family Dental Insurance program as follows:

	DPO Member Dentist <u>Delta Dental Pays</u>	Non-Participating Dentist <u>Delta Dental Pays</u>
<b><u>Class I Benefits</u></b>		
Diagnostic Services	100%	80%
Preventative Services	100%	80%
Emergency Palliative Services	100%	100%
<b><u>Class II Benefits</u></b>		
Radiographs	80%	80%
Oral Surgery	80%	80%
Minor Restorative Services	80%	80%
Periodontics	80%	80%
Endodontics	80%	80%
<b><u>Class III Benefits</u></b>		
Prosthodontics	75%	75%
Major Restorative Services	75%	75%
<b><u>Class IV Benefits</u></b>		
Orthodontics (to age 19)	50%	50%

**Deductible Limitations** – None

**Maximum payment** – \$1,000.00 per person total per calendar year for Class I, Class II and Class III Benefits. Delta Dental’s payment for Class IV benefits will not exceed a lifetime maximum of \$1,200.00 per eligible person.

#### SECTION 4. OPTICAL

The City will provide the cost of the Full-Family plan as set forth in the policy for a comprehensive optical insurance plan allowing for full vision care subject to a Ten Dollar (\$10.00) deductible at all participating optometrists.

#### SECTION 5.

The City shall continue for the surviving spouse and for any minor dependent children of a deceased employee who was not eligible for a pension the same hospital, dental and optical insurance policies. Such coverage shall cease after five (5) years, or earlier upon remarriage of the surviving spouse. This coverage is not available if the surviving spouse or children are eligible for equivalent insurance coverage elsewhere.

#### SECTION 6. PREMIUMS

Employees shall pay 20% of the illustrative rates for medical and prescription drug insurance coverage.

#### SECTION 7.

The City shall provide health and prescription drug insurance benefits for up to thirty (30) days after an employee is laid off from the City of Trenton, or until such time as the employee is otherwise eligible for insurance benefits, whichever is sooner. Such coverage will be equivalent to that provided to active employees, and subject to the same deductibles and co-pays.

#### SECTION 8.

The effective date of all insurance policies shall be the next eligible enrollment date after the ratification of this contract by the Union and the City.

#### SECTION 9. RETIREE INSURANCE BENEFITS

##### A. HEALTH INSURANCE.

The City shall provide health insurance for all retired employees, widows, widowers, subject to the eligibility provisions of this Article. Coverage will continue for a retiree's widow or widower until such time as they remarry, or otherwise become eligible for equivalent health insurance. This shall be for the duration of the contract. This coverage will be for the retired employees and their spouse at the time of retirement (benefits will cease for the spouse in the event of a divorce), and dependent children until they reach the age of 19. No retiree may add a spouse and/or dependent child after their date of retirement.

Effective July 1, 2005, retiree health insurance and prescription drug benefits shall mirror those provided to active employees. Plans offered and benefit levels, co-pays and deductibles shall be subject to modification through collective bargaining. Benefits will also require the same premium contributions as those made by active employees (if applicable). A minimum of ninety (90) days advance notification will be provided before any changes in benefits will be implemented.

Eligible retirees are responsible for, and required to pay the full cost of, any coverage through Medicare for which they are eligible. Any Medicare premium amount a Retiree and eligible spouse (if applicable) are responsible for paying shall be offset against the total cost sharing amount owed to the City.

Should a member exceed the lifetime maximum cap contained in the BC/BS Community Blue program, the retiree would be remanded back to the Traditional health insurance (or a similar plan with equivalent benefit levels).

##### Employees hired after July 1, 2016:

Effective for all employees hired after July 1, 2016, employees shall no longer be entitled to retiree health care at any cost to the City. Health Care Savings Program (HCSP) accounts through Municipal Employees' Retirement System (MERS) shall be established for all new hires after July 1, 2016. The HCSP's will be funded with a mandatory employee contribution of 2.0% of base wage, to be matched with a City contribution of 2.0% of base wage. HCSP contributions, roll-overs and disbursements must comply with applicable IRS standards. The City shall not be responsible for any maintenance and/or service fees associated with the administration of this program.

B. DENTAL & OPTICAL INSURANCE.

The City shall provide dental (minus orthodontia) and optical insurance for retirees who retire after July 1, 1986. Such coverage will be provided until the retiree reaches the age of 65, and will cover the retired employee, their spouse at the time of retirement (benefits will cease for the spouse in the event of a divorce), and dependent children until they reach the age of 19. Benefits will continue for a widow/er until such time as she/he remarries, reaches the age of 65, or otherwise becomes eligible for dental and/or optical insurance. No retiree may add a spouse and/or dependent child to their insurance coverage after their date of retirement.

C. LIFE INSURANCE.

Retirees with an effective date of retirement after July 1, 2008, shall be provided with life insurance in the amount of Ten Thousand Dollars (\$10,000.00).

D. Effective for employees hired after January 1, 1996, the City will pay the cost of the employee's retirement health insurance (hospital, dental and optical), including spouse at the time of retirement (benefit will cease for the spouse in the event of divorce), and continuing for dependent children based upon health insurance program eligibility, as follows:

If at the time of retirement the employee's age is at least 55 years and the employee has service years solely with the City of Trenton equal to a minimum of 20 years, the City's obligation to provide for health insurance will be continued for the employee and/or spouse. In the event of the death of the retiree, the City's obligation for the cost of this benefit will be continued for the retiree's spouse until their death or remarriage. The benefits for dental and optical insurance will not be available after age sixty-five (65). The City's obligation for the cost of this benefit will be suspended if the retiree or the retiree's spouse is eligible for equivalent health insurance benefits from other employment or through a spouse's employment after the employee's retirement from the City. If at any time the health insurance with the other employment is terminated the retiree may immediately re-enroll on the City health insurance coverage. This benefit will not be available to those employees who terminate employment prior to retirement from the City, regardless of having a vested interest in the City's retirement system.

This section does not apply to employees hired prior to January 1, 1996.

SECTION 10. FUNERAL BENEFITS

Funeral expenses up to and including a maximum of Two Thousand Dollars (\$2,000.00) will be paid by the City of Trenton for any employee killed while on the job or in the line of duty, or as a direct result of an injury sustained while on the job or in the line of duty.

SECTION 11. HEALTH CARE COST CONTAINMENT

- A. The City and Union recognize the mutual benefit to be achieved from health care cost containment.
- B. It is mutually agreed that discussions concerning health care cost containment and issues involving employee health will continue outside of the contract negotiation setting.
- C. These discussions will include:
  - 1. Health Care Cost Containment
  - 2. Health Related Issues:
    - a. family health issues
    - b. substance abuse (drug & alcohol)
    - c. weight and exercise
    - d. other health related issues
- D. Any issue that will impact previously negotiated contract provisions will be subject to mutual agreement and ratification by both parties.

- E. A committee will be established consisting of two Union members and two Management members.
- F. In the case of employee assistance programs, any programs instituted will be voluntary and employee confidentiality will be maintained.

**SECTION 12. HEALTH CARE FUNDING OPTIONS**

It is mutually agreed that the City and Union will continue to meet and explore all options of funding health care for current employees, as well as current and future retirees.

It is mutually agreed that the City must implement a Flexible Spending and/or Premium Only Plan in order for the negotiated Cost Sharing in Section 6 to become effective.

**ARTICLE XVI  
ALLOWANCES**

**SECTION 1. UNIFORM ALLOWANCE**

An annual uniform allowance in the amount of \$600.00 shall be payable in the form of either a quarter master account or via reimbursement of receipts approved by the Fire Chief.

All uniforms purchased shall conform to departmental regulations.

It is mutually understood that uniform allowance shall be prorated as necessary at the time of hire and upon termination of employment.

If an employee is not physically present at work for 30 or more consecutive days due to sick leave, extended medical leave, or disciplinary suspension, the credited amount of Uniform Allowance shall be prorated and employees shall not accrue the allowance for the time they were not at work.

**SECTION 2. CITY LIVING BONUS**

Employees who submit a signed affidavit declaring residency within the Trenton City Limits on an annual basis shall be eligible to receive a Trenton City Living Bonus in the amount of \$1,200.00. Such payment is subject to proration and shall be made in arrears on June 30<sup>th</sup> of each year beginning June 30, 2019.

**ARTICLE XVII  
HOLIDAYS**

**SECTION 1.**

All Fire Department employees on the twenty-four (24) hour day basis shall be paid in a lump sum Two Thousand Eight Hundred Dollars (\$2,800.00) for the following holidays:

- |   |                         |
|---|-------------------------|
| July Fourth                                 | New Year's Eve          |
| Labor Day                                   | New Year's Day          |
| Patriot's Day (September 11 <sup>th</sup> ) | Martin Luther King Day  |
| Veterans Day                                | President's Day         |
| Thanksgiving Day                            | Good Friday             |
| Christmas Eve                               | Memorial Day (observed) |
| Christmas Day                               |                         |

New hires are not eligible to receive the lump sum holiday payment until such time as they complete their probationary period. In lieu of such lump sum payment, probationary employees will be compensated at the rate of 1/13<sup>th</sup> the annual lump sum amount, payable on the payroll cycle following each holiday.



Effective July 1, 2019, this lump sum payment shall be in an amount equal to 130 hours (equivalent to 13 holidays multiplied by 10 hours each) at the employees regular rate of pay as of July 1 of the year the payment is to be made.

### SECTION 3.

The annual lump sum holiday payment is calculated based on a July 1 to June 30 year. The payment is to be made between September 1 and September 15 each fiscal year.

### SECTION 4.

Employees who work on a twenty-four (24) hour day basis will be compensated at the rate of time and one-half (1½) for all hours worked on the holidays specified in Section 1. Employees may elect compensatory time off in lieu of overtime pay.

### SECTION 5.

Employees who call-in sick on a holiday will be required to provide a medical slip substantiating the fact that they were physically unable to work on that day. If an employee does not provide such documentation they will have sick time deducted at the rate of time and one-half for all sick hours used on the holiday.

## **ARTICLE XVIII RETIREMENT**

### SECTION 1.

Except as altered by this Collective Bargaining Agreement, eligible employees shall receive retirement benefits in accordance with PUBLIC ACT 345 (Policemen and Firemen Retirement Act).

### SECTION 2.

Each eligible employee will retire at the average of the highest annual compensation during a period of three (3) years of service contained within the last ten (10) years of service. The determination of the period of three (3) years of service shall be based upon compensation paid within thirty-six (36) consecutive calendar months of service.

### SECTION 3. SURVIVOR BENEFITS (former sections 5 & 7)

- A. A surviving spouse or beneficiary shall receive all benefits to which he/she is entitled under ACT 345 as a result of the death of the member/retiree. The benefit payable to the spouse or surviving beneficiary shall increase to reflect the percentage increases set forth in Section 4, below (if applicable), at the same time that the member/retiree would have received the percentage increase had the member/retiree not died.

When a member of this Bargaining Unit attains ten (10) years of service, the member's surviving spouse or beneficiary shall be entitled to pension benefits and any other benefits to which he/she is entitled under ACT 345 as a result of the death of the member.

- B. The "automatic 60% to surviving spouse benefit" is extended to surviving spouses of deceased fire fighter disability retirees.

### SECTION 4. RETIREMENT BENEFITS FOR EMPLOYEES HIRED BEFORE JANUARY 1, 1996.

The following benefit provisions apply only to those employees who were hired before January 1, 1996:

- A. A member who has twenty-five (25) or more years of service may leave the service and receive the full retirement benefits payable throughout his/her life as provided, regardless of age.
- B. The pension for all members will be increased by ten percent (10%) on the anniversary of the fifth (5<sup>th</sup>) year of retirement, an additional ten percent (10%) the tenth (10<sup>th</sup>) year of retirement and an

additional five percent (5%) the fifteenth (15<sup>th</sup>) year of retirement. Each percentage increase is based on the amount of the annual pension payable on the date of retirement.

EXAMPLE: Using a base annual pension benefit of \$100 at time of retirement.

	<u>Retiree's Benefit</u>
Benefit at retirement	\$100.00
Benefit on the anniversary of the 5 <sup>th</sup> year of retirement	\$110.00
Benefit on the anniversary of the 10 <sup>th</sup> year of retirement	\$120.00
Benefit on the anniversary of the 15 <sup>th</sup> year of retirement	\$125.00

- C. An annuity withdrawal option for employees covered by this contract will be allowed if it is within the employer's authority to do so.
- D. The pension multiplier shall be two point five percent (2.5%) for each year of service, up to a maximum of eighty percent (80%).
- E. Effective July 1, 2014, the computation of the Final Average Compensation (FAC) will include only annual wage, holiday pay, EMT license premiums, overtime pay, and unused vacation leave.

EMT License Premium for the purpose of FAC: Employees shall be credited with thirty-six (36) months of premium pay at the monthly rate per the collective bargaining agreement covering the designated three year time period.

Effective July 1, 2009, with the roll-in of EMT License Premium into the base rate of pay, employees shall no longer be credited with a full 36 months of premium pay for purposes of calculating FAC. Employees shall be credited with the monthly EMT License Premium only for those months they actually received an EMT License Premium and also fall within the 36 months of service upon which their FAC was calculated. The remaining number of months of service credited toward the 36 month calculation of FAC shall include the EMT License Premium as it will have been rolled into the base rate of pay. This language clarification becomes effective July 1, 2009, and is intended to neither harm nor benefit any retiree as the FAC shall reflect a total payment of 36 months of EMT License Premium, whether paid as a premium payment or rolled into base wage.

Holiday Pay for the purpose of FAC: Employees shall be credited the daily rate (lump sum holiday bonus divided by the number of holidays per year) for each contractual holiday within their designated three year time period. The total number of holidays rolled into the FAC shall equal the annual number of holidays multiplied by three years.

Longevity Pay for the purpose of FAC: Employees shall be credited with any Longevity payment(s) made within their highest 36 months of earnings to determine their FAC (in accordance with Section 2 above), provided such payment(s) were made prior to July 1, 2014, and the employee made a pension contribution on such payment(s).

The payments received for the following will not be included in the FAC:

- Unused Sick Leave
- Food Allowance
- Clothing Allowance
- Longevity (except as provided above for any payment(s) made prior to July 1, 2014)

- F. The employee contribution rate shall be six percent (6.0%) of all pensionable earnings, with such contribution taken as a payroll deduction on a post-tax basis.

## SECTION 5. RETIREMENT BENEFITS FOR EMPLOYEES HIRED AFTER JANUARY 1, 1996.

The following benefit provisions apply only to those employees who were hired after January 1, 1996:

- A. Effective July 1, 2012, all new hires shall participate in the Public Act 345 Police & Fire Retirement System.
- B. Effective January 1, 1996, all new employees must be at least fifty-five (55) years of age and have at least twenty (20) years of service solely with the City of Trenton before being eligible for any post-retirement benefits.
- C. Employees shall not be eligible for any cost of living increase to their pension after their date of retirement.
- D. Employees shall be eligible for an annuity withdrawal option at the time of retirement with such withdrawal calculated at the actuarial equivalent rate.
- E. The multiplier shall be two point zero percent (2.0%) for each year of service, up to a maximum of eighty percent (80%).
- F. The computation of the Final Average Compensation (FAC) will include only base annual wage, plus up to two-hundred forty (240) hours of accrued leave time which is payable at the time of retirement. All other forms of compensation, allowances and special payments not listed above are not included in Final Average Compensation.
- G. The employee contribution rate shall be six percent (6.0%) of all pensionable earnings. The contribution by employees hired after January 1, 1996, shall be made on a pre-tax basis consistent and in accordance with the "pick up" provision of Internal Revenue Code Section 414(h)(2).
- H. Employees shall be provided a one-time, irrevocable opportunity to purchase prior service credit with the Trenton Fire Department in accordance with the Memorandum of Understanding dated September 28, 2012.
- I. The City shall provide employees with Long Term Disability (LTD) coverage as detailed in the plan document policy until such time as the employee is vested in the Act 345 Police & Fire Retirement System (*Benefit Summary provided as Appendix C*). The City reserves the right to select an alternative carrier, provided that benefits are substantially equal.

## SECTION 6. MORATORIUM.

Until August 8, 2022 (a period of ten (10) years following the date of ratification of the 2012 – 14 Collective Bargaining Agreement on August 8, 2012), neither party shall submit to, or include in any filing for, Act 312 Arbitration, any changes in pension benefits or contributions, or other issues related to, or arising from, the conversion of the post-1996 Defined Contribution Plan participants, or any new hires or prospective employees, back into a Defined Benefit Plan.

Additionally, any service time purchased or accrued during said ten (10) year period, shall under no circumstances, be subject to any retroactive change in benefit level.

Notwithstanding the foregoing, both parties reserve the right to negotiate modifications through the collective bargaining process up to, but excluding, Act 312 Arbitration.

Notwithstanding the foregoing, nothing shall prohibit submission of such issues for pre-1996 plan participants, to Act 312 Arbitration.

The terms and conditions set forth in this Section shall survive termination or expiration of this Agreement and instead remain binding upon the parties and each, affected employee, until the expiration of the 10 year

Moratorium period, and shall be included in, and mandatorily become part of, any subsequent collective bargaining agreement between the parties through the expiration date of the 10 year Moratorium.

#### SECTION 7. FUNDING OF RETIREE HEALTH CARE

The City shall establish a separate retiree health care account, in accordance with Public Act 149 of 1999, in which shall be deposited funds from the City's general account to pre-fund retiree health care. The City shall continue to fund the Retirement System from the Act 345 levy, with the remaining balance of the levy, if any, to be used to fund the retiree health care account.

### **ARTICLE XIX VACATIONS**

#### SECTION 1. DEFINITIONS AND REQUIREMENTS

- A. A working day and/or vacation day is understood to be a continuous 24-hour tour of duty. Subject to availability and prior approval of Fire Administration, vacation may be utilized in no less than four (4) hour increments.
- B. The anniversary date for the computation of credit is understood to be March 1 of each year and runs concurrently to the following March 1.
- C. Persons with less than one full year of employment obtained by his first anniversary date shall receive a prorated vacation in accordance with the schedule of benefits. Also, upon termination of employment, vacation benefits will be prorated accordingly.

The final payout of accrued vacation leave shall not exceed an amount equal to one (1) year's accrual of time based upon the employee's completed years of service.

#### SECTION 2. SELECTION AND PROCEDURE

- A. An employee's total earned vacation benefit shall be divided, as nearly as possible, into two (2) equal periods, one labeled Summer Vacation Period, and the other labeled Winter Vacation Period.
  - 1. The Summer Period shall run from April 1 to October 1.
  - 2. The Winter Period shall run from October 1 to April 1.
- B. In the case of dividing an odd number of vacation days, this will result in a one (1) day differential between vacation periods. The employee concerned shall be allowed to indicate his preference as to which vacation period he wishes the odd day applied.
- C. Preferred vacation requests must be submitted thirty (30) days in advance of each vacation period, and the final approved preferred vacation schedule shall be posted by the start of the vacation period.
- D. In the event that a person desires a vacation prior to the completion of the final approved schedule, he shall submit his request at least five (5) calendar days prior to the date(s) requested.
- E. Vacation preference shall be on a Departmental seniority basis; provided however that manpower requirements are maintained as indicated by Departmental policy. Seniority preference shall only apply to the final approved schedule.
- F. Employees shall be permitted to choose an entire, or a split, vacation period. (A split vacation period refers to one or more combination of days, equal to the total earned benefit for that period.)

- G. All vacation schedules must be approved by the department head or his designee and changes cannot be made without such approval.

**SECTION 3. SCHEDULE OF VACATION BENEFITS**

<u>Completed Years of Service</u>	<u>Vacation Days Earned</u>
1 to 4	6
5 to 7	7
8 to 10	8
11 to 13	9
14 to 16	10
17 to 19	11
20 to 22	12
23 or more	13

For employees hired after January 1, 1996, upon completion of 28 years of service, one (1) additional day of vacation shall be credited for a total annual accrual of 14 days.

**SECTION 4. EFFECTIVE PERIOD AND VARIATION**

- A. Every opportunity will be considered to permit an employee to obtain his vacation during each period. However, should an employee fail to request his vacation in sufficient time, and/or to meet manpower requirements it is understood that the unused days will be considered waived and not be permitted to be carried over to the next period.
- B. Exceptions to Section 2C above may be permitted in cases of extreme emergency and/or certain unusual conditions.

**ARTICLE XX  
SICK LEAVE**

**SECTION 1. DEFINITIONS AND REQUIREMENTS**

- A. A working day or sick day is understood to be a continuous 24-hour tour of duty.
- B. The anniversary date for the computation of sick leave credit is understood to be March 1 of each year and runs concurrently to the following March 1.

**SECTION 2. ACCUMULATION OF SICK LEAVE CREDITS**

- A. Each employee hired prior to July 1, 2016, shall be credited with seven point three-eight (7.38) hours of sick leave per bi-weekly pay period until such time as they have seven (7) years of service. Upon completion of seven (7) years of service, employees shall be credited with five point five-four (5.54) hours of sick leave per bi-weekly pay period.  
  
Each employee hired after July 1, 2016, shall be credited with five point five-four (5.54) hours of sick leave per bi-weekly pay period.
- B. Sick days unused may be carried forward with unlimited accumulation.

### SECTION 3. CHARGES AGAINST CREDIT

- A. All employees shall be entitled to charge accumulated sick leave for absence from duty because of illness or injury. Sick leave may also be charged in the case of serious illness in the employee's immediate family (spouse and children), provided such illness or injury required the presence of the employee. The employee must notify the officer in charge by 7:45 a.m. when (s)he is unable to report to work because of illness. Failure to report absence from the first day of illness before the proper time shall be considered an unexcused absence and will be deducted from salary.
- B. All sick leave requests must contain a detailed explanation of the illness or injury when reported. Use of sick leave on two or more consecutive work days, or a total use of sick leave in excess of four days in one year (March 1 to March 1), must be accompanied by a doctor's slip.
- C. Validation of employee illness or illness in his/her immediate family will be necessary as determined by the following:
  - 1. Seriousness of the illness report
  - 2. Length of illness period
  - 3. Frequency of illness reports
  - 4. If potential misuse or abuse of sick leave is suspected

Any or all of the foregoing shall be considered mandatory to require proof of illness and/or sufficient reason to be subjected to physical examination by the City Health Doctor before returning to work and approval of sick pay benefits.

- D. Notwithstanding approved leave as permitted by the Family and Medical Leave Act, the length of time chargeable to sick leave due to serious illness in the employee's immediate family as permitted in Section 3(A) and validated in Section 3(B) shall not exceed sixty (60) hours within a twelve month period without prior approval of the Chief and submission of said approval to the City Administration.

### SECTION 4. SURRENDER VALUE

- A. Effective July 1, 2014, upon separation of employment or retirement, employees shall receive remuneration for unused and accumulated sick days up to a maximum of one thousand eight hundred (1,800) hours at a rate of fifty percent (50%) times their current daily rate or fraction thereof. An employee must complete a minimum of five (5) years of service to receive this compensation for unused and accumulated sick days upon separation of employment.

Effective March 1, 2015, upon separation of employment or retirement, employees shall receive remuneration for unused and accumulated sick days up to a maximum of one thousand five hundred (1,500) hours at a rate of fifty percent (50%) times their current daily rate or fraction thereof. An employee must complete a minimum of five (5) years of service to receive this compensation for unused and accumulated sick days upon separation of employment.

It is mutually agreed between the parties that employees who are participating or have participated in the sick leave buyback program prior to March 1, 2015, shall remain eligible for a total payout up to a maximum of one thousand eight hundred (1,800) hours at a rate of fifty percent (50%) times their current daily rate or fraction thereof.

- B. Effective July 1, 2014, any employee reaching three thousand (3,000) hours of sick leave in their sick leave bank, and effective July 1, 2016, any employee reaching two thousand two hundred fifty (2,250) hours, may elect to receive payment or place such payment in his/her deferred compensation program for the hours provided in Section 4A above, subject to the following payment provisions:
  - 1. Such selection shall be made on or before April 1<sup>st</sup> of the year in which the employee's sick bank as of March 1<sup>st</sup> reaches or exceeds 3,000 or 2,250 hours as provided above.

2. For employees participating in this program prior to March 1, 2015, with a maximum of 1,800 hours, compensation in the sum equivalent to one-half ( $\frac{1}{2}$ ) of three hundred sixty (360) hours at the employee's prevailing hourly rate will be made in each of the next five (5) years following the employees selection of this payment.

For employees newly participating in this program on or after March 1, 2015, with a maximum of 1,500 hours, compensation in the sum equivalent to one-half ( $\frac{1}{2}$ ) of three hundred (300) hours at the employee's prevailing hourly rate will be made in each of the next five (5) years following the employees selection of this payment.

3. The employee's total payments shall not exceed the total allowable in Section 4A above throughout the employee's employment with, and separation payout from, the City of Trenton.
4. The payment method selected will be made on or before August 15<sup>th</sup> of each year.
5. This sick leave premium payment will not be included in the final average compensation (FAC) for retirement purposes.
6. In the event that an employee elects to exercise this payment option, but retires or otherwise separates employment prior to receiving the payments for all five (5) years, the remaining unused sick leave balance shall be paid according to the total allowable limits per Section 4A.
7. In the event that an employee does not elect to exercise this payment option, the employee shall receive compensation according to the provisions of Section 4A above upon retirement or separation of employment.

#### SECTION 5.

In the event of death of any employee, the employee's beneficiary(ies) or estate shall receive remuneration for all unused and accumulated sick days at a rate of seventy-five percent (75%) times the employee's current daily rate or fraction thereof.

#### SECTION 6.

Persons with less than one full year of employment obtained by the first anniversary date shall receive a prorated leave in accordance with the schedule of benefits; also upon termination of employment, benefits shall be prorated accordingly.

#### SECTION 7.

Fractional sick time will be permitted and rounded off to the nearest one hour.

### **ARTICLE XXI PERSONAL LEAVE TIME**

#### SECTION 1.

The anniversary date for the computation of personal leave credit is understood to be July 1 of each year and runs concurrently to the following July 1.

#### SECTION 2.

Upon the date of hire, new employees will receive prorated personal leave time in accordance with the schedule of benefits for that partial year; also, upon termination of employment, benefits shall be prorated accordingly. Personal leave time shall be approved in advance by the Department Head and/or his designee.

### SECTION 3.

- A. All employees shall be granted forty-eight (48) hours personal leave time per year and shall not be cumulative. Personal leave time shall be approved in advance by the Department Head and/or his designee.
- B. Effective July 1, 2017, if an employee uses twenty-four (24) hours or less of sick leave in the prior one year period, the employee shall be credited with twenty-four (24) hours of bonus personal leave time on July 1<sup>st</sup> of each qualifying year.

If an employee uses zero (0) hours of sick leave in the prior one year period, the employee shall be credited with an additional twelve (12) hours of bonus personal leave time on July 1<sup>st</sup> of each qualifying year, for a total of thirty-six (36) hours of bonus personal leave time.

The annual calculation of sick leave used to determine eligibility for bonus personal leave time shall be from the first day of July to the last day of June of the prior year. Bonus personal leave time earned under this sub-section is not subject to proration, nor is it paid out, at time of separation.

### SECTION 4.

Personal leave time may be utilized on an hourly basis as needed by employees. If the utilization of personal leave time reduces the manpower complement to a level that necessitates the scheduling of or a call-in for overtime, the employee will have the total hours required to fill their absence charged against their personal leave time bank.

## **ARTICLE XXII SPECIAL LEAVES**

### SECTION 1. FUNERALS

Employees of the City shall be given necessary time off in the event of the death of the employee's spouse. They shall also be given necessary time off in the event of the death of parents, grandparents, foster parents, children, foster children, grandchildren, brothers or sisters of either the employee or the employee's spouse, and all brothers-in-law and sisters-in-law of the employee. Additional close relatives (including step-relations) may also qualify for funeral leave, subject to demonstration of a close, personal relationship and the approval of the Fire Chief and City Administrator. Necessary time off is defined as that which is directly related to pre-funeral arrangements, funeral/memorial service and burial. Such time will typically not exceed four calendar days.

The Union and the City Administrator shall agree on the time allotted for each individual case. If no agreement is reached by the Union and the City Administrator then the grievance procedure set forth in Article X shall be followed.

In addition, personal leave time or compensatory leave time up to eight (8) hours will be granted to employees without regard to shift complement for attendance at funeral services for a person not specified above when a close personal relationship is shown.

### SECTION 2. MILITARY FUNERAL

The City will permit time off with pay for any veteran attending a military funeral providing the employee is an official member of the burial team. The request for this time off must be made to the Mayor who will determine if the request is to be granted.

### SECTION 3. JURY DUTY

- A. Employees who are called to serve jury duty during their regularly scheduled working hours as jurors or witnesses shall be paid their full rate of pay for that period of time while on jury duty during their regularly scheduled working hours. Employees shall report back for work after dismissal from the court if scheduled for duty.



- B. To be eligible for the above payment, the employee must endorse over to the City the pay check(s) or money which (s)he receives from the court. In the event the money received by the employee is more than the amount as calculated in Section 5A the excess is to be returned to the employee. Any mileage and other expense money received by the employee on jury duty must be returned to the employee.
- C. Said employee shall not be required to forfeit sick time, due time, vacation or personal leave time to compensate the City for the employee's period of jury duty.
- D. Said employee shall, upon notification of his/her call to serve jury duty as a juror or witness, notify his/her immediate superior at least twenty-four (24) hours prior to reporting for duty.

**SECTION 4.**

Any employee with three (3) months or more employment with the City, who is called into the Armed Forces of the United States of America, shall be given two (2) weeks pay at his/her regular rate of compensation on his/her last day of employment.

**SECTION 5.**

Any employee who is called into active reserve training in the Armed Forces of the United States of America shall be paid the difference between what he/she earns from the Armed Forces and what he/she would have received had he/she worked, not to exceed two weeks training in any one year.

**ARTICLE XXIII  
SENIORITY & PROMOTIONS**

**SECTION 1.**

New employees shall be considered on probationary status for a period of twelve (12) months. During such probationary period, those employees shall be entitled to all rights and benefits under the Agreement except in the event that a probationary employee is terminated, he shall not have recourse under this Agreement or otherwise.

- A. Seniority standing shall be granted to all employees who have successfully completed probationary service. Seniority shall be accumulative from the first day of employment by the City. Effective for employees hired after July 1, 1996, seniority shall continue to accrue from the time an employee is hired until the employee retires or otherwise terminates his employment with the City.
- B. In the event that two (2) or more employees are hired at the same time, seniority shall be allocated by a performance rating system at time of hire.

**SECTION 2.**

An employee shall lose his or her seniority standing upon voluntary resignation or disciplinary separation from employment with the City.

**SECTION 3.**

At least thirty (30) calendar days' notice will be given in case of personnel layoff. The employee with the least departmental seniority shall be laid off first. No new employee shall be hired until the laid-off employee with the greatest seniority has been given the opportunity to return to work, provided such recalled employee must meet all licensure, certification and employment standards of the job.

An employee shall be notified of a recall by certified mail to his/her last known residence. An employee shall have five (5) calendar days from receipt of the recall notice to either accept or permanently decline his or her recall rights. If the laid off employee accepts the recall, he or she must return to work within fourteen (14) calendar days from receipt of the recall notice, unless a written extension is granted by the Fire Chief.

**SECTION 4.**

A seniority list shall be presented to the Union within thirty (30) days of the signing of this Agreement and updated as necessary throughout its term.

**SECTION 5.**

In the event a permanent vacancy or a new job is filled on or before April 30, 2018, the senior qualified employee will be given the first opportunity to be promoted. Employees promoted to the ranks of Sergeant, Lieutenant and Captain will be subject to the following minimum certification requirements:

<u>Rank</u>	<u>Minimum Qualifications</u>
Sergeant	Fire Officer I
Lieutenant	Fire Officer I, II
Captain	Fire Officer I, II, III

(The City will continue to provide opportunities for members holding the rank of Engineer and above to attend Fire Officer classes).

The employee who is promoted to a vacant position shall have a six (6) month qualification trial period in which to obtain the applicable certifications. If an employee is currently enrolled in the certification program, the Fire Chief may extend the trial period pending final certification. The qualification trial period shall also be extended if an employee is not capable of performing all essential functions of their new rank for any reason (including, but not limited to, occupational injury or illness, non-occupational injury or illness, a leave or extended absence for any reason). Upon successful completion of the six (6) month qualification trial period, (s)he shall acquire equity in the new position. An employee who has successfully completed a trial period for a new position and then decides to change, must return to a former rank classification without a loss of departmental seniority.

Effective for all promotions taking place on or after May 1, 2018, the following process shall apply for promotion above the rank of Engineer. Testing shall take place the first two weeks of April of even number years, and the promotional list shall be effective May 1st of same year tests are completed for two years. Eligibility will be determined as of April 1st of the testing year. The City shall post notice to Fire Department personnel at least one hundred and twenty (120) days prior to intended tests to be administered. Candidates will submit to the Chief or designee their intention to take the test within twenty one (21) days of posting. Scoring and calculations throughout the process shall be rounded to two (2) decimal points, or one-hundredth (1/100<sup>th</sup>) of a point. In the event of a tie in the overall score, the candidate with the most Trenton Fire Department experience will prevail.

Written exams shall consist of no more than one-hundred (100) questions, and must be drafted by a qualified testing agency from two sources, IFSTA Essentials in Firefighting, and IFSTA Company Officer texts. The test must be job-related to the position for firefighting service in a suburban fire department, and be internally valid and non-discriminatory. The City shall provide notice of at least ninety (90) days in advance of testing which editions of the testing material specified above.

The City shall provide a minimum of one (1) copy of all test materials and study guides for each fire station, which shall remain at the fire station or be checked out in a fair and equitable manner so that individuals have an equal opportunity to prepare for the written exam. Raw scores will be made available immediately after testing, if possible. Test scores shall be confidential and will not be posted, or made available for viewing to anyone other than the tested individual, the Fire Chief or designee, the Human Resource Director, the Trenton Police and Fire Director, and the City Administrator.

Members may carry over a passing score for one testing season, or voluntarily retest to improve their score; however the retest score will prevail. For promotion, applicants will be required to score at least seventy (70%) percent on the written exam. If none of the applicants score at least seventy (70%) on the written exam, or if the promotional list is exhausted, the exam may be re-administered, or if within six (6) months of expiration, a new promotional process may be started early.

Promotions will be made based upon this highest ranking on the promotional list from those individuals in the rank immediately below the rank to which the promotion is being made. In the event the list of eligible candidates from the rank immediately below the rank to which the promotion is being made has been exhausted (i.e., all eligible employees have been promoted, decline the promotional opportunity, are not eligible for promotion or are no longer employed), the highest ranking candidate from the next higher rank shall be offered the promotion.

#### Promotional Process for the rank of Sergeant

Promotions for the rank of Sergeant will be made by a testing process consisting of the following components:

1. Written exam (70% pass/fail)
2. Trenton Fire Department experience

All Engineers with minimum of five (5) years Trenton Fire experience, and Fire Officer I certification shall be eligible to take the written exam. Written exam will be regarded as a pass/fail score for promotion to Sergeant only. Trenton Fire Department experience will prevail for determination of promotion to Sergeant once written score above 70% is obtained.

#### Promotional Process for the rank of Lieutenant

Eligibility for testing for the rank of Lieutenant will be all Sergeants with Fire Officer I & II, and all Engineers with Fire Officer I & II as well as at least ten (10) years department seniority.

Promotions for the rank of Lieutenant will be made by a testing process consisting of the following components:

- |                                       |                                   |
|---------------------------------------|-----------------------------------|
| 1. Written exam                       | up to 25 points                   |
| 2. Oral board                         | up to 25 points                   |
| 3. Trenton Fire Department experience | 1/12th point per month of service |

Written exam score shall be weighted towards promotional list. (80% x 25 pts = 20 pts)

The Oral Examination Board for the Lieutenant promotions shall be six (6) board members. Three (3) board member shall be the shift Captains. The other three (3) members of the board shall be the Trenton Fire Chief, the Trenton Police and Fire Director, and the Human Resource Director for the City of Trenton. An oral exam shall consist of verbal questions and answers which all candidates will receive the same primary questions. The Oral Examination Board shall be provided with copies of all performance reviews/evaluations for all candidates completed within the prior two (2) years. Each member on the oral board will score the candidates up to 10 total points. The three Captains scores will be averaged together to make one score. The scores will be added together, and then divided by 4. The 10 point evaluation will then carry a weighted score up to 25 points (a score of 9 would be  $.9 \times 25 = 22.5$  points). Any evaluator that scores below a 7/10 must document reason for score, for the purpose of candidates' improvement for future testing.

Each eligible candidate shall have 1/12th (one-twelfth) point for each completed month of service as a member of the Trenton Fire Department added to their overall score. There shall be no maximum cap for Trenton Fire Department points.

#### Promotional Process for the rank of Captain

Eligibility for testing for the rank of Captain will be all Lieutenants, and Sergeants with Fire Officer I, II, & III certifications. Promotions for the rank of Captain will be made by a testing process consisting of the following components:

- |                                       |                                   |
|---------------------------------------|-----------------------------------|
| 1. Written exam                       | up to 25 points                   |
| 2. Oral board                         | up to 25 points                   |
| 3. Trenton Fire Department experience | 1/12th point per month of service |

Written exam will consist of no more than 100 questions, drafted by a qualified testing company from two sources, IFSTA Essentials in Firefighting and IFSTA Company officer texts. For promotional positions, applicants will be required to score at least seventy (70%) percent on the written exam, before an oral exam is conducted for Captain, before seniority points are taken into consideration, and in order to be eligible to further participate in the promotional process. If none of the applicants score at least seventy (70%) on the written exam, the written exam may be re-administered.

The Oral Examination Board for the Captain promotions shall be four (4) board members. Members of the board shall be the Trenton Fire Chief, the Trenton Police and Fire Director, and the Human Resource Director for the City of Trenton, and a career full time Captain or Battalion Chief from another community in Southeastern Michigan, not immediately bordering the City of Trenton. An oral exam shall consist of verbal questions and answers which all candidates will receive the same primary questions. The Oral Examination Board shall be provided with copies of all performance reviews/evaluations for all candidates completed within the prior two (2) years. Each member on the oral board will score the candidates up to 10 total points. The scores will be added together, and then divided by 4. The 10 point evaluation will then carry a weighted score up to 25 points (a score of 9 would be  $.9 \times 25 = 22.5$  points). Any evaluator that scores below a 7/10 must document reason for score, for the purpose of candidates' improvement for future testing.

Each eligible candidate shall have 1/12th (one-twelfth) point for each completed month of service as a member of the Trenton Fire Department added to their overall score. There shall be no maximum cap for Trenton Fire Department points.

#### SECTION 6.

In the event of a permanent vacancy in the Department (above the rank of fire fighter, and not including those positions excluded in Article II, Recognition), and the City determines the vacancy shall be filled, it shall be filled by promotion from within the department. If the City determines the resulting vacancy in the rank of fire fighter is to be filled, it must be filled on a competitive basis as provided for in Trenton City Code.

#### SECTION 7.

The length of an employee's service with the Armed Forces in the United States during a national emergency or enforced military training, shall be included in the computation of his length of service with the City to determine his status on the seniority list. Any employee actively serving in the Armed Forces of the United States, or absent because of enforced military training, shall not lose his seniority status, but upon termination of such service, he shall be re-employed by the City to the position he held when he left, or to any higher position he could have attained had he been working; provided he has been honorably discharged from the service and reports to work within ninety (90) days after discharge.

#### SECTION 8. NON-UNION PROMOTIONS

The person who receives a non-union promotion will lose no seniority rights or promotional rights within a five (5) year period after the acceptance to this position. Within a five (5) year period, he may elect to return to his former rank and/or his elevated position if his seniority so warrants. If the employee is rejected by the Department Head within the five (5) year period, he shall return to the ranks in his former position or the position which may have been open to him during the five (5) year absence.

After the five (5) year period, seniority credit for employees promoted to any position outside the bargaining unit shall be frozen and cease to accumulate. If a non-union employee is relieved of his position through demotion and/or other circumstances, only those employees who have not fulfilled age and/or service requirements for a full retirement may return to the ranks.

The employee shall return to the rank allowed by his frozen seniority status and at the next opening or promotion within the department, he may exercise his bidding rights using only his bargaining unit seniority. Length of service in a non-union position shall not be considered.

All other benefits such as vacations, longevity, etc., shall be based on the employee's length of service with the City of Trenton.

The City shall have the right to place a qualified employee promoted to a non-bargaining unit position at any established pay grade step identified for that position. The following guideline for minimum placement is recognized based upon the employee's years of service with the City of Trenton:

<u>Years of Service</u>	<u>Minimum Starting Level</u>
6 to 10 years	Step 2
11 to 19 years	Step 3
20 or more years	Step 4

## **ARTICLE XXIV OCCUPATIONAL DISABILITY**

### SECTION 1. METHOD OF PAYMENT

An employee unable to work because of an injury or disease sustained on the job in the direct line of duty shall receive full pay for twenty-four (24) months with his/her compensation checks being turned over to the City. It is understood that this benefit will be made for the original and not recurring injuries. A different on-the-job injury would be covered by an additional full twenty-four (24) month payment.

### SECTION 2. "MAKE-UP PAY"

An employee who, because of compensable injury or occupational disease sustained while on the job working for the City, is unable to perform the essential functions of their job, may be assigned other work which they are able to perform within their medical restrictions. Such "light duty" work assignment shall be in his/her own or another department of the City.

The make-up rate of pay shall be that of the employee's regular classification at the time of the injury or disease. Make-up pay shall apply for a period of up to twenty-four (24) months, or until such time as the employee returns to full duty without restrictions, whichever comes first. If a light duty assignment is offered to an employee, they must work that assignment in order to receive make-up pay. If a light duty assignment is offered to an employee and they elect to decline that assignment, there shall be no make-up pay from the City and the employee's compensation will be as prescribed by Workers Compensation Laws.

In the event a light duty assignment provides an alternative work schedule (e.g., some variation of a 40 hour per week schedule or any other schedule less than their regular 50 hour per week schedule), the employee shall continue to receive the full amount of make-up pay.

If an employee assigned to light duty is unable to work for any reason (excluding an appointment or medical care directly related to the compensable injury or occupational disease), the employee must substitute accrued leave time in order to receive make-up pay for the time they were not at work.

### SECTION 3. FRINGE BENEFITS

During the twenty-four (24) month period (referred to in Section 1 above) beginning from the date of injury, the employee will accumulate all present fringes, i.e., vacation days, sick days, holidays, longevity, etc.

After a twenty-four (24) month period:

- A. The employee will be considered on extended medical leave and will not accumulate sick or vacation days. The employee will not be paid for holidays and personal days. If disability is of a long duration (twenty-four (24) months or more), longevity will be paid pro-rata for the year ending the twenty-four (24) month period and the year in which he or she returns to work, but no payments will be made in between.
- B. It is understood that there will be no loss of seniority during the disability. Upon return to work the employee will receive in the next year the vacation and longevity pay according to his/her length of employment with the City.
- C. Personal days, holidays and vacation days that he/she had earned prior to and through the first twenty-four (24) months of injury will be paid to the employee prior to the end of the twenty-four (24) month period following the injury.

- D. After the twenty-four (24) month period in the case of injury or illness for which an employee is eligible for work disability benefits under the Michigan Workers Compensation Law, the employee may elect a salary payment which, with the employee's work disability payment, equals his/her regular net salary (gross pay less Social Security, federal and state tax, and retirement deductions). The total hours necessary to equal this payment will be charged against his/her sick time accumulation for each pay period an employee received this additional payment.
- E. When an employee receives Social Security Benefits and/or Disability Pension Benefits, all benefits under this section shall terminate immediately as of the date said Social Security Benefits and/or Disability Pension Benefits are made payable.
- F. The City will continue payments on Life and Health Insurance, Optical and Dental, in the manner specified in this Agreement for the duration of his/her disability or until such time as the employee is entitled to (1) complete disability pension or retirement; or (2) Medicare or Medicaid.

**SECTION 4. REPORTING**

Employees, at their own expense, shall report by phone or in person at least once per week to the Fire Chief regarding their physical condition and any major developments which may occur. This will assure the Fire Chief the opportunity to properly schedule work in the respective operations.

If employees fail to report in accordance with this section, for those weeks' periods wherein employees fail to report employees shall receive only the Workers' Compensation benefit with no additional funding from the City.

**ARTICLE XXV  
NON-OCCUPATIONAL INJURY OR ILLNESS**

- A. An employee unable to work because of non-occupational injury or illness will use sick days, accrued personal days, earned vacation days, and compensatory time and will then be classified as on extended medical leave and shall accrue no vacation, sick days, personal days, longevity, etc.
- B. The City will continue payments on Life, Health, Dental and Optical Insurance in the manner specified in this agreement for such an employee for a twelve (12) month period starting from the day on which all accrued leave time is used up.

**ARTICLE XXVI  
HEALTH AND PHYSICAL FITNESS**

The City shall, at its expense, and in conjunction with Trenton City Code Chapter 24, Article II, Section 42-101 "Continuing Employment Standards" covering fire fighters hired after September 15, 1975, provide each fire fighter with an annual physical examination. The aforesaid employees will be required to take and pass such annual physical/medical examination as prescribed by the City Administrative Offices to ensure that the employee is free of any physical or mental condition which would affect required duty performance. Such physical examination will be administered as follows:

- 1. The annual physical examination will be scheduled in conjunction with and as close to the date of agility testing as possible to ensure that those undergoing the agility testing will be in proper physical condition therefore. Annual physical exams will be administered in accordance with current NFPA requirements.

If the employee fails any of the required physical examination tests, the employee may consent to other tests which are considered necessary by the physician/facility to clear the employee for fire fighting duty.

2. The physical examination will be authorized through the Personnel Department and scheduled during duty hours between the Personnel Department and the employee's department head or designated representative. When the employee is due for this physical examination, the employee will be notified at least one week prior to scheduling the examination.
3. The City will endeavor at all times to maintain the utmost confidentiality. In conjunction with the "Right to Know Act" (ACT 397, Public Acts of 1978) the physical examination will not be included in the personnel file and will thus have limited exposure. The member will have the option of receiving a copy of this physical examination from the City's medical facility upon authorization by the Personnel Department for release of records or may request that the examination results be forwarded to the employee's physician. Unless the member is considered by the medical facility to be unacceptable for continued fire fighting duties, no contact will be made by the employer with the employee.
4. The employee shall be subject to an annual physical fitness test in relation to necessary job performance and skills as described in Section 7 of this Article. Professionally acceptable standard evolutions shall be utilized for this evaluation. The evolutions shall be correspondingly graduated to the age of the employee performing the test. Prior to administering the agility test the employee will have been given an annual physical examination as a prerequisite to ensure that the employee is physically fit for agility testing. The Department Head shall, with the aid of any other department personnel, administer the agility test and after recording the score shall forward the results to the Personnel Office for the employee's permanent record. A union representative may be present if requested by the union personnel being tested. As the performance of the agility test is to test the employee's physical fitness and endurance, and the medical examination is to assure that the employee is in good physical health, the employee who does not pass the agility test or who is not medically approved by the designated medical facility for continued fire fighting shall be retested within a 30-day period to determine if any improvement has been made. If the employee again fails to meet the agility requirements the employee shall be placed on a medically approved exercise program to increase the employee's physical fitness. Failure to meet the physical fitness requirement or to qualify for fire fighting duty in the medical examination within a 120 calendar-day period of the second testing date shall cause the City to follow the procedures as outlined in Section 42-101 of the City of Trenton Codification, viz: if found failing after re-examination, the employee shall then be subject to compliance as prescribed under the direction of the physician/facility which may or may not preclude active employment until such is corrected. The employee may be placed on sick or medical leave until such deficiency is corrected. If determined uncorrectable by the physician/facility or after all sick benefits have been exhausted, the employee may request disability pension or may be placed on extended medical leave with benefits subject to the conditions in paragraph 6, and consistent with Article XXVI, Non-Occupational Injury or Illness.
5. If such employee can produce medical evidence to the contrary from a licensed physician and at the employee's own expense, he/she will be re-examined by the City's facility/physician at the City's expense. If upon said re-examination the City's physician/facility determines that the deficiency has been corrected, the employee will return to work. If at this time the City's facility/physician does not approve the employee for active fire fighting, the employee's report, together with the City's reports shall be subject to an impartial examination and decision by a third licensed physician selected by the two previous examiners. The expense to obtain the opinion of the third physician shall be borne by the City. The decision of the third physician shall constitute a majority opinion and shall determine the final decision.

Should the third opinion concur with the Fire Fighter's physician and determine that the Fire Fighter was fit for full duty, any benefits which ceased upon the employee's failure to qualify for duty by the City's medical facility will be restored retroactive to the date the report of the Fire Fighter's physician was received in the Personnel Office. Should the third opinion concur with the City's physician/facility and determine that the Fire Fighter is not fit for full duty, the employee shall be subject to the conditions in paragraph 4.

6. If at any time during the following twelve (12) months after being placed on extended medical leave with benefits as a result of the above procedure, the employee can produce medical

evidence that he/she is able to return to work, the employee may reapply for work by following the procedure established in Section 5. There shall be no loss of departmental seniority and benefits will be reinitiated upon the employee's return.

If upon exhaustion of the twelve (12) month extended medical leave the employee is not able to return to work in a full-duty capacity, the employee shall be terminated.

7. The following test will be performed in a manner similar to an obstacle course. Prior to starting the test, the employee shall don complete turn-out gear including air pak and mask. All necessary equipment will be set-up as required.

A. LADDER RAISE AND CLIMB: The fire fighter will raise and extend a 24 foot extension ladder to the roof in the rear of Fire Station 1 over the jail. The fire fighter will ascend the ladder to the roof, proceed from the ladder to the roof, and then descend the ladder to the ground. Employees shall then remove Air Pak and mask for the remaining evolutions. EVOLUTION ADJUSTMENT: AGE 31+; LADDER RAISE WILL BE AIDED.

B. BALANCE BEAM: The fire fighter will walk the length of a secured beam twenty (20) feet long, and six (6) inches wide, carrying one length of 1 1/2" inch hose, with nozzle. The fire fighter will carry the hose and nozzle the entire length of the beam without falling or stepping off the beam.

C. MAN CARRY: The fire fighter will lift, from the floor, 100 lbs., and carry the weight 100 feet, without stopping.

EVOLUTION ADJUSTMENT: Age 31-35 . . . . . Weight reduced to 50 lbs.  
Age 35 + . . . . . Weight reduced to 45 lbs.

D. HOSE CARRY: The fire fighter will carry one section of 1 1/2" inch hose with nozzle, up the stairs of Station 1, to the second floor and back down.

E. ROPE PULL: The fire fighter will pull as many feet of rope as possible against a 75 lb. drag or weight. The fire fighter must pull a minimum of 150 ft. of rope to pass.

EVOLUTION ADJUSTMENT: Age 31-35. . . . . Minimum of 100 feet of rope  
Age 35+ . . . . . Minimum of 75 feet of rope

COMPLETION OF THE TEST IN THE FOLLOWING GRADUATED TIME ALLOWANCES SHALL BE CONSIDERED AS SATISFACTORY AND PASSING:

AGE 21-26. . . . . APPROX. 5-6 MINUTES  
AGE 27-30. . . . . APPROX. 6-7 MINUTES  
AGE 31-35. . . . . APPROX. 7-8 MINUTES  
AGE 36-40. . . . . APPROX. 8-10 MINUTES  
AGE 41-45. . . . . APPROX. 10-12 MINUTES  
AGE 46 +. . . . . APPROX. NO TIME LIMIT



**ARTICLE XXVII  
HEALTH AND SAFETY**

**SECTION 1. RESPONSIBILITY**

It shall be the mutual responsibility of the City and all its employees to enjoin themselves in the humanitarian goal of preventing human suffering through accidents, injuries and unhealthy working conditions. Both parties to this contract will endeavor to mutually and cooperatively enforce the safety rules and regulations that will be so set forth, by OSHA and MIOSHA, and those set forth by the Joint Safety Committee. A representative of the Union may be designated by the Union as a representative on the Joint Safety Committee. Committee members serve at no extra compensation by the City.

**SECTION 2.**

When a complaint arises regarding imminent health or safety conditions the first step of the grievance procedure in this contract shall be waived. The safety representative for the Union, the Fire Chief, and the City's representative on grievance matters will meet within a reasonable length of time (not to exceed seven (7) days after receiving the complaint) to discuss the settlement of the health or safety complaint.

Should the complaint not be settled, and it is agreed that additional meetings would be fruitless, Step III of the Grievance Procedure shall be implemented. The intent of waiving portions of the grievance procedure is to expedite and resolve all complaints regarding health or safety.

**ARTICLE XXVIII  
GENERAL**

**SECTION 1.**

In the event that any of the provisions of this Agreement shall be or become invalid or unenforceable by reasons of Federal or State Law or City Charter now existing, or hereafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof.

**SECTION 2. INTERN FIRE INSPECTOR PROGRAM**

The City and Union agree to meet in an effort to come to agreeable terms to resume the Intern Inspector Program. The resumption of this program is contingent upon the budget allocation from the City, as well as mutually agreed upon modifications between the City and Union. Any such agreement will take place separate and apart from contract negotiations, and will be subject to the approval of both parties.

**SECTION 3. LOCAL FINANCIAL STABILITY & CHOICE ACT**

This Agreement adopts by reference any terms and conditions imposed by the State of Michigan, the Department of Treasury, Public Act 436 of 2012 or any other regulation or law adopted by the State of Michigan.

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 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 sunset if that Act is ruled unconstitutional or reversed in a final decision by the Michigan Supreme Court, the Michigan Court of Appeals or a federal court.

**ARTICLE XXIX  
DURATION**


This Agreement shall continue in full force and effect up to and including June 30, 2021. It is hereby agreed, by and between the City of Trenton and the Trenton Fire Fighters Union, Local 2701, IAFF, that in the event that negotiations extend beyond the expiration date of the current agreement, they will continue the agreement in full force and effect beyond the expiration date pending agreement upon a new contract, subject to the right of either party to terminate the extension of the agreement after serving the other party with sixty (60) days written notice of its intent to do so.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on this, the 14th day of May, 2019.

**CITY OF TRENTON**

**TRENTON FIRE FIGHTERS UNION,  
LOCAL 2701, I.A.F.F.**

  
\_\_\_\_\_  
Kyle F. Stack, Mayor

  
\_\_\_\_\_  
Joshua Hodge, President

  
\_\_\_\_\_  
Debra R. Devitt, City Clerk

  
\_\_\_\_\_  
Christopher Green, Vice-President

## **APPENDIX A**

Benefit Description	Active + Mirrored Retirees	
	In-Network	Out-Of-Network
Benefit Year	January 1 through December 31	
Deductible per Benefit Year	\$250/person \$500/family	\$500/person \$1,000/family
General Benefit Percentage	80% after deductible (20% coinsurance)	60% after deductible (40% coinsurance)
Coinsurance Maximum Out-Of-Pocket per Benefit Year	\$1,000/person \$2,000/family	\$3,000/person \$6,000/family
Total Maximum Out-Of-Pocket per Benefit Year	\$2,500/person* \$5,000/family*	Not applicable
*Includes deductible, Coinsurance Maximum Out-of-Pocket, and medical co-payments. Does not include charges for private duty nursing, or expenses that constitute a penalty for non-compliance, exceed the usual and customary charge, exceed the limits of the Plan, or are otherwise excluded.		
<a href="#">Outpatient Physician Services (Includes Office Visits, Immediate Care Center Visits, Telemedicine E-Visits, and Second Surgical Opinions)</a> Physician's Fee for an Examination  All Other Charges Billed in Connection with the Examination	\$20 co-payment per visit, then 100% (deductible waived)  Paid the same as any other illness; cost-sharing provisions such as deductibles, coinsurance, or co-payments may apply depending upon the type of service rendered	60% after deductible  Paid the same as any other illness; cost-sharing provisions such as deductibles, coinsurance, or co-payments may apply depending upon the type of service rendered
<b>Special Note About the Outpatient Physician Visits Benefit:</b> Any eligible service that is performed by an In-Network provider and billed with a place of service code "11" (physician's office) or "20" (urgent care center) shall be paid at 100% and all applicable deductible amounts shall be waived. However, the co-payment applicable to the physician's exam will still be assessed.		
Pre-Surgical Consultations	100%; deductible waived	60% after deductible
<a href="#">Routine Preventive Care</a> Physician's Fee for an Examination Well-Baby/Preventive Care for Children Routine X-Rays and Labs Flu Shots and Other Routine Immunizations FDA-Approved Contraceptive Methods and Sterilization Procedures for Women with Reproductive Capacity Mammograms and Most Other Routine Services	100%; deductible waived	Not covered
<b>Special Notes about Routine Preventive Care:</b> 1. Co-insurance or an office visit co-payment may be imposed on preventive care services if either the visit is billed separately from the preventive care service or the services are provided during an office visit whose primary purpose is not preventive care (and the services are not billed separately). 2. The Routine Preventive Care Benefit will provide coverage (including coverage for services or items billed by an out-of-network provider to the limited extent required by Health Care Reform) for certain evidence-based items (with A or B ratings) in the recommendations of the United States Preventive Services Task Force; immunizations recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention; evidence-based preventive care and screenings for infants, children, and adolescents provided for in the comprehensive guidelines supported by the Health Resources and Services Administration (HRSA); and additional women's preventive care and screenings in comprehensive guidelines supported by the HRSA.		
Routine Colonoscopies	100%; deductible waived	60% after deductible
<a href="#">Diagnostic Colonoscopy</a> One Diagnostic Colonoscopy per Covered Person per Benefit Year (In-Network and Out-of-Network Services Combined)	100%; deductible waived	60% after deductible
<b>Special Note about Diagnostic Colonoscopy Benefit:</b> Charges in excess of this frequency maximum may be considered under the Comprehensive Medical Expense Benefit.		
<a href="#">Emergency Room Treatment</a> Physician's Fee for an Examination in the Emergency Room All Other Charges Billed by the Hospital, Physician, or Any Other Provider in Connection with the Emergency Room Visit	\$50 co-payment* per visit, then 100% (deductible waived) *may waive if admitted	\$50 co-payment* per visit, then 100% (deductible waived) *may waive if admitted
Ambulance Transportation	80% after deductible	Paid as in-network
<b>Certification Requirement</b> \$100 Penalty Applies if an Inpatient Hospital Admission (Including an Observational Stay at the Hospital) is Not Certified \$0 Penalty for Non-Compliance for Outpatient Services	Certification is required for all inpatient hospital admissions, observational stays at the hospital, and certain outpatient services listed at the end of this summary	

Benefit Description	Active + Mirrored Retirees	
	In-Network	Out-Of-Network
<a href="#">Inpatient Hospital Services</a> Room and Board, Surgical Services, and Ancillary Services	80% after deductible	60% after deductible
<a href="#">Inpatient Physician Services</a> Hospital Visits, Surgical Procedures, and Anesthesiology	80% after deductible	60% after deductible
<a href="#">Obstetrical Services</a> Physician's Fee for Prenatal and Postnatal Care  Physician's Fee for Delivery All Other Services Billed by the Physician, Hospital, or Any Other Provider in Connection with the Pregnancy (e.g., labwork, ultrasound charges, etc.)	100% (deductible waived) if prenatal and postnatal care are billed separately from the delivery charge or 80% after deductible if prenatal and postnatal care services are consolidated for billing purposes  80% after deductible  Paid the same as any other illness; cost-sharing provisions such as deductibles, coinsurance, or co-payments may apply depending upon the type of service rendered	60% after deductible  60% after deductible  Paid the same as any other illness; cost-sharing provisions such as deductibles, coinsurance, or co-payments may apply depending upon the type of service rendered
<a href="#">Transplant Services</a>	100%; deductible waived	100%; deductible waived
<b>Special Note about Transplant Services Benefit:</b> For the purposes of this benefit, the term "Transplant Services" as used above includes charges for any transplant-related pre-operative office visits, the hospital's facility fee, the surgical procedure (including, but not limited to, the surgeon's fee, the assistant surgeon's fee, the anesthesiologist's fee, and charges for medical supplies), all transplant-related laboratory charges or x-rays, prescription drugs administered while the covered person was an inpatient during the transplant procedure, and any transplant-related post-operative office visits.		
<a href="#">Outpatient Services</a> Surgery and Surgery-Related Services Chemotherapy and Radiation Therapy Hemodialysis Diagnostic X-Rays and Lab Services	80% after deductible	60% after deductible
<b>Special Note:</b> Any eligible service that is performed by an In-Network provider and billed with a place of service code "11" (physician's office) or "20" (urgent care center) shall be paid at 100% and all applicable deductible amounts shall be waived. However, the co-payment applicable to the physician's exam will still be assessed.		
<a href="#">Allergy Services</a> Injections, Serum, and Testing	100%; deductible waived	60% after deductible
<a href="#">Outpatient Infusion/Injection Therapy</a>	80% after deductible	60% after deductible
<b>Special Notes about the Outpatient Infusion/Injection Therapy Benefit:</b> 1. Effective January 1, 2019, the infusion or injection of select products will be subject to the Plan's Certification Requirement (see above). The list of the select products can be accessed by logging on to <a href="http://www.asrhealthbenefits.com">www.asrhealthbenefits.com</a> or by calling ASR Health Benefits at (800) 968-2449. Beginning March 1, 2019, the Plan will not cover the infusion or injection of select products at an outpatient hospital facility, which means the covered person will have to pay for the full cost of that care, unless the Plan determines that any of the following exceptions apply: (1) treatment is medically appropriate in a facility setting rather than a home, office, or free-standing infusion center setting; (2) the medication is subject to limited distribution and is available only at certain facilities; or (3) the covered person would have to travel more than 50 miles from his or her home to receive services in an office or free-standing infusion center setting, or the provider is a Plan-approved site of service. A covered person can call the telephone number on the front of his or her health plan identification card to confirm whether a provider is a Plan-approved site of service. 2. Eligible charges for infusion/injection therapy performed by an in-network provider and billed with a place of service code "11" (physician's office) or "20" (urgent care center) shall be paid at 100% and all applicable deductible amounts shall be waived. Any co-payment applicable to the physician's exam will still be assessed.		
<a href="#">Chiropractic Care</a> Spinal Manipulations, Therapy Treatments, and a Physician's Fee for an Initial or Periodic Evaluation Diagnostic Spinal X-Rays 24 Visits* Allowed per Covered Person per Benefit Year for All Chiropractic Care (In-Network and Out-of-Network Services Combined) *A visit includes one or more chiropractic services rendered in a day	\$20 co-payment per day, then 100% (deductible waived) 80% after deductible	60% after deductible  60% after deductible
<a href="#">Rehabilitative Therapy</a> Physical Therapy, Speech Therapy, and Occupational Therapy 60 Outpatient Visits per Covered Person per Benefit Year (In-Network and Out-of-Network Services Combined)	80% after deductible	60% after deductible
<b>Special Note:</b> Any eligible service that is performed by an In-Network provider and billed with a place of service code "11" (physician's office) or "20" (urgent care center) shall be paid at 100% and all applicable deductible amounts shall be waived. However, the co-payment applicable to the physician's exam will still be assessed.		
<a href="#">Durable Medical Equipment, Prosthetics, and Orthotics</a>	80% after deductible	Paid as in-network

Benefit Description	Active + Mirrored Retirees	
	In-Network	Out-Of-Network
<p><u>Behavioral Care (Includes Mental Health Care and Addictions Treatment)</u>            Inpatient/Partial Hospitalization Services</p> <p>Outpatient/Intensive Outpatient Mental Health Care Services Performed in a Physician's Office and Billed With a Place of Service Code "11" (Physician's Office)</p> <p>Outpatient/Intensive Outpatient Mental Health Care Services Performed in a Facility, Clinic, or Any Other Place of Service, including Telemedicine E-Visits</p> <p>Outpatient/Intensive Outpatient Addictions Treatment Services, including Telemedicine E-Visits</p>	<p>80% after deductible</p> <p>Paid the same as any other illness; cost-sharing provisions such as deductibles, coinsurance, or co-payments may apply depending upon the type of service rendered</p> <p>Paid the same as any other illness; cost-sharing provisions such as deductibles, coinsurance, or co-payments may apply depending upon the type of service rendered</p> <p>Paid the same as any other illness; cost-sharing provisions such as deductibles, coinsurance, or co-payments may apply depending upon the type of service rendered</p>	<p>60% after deductible</p> <p>Paid the same as any other illness; cost-sharing provisions such as deductibles, coinsurance, or co-payments may apply depending upon the type of service rendered</p> <p>Paid as in-network</p> <p>Paid as in-network</p>
Convalescent Care & Home Health Care	80% after deductible	Paid as in-network
Home Infusion Therapy	80% after deductible	60% after deductible
<p><b>Special Notes about the Home Infusion Therapy Benefit:</b> Effective January 1, 2019, the infusion or injection of select products will be subject to the Plan's Certification Requirement (see above). The list of the select products can be accessed by logging on to <a href="http://www.asrhealthbenefits.com">www.asrhealthbenefits.com</a> or by calling ASR Health Benefits at (800) 968-2449.</p>		
Hospice	100%; deductible waived	100%; deductible waived
Private Duty Nursing	50% after deductible	Paid as in-network
<p><b>Special Note about Private Duty Nursing:</b> Eligible private duty nursing charges will <u>not</u> accrue towards the Coinsurance or Total Maximum Out-of-Pocket and will always be paid at the benefit percentage stated above.</p>		
Miscellaneous Plan Provisions		
<p><b>Services Requiring Certification:</b></p> <ol style="list-style-type: none"> <li>Inpatient hospital confinements and observational stays</li> <li>Home and outpatient rehabilitative therapy</li> <li>Durable medical equipment if the purchase price or forecasted total rental cost is \$2,500 or more</li> <li>Home health care</li> <li>Custom-made orthotic or prosthetic appliances if the purchase price is \$2,500 or more</li> <li>Oncology treatment</li> <li>Infusion or injection of select products (a list of the products can be accessed by logging on to <a href="http://www.asrhealthbenefits.com">www.asrhealthbenefits.com</a> or by calling ASR Health Benefits at 800-968-2449)</li> </ol> <p>If a covered person receives eligible treatment at an in-network facility, any anesthesiology, pathology, or radiology charges will be paid at the in-network benefit percentage, even if out-of-network providers performed those services.</p>	<p><b>Coordination with Other Coverage for Injuries Arising out of Automobile Accidents</b></p> <p>In the event that a covered person is injured in an accident involving an automobile, this Plan shall be the primary plan for purposes of paying benefits and the covered person's automobile insurance shall pay as secondary.</p> <p>If a covered person receives treatment from an out-of-network provider and the Plan Administrator determines that treatment was not provided by an in-network provider for one of the reasons specified below, the claim may be adjusted to yield in-network-level benefits:</p> <ol style="list-style-type: none"> <li>There is not access to a Qualified in-network provider located within a Reasonable Distance from the covered person's residence.</li> <li>A covered person traveled to a place where he or she could not reasonably be expected to know the location of the nearest in-network provider (if available).</li> </ol> <p>The term "Qualified" as used above means having the skills and equipment needed to adequately treat the covered person's condition. The term "Reasonable Distance" as used above approximates a 50-mile radius.</p>	
<p><b>NOTE:</b> If your health plan generally requires the designation of a primary care provider, you have the right to designate any primary care provider who participates in our network and who is available to accept you or your family members. For children, you may designate a pediatrician as the primary care provider. For information on how to select a primary care provider, and for a list of the participating primary care providers, contact ASR Health Benefits at (800) 968-2449.</p> <p>You do not need prior authorization from the health plan or from any other person (including a primary care provider) in order to obtain access to obstetrical or gynecological care from a health care professional in our network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services or following a pre-approved treatment plan or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, contact ASR Health Benefits at (800) 968-2449.</p>		