

**AGREEMENT
BETWEEN
THE CITY OF BATTLE CREEK
AND
THE INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL NO. 335**



EFFECTIVE JULY 1, 2025 THROUGH JUNE 30, 2028

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AGREEMENT

This Agreement is entered into by and between the CITY OF BATTLE CREEK, MICHIGAN, a municipal corporation, hereinafter referenced to as the "City," and LOCAL NUMBER 335 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, also known as BATTLE CREEK FIRE FIGHTERS ASSOCIATION (IAFF), AFL-CIO, hereinafter referred to as the "Union."

ARTICLE 1 – PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this Agreement; to promote orderly and peaceful labor relations for the mutual interest of the City, its employees and the Union; to provide for the material well-being of the employees; and to promote the general efficiency of the work force.

Pursuant to Public Act 9 of 2011, the parties to this agreement are required to include the following language: An Emergency Manager appointed under the local government and school district fiscal accountability act may reject, modify or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act.

ARTICLE 2 – RECOGNITION

Section 2.1 – Recognition

The City recognizes the Union as the sole and exclusive collective bargaining representative for all of its employees of the Fire Department of the City, with the exception of the following roles: Chief, Deputy Chief, Battalion Chiefs and clerical employees.

- a) The City shall not enter into any Agreement with its employees covered by this bargaining unit, individually or collectively or with any other organization which in any way conflicts with the provisions hereof.
- b) The word "permanent," when used to describe employee status, is used to distinguish full-time employees from temporary and/or seasonal employees.

Section 2.2 – Payroll Deduction

For those bargaining unit members who properly execute payroll deduction authorization cards, the provisions of which must conform to the legal requirements imposed by the State law, the City agrees to deduct from each paycheck the regular weekly dues fees, and/or assessments and assessments in the amounts certified to the City by the Secretary-Treasurer of the Union and to forward the same to said Secretary-Treasurer within fifteen (15) calendar days thereafter.

Section 2.3 – Management Rights

The Union recognizes that, except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct or supervise the operations of the City and the employee, are vested solely and exclusively in the City.

Section 2.4 – Anti-Discrimination

The City and the Union agree that, for the duration of this Agreement, neither shall discriminate against any employee because of his or her membership or non-membership in the Union.

Section 2.5 – Ratification Agreement

This agreement, and any amendment to this agreement between the City and the Union, shall be effective and may be implemented upon ratification by the authorized representatives of both parties. The exception to such implementation date is a specific agreement between the parties on the effective date of a contractual provision. Integration of the new contractual provisions and execution of the contract will take place within sixty (60) calendar days of final ratification. Printed copies of the new agreement will be made available for distribution to all bargaining unit members within thirty (30) calendar days after execution. The parties will share equally in the cost of printing.

ARTICLE 3 – GRIEVANCE PROCEDURE

Section 3.1 – Definition of Grievance

A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement. The Grievance procedures shall be the exclusive dispute resolution mechanism between the parties.

Section 3.2 – Grievance Procedure

All grievances shall be resolved in accordance with the following procedure:

First Step: Grievance shall be submitted by the Union in writing to the Fire Chief, within ten (10) calendar days of the occurrence or when the occurrence became known or the Union should have known of the event upon which the grievance is based. Within ten (10) calendar days after receipt of the grievance, the Fire Chief and/or other designated representatives from the department shall hold a meeting with the Union representatives, and within ten (10) calendar days after said meeting, the Fire Chief shall give a written response to the Union.

- a) A written grievance shall state: (1) who is affected; (2) what happened; (3) when it happened; (4) where it happened; (5) what section of the contract has allegedly been violated; and (6) what adjustment is requested.

Second Step: If the grievance is not settled in the First Step, the Union shall have ten (10) calendar days to appeal the results of the First Step to the Director of Human Resources and/or their representatives. The appeal shall be in written form including the original grievance and the answer of the Fire Chief, and the reason why such answer is not acceptable. The Director of Human Resources and/or their representation shall have ten (10) calendar days to hold a meeting with the Union representative(s). The Director of Human Resources and/or their representative shall give a written answer to the Union within ten (10) calendar days of such meeting.

THIRD STEP: If the grievance has not been resolved in the foregoing steps and the Union desires to carry it further, the Union shall, within ten (10) calendar days following receipt of the City's Second Step answer, advise the City, in writing, that such answer is unacceptable, including the reasons why it is deemed to be unacceptable, and further advise the City that the matter is being appealed to arbitration.

- a) The parties shall select an arbitrator to whom they shall present the facts and the respective positions concerning the grievance. If the parties are unable to agree upon an arbitrator, the dispute shall be submitted to MERC for a panel list from which the parties shall select the arbitrator by alternate striking. The City and the Union shall equally share the expenses and fees of the arbitrator and the American Arbitration Association.
- b) The arbitrator shall have no authority to add to, subtract from, change or modify the provisions of this Agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein. The decision of the arbitrator shall be final and binding on the City, the Union and the grievant.
- c) The parties agree the Calhoun County Circuit Court is the proper jurisdiction in the event a party appeals an arbitration award.

Section 3.3 – Time Limits

Time limits at any step of the Grievance Procedure may be extended only by mutual agreement in writing. A grievance which has not been settled at any step of the grievance procedure and if not appealed by the Union to the next succeeding step in the time limits provided for appeal shall be considered as having been withdrawn by the Union. If the City does not answer a grievance within the time limit specified for such answer at any step of the grievance procedure, such grievance shall be advanced to the next higher step of the grievance procedure.

Section 3.4 – Policy Grievances

Grievances on behalf of the Union body as a whole shall be filed by the President of the Union, or a duly authorized union representative, and shall be processed in accordance with the procedures set forth in Section 3.2 above.

Section 3.5 – Grievance Meetings

During the presentation and/or discussions of grievances provided for in this Article, time-off without loss of pay shall be granted to three (3) Union representatives for the purpose of representing the Union at such meetings.

Section 3.6 – Special Conferences

Special conferences for important matters (not grievances) will be arranged between the Union President and the Director of Human Resources and shall be held within ten (10) calendar days of such request by either party for such a conference. Additionally, either the Fire Chief or Union President may request a similar conference with each other, to be held within ten (10) calendar days of such request by either party. Special conferences shall include changes, modifications, or alterations to departmental policies, procedures, or conditions. No more than three (3) representatives of the City and no more than three representatives of the Union shall attend such conferences. The members representing the Union shall not lose time or pay for time spent in special conferences. Neither of the parties hereto are required to attend more than one (1) special conference per month.

Section 3.7 – Definition of “Work Days”

For the purpose of this Article, "work days" shall mean the days of Monday through Friday that the City Hall is open during regular business hours.

ARTICLE 4 – DISCHARGE AND DISCIPLINE

Section 4.1 – Removal of Disciplinary Action

An employee can request in writing and shall be granted removal of an oral reprimand after one (1) year, provided there has been no further disciplinary action since the issuance of the discipline. Subject to the same rule, an employee can request and shall be granted removal of a written reprimand after eighteen (18) months.

ARTICLE 5 – SENIORITY

Section 5.1 – Definition of Seniority

Seniority shall be defined as a permanent, full-time employee's length of continuous service within the City Fire Department since the employee's last appointment date. "Last appointment date" shall mean the date upon which an employee first reported for work as a full-time permanent employee at the Fire Department at the direction of the City since which they have not quit, retired, been discharged or transferred outside the Fire Department. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves or for layoff for lack of work or funds, except as hereinafter provided.

Section 5.2 – Probationary Period

All new permanent, full-time employees shall be probationary employees during the first twelve (12) months of their employment or longer as specified in section 5.2 (a), after being counted as

daily staffing. During the probationary period, the new employee shall have no seniority status. At the conclusion of the probationary period, the employee's name shall be added to the seniority list as of the employee's last hiring date.

- a) The probationary period is for the purpose of enabling the City to determine if an employee has the attributes, attitude and capabilities of becoming a permanent full-time employee. New probationary employees are employed on an at-will basis during their probationary period. A new probationary employee may be terminated for any reason at the sole discretion of the City during their probationary period. The City will notify the employee of the reason for termination in writing at the time of the employee's termination. The termination of a new probationary employee shall not be subject to the grievance procedure in Article 3.
- b) Probationary employees shall not count as daily staffing until successful completion of Firefighter I & II and licensed as a Medical First Responder. If the probationary employee is hired with the above certifications and prior experience in a Full-Time Firefighter capacity with a Full-Time fire department, the employee will be counted as daily staffing after working 15 (24 hour) shifts. If the employee does not possess the above certifications and/or has no prior experience as a firefighter, the probationary employee must complete 15 (24 hour) shifts, after becoming credentialed, before being counted as daily staffing.
- c) Probationary employees who need to attend the fire academy to become credentialed must pass the academy or they will be terminated from employment.

Section 5.3 – Seniority List

The City will maintain an up-to-date seniority list. An up-to-date copy of the seniority list will be posted on the bulletin board every six (6) months. The names of all permanent, full-time employees shall be listed on the seniority list in order of their last appointment dates starting with the senior employee at the top of the list. Hires on the same day will be placed on the seniority list in the order that they appeared on the eligibility list. The inclusion on the seniority list of firefighters who have not completed their probationary period shall not diminish in any way their status as at-will employees. Recited in Section 5.2 above.

Section 5.4 – Layoff and Recall Procedure

The layoff and recall of employees shall be done in the manner set forth in Public Act No. 78 (Civil Service for Police and Fire Departments), except that the positions of Fire Chief and Deputy Fire Chief shall be excluded from coverage by the Act.

The City will provide written notice to the affected employee(s) and the Union President at least thirty (30) calendar days in advance of the date of layoff.

In the event that a bargaining unit member is laid-off from a classification, but retains employment in another classification in the bargaining unit, the laid-off member shall retain return rights to their former classification for a period of thirty-six (36) months following the layoff.

Section 5.5 – Termination of Seniority

An employee's seniority within the Fire Department shall be terminated:

- a) If the employee quits, retires or is transferred outside the Fire Department. Any employee who is transferred from the Bargaining Unit to another position within the Fire Department shall retain seniority. If an employee fails to qualify, within the specified qualifying time, in a position with the Department, but outside the Bargaining Unit, the employee shall return to their former position without loss of seniority.
- b) If the employee is discharged for cause and such discharge is not reversed through the procedure referred to in this agreement.
- c) If, when recalled to work following layoff, the employee fails to notify the City within seven (7) calendar days of their intention to return to work or fails to actually return to work within fifteen (15) calendar days after a written notice by certified mail of such recall is sent to the employee's last address on record with the City.
- d) When an employee has been laid off for lack of work or funds for a period in excess of twenty-four (24) consecutive months or for a period equal to the employee's length of seniority, whichever is greater.

Section 5.6 – Promotions

The promotional procedure for employees covered by Public Act No. 78 (Civil Service for Police and Fire Departments) shall be as set forth in the Act. Subject to the following:

- a) The position of Fire Chief and Deputy Chief shall be excluded from coverage by the Act.
- b) A minimum of two (2) qualified applicants shall participate in the promotional process.
- c) All certifications required for all ranks above the rank of firefighter, pursuant to the current job descriptions, which are incorporated herein by reference, will be acquired within the first year after promotion to said position at the City's expense. If there is a need to extend this time because of the unavailability of classes, by mutual agreement of the City and Union, the timeline will be extended.
- d) The probationary period for all promotions shall be six (6) months.
- e) Effective February 2nd 1999, the parties agree on the promotion to the rank of Battalion Chief shall be governed by Public Act 78.

ARTICLE 6 – LEAVES OF ABSENCE

Section 6.1 – Personal Leave of Absence

An employee who has completed their probationary period may be granted a leave of absence for personal reasons without pay and without loss of seniority for a period not to exceed thirty (30) calendar days in any calendar year, provided they obtain advance written permission from the City and can be spared from work for that purpose. Application for such leave must be in writing and submitted to the Chief and the Director of Human Resources. Leaves of absence will not be given for the purpose of enabling any employee to work for another employer or to engage in any form of self-employment and any employee who obtains a leave of absence by misrepresenting the purposes therefore shall be discharged.

Section 6.2 – Medical Leave of Absence

An employee who because of illness, pregnancy or accident is physically unable to report for work may upon request, be given a leave of absence without pay and without loss of seniority for the duration of such disability provided that (1) the employee must promptly notify the City of the necessity for the leave; (2) the employee supplies the City with a certificate from a medical doctor of the necessity for and continuation of such absence when requested; (3) such leave of absence shall not exceed one (1) year; (4) documentation is presented indicating that the employee is not permanently disabled.

Nothing in this provision shall guarantee that an employee returning from a medical leave of absence will be assigned to the same shift and/or station to which he/she had been previously assigned. Pursuant to the sixty (60) day provision contained in Section 15.1, after returning to work the employee must be current with all required certifications.

Section 6.3 – Military Service Leave

Any employee who enters the military service by draft or enlistment shall be granted a leave of absence for that purpose, and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the Selective Service and Training Act and any other applicable laws then effective.

Section 6.4 – Military Field Training Leave

Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserve for the purpose of fulfilling their annual field training obligations and/or responding to any active duty orders. Applications for leaves of absence for such purpose must be made as soon as possible after the employee's receipt of their orders. Employees presenting evidence as to the amount of compensation received from the government shall be paid the difference, if any, between what they received in the form of pay therefore, subject to Federal Income Tax, and what they would have received at their hourly rate of pay during such period. Such payments will be limited in a calendar year to two (2) weeks for annual field training and four (4) weeks for active duty orders.

Section 6.5 – Union Business Leave

The City agrees to grant reasonable time off without loss of seniority and without loss of pay to any employee designated by the Union to attend a labor convention or to serve in any capacity on other official Union business provided the following conditions are met:

- a) Ten (10) calendar days written notice is given to the City by the Union specifying the length of time off requested;
- b) The length of time off does not exceed six (6) work days within any twelve (12) month period; and,
- c) No more than two (2) employees shall be granted such time off for such purpose at any one time. The City will allow up to three (3) employees time off under this provision to attend MPFFU and IAFF conventions once per year. The Union must provide a minimum 30-day written notice prior to the conventions advising who is attending the convention and the time needed.
- d) In the reasonable judgement of the Fire Chief, the employees can be spared from work on the dates and times requested.

Section 6.6 – Jury Duty Leave

The City agrees to grant time off without loss of pay to any employee required to be present for jury duty in any county, or a witness under subpoena by any court, except when the subpoena relates to outside employment.

The employee shall be compensated by the City for time necessarily lost from scheduled work in an amount equal to the difference (other than mileage reimbursement, except when driving a City vehicle) between their normal hourly pay and the total pay received for jury duty on each day. The employee shall work until the time of the court appearance and return to work when excused from court.

Section 6.7 – Witness Leave

When, as a result of performing job duties as a Battle Creek City Fire Fighter, the employee is subpoenaed to make a court appearance, the employee shall continue to be paid for such time as they necessarily lose from their regularly scheduled work while testifying as a witness. When an employee is subpoenaed to make a court appearance at a time other than that for which the employee had previously been scheduled to work, they shall receive straight time pay for all hours necessarily spent while court is in session, with a minimum guarantee of two (2) hours straight time pay, subject to the provisions of FLSA. The employee shall assign their court appearance or witness fee to the City.

Section 6.8 – Bereavement Leave

Employees shall receive the amount of pay they would have received on a regular straight time basis for each day necessarily lost from regularly scheduled duty to make arrangements for and attend the funeral or a memorial service of a member of their immediate family. This payment shall not be made for any of such days on which the employee for any other reason would have been absent from work. Such paid leave shall not be extended unless time is used from other time off banks. To be eligible for such pay, the employee must notify the City as soon as possible of the necessity for such absence, must attend the funeral or memorial service, and, if requested by the City, must present proof of death.

Bereavement Leave shall be granted as follows:

- a) One (1) duty (53 hour employee) or three (3) days (40 hour employee): Sibling (including step), grandparent, grandchild, mother/father in-law, sister/brother in-law.
- b) Two (2) duty days (53 hour employee) or four (4) days (40 hour employee): Current spouse/partner, child (including step) and parent (including step).

ARTICLE 7 – HOURS OF WORK

Section 7.1 – Normal Work Schedule

The normal work schedule of the Fire Fighting Division shall be twenty-four (24) hours worked followed by forty-eight (48) hours off. Except when an emergency is declared by the Fire Chief no member of the Fire Fighting Division shall work more than 96 consecutive hours and must have at least 24 hours of separation before returning to duty.

The normal work schedule for forty-hour employees shall be Monday through Friday. With advance approval of the Chief or Battalion Chief, forty-hour employees may flex the work schedule between the hours of 6:00 a.m. and 8:00 p.m., with a one hour unpaid lunch. Normal work schedules will be 5 eight hour days or 4 ten hour days. However, this normal schedule may be adjusted by the City to meet the legitimate needs of the Department. Nothing herein shall be construed to constitute a guarantee of the above hours to any employee.

Section 7.2 – Hours for Firefighting Division

Shift change time for the Firefighting Division shall be 8:00 a.m. The normal duty period shall be twenty-four (24) hours.

Effective July 29, 2012, the Firefighting Division will be on a twenty-eight (28) day work cycle for determining overtime pursuant to the Fair Labor Standards Act and the granting of a 24-hour Kelly Day. The Kelly Day is based on scheduled hours and will be granted during the twenty-eight (28) day work cycle when an employee is scheduled for ten (10) twenty-four (24) hour shifts. The selection of the specific day in the cycle which is to be this off shift will be made by the employees, in order of seniority, provided that the selection is made by the beginning of that cycle, and further provided that no more than three (3) employees from the same battalion select the same date during the initial selection of Kelly days. Only hours actually worked, not hours paid, will count towards determining any overtime owed during the twenty-eight (28) day work cycle pursuant to the Fair Labor Standards Act threshold of 212 hours, or as amended.

Section 7.3 – Trading Time

Employees of equal rank may be permitted to work for each other so long as the employee's immediate supervisor is notified at the time of the trade.

Section 7.4 – Sick List

The Firefighting Division will have the right to work for any member of the bargaining unit who is unable to work due to accident or illness provided that there is no extra cost to the City and the procedure is in accordance with Article 2, Section 2.7 - Anti- Discrimination.

Section 7.5 – Station Transfers

Employees of the Firefighting Division who have served four (4) years in the department have the right to request and shall receive a permanent transfer away from their current station. Once an employee is eligible, a written request may be made once every two (2) years. The employee's written request will be granted provided they have the seniority (Firefighters) or time in grade (Officers) to displace another employee at that particular station. In cases where more than one transfer request is received for the same position, the first request shall be granted. Except in emergency situations, the transfer will take place within thirty days. The City may only deny a transfer request for a legitimate business necessity. If the employee disagrees with the City's stated reason, a meeting may be called between the employee, the Union, the Chief, and the Director of Human Resources. If the matter cannot be resolved, the Union may pursue the matter through the grievance process. Once a transfer is completed under this section, the employee shall not be transferred back to their original station (prior to the transfer) for at least two (2) years, unless the transfer back is mutually agreeable between the employee and the City. Additionally, once a transfer is completed the employee shall not be displaced from their selected station for a period of twelve (12) months from the date of transfer as a result of another employee utilizing this section. This section does not apply to cross-shift transfers.

- a) Notwithstanding the above, a probationary Lieutenant shall not have the right to transfer stations under this Section until the employee's probationary period has ended.
- b) Anytime there is a realignment of staffing including but not limited to staffing reallocation, station closure, station opening, relocation of rigs that impact staffing, all members who have exercised their transfer rights in the previous 2 years shall have their rights returned and all protections and prohibitions shall be extinguished. The Fire Chief and the Union will meet to negotiate the effects of said realignment. Anytime there is a need to fill a vacancy it will be filled by seniority or time in grade in an "ask down order up" manner

Section 7.6 – Station Duty Assignments

Employees will continue to perform routine station housekeeping and maintenance functions as outlined below:

- a) Maintenance painting of fire stations where such painting does not constitute major rehabilitation or remodeling;
- b) Minor electrical; mechanical maintenance and minor carpentry in the fire station;
- c) Lawn maintenance and snow removal;
- d) Public relations work may be performed between the hours of 8:00 a.m.-8:00 p.m. on Monday through Saturday, and such other times as mutually agreed.

Except as provided in this section, work will not be required:

- a) During an employee's lunch period which will commence between 11:30 a.m. and 12:30 p.m. and will last for ninety minutes.
- b) After 5:30 pm Monday through Friday and after 12:00 noon on Saturdays (except public relations; one (1) training session per shift per fiscal quarter not to extend beyond midnight; and when there is a need to assist with new hire agility testing)
- c) On an employee's Sabbath (except public relations)

Section 7.7 – Compensatory Time

Whenever a forty (40) hour employee works in a situation which would entitle that employee to be paid on a basis of time and one-half (1½), the employee shall have the option to exchange such time paid for compensatory time (CT) at the rate of time and one-half (1½) under the following conditions:

- a) The CT option must be declared by an employee within the pay period worked.
- b) Employees are allowed a maximum of one hundred (100) hours accumulation in their CT bank.
- c) Any use of compensatory time will be charged and deducted from the employee's CT bank.
- d) CT hours must be used in increments of not less than one (1) hour.
- e) Employees may use banked CT hours upon the approval of the Chief or designee.

ARTICLE 8 – FILLING OF TEMPORARY JOBS/VACANCIES

Section 8.1 – Manpower

If the manpower falls below the listed requirement to safely operate the Fire Apparatus, the City shall either: (1) take the apparatus out of service and distribute the remaining manpower, or (2) call in sufficient manpower to safely operate the equipment. The manning requirements are as follows:

- a) **Engine(s)** – Two (2) fire fighters plus one (1) officer (or acting).
- b) **Truck(s)** – One (1) fire fighter plus one (1) officer (or acting).
- c) **HAZ-MAT** – Two (2) fire fighters plus one (1) officer (or acting). If a hazardous materials incident occurs requiring the fire fighters to utilize their protective apparel, a minimum of four (4) qualified Haz-Mat personnel shall be required on the scene.
- d) **Squad(s)** – One (1) firefighter plus one (1) officer (or acting). MRUs shall be used for medical emergencies (excluding auto accidents), non-emergency public service calls or personnel transport to other departmental emergencies. When and if a third squad is placed in service, a Captain or Acting Captain will be assigned to the station.
- e) **Quint(s)** – Treated as Engines with two (2) firefighters plus one (1) officer (or acting), unless the Quint is at station 1 and there is an Engine in service at both Station 2 and Station 3 in which case it may be staffed and deployed as a Truck with one (1) firefighter plus one (1) officer (or acting).

The City shall assure that at least two (2) Captains or Acting Captains are on-duty on each shift at all times. The City may deploy the Captains or Acting Captains in such a way as to require the fewest station moves. Notwithstanding any other provision in this agreement, total shift staffing shall not fall below 18 during any time that on-duty station personnel are responsible to respond at the airport.

The component of manpower may be reduced by one (1) firefighter on any engine or rescue engine for official department business (no more than three at any given time), or for a maximum period not-to-exceed three (3) hours for the purposes of that employee engaging in official departmental training on apparatus. At no time will the above apparatus be reduced below three (3), including an officer or an acting officer, for purposes of training under this section.

Section 8.2 – Selection Procedure

It is understood that if the total personnel needed in the above manning schedule is not maintained for all authorized apparatus, then the City shall either hire overtime from that classification that is vacant or take the apparatus out of service. It is further understood that as long as the total personnel needed in the above manning schedule is maintained for all authorized apparatus, the Chief may use "acting officers" to fill officer vacancies as follows:

- a) If a vacancy occurs in the rank of Lieutenant, then the vacancy will be offered to the top fire fighter on the eligibility list for Lieutenant, for that particular shift. If they refuse, the job will be offered to the next person on the eligibility list and continue on down the eligibility list for that shift until a person is found to fill the position.
- b) If a vacancy occurs in the rank of Captain, then a vacancy will be offered to the top Lieutenant on the eligibility list for Captain for that particular shift. If they refuse, then the job will be offered to the next person on the eligibility list and continue on down the eligibility list for that shift until a person is found to fill that position. If the list is exhausted and the vacancy to be filled is one or both of the two (2) Captains referenced in Section 8.1, then qualified personnel in the station where the vacancy exists may be assigned as Acting Captain.
- c) If the vacancy cannot be filled in accordance with the above, then the Chief Officer in charge of that shift will apply the "ask down order up" model to the eligibility list personnel according to which classification is vacant.
- d) If the relevant Eligibility List has expired and is no longer in effect, the expired list will be used for filling temporary vacancies until a new list is established.
- e) If Eligibility Lists are not available because all personnel listed have either been promoted or their names have been removed from the list, the chief officer will assign personnel by seniority in grade in a "ask-down order-up" method, according to which classification is available. The only exception shall be if the acting assignment is at the qualified member's assigned station then the qualified member shall be required to fill the acting assignment.

Section 8.3 – Pay during Temporary Transfers

Employees temporarily transferred for the convenience of the City shall, during the period of such temporary transfer, receive the rate of pay they would have received on their permanent job assignment or the maximum rate of pay for the job to which they are transferred, whichever is greater, for the entire period of such transfer. A Temporary Transfer does not occur when an employee is acting up.

Section 8.4 – Assignment of Probationary Lieutenant

Probationary Lieutenants will not be used as Acting Captains; however, it is understood that probationary Lieutenants may be used in Lieutenant's positions.

Section 8.5 – Acting Instructor

The parties agree that Section 8.5 allows for the use of Acting Instructors under the following terms.

- a) Bargaining unit members who are acting in the role of providing instruction beyond the scope of their current position will be compensated at the Training Officer non-probationary rate while delivering training on their own shift. If training is scheduled off their normal shift, the employee shall receive one and one-half (1 ½) at the employee's regular rate of pay (FLSA overtime).
- b) Station officers are not eligible to receive pay as an Acting Instructor when providing company level training to their crews.
- c) It is understood that if at any time the Fire Department goes three months or more without having a Training Officer position filled, all use of Acting Instructors will cease until the vacant Training Officer position is filled again; however, station officers may still provide company level training.
- d) All curriculum presented by the Acting Instructors shall be reviewed by the Training Officer and approved by the Chief and the Training Division prior to it being taught.

ARTICLE 9 – WAGES

Section 9.1 – Salary Schedule

For the life of this Agreement, the salary schedule set forth in Appendix "A" attached hereto and by this reference made a part hereof shall remain in full force and effect. Modify appendix A as follows:

5-year contract

2.0 % - 1st year upon ratification

2nd year July 1, 2021 Wage Scale*

3rd year July 1, 2022 Wage Scale*

4th year July 1, 2023 Wage Scale with a 2.25% increase to the wage Scale for Firefighters and Equipment Operators

5th year July 1, 2024 Wage Scale with a 2.25% increase to the wage Scale for Firefighters and Equipment Operators

Add Equipment Operator to the Wage Scale. Equipment Operators will receive a 2% raise 1st year continuing them 3.5% higher than top paid Firefighter. Year 2 Equipment Operators will be placed on the new wage scale at the first step that provides them with a wage increase.

* Upon promotion, or in the case of Equipment Operators appointment, employees shall be placed at the first step in the Wage Scale for their new classification which provides them with a wage increase over their prior position. Every employee shall be advanced to the next wage step within their classification annually on July 1st.

Section 9.2 – Overtime Pay

All employees shall receive time and one-half (1½) at the employee's regular rate of pay (FLSA overtime) for all work performed in excess of the normal work week for forty (40) hour employees, or the FLSA Standard for the twenty-eight (28) day work cycle. Only hours actually worked, not hours paid, go towards determining any FLSA overtime liability. There shall be no pyramiding of overtime hours. Effective May 14, 2007, employees shall receive a minimum of two (2) hours paid at their prevailing hourly rate or time and one-half for actual time worked, whichever is greater, when "hired" for additional work (contract overtime). It is understood that an employee is normally "hired" for contract overtime by being held over at the end of their work shift or called in while off duty. Employees will be called in using the list kept for overtime coverage. Any employee that is improperly passed over for overtime shall receive six (6) hours paid at their prevailing hourly rate.

FLSA overtime shall be paid on the first check after the completion of the 28-day cycle in which it was worked. Contract overtime shall payable in the next pay check after it was worked.

The City may skip members on the overtime list to get to the first ARFF qualified individual if there is no ARFF qualified employee on duty to fill a vacancy at the airport.

Section 9.3 – Emergency Call in for Duty

An employee called in for emergency duty at a time other than their scheduled work shift shall be credited with a minimum of four (4) hours of pay at their hourly rate, or with the actual hours worked at one and one-half (1½) times the employee's hourly rate, whichever is greater, unless such time be continuous with their scheduled work shift, in which case the guaranteed minimum pay shall not apply, but they shall be paid at one and one-half (1½) times their hourly rate for all hours worked prior to their scheduled shift.

Section 9.4 – Stand-by Pay

The City will grant employees in the Fire Inspection/Prevention Division who choose to make themselves available on a stand-by basis an additional 1.5 hours pay per week at the employee's hourly rate of pay. Response shall be at the sole discretion of the employee.

Section 9.5 – Payday

Employees shall be paid on a bi-weekly basis.

Section 9.6 – Direct Deposit

All employees must make arrangements for direct deposit of their entire paycheck.

ARTICLE 10 – VACATIONS

Section 10.1 – Vacation Schedule

Effective the first paycheck of January of a calendar year the employee who, during the calendar year will complete one or more years of continuous service with the City since their last hiring date, shall receive vacation, with pay, as follows:

Years of Service	40-Hour Employee	53-Hour Employee
One (1) but less than five (5)	88 hours	120 hours (5 days)
Five (5) but less than ten (10)	128 hours	192 hours (8 days)
Ten (10) but less than fifteen (15)	168 hours	240 hours (10 days)
Fifteen (15) but less than twenty (20)	208 hours	312 hours (13 days)
Twenty (20) years or more	248 hours	360 hours (15 days)

Employees hired on or after July 1, 2011, will be subject to a new vacation schedule as outlined below. Current employees will be given a one-time option to switch to the new vacation schedule. Such election is irrevocable. The new schedule is as follows:

Years of Service	40-Hour Employee	53-Hour Employee
Six (6) months	48 hours	48 hours (2 days)
One (1) but less than two (2)	88 hours	120 hours (5 days)
Two (2) but less than seven (7)	128 hours	192 hours (8 days)
Seven (7) but less than thirteen (13)	168 hours	240 hours (10 days)
Thirteen (13) years or more	208 hours	312 hours (13 days)

- a) Employees terminating before their employment anniversary date shall reimburse the City for any vacation pay that is advanced but not subsequently earned.
- b) Employees hired on or after January 1 of the calendar year are entitled to vacation benefits during their first calendar year. Employees with hire dates on/or between 1/1 and 6/30 will receive 48 hours. Employees with hire dates on/or between 7/1 and 12/31 will receive 24 hours. It is agreed that employees will not be allowed to take vacation time until they have reached their six (6) month anniversary.
- c) Up to two days (48 hours) may be cashed in annually at the employees' full hourly rate of pay, to be paid on the paycheck that includes December 1st of each year, providing the employee notifies the City of their desire to cash in vacation time.
- d) Except as provided herein, vacation shall not be cumulative from year to year. Up to two (2) weeks of unused vacation time shall be converted to personal time at the end of the

year. Two (2) weeks is defined to be 80 hours for 40-hour employees and 120 hours for 53-hour employees. Any vacation time over the two (20 weeks) shall be lost.

Section 10.2 – Vacation Pay

One week of vacation pay shall equal the straight time earnings the employee would otherwise have received had they worked during the week of vacation time off.

Section 10.3 – Vacation & Kelly Day Scheduling

The following guidelines apply for selection of vacation and Kelly days:

A. VACATION SELECTION: A single vacation list for each firefighting shift shall be established for the entire year. The list will be issued September 1 of each year, and completed by December 31 of the same year. Vacation on each shift shall be chosen by seniority. Each station shall be furnished a copy of the vacation list for their shifts with a seniority list on each sheet denoting the number of weeks of vacation credited to each employee. An employee's credited vacation that is not scheduled during the first two rounds of vacation picks shall remain in the employee's vacation bank. Vacation selection will be as follows:

1. **First Round:** Starting with the first employee on the seniority list, each employee entitled to a two or more-week vacation may schedule from one to five consecutive duty days of vacation. Employees may also pass during the first round.
2. **Second Round:** After completion of the first round, starting with the first employee on the seniority list, each employee may schedule the remainder of their vacation time. Vacation selection during round two may be in single day increments. Employees may also pass during the second round.
3. The following rules apply to vacation selection:
 - a. During the first two rounds of vacation selection, a limit of three employees may schedule vacation for any duty day.
 - b. Each employee must make their choice within three calendar days from the time the employee is notified by the station officer that the seniority list is available. If the employee fails to make a choice, the employee will be deemed to have waived the selection of vacation period, and the next employee on the list shall choose their vacation.
 - c. Vacation time off once scheduled shall not be cancelled by the chief unless an emergency situation exists or unless required by a permanent change in shift assignment. Should the City require a change in shift assignment, the employee's scheduled vacation day(s) shall be assigned to days concurrent with their originally scheduled vacation day(s). Exceptional cases will be given special consideration by Fire Chief.

- d. If an employee becomes ill or is injured during their vacation and is admitted to a hospital (excluding emergency room care), the employee shall be allowed to charge their accumulated sick leave bank instead of their vacation bank.
- e. Employees are allowed to change vacation days selected. Changed days may be rescheduled to any available consecutive or non-consecutive days, returned to the employee's bank, or any combination of these options at the employee's discretion.
- f. Vacation slots left open after the rounds of vacation selections are completed and posted in the stations will be made available for the use of Kelly days within the 28 day Kelly period. Vacation days shall have precedence over Kelly days in vacation slots if conflicting requests for scheduling occur.

B. KELLY DAY SELECTION:

A single Kelly day list for each firefighting shift shall be established twelve (12) shift days prior to each ten (10) shift day Kelly period. Kelly days on each shift shall be chosen by seniority. Each station shall be furnished the Kelly day list for A, B and C shifts. Selection of Kelly days will be as follows:

- i. Starting with the first employee on the seniority list, each employee entitled to a Kelly day may schedule it during the ten (10) shift day Kelly period. The employee may also pass. During this selection, a limit of three employees may schedule Kelly days for any duty day.
- ii. After the first-round selection is completed, during the second-round employees may schedule their full Kelly day or split the day into two 12-hour increments for use on separate duty days within the ten (10) shift day Kelly period. Employees selecting twelve (12) hour splits must schedule such time from 0800 to 2000 or 2000 to 0800. No other split of time is allowed. If an employee fails to select a date within the time period they are eligible, the City will assign a date to the employee.
- iii. The following rules apply to Kelly day selection:
 - 1. Kelly day slots left open after the initial selection for Kelly day periods, or slots in non-ten (10) shift periods, will also be made available for the use of vacation. Kelly days shall have precedence over vacation days in Kelly slots if conflicting requests for scheduling occur. Slots in the ten (10) shift Kelly periods and the two 28-day work cycles following the Kelly period for each individual shift (A, B, or C) will be made available to pick on the Monday immediately following the establishment of the Kelly day list.
 - 2. Kelly days once scheduled shall not be cancelled by the Chief unless an emergency situation exists.

3. A designated time shall be established each duty day for any requests for a change in the status of a vacation or Kelly day. All requests for change must be submitted in writing to the Chief or the Chief's designated authority by the time established for that particular day. In the event of conflicting requests, the request of the most senior employee shall be granted.
4. Five (5) members of the firefighting division may be off at the same time on each shift on any combination of vacation or personal days and an additional member during Kelly periods and Spring Break for a two (2) week period starting with the last Monday in March, and on the following Holidays: Independence Day, Thanksgiving Day and Christmas Day. The Chief may, from time to time, establish an increased number of employees on vacation.
5. Vacations of Prevention and Training Division employees may be taken in half, single or multiple days if the efficiency of the department will not be impaired and with the approval of the immediate supervisor. One (1) week of vacation for such employees shall equal the number of hours in the regularly scheduled work week, i.e., 40. When a granted holiday is observed during the scheduled vacation of any Prevention and Training Division employee, their vacation shall be extended one (1) consecutive day.

Section 10.4 – Termination of Employment

An employee who retires or dies during a calendar year after their employment anniversary date will be entitled to vacation pay on a prorated basis.

ARTICLE 11 – HOLIDAYS

All permanent, full-time employees shall be entitled to receive the following paid holidays:

New Year's Day

Martin Luther King Day
President's Day
Good Friday
Memorial Day
Juneteenth
Independence Day

Labor Day

Veteran's Day
Thanksgiving Day
The Friday following Thanksgiving Day
Christmas Eve
Christmas Day

- a) In lieu of the above listed holiday, all permanent, full-time employees who during the contract year were fifty-three (53) hour employees shall receive in the pay period that includes June 1st of each year, an annual holiday bonus as follows:

June 1, 2021	\$2811.04
June 1, 2022	\$2867.26
June 1, 2023	\$3168.32

June 1, 2024 \$3231.69
June 1, 2025 \$3296.32

The payment shall be included in the employee's regular check with the minimum required percentage withholding for Federal income tax purposes. For employees who either become or are removed from fifty-three (53) hour work week status during the year, such payment shall be prorated on the basis of the number of holidays occurring during the period they occupied the fifty-three (53) hour status. Non-probationary employees whose employment terminates during the contract year shall receive such prorated payment along with their final paycheck. For purposes of the Fair Labor Standards Act, this lump sum payment shall be considered to be compensation for the course of the entire work year.

- b) A forty (40) hour per week employee shall receive eight (8) hours of pay at their regular straight time rate for such holidays if the employee works their last scheduled work day before and after the holiday.
- c) A forty (40) hour per week employee qualifying for and working on any of the above listed holidays shall receive one and one-half (1½) times their hourly rate of pay for all hours actually worked on such holidays in addition to said holiday pay.

ARTICLE 12 – INSURANCE

Section 12.1 – Health Insurance for Active Employees

The City shall provide each full-time, active employee the option of selecting one of the following health plans:

- a. The City of Battle Creek offers a High Deductible Health Plan (HDHP) which is the City's base PPO plan for health care coverage with a \$2,000 deductible for single and \$4,000 deductible for two person or family coverage.
- b. In addition to the base plan, the City agrees to provide at least one other plan through an insurance carrier authorized to conduct business in the State of Michigan.
- c. Such Coverage will be available to active, full-time employees and their dependents under age 26 if the employee authorizes the payroll deduction for their portion of the premium.
- d. The City agrees to pay 80% of the annual premium and the employee shall pay 20% of the annual premium cost for their election of single, double or family coverage. The cost of the annual premium will be deducted on a pro-rata basis each pay period each month. If, for any pay period there are insufficient wages due and payable to the employee to cover the premium to be withheld, the employee must submit the appropriate amount directly to the City no later than the end of the calendar month when the premium is due.
- e. The City will allow employees the opportunity to opt out of health care coverage, provided the employee provides proof of the coverage at open enrollment. Employees who opt out of coverage shall receive a payment of \$500 per month. If the City's premium cost for a member's plan would have been less than \$500, the opt out payment shall be equal to the City's premium cost. Employees can opt back

in at the next open enrollment or if there is a qualifying event under COBRA and the employee loses their other coverage.

- f. The City's health year is the calendar year. Upon notice from any employee with supporting documentation that he/she has reached the federal maximum HSA contributions for the year, the City will immediately terminate any payroll deductions.
- g. Employees on an unpaid leave of absence, suspension or layoff shall continue to have their health insurance benefits (health, dental, life) paid by the City for the first sixty (60) calendar days. After sixty (60) calendar days, an employee may continue the health insurance benefits in effect, to the extent allowed by the insurance company, by paying their portion of the monthly premium to the City in advance. Employees receiving Worker's Disability Compensation benefits including First Responder Presumed Coverage Fund shall receive health insurance paid by the City for the period that the supplemental payments set forth in Article 13, Section 13.5 remain in effect.

Section 12.2 – Healthcare for Future Retirees

Employees separating from service, on or after ratification of this contract, with a benefit immediately payable from the pension plan shall be allowed to continue on the City's group health insurance plan(s) pursuant to the terms listed below.

- 1. The City will provide to bargaining unit members who were hired prior to July 1, 2020 and who separate from service from the City on or after the date of ratification of this contract a maximum benefit of a \$200 stipend per month towards the cost of insurance premiums. The stipend will be reflected as a credit on the insurance premiums invoice. To be eligible to receive the stipend, a bargaining unit member must have served a minimum of (15) years with the City and retire with a pension benefit immediately payable. A full stipend shall be paid to those who retire with a minimum of 25 years of service credit. Those retiring with less than 25 years of service credit will have the stipend prorated as follows: 15 to 17 years of service 80%, 18 to 20 years of service 85%, 21 to 24 years of service 90%. A surviving spouse, as defined by the pensions act (Act 345) is eligible for an \$80 per month credit on the insurance premiums invoice.
- 2. Retired bargaining unit members receiving the benefit outlined in paragraph one (1) above will be eligible to participate in the City's group health insurance plan(s). Benefits shall be identical to those provided to active bargaining unit members, and are subject to change as benefits change for active employees in the bargaining unit. The City reserves the right to provide additional options for retirees that would reduce premiums.
- 3. IAFF 335 shall create and administer a benefit plan that will provide each eligible participant in the plan a lifetime benefit of a maximum of \$10,000 per year over and above the benefit provided in paragraph one (1) above, to be used toward the cost of retiree health insurance premiums. To accomplish this level of funding, bargaining unit members will contribute a portion of their wages into a retiree health insurance trust fund created pursuant to Michigan Public Act 149 of 1999 (149 TRUST). The details of the plan are as follows:
 - a. Participation is mandatory for all IAFF 335 bargaining unit members, who shall make all required employee contributions through automatic payroll deduction.
 - b. Contributions shall be as follows: beginning January 1, 2021 - 3.75% from the employee and 1.25% from the City. Beginning June 30, 2025, 4.5% from the

employee and 0.5% from the City. Because the bargaining unit members are assuming the funding risk of the plan, the board of trustees of the 149 TRUST shall have the authority to increase or decrease bargaining unit member's contribution rates as necessary to maintain the \$10,000 benefit based on actuarial analysis. The 149 TRUST trustees shall also have the authority to increase or decrease the maximum benefit of \$10,000 based on actuarial analysis.

- c. To be eligible for the 149 TRUST distribution in retirement, a bargaining unit member must have a minimum of (15) years of service with the City and retire with a pension benefit immediately payable. If a member separates from service prior to becoming eligible, the fund will reimburse that member their contributions upon separation. A full 149 TRUST distribution is available for those who have a minimum of 25 years of service credit. Those with less than 25 years of service credit will have the benefit prorated as follows: 15 to 17 years of service 80%, 18 to 20 years of service 85%, 21 to 24 years of service 90%.
- d. Once retired, eligible members must contribute a percentage of their pension benefit on a monthly basis into the 149 TRUST. The percentage amount shall be calculated based on one-half the total percentage of payroll contributions. As an example, if the payroll contribution is 3.5% from the employee and 1.5% from the City then the retiree must contribute 2.5% (half of the 5% total of employee and City contributions) of their pension benefit to remain eligible for a 149 TRUST distribution.
- e. A surviving spouse, as defined in Act 345 of 1937, shall be eligible to continue receiving a 149 TRUST distribution. The surviving spouse must continue the retiree contribution to the 149 TRUST as outlined in 3(d) above to remain eligible.
- f. Bargaining unit members receiving a duty disability pension are eligible for the full \$200 outlined in paragraph one (1) above as well as a full 149 TRUST distribution regardless of the number of years of service.
- g. Distributions from the 149 TRUST are for the sole purpose of paying retiree health insurance premiums. Distributions from the 149 TRUST may be made for the payment of City health insurance premiums, dental insurance premiums, and vision insurance premiums. Distributions shall not exceed the actual cost of the City insurance premiums or \$10,000, whichever is lower, and are subject to the limitations as set forth in the vesting schedule in 3(d) above.
- h. Insurance premium costs in excess of the benefit provided in (1) and (3) shall be the sole responsibility of the retiree or their surviving spouse.
- i. Retirees may elect to opt out of the City's group plan. The retiree will be allowed to opt back into the group plan with a COBRA qualifying event, or any subsequent open enrollment period.
- j. The City shall collect all active employee contributions through payroll deduction and deposit such contributions into the 149 TRUST on at least a monthly basis.

4. As allowed by law, the 149 TRUST board of trustees will include, as a minimum, the following representation: four (4) members from IAFF Local 335 and one (1) member from the City as designated by the City Manager. Effective January 1, 2023, the board will be expanded by adding two (2) retirees who are drawing benefits from the plan. The retiree members shall be selected by majority vote of the Union and City members of the board.

5. For the purpose of determining service time required for vesting and eligibility for the benefits specified in this Section 12.1(B), bargaining unit members and those otherwise eligible as of July 1, 2020 shall receive service credit for all City fire department service prior to that date. Bargaining unit members hired thereafter and those rehired with prior City service after July 1, 2020, must contribute into the 149 TRUST for a minimum of 15 years to qualify for 149 TRUST distribution. Employees who are rehired with prior City service will only receive credit for purposes of this plan for time they actually made contributions into the 149 TRUST.
6. Benefit payments provided pursuant to the 401(h) plan are no longer available for bargaining unit members who separate from service with a benefit immediately payable on or after July 1, 2020. However, the parties recognize that such funds may be available for distribution in the future, pending City Commission action and the collection of millage for such purposes. To the extent funds to bargaining unit members, if any, are distributed, bargaining unit members separating from service with a benefit immediately payable after date of ratification of this Agreement, shall also receive supplemental payments from the 401(h) fund. Such payments are at the sole discretion of the City Commission or such group responsible for the distribution of funds from the 401(h) fund.
7. The benefits provided in this section (Section 12.2) are only available to current and future active employees who separate from service with a benefit immediately payable on or after July 1, 2020 who meet eligibility requirements.

The Battle Creek Firefighters 149 Retiree Health Insurance Funding trust (BCFF-RHIFT), was established July 1, 2020. See By-Laws attached as Appendix C.

8. Retirees, if eligible for Medicare, must participate in Medicare Advantage plans offered by the City on an annual basis.
9. In the event the actuarial reveals a higher contribution rate than is envisioned by the Agreement, the City agrees to allow IAFF to back out of this Agreement and the parties will resume bargaining.

Section 12.3 – Dental Insurance

The City agrees to pay the premium for dental insurance for employees and their eligible dependents. The plan shall be an 80/20 plan (or equivalent), with the following benefits:

Deductible: no deductible on Diagnostic, Preventive or Emergency Palliative, x-rays (Class I); \$25.00 per person on balance of Class II and Class III benefits.

<i>Benefit</i>	<i>\$1,500 annual maximum contract benefit per person for Class I, II, and III benefits.</i>
Orthodontics	50% co-pay on Class IV benefits, with lifetime maximum of \$1,000 per eligible person
Charges	Pays base on usual, customary, and reasonable as determined by the insurance carrier

Employees who opt out of coverage shall receive an opt out payment of \$200 per year for single; \$300 for 2 person and \$500 per year for family. In the event the cost of dental coverage falls below that amount all allocated for opting out, the employee will receive as the opt out amount the cost of the coverage paid in full on the second pay period in January. Employees can opt back in at the next open enrollment.

Section 12.4 – Life Insurance

The City agrees to pay the premium for term life insurance, with an accidental death and dismemberment rider, for each eligible employee. The amount of insurance shall equal two times the employee's base annual salary, rounded up to the next one thousand dollars. City shall also provide, at no cost to the employee, term life insurance for an eligible employee's spouse and dependents. Spousal coverage shall equal \$10,000; dependent coverage shall be \$5,000 per dependent.

Section 12.5 – Conditions of Insurance Coverage

Insurance provided under Sections 12.1 through 12.4 above shall be subject to conditions imposed by the various insurance carriers. The City's responsibility under this Article is limited solely to the payment of necessary premiums to purchase the insurance described in Section 12.1 through 12.4 of this Article. The City agrees to maintain the level of City-paid group insurance benefits as outlined in this Article during the life of this Agreement.

ARTICLE 13 – PAID SICK AND PERSONAL LEAVE

Section 13.1 – Sick and Personal Leave

The City of Battle Creek shall provide the use of sick time in accordance with Earned Sick Time Act. Beginning July 1, 2015, all members covered by this Agreement who work a normal work week consisting of forty (40) hours shall have 84 hours of Sick time and 16 hours of personal time front loaded at the beginning of the year. Newly hired employees shall have a prorated amount front loaded based on the number of full months worked prior to the end of the year. At no time shall a 40-hour employee's combined sick and personal banks exceed 1,280 hours.

Beginning July 1, 2015, all members covered by this Agreement who work suppression shall have 120 hours of sick time and 48 hours of personal time front loaded at the beginning of the year. Newly hired employees shall have a prorated amount front loaded based on the number of full months worked prior to the end of the year. At no time shall a suppression employee's combined sick and personal banks exceed 1,950 hours.

1. Said employees shall be charged first against their sick leave accrued on or after July 1, 2014, if any, for the actual number of duty hours missed while on sick leave. If the only sick leave hours in an employee's combined leave bank were accrued prior to July 1, 2014, the employee may utilize those hours consistent with this agreement.

On July 1, 2014, all members of the bargaining unit shall have their existing sick leave banks frozen at the levels which existed prior to the leave hours credited to them on that date.

Section 13.2 – Verification of Illness

The City may request a certificate from a medical doctor indicating the nature and duration of an employee's illness when an employee uses three (3) or more consecutive days of sick leave or when the City has reason to believe the employee is abusing sick leave, before allowing the employee to return to work, provided that notice is given to the employee of the required doctor's slip prior to the employee attempting to return to work. In all instances, the burden of proof for use of sick leave rests with the employee. The City will endeavor to notify the employees of the necessity for a note from a doctor's office (doctor, physician's assistant, or registered nurse) within two hours of the start of the shift in question. The City shall reimburse the employee for any out-of-pocket expenses associated with obtaining documentation of verification of illness.

Section 13.3 – Cash Payment for Sick Leave

Leave time credited on or after July 1, 2014 shall have no cash-out value. Any employee with frozen sick time which accrued prior to July 1, 2014 may, on an annual basis, receive an amount equal to one-half (1/2) of up to 150 hours of such sick leave. Employees electing this option must request the payment in writing no later than July 1; and payment shall be made in the first pay date in August. Upon retirement with a benefit immediately payable or death of an employee, the employee or their estate shall receive an amount equal to one-half (½) of up to one thousand nine hundred and fifty (1,950) hours of unused sick leave pay for fifty-three (53) hour employees and one-half (½) of up to twelve hundred and eighty (1,280) hours of unused sick leave pay for forty (40) hour employees.

Section 13.4 – Paid Emergency Leave of Absence

Members of the bargaining unit may use accumulated sick leave to care for an ill or injured member of their immediate family. Employees are required to submit paperwork to determine if FMLA coverage applies.

Section 13.5 – Payments Supplementing Worker's Compensation

The City will allow an employee injured on the job and eligible for benefits pursuant to the Worker's Compensation Act as amended from time to time to draw the difference between their Worker's Compensation benefits and their normal net rate of pay (gross less Federal, State and City taxes, police & fire pension and fire retiree healthcare withholding) by charging their accumulated sick leave bank for the period of time in which worker's compensation is provided. The City shall supplement the employee's compensation as mentioned above for a period of six (6) months without any charge to the employee's accumulated sick bank or twelve (12) months for burn injuries.

- a. Hours of paid sick leave are not available for use when an employee is absent from work and receives compensation for such hours lost from work under the Michigan Worker's Disability Compensation Act, except as stated above. If sick leave is used for such purpose, the amount of gross pay shall be repaid to the City upon receipt of the Worker's Disability Compensation benefit checks and the amount of paid sick leave credits shall thereupon be restored.

- b. The City shall pay employees as if they worked for any lost hours due to a duty-related injury or illness which is found to be compensable under the Workers Compensation Act, but for which the statute does not require compensation (i.e. waiting period).
- c. Due to occasional delays in processing Worker's Disability Compensation benefit claims, the City agrees to make a payroll advance in the amount of the anticipated benefit check for a period of up to four (4) weeks, provided the affected employee agrees in writing to repay the City upon receipt of the benefit checks and that in any event if the advance is not repaid within ninety (90) days it may be charged against accumulated vacation or withheld from future paychecks, holiday payments or longevity payments.

Section 13.6 – Sick Leave Incentive

Any employee who uses no sick leave for any of their regularly scheduled shifts during a three-month period (fiscal-quarter), shall receive a sick leave incentive bonus of \$250.00, provided the employee is actively working at least two of the three months in the quarter. The sick leave bonus shall be paid in the first full paycheck that falls after the end of the fiscal quarter.

ARTICLE 14 – LONGEVITY

The City agrees to a longevity pay program whereby it pays to all eligible employees, defined as employees hired before July 1, 2011, who qualify for such, the amount set forth below. Payment will be made in the pay check which includes December 1 of each year based on the anniversary date attained by the employee during that calendar year.

- a. To those full-time permanent employees who have completed seven (7) or more years of continuous service, the City will grant \$375.
- b. To those full-time permanent employees who have completed twelve (12) or more years of continuous service, the City will grant \$675.
- c. To those full-time permanent employees who have completed twenty (20) or more years of continuous service, the City will grant \$1,000.00.
- d. Employees who have qualified for longevity pay shall, upon retirement, receive a pro-rata share of their annual longevity as of the effective date of retirement for the year in which they retire. The pro rata share shall be equal to the number of complete months past their employment anniversary date and shall be payable on the last paycheck paid to the employee.
- e. Payment to the beneficiary of a deceased qualified employee of the employee's longevity pay for the year in which the death occurred shall be made on the same basis as payment to a retired employee.

ARTICLE 15 – TRAINING AND EDUCATIONAL INCENTIVE

Section 15.1 – Medical First Responder

As a condition of employment the employee must maintain a valid MFR and CPR license. It is the employee's responsibility, not the City's to track and maintain the required continuing education credits. Any employee whose MFR and/or CPR license lapses shall be afforded up to sixty (60) days unpaid leave to become recertified. Failure to become recertified may result in discipline up to and including discharge.

The City shall pay the full cost for employees to be trained and initially certified as Medical First Responders (MFR). After initial certification, the City shall provide access to the necessary training for renewing the certification and shall pay the cost, if any, of certification renewal. Training for MFR and CPR licenses shall be available during the employee's scheduled work shift. Any training/classes for MFR and CPR licenses taken outside of the employee's scheduled shift will not be compensated. The City will not pay the fee for an expired MFR or any prerequisite license to be renewed.

It shall be the responsibility of each employee to apply for certification renewal and to assure that he/she obtains and maintains the required number of credits to maintain certification.

Section 15.2 – Educational Incentive

Employees are eligible to participate in the City's tuition reimbursement program to the extent that funds are available for such program and pursuant to guidelines for reimbursement that the City establishes. The City will provide payment to permanent, full time employees who have completed accredited courses or degrees the amounts set forth below with the paycheck that includes June 1. All courses must be certified by an accredited college or certifying institution before payment is made, and a passing grade of "C" or above must be received.

<i>E.M.T – F.S.C.</i>	<i>\$350</i>
Paramedic	\$400
Associate in Fire	\$350
Bachelor	\$500
Bachelor – Fire related degree	\$750

Payment shall not be stacked; however, employees may be eligible for both Paramedic and Bachelor incentives (as an example), if eligible.

Section 15.3 – Team Incentives

Employees are eligible for an incentive when they are part of the Aircraft Rescue and Firefighting Division (ARFF), Hazardous Materials Team, or the Technical Rescue Team (TRT), as long as there is a need for these specialties and the funds are available for the programs.

The ARFF Division and the Special Operations Teams will have a dedicated number of rostered positions as defined by administration.

Eligibility, selection and requirements for each discipline, except Team Coordinator, are outlined in the Battle Creek Fire Department Policies and Procedures manual. Team Coordinator shall be picked by the Fire Chief.

Those members that are on one (1) or more of the disciplines listed below are eligible to receive the annual incentive for each of the disciplines that they qualify for. The City will provide payment to permanent, full time employees who occupy these positions the amount set forth below with the paycheck that includes January 1st.

Aircraft Rescue and Firefighting (ARFF)	\$450
Hazardous Materials Team	\$450
Technical Rescue Team	\$450
SCBA Tech	\$750
Team Coordinators	\$750

ARTICLE 16 – WORK STOPPAGE

Section 16.1 – No Strike – No Lockout Pledge

The Union agrees that during the life of this Agreement neither the Union, its officers or agents will authorize, instigate, aid, condone, or engage in a strike, slowdown, or other interferences (to include picketing in uniform) with the City's operations. The City agrees that during the same period there shall be no lockouts.

Section 16.2 – Discipline for Violation

Individual employees, groups of employees or stewards who instigate, aid or engage in a strike, slowdown, or other interferences (to include picketing in uniform) with the City's operations may be disciplined or discharged at the sole discretion of the City.

ARTICLE 17 – PENSION PLAN AND DEFERRED RETIREMENT OPTION

Section 17.1 – Pension Benefit

Those employees covered by the Firemen and Policemen Pensions Act (P.A. 1937, No. 345) shall have their retirement benefit calculated on the basis of 3.0% of average final compensation multiplied by the first 25 years of service credited up to a maximum benefit equal to 75% of final average compensation.

Effective July 1, 1995, employees retiring on or after that date may retire with full pension benefits after twenty-five (25) years of service, regardless of age. Also, effective July 1, 2017, the employee pension contribution shall be increased from 11.04% to 11.54% upon ratification, the employee contribution shall be increased from 11.54% to 12.04% on July 1, 2021, the employee contribution shall be increased from 12.04% to 12.54% on July 1, 2022, the employee

contribution shall be increased from 12.54% to 13.04% on July 1, 2023, the employee contribution shall be increased from 13.04% to 13.54% on July 1, 2024. The cost of the "25 and out" benefit shall be amortized over a thirty (30) year time period beginning July 1, 1995.

Employees retiring on or after June 30, 2008, shall have their retirement benefit calculated on the basis of 3.0% of average final compensation multiplied by the first 25 years of service and 1.0% for service years in excess of 25 years, up to a maximum of 80% of final average compensation. The City shall assume the cost of this pension improvement. Final Average Compensation (FAC) shall include payouts for the following accrued time: Vacation, compensatory time, longevity, and holiday pay. In no case shall a pension benefit exceed an employee's base wage at the time of retirement. Effective July 1, 2017, FAC shall be calculated using the best three (3) out of the final ten (10) years of service and employee contributions to the pension fund shall be made on a pre-tax basis.

Section 17.2 – Deferred Retirement Option Plan

a. Overview

The City agrees to offer members of the bargaining unit a Deferred Retirement Option Plan (DROP) consistent with the terms and conditions in this Section.

b. Eligibility

Any member of the bargaining unit may voluntarily and irrevocably elect to participate in the DROP at any time upon or after attaining 25 years of credited service up to attaining 30 years of credited service. Any individual contemplating retirement from service or retirement from the Pension system (DROP) should meet with the Pension Administrator (City Treasurer or designee) as soon as possible in advance of the date.

c. Participation Period

The maximum period for participation in the DROP is five (5) years (the "Participation Period"), unless a lesser period is elected and submitted in writing to the Human Resource Department (or designated department) by the bargaining unit member at the time of DROP election. Members must declare the duration (in months) of the participation period when electing to participate in DROP.

An employee must cease or will be separated from employment with the Battle Creek Fire Department at the end of the 5 year standard DROP participation period or at the end of any lesser participation period that has been submitted in writing by the bargaining unit member at the time of election to participate.

d. Election to Participate

Once commenced, participation in the DROP program is IRREVOCABLE, unless the DROP participant becomes disabled. A member who wishes to participate in the DROP shall complete and sign such application form or forms as shall be required by the City. The City shall review the application within 5 business days and notify the member of the

approval of the application after verifying the member's eligibility for participation in the DROP.

On the member's effective DROP Date, he or she shall become a DROP participant and shall cease to be an active member of the Fire and Police Retirement System. The amount of credited service, multiplier and average final compensation shall be fixed as of the participant's DROP Date. Increases in compensation and accrual of additional service during DROP Participation will NOT be factored into the pension benefits of active or former DROP Participants; however, DROP participants shall continue to receive all contractual benefits due active employees throughout their participation in the DROP.

Individuals entering the DROP program will have all monetary banks (old Sick and PTO) paid out at time of entrance. Employees shall be allowed to carry-over up to six (6) shifts of (new) Sick Leave and up to four (4) shifts of Personal Leave into the DROP for use as anew DROP participant.

Due to payout of accrued time, DROP participants may have adjustments applied at 1/1 for any accrued time paid out at their DROP effective date.

e. **Drop Benefit**

The participant's DROP Benefit shall be the regular monthly retirement benefit to which the member would have been entitled if the member had actually retired on the DROP Date. The participant's DROP Benefit shall be credited monthly to the participant's individual DROP Account.

f. **Drop Accounts**

For each DROP participant, an individual DROP Account shall be created in which shall be accumulated at DROP Interest the participant's DROP Benefits. All individual DROP Accounts shall be maintained by the Police and Fire Pension Administrator/City Treasurer and any other person so designated by the Pension Board for the benefit of each DROP participant. DROP Interest for each DROP participant prior to termination of employment shall be at a fixed rate of 2% per annum.

DROP Interest will be credited and accrued quarterly on the participant's DROP Account balance at the end of each quarter. The Police and Fire Pension Administrator/City Treasurer shall provide each participant with an annual statement of their account activity.

g. **Participant Contributions**

The Employer's and the employee's contributions to the Police and Fire Retirement System as specified in this collective bargaining agreement shall continue without interruption as of the participant's DROP Date for each employee entering the DROP until termination of employment.

h. **Distribution of Drop Funds**

Upon termination of employment, the former DROP participant must choose one of the following distribution methods to receive payment(s) from his or her individual DROP Account:

- a. A total lump sum distribution to the recipient.
- b. A lump sum direct rollover to another qualified plan. DROP participants' funds under the Plan shall be made available as soon as practical after termination of employment.
- i. Death during DROP Participation.
If an employee participating in the DROP dies either: (i) before full retirement (i.e., before termination of service); or (ii) during full retirement (i.e., after termination of service) but before distribution of the DROP account balance, the participant's designated beneficiary(ies) shall receive the balance in the participant's DROP Account in the manner in which they elect from distribution methods listed in subsection H. If the death occurs before full retirement the penalties outlined in Section L will not apply. In the event the participant has failed to name a beneficiary, the account balance shall be paid in a lump sum to the participant's estate.
- j. Disability during DROP Participation
In the event a DROP participant becomes totally and permanently disabled from further performance of duty as a firefighter in accordance with the provisions of the Fire and Police Retirement System, the participant's participation in the DROP shall cease and the member shall receive such benefits as if the member had terminated employment during the participation period. Penalties outlined in Section L will not apply.

Application for and determination of disability shall be conducted in accordance with the Fire and Police Retirement System provisions.

- k. Internal Revenue Code Compliance
The DROP is intended to operate in accordance with Section 415 and other applicable laws and regulations contained within the Internal Revenue Code of the United States. Any provision of the DROP, or portion thereof that is found by the IRS to be in conflict with an applicable provision of the Internal Revenue Code of the United States is hereby declared null and void.
- l. Penalties
In the event a member terminates employment before fulfilling the DROP period elected, the member shall be charged the following penalties:
 - a. A penalty of 75% of the DROP interest accrued will be assessed if the participant terminates employment before completing $\frac{1}{2}$ of the DROP participation period.
 - b. A penalty of 10% of the DROP interest accrued will be assessed if the participant terminates employment after completing $\frac{1}{2}$ or more of the DROP participation period but before completing the participation period.

- c. Before assessing a penalty, the member shall have the opportunity to appear before the Pension Board to discuss any reason why the member believes the penalty shall not be assessed. The Pension Board's decision is not subject to the grievance process.
- m. Cost
 - The parties intend that implementation, administration, and any other aspect of the DROP be cost neutral to the City. As such the parties agree that the City will receive 5% of each individual participant's DROP interest at the time of distribution of the account. In the event the City Treasurer or designee of the Pension Board notifies the Union and the City that the DROP is no longer cost neutral to the City, the parties will meet and determine how the additional cost of the program will be met.

Section 17.3 – 457 Contributions

The City will match employee contributions 1:1 up to 3 percent.

Section 17.4 – Disability Retirement

- 1. ***Non-Duty Disability Retirement*** – A bargaining unit member approved for a non-duty disability retirement by the City of Battle Creek Police and Fire Pension Board shall be eligible for a disability retirement benefit calculated on the basis of 1.5% of the member's final average compensation multiplied by the number of years of worked credited service prior to the approval of the disability retirement. Upon reaching age 55, the member's disability retirement pension shall be recalculated on the basis of 3.0% of the member's final average compensation multiplied by the number of years of service credited to the member at time of their retirement.
- 2. ***Duty Disability Retirement*** – A bargaining unit member who is approved for a duty disability retirement by the City of Battle Creek Police and Fire Pension Board shall be eligible to receive a disability retirement benefit calculated upon 50% of the member's final average compensation and shall be payable until the member's attainment of age 55. Upon reaching age 55, the member shall receive a disability retirement pension computed on the basis of a 3.0% multiplier for the years of credited service worked prior to the effective date of the member's duty disability retirement as well as for the years not worked, but otherwise credited, prior to attaining age 55 from the date of separation. A member shall receive 1% of final average compensation for years beyond 25 years up to the maximum benefit equal to 80% of final average compensation.

ARTICLE 18 – GENERAL

Section 18.1 – Uniforms

The City agrees to issue and maintain summer and winter uniforms for all bargaining unit members.

- a. All Fire Department employees in the bargaining unit shall be issued identification cards.

- b. Fire Lieutenants and Fire Captains shall be issued insignia or uniforms to identify them as such.

Section 18.2 – Health and Safety

The City shall continue to make reasonable and necessary provisions for the health and safety of its employees. Protective devices and other equipment as deemed reasonably necessary by the City to protect the employees from injury shall be made available by the City at no cost to the employee.

- a. An employee injured on the job and unable to finish their regular shift shall be paid for the remainder of their regular shift.
- b. Employees purchasing safety equipment and authorized footwear (that is composite and/or steel toe shoes/boots), over and above that supplied by the city, will receive \$250 per contract year; payable on the first pay period that includes July 1st each year. Effective July 1, 2017 the memorandum of agreement dated July 30, 2013 regarding boot purchases shall become null and void.

Section 18.3 – Maintenance Standards, Rules and Regulations

Wages, hours and conditions of employment in effect at the execution of this Agreement shall, except as improved herein, be maintained during the term of this Agreement. This clause should not be interpreted to prevent the City from imposing reasonable and fair rules and regulations. However, a claimed impropriety in a rule or regulation can be the subject of the grievance procedure along with any other alleged violation of this section. Further, this section should not be interpreted to prevent a mutually acceptable change in wages, hours and other conditions of employment.

- a. All general departmental directives and orders issued by Chief Officers shall be available on-line for employee review.

Section 18.4 – Telephone Numbers

All personnel will furnish their telephone numbers to the department.

Section 18.5 – Amendments

This Agreement constitutes an entire agreement between the parties and no verbal statement shall supersede any of its provision. This Agreement may not be amended, altered or added to, except by the mutual consent of the parties in writing.

Section 18.6 – Savings Clause

If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the City and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 18.7 – Definition

References to "53 hour" employees in this contract is meant to refer to employees who are scheduled to work the normal work schedule for the Firefighting Division as defined in Section 7.1 of this agreement.

Section 18.8 – Beneficiary

In the event of the death of any employee while employed by the City, payment shall be made for City benefits which they may have accrued as a result of employment, except those retirements benefits controlled by the Retirement Board, which shall be paid in accordance with the then effective Retirement Board Policies. Final payments will be direct deposited as usual.

ARTICLE 19 – LIGHT DUTY

Section 19.1 – Purpose

The purpose of this policy is to establish procedures and eligibility for light duty work due to an injury if it is work related or not.

Section 19.2 – Scope

This policy is intended for all members of the Battle Creek Fire Department.

Section 19.3 – Responsibility

- a. It shall be the responsibility of the Fire Chief or his designee to monitor the light duty program and to approve any program change negotiated with the Union.
- b. It shall be the responsibility of the employee to notify the Fire Chief or his designee of their availability for light duty in cases of duty-related injuries or illness. Requests for light duty by employees with non-duty injuries or illness may be submitted to the Fire Chief or his designee as well.

Section 19.4 – Procedure

1. Light duty may be scheduled for a maximum of thirty (30) days for any one period, at which time, it will be re-evaluated for continuance by the Fire Chief or their designee. Circumstances requiring light duty assignments to continue beyond 180 days must be approved by both the Fire Chief and the Director of Human Resources.
2. An employee is eligible for the light duty when:
 - a. The doctor releases the employee back to work with restrictions.

- b. The Fire Department has work that can be performed by the employee while staying within the restrictions as set forth by the attending physician.
3. Light duty assignments will be scheduled as follows:
 - a. Employee may request light duty (duty and non-duty injuries/illnesses) or be called to light duty (duty injuries/illnesses only) by the Fire Chief or his designee.
 - b. When more than one person is available for light duty, work related injuries will be considered first.
 - c. There shall be a maximum of nine (9) light duty positions, three (3) per shift. Approval of requests for light duty shall not be unreasonably withheld; however, nothing in this policy shall be construed as a requirement for the City to create a light duty assignment when it has no need for appropriate light duty work to be done.
4. Should the available work impede the recovery of the employee, the physician may remove authorization for the employee to work.
5. In addition to meeting the requirement as outlined within this document, the employee shall follow procedures for work related injuries that have been provided to him/her by the City's Worker's Compensation carrier or the Human Resources Department to ensure that the City's designated Human Resources representatives is aware of the injury and can assist in managing care and return to work.
6. When an employee scheduled for light duty has a pre-approved shift trade scheduled during their light duty assignment, that employee shall be responsible to reschedule the trade to a date when the employee is cleared with no restrictions to regular duty.

Section 19.5 – Hours of Work

1. Employees will work their regularly scheduled shift or be placed on a 40 hour work week with no reduction in pay so long as mutually agreed upon by the employee and the Fire Chief with the concurrence of the Union.
2. Employees working the light duty position will not be counted as daily staffing.
3. Employees working the light duty assignment will report to station 1 unless directed otherwise by the Fire Chief or their designee.

Section 19.6 – Job Assignment

Employees who qualify for light duty may be called upon to do any of the following, consistent with their medical restrictions and if not in conflict with Local 335's contact or another bargaining unit's collective bargaining agreement: (These examples do not include all the tasks which the employee may be expected to perform).

1. Station and vehicle maintenance

2. Delivering supplies to the stations
3. Assisting the Battalion Chiefs (BC) with: a) Daily duties b) Driving the BC to calls and then assisting the BC with needed task like accountability or safety.
4. Assisting the Fire Marshal division
5. Assisting the Training division
6. Installing Smoke Detectors
7. Performing site surveys and pre-plans

ARTICLE 20 – DURATION

This Agreement shall become effective the 1st day of July, 2025, and the terms and provisions thereof shall remain in full force and effect until the 30th day of June 2028.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first written above.

***INTERNATION ASSOCIATION OF
FIRE FIGHTERS, LOCAL 335***

CITY OF BATTLE CREEK

Union President

City Manager

Vice President

Labor Relations – Attorney

Secretary/Treasurer

Finance Director

Grievance Chair

Director of Human Resources

Fire Chief

APPENDIX A – WAGE SCALE

			4.00%	3.00%	3.25%		
Grade							
Firefighter	50	Start	\$21.72	\$22.37	\$23.09		
		12 MO	\$22.83	\$23.52	\$24.28		
		24 MO	\$23.95	\$24.66	\$25.47		
		36 MO	\$25.06	\$25.81	\$26.65		
		48 MO	\$26.18	\$26.96	\$27.84		
		60 MO	\$28.27	\$29.12	\$30.07	8%	
Training Officer	52	0	\$47.23	\$48.65	\$50.23		
		6	\$49.05	\$50.52	\$52.16		
Fire Lieutenant	53	0	\$30.04	\$30.94	\$31.94		
		6	\$31.80	\$32.76	\$33.82	12.50%	
Fire Inspector		0	\$42.05	\$43.31	\$44.72		
		6	\$44.53	\$45.86	\$47.35		
Fire Captain	54	0	\$33.08	\$34.07	\$35.18		
		6	\$34.35	\$35.38	\$36.53	8%	
Fire Marshal		0	\$46.31	\$47.70	\$49.25		
		6	\$48.09	\$49.53	\$51.14		