

CONTRACT

BETWEEN

THE CITY OF BATTLE CREEK

AND

THE ORGANIZATION OF SUPERVISORY  
PERSONNEL OF THE  
BATTLE CREEK FIRE DEPARTMENT

July 1, 2021

TO

JUNE 30, 2026

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## AGREEMENT

THIS AGREEMENT entered into this 1st day of July 1, 2021, by and between the CITY OF BATTLE CREEK, hereinafter referred to as the "City," and the ORGANIZATION OF SUPERVISORY PERSONNEL OF THE BATTLE CREEK FIRE DEPARTMENT, hereinafter referred to as the "Fire Command."

### ARTICLE 1 - RECOGNITION

Section 1.1 - Recognition: The City recognizes the Fire Command as the sole exclusive collective bargaining representative for all Battalion Chiefs employed by the Fire Department of the City. The City agrees that during the life of this Agreement it will not recognize any other labor organization as the collective bargaining agent for the bargaining unit described above.

(a) The word "permanent," when used to describe employee status, is used to distinguish full-time employees from temporary and/or seasonal employees.

Section 1.2 - Management's Rights: The Fire Command recognizes that, except as specifically limited or abrogated by the terms and provisions of this agreement, all rights to manage, direct and supervise the operations of the Fire Department and the employees, in all of its various aspects, including, but not limited to, the right to direct the working forces, to plan, direct and control all the operations and services of the Department; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assist and transfer employees; to schedule working hours and to assign overtime; to hire, promote, demote, suspend, discipline, discharge or relieve employees for the lack of work or other legitimate reason; to make and enforce reasonable rules and regulations; are vested solely and exclusively with the City.

Section 1.3 - Anti-Discrimination: The City and the Fire Command agree that, for the duration of this Agreement, neither shall discriminate against any employee because of his or her political belief or non-membership in the Fire Command.

Section 1.4 - New Positions: In the event any new Command position is created in the ranks within the Battle Creek Fire Department below the rank of Chief, the City shall notify the Fire Command of the proposed positions and its function within the department prior to the establishment thereof. The City and representatives of the Fire Command shall then meet at a mutually agreeable time, not to exceed ten (10) days after notification to the Fire Command to determine the relation of the position with regard to membership or non-membership in the Fire Command bargaining unit.

### ARTICLE 2 - GRIEVANCE PROCEDURE

Section 2.1 - 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.

Section 2.2 - Grievance Procedure: All grievances shall be resolved in accordance with the following procedure:

FIRST STEP: All grievances shall be discussed orally with the Fire Chief. If the matter is not resolved by discussion, the grievance shall move to the Second Step of the procedure.

SECOND STEP: Within fourteen (14) calendar days after the employee has knowledge of the event or reasonably should have knowledge of the event upon which the grievance is

based, whichever occurs first, the employee shall reduce the grievance to writing and submit the grievance to the Labor Relations attorney or City designee. Neither party will unreasonably withhold extension of the timelines to file or respond to a Grievance. The written grievance must 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; 6) what adjustment is requested. The grievance must be signed by the aggrieved employee, or by Union Officer if it is a Union policy grievance. The Labor Relations attorney or the City designee will give the Union a written answer to the grievance within five (5) regularly scheduled working days after the grievance is presented to the City.

THIRD STEP: If, at this point, the grievance has not been satisfactorily settled and the Fire Command desires to carry the grievance further, the Fire Command shall submit such grievance to arbitration by the American Arbitration Association in accordance with its voluntary arbitration rules then pertaining. The submission of a grievance to arbitration must be made in writing to both the City and the American Arbitration Association within thirty (30) calendar days after receipt by the Union of the City's Second Step Answer. If the grievance has not been submitted to arbitration within the thirty (30) calendar days, it shall be considered as withdrawn by the Union with prejudice.

ARBITRATOR'S AUTHORITY: The Arbitrator shall have no authority to add to, subtract from, disregard, alter or modify the provisions of this agreement. The Arbitrator's authority is limited solely to the interpretation and application of the specific provisions contained within this Agreement. The decision of the Arbitrator shall be final and binding in the Fire Command, its members, the employee(s) involved and the City. The expenses and fees of the Arbitrator and the American Arbitration Association shall be shared equally by the City and the Fire Command.

Section 2.3 - Time Limits: Time limits at any step of the grievance procedure may be extended only by mutual agreement in writing. In the event the City fails to reply to the grievance at the Second Step within the specified time limit, the grievance may be pursued by the Fire Command to arbitration. In the event that a grievance is not appealed by the Fire Command to the next succeeding step within the time limit provided for such appeal, such grievance shall be considered as having been withdrawn with prejudice by the Union, and the City's last response to the grievance shall be the grievance resolution.

Section 2.4 - Special Conferences: Special conferences for important matters (not grievances) will be arranged between the Fire Command and the Director of Employee Relations or City designee and shall be held within ten (10) calendar days of such request by either party for such a conference. Special conferences shall include changes, modifications, or alterations to departmental policies, procedures, or conditions. The members representing the Fire Command shall not lose time or pay for time in special conferences.

### ARTICLE 3 - DISCHARGE AND DISCIPLINE

Section 3.1: Discharge and other disciplinary action to be taken by the City against a member of the bargaining unit shall be done in the manner set forth in Public Act No. 78 (Civil Service for Police and Fire Departments). The Union President or his designee must be provided a copy of the discharge/disciplinary action at the same time that it is provided to the member. Within 14 calendar days of receipt of the copy of the discharge/disciplinary action, the Union may elect in writing to have such discharge or disciplinary action reviewed under the grievance and arbitration procedure set forth in Article 2. Such election of remedy shall be irrevocable unless mutually agreed otherwise between the Union and the City Manager. If the Union does not file a grievance within 14 calendar days of receipt of the discharge/disciplinary action, the employee may invoke the

Public Act No. 78 procedure within 21 calendar days of his/her receipt of the discharge/disciplinary action.”

#### ARTICLE 4 - SENIORITY

Section 4.1 - Definition of Seniority: Seniority shall be defined as a permanent, full-time employee's length of continuous service within the City's Fire Department since his last appointment date and based upon time and grade. Consequently, for activities that are unique to Battalion Chiefs, such as extra duty, the seniority basis is based on the length of time as a Battalion Chief "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 he has not quit, retired, been discharged or transferred outside the Fire Department. No time shall be deducted from an employee's seniority due to absence occasioned by authorized leaves of absence, vacations, sick or accident leaves or for layoffs for lack of work or funds, except as hereinafter provided.

Section 4.2 - Seniority List: The City will maintain an up-to-date seniority list.

Section 4.3 - Layoff and Recall Procedure: The layoff and recall of employees shall be done in the manner set forth in Public Act 78 (Civil Service for Police and Fire Departments).

Section 4.4 - Termination of Seniority: An employee's seniority within the Fire Department shall be terminated:

(a) If he 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 their seniority. If an employee fails to qualify in a position within the Department but outside the Bargaining Unit within the specified qualifying time for that position, he shall return to his former position without loss of seniority.

(b) If, when recalled to work following layoff, the employee fails to notify the City within seven (7) calendar days of his 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 his last address on record with the City.

(c) When an employee has been laid-off for lack of work or funds for a period in excess of twelve (12) consecutive months, or for a period equal to his length of seniority, whichever is greater.

(d) When an employee has been discharged for just cause.

Section 4.5 - Promotional Procedure: The promotion of employees shall be done in the manner set forth in Public Act 78 (Civil Service for Police and Fire Departments). When an employee is awarded a job through the promotional procedure, for which the maximum of the rate range is higher than the maximum of the rate range for the job from which he was promoted, he shall, as of the start of the next succeeding pay period, be placed at the lowest step for the result in a pay increase. Upon completion of his probationary period not to exceed one (1) year, he shall receive the incremental step increase which will advance him/her one step in the pay scale for the job he was thus awarded.

Section 4.6 - Probationary Period: The probationary period for employees promoted to a job classification covered by this Agreement shall be one (1) year. The probationary period is for the

purpose of enabling the City to determine if an employee has the attributes, attitudes and capabilities necessary to satisfactorily perform the duties of the job classification. A probationary employee may be reduced to his/her former job classification at the discretion of the City during such period, but, shall be notified of the reason in writing at the time of his/her reduction. Such employee may request a meeting with the Labor Relations attorney to discuss the reasons for reduction; however, the decision of the City shall be final.

## ARTICLE 5 - LEAVES OF ABSENCE

Section 5.1 - Personal Leave: Accept as otherwise described below, bargaining unit members shall have the same leaves of absence as provided to members of the City of Battle Creek's employee group pursuant to the City Administrative Code.

Section 5.2 - 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 scheduled duty to make arrangements for and attend the funeral or memorial service of a member of their immediate family. Such payment shall be limited to one (1) duty day for employees working a fifty-three (53) hour work week. 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. To be eligible for such pay, the employee must notify the City as soon as possible of the necessity for such absence, and, if requested by the City, must present proof of death.

(a) Immediate family is to be defined as: current spouse, children, step children, brother, sister, brother-in-law, sister-in-law, mother, father, step-mother, step-father, mother-in-law, father-in-law, grandmother, grandfather and grandchildren.

(b) Notwithstanding the above, in the advent of the death of the spouse or child as defined in subsection (a), the employee shall be granted two (2) days bereavement leave at his/her regular rate of pay.

Section 5.3 - Witness Leave: When, as a result of performing job duties as a fire fighter, an employee is subpoenaed to make a court appearance, he shall continue to be paid for such time as he necessarily loses from his/her 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 he had previously been scheduled to work, he 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. The employee shall assign his/her court appearance fee to the City.

## ARTICLE 6 - WAGES

Section 6.1 - Salary Schedule: For the life of this Agreement, the salary schedule set forth in Appendix "A" attached and incorporated by reference shall remain in full force and effect. Current Battalion Chiefs will be placed at the top of the scale. New Battalion Chiefs can be at a higher step than start based on education and experience. In the event a fourth spot for a 40-hour administrative Battalion Chief becomes available the parties will meet to negotiate wage.

Section 6.2 — Stand-by Pay: Employees shall only be required to work in a stand-by or on-call capacity under the following conditions: (1) when stand-by is used in addition to an on-duty battalion chief for instances such as special events, natural disasters, large scale emergencies or an emergency declared by the Chief; and (2) when there is a reduction in the number of Battalion Chiefs below 3 for any period longer than two weeks.

The parties agree to meet before July 1, 2022 to discuss the need to continue with standby as a provision of the CBA.

Section 6.3 — Additional Compensation: The City will offer extra pay to Battalion Chiefs at a rate of time and one-half the regular rate of pay for all hours worked outside the normal 24/48 schedule in a 28-day work cycle with the exception of incidental calls and emails that can be resolved in less than 20 minutes; If all Battalion Chiefs decline, the Chief has the authority to fill the extra duty need without resulting in a contract violation or grievance. In the event the Chief cannot fill the extra duty the extra duty will be mandatory on a rotating basis.

Section 6.4 - Pay During Temporary Transfer: When any Battalion Chief is required to assume the position of Chief for five (5) or more consecutive regularly scheduled working days, they shall be compensated at a rate of pay equal to that which would be applicable if the assignment were made on a permanent basis, commencing with the first working day the responsibilities were assumed.

Section 6.5 - Hours of Work: Effective with the date of this contract, regular Battalion Chiefs shall convert to 2912 hours / 53-hour work week/ 28-day cycle on a 24on/48off schedule so long as IAFF remains on a 24/48 schedule

Section 6.6 — Direct Deposit: Within sixty (60) calendar days of the ratification of this agreement, all members of the bargaining unit must make arrangements for direct deposit of their entire paycheck.

Section 6.7 - Shift Exchange: Battalion Chiefs are eligible to exchange or swap shifts with each other subject to approval of the Fire Chief.

Section 6.8 - Shift Preference: When a change is made in shift assignment, Battalion Chiefs may express their shift preference to the Fire Chief. The Fire Chief will consider any such submission when making shift assignments; however, shift assignments are at the sole discretion of the Fire Chief.

## ARTICLE 7 — VACATIONS

Section 7.1 - Vacation Schedule: Beginning January 1, 2019, Battalion Chiefs will accrue 288 hours of vacation time on an annual basis and are eligible to carry over up to 96 hours provided the total hours carried over never exceeds 96 hours. Vacations must be scheduled two weeks in advance and are subject to approval by the Chief. Vacation may be taken in increments of a shift (4 hours or 12 hours depending on shift). Any hours carried over have no cash value if the employee leaves or is terminated. Decisions made under this section regarding carry over hours are not subject to the grievance process.

Section 7.2 - Vacation Pay: One week of vacation pay shall equal the straight time earnings the employee would otherwise have received had he/she worked during the week of vacation time off

Section 7.3 - Termination of Employment: If an employee otherwise eligible for vacation with pay quits or is discharged on or after his/her employment anniversary date without having used the vacation, such employee shall receive, along with his/her final paycheck, the unused vacation pay for which he/she qualified as of his/her anniversary date and his/her pro rata share of vacation earned from his/her anniversary date until his/her separation from service with the City. If an employee should die during the calendar year after his/her employment anniversary date, payment for vacation on a pro rata basis shall be made to the employee's estate.



## ARTICLE 8 – PERSONAL DAYS

Section 8.1 – Personal Days: Beginning July 1, 2021 Battalion Chiefs will accrue Three (3) personal days on a “use it or lose it” basis each year. Personal Days have no cash out value upon retirement.

## ARTICLE 9 – KELLY DAYS

Section 9.1 – Kelly Days: Beginning July 1, 2021 Battalion Chiefs will receive a “Kelly Day” that is to be scheduled during the same time period as the shift each BC is assigned.

## ARTICLE 10 - HOLIDAYS

Section 10.1 - Holidays Celebrated: All permanent, full-time employees shall be entitled to receive the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Veteran's Day
Presidents' Day	Thanksgiving Day
Good Friday	Friday Following Thanksgiving Day
Memorial Day	Day Before Christmas
Independence Day	Christmas Day

(a) Holidays will be celebrated on the date or dates designated. If a Battalion Chief works on a scheduled holiday, he/she shall receive, in addition to his/her regular pay, a stipend of one and one-half times his/her regular rate of pay for all such hours worked. Members who do not work the Holiday are not entitled to Holiday pay.

## ARTICLE 11 - INSURANCE

### Section 11.1 - Health Insurance, Life Insurance, Dental Insurance.

Bargaining unit members are entitled to the same health, life, and dental insurance benefits that the City provides to its non-represented employee group, with the exception of the issue of retiree health insurance. The City reserves the right to modify health, life, and dental insurance benefits for bargaining unit members to reflect any changes in coverage for active employees in the City's non-represented employee group.

Section 11.2 - Continuation of Benefits: Employees on an unpaid leave of absence, suspension or layoff shall continue to have their insurance benefits paid by the City for the first sixty (60) calendar days of such unpaid leave, suspension or layoff. After sixty (60) calendar days, an employee may continue the insurance benefits in effect to the extent allowed by the insurance company, by paying in advance the monthly premium to the City. Employees receiving Workers' Disability Compensation benefits shall receive health insurance paid by the City for a maximum period of twelve months.

Section 11.3 - Retiree Health Insurance: Bargaining unit members who retire on or after July 1, 2007, with a pension benefit immediately payable shall receive the same retiree health insurance benefit as members of the IAFF, Local 335. Bargaining unit members shall be required

to make payroll and pension contributions as required of IAFF members, and be subject to all other terms and conditions relating to retiree health as detailed in the IAFF, Local 335 collective bargaining agreement with the City. Bargaining unit members must begin contributions to the retiree health fund beginning July 1, 2007.

## ARTICLE 12 - SICK LEAVE

### Section 12.1 Accrual of Sick Leave:

(a) All members covered by this agreement will accrue 5 hours of sick leave per month up to a maximum of 360 hours for current Battalion Chiefs and 120 for Battalions Chiefs hired after July 1, 2018. Employees hired after July 1, 2018 will be allowed to retain up to a maximum of 120 hours of sick leave hours as of the effective date of this agreement. Current Battalion Chiefs shall be allowed to retain any sick banks in excess of 120 hours up to a maximum of 360 hours. However, any monetary value paid pursuant to subsection (d) will be based on one-half the employee's unused sick leave hours for a cash out value no greater than 60 hours out of 120 hours or 180 hours out of 360.

(b) All bargaining unit members shall receive the City's S&A benefit, in addition to their accrued sick pay under Section 12.1(a) above. Members will utilize their accrued sick pay for short term illnesses as defined in Section 10.2(1), and upon exhausting their S&A benefit. The S&A benefit commences as of the member being absent from work for 48 hours due to sickness and commences as of the first day of absence due to accident. The S&A benefit amount is 66% of the employee's weekly gross earnings in effect on the date of the disability, but not to exceed 26 weeks for any one disability. Members have the option of supplementing the S&A benefit up to their regular full pay by utilizing their accrued bank time on a pro rata basis to do so.

(c) Employees shall be charged against their sick leave for the actual number of duty hours missed while on sick leave.

(d) Upon retirement (as specified under Public Act 345 of the Public Acts of 1935) or death of the employee, the employee or their estate shall receive an amount equal to one-half (1/2) of the employee's unused sick leave at the employee's rate of pay in effect at retirement or death.

Section 12.2 - Sick Pay Qualification: In order to qualify for sick leave payments, the employee must:

(a) for those short-term illnesses (contemplated to be of less than a week's duration), notify his/her department in accordance with the Personnel Policy prior to his/her normal starting time on each day of the absence and must;

(b) for those long-term illnesses (contemplated to be of more than a week's duration), notify the department prior to his/her normal starting time on the first day of the absence, unless the circumstances make such reporting impossible, in which event such report must be made as soon thereafter as possible.

(c) Any employee who makes a false claim for paid sick leave shall be subject to disciplinary action.

Section 12.3 - Paid Emergency Leave of Absence: Qualified employees who furnish proof satisfactory to the City that a critical illness exists within their immediate family may use accumulated sick leave for emergency leave, subject to the following limitations: (a) Paid emergency leave for critical illness of a member of the employee's immediate family shall be available only in the case of such illness on the part of the employee's then current spouse, child, parent, or parent of spouse, and then for a period of not to exceed one (1) regularly scheduled duty day at any one time.

Section 12.4 - Payments Supplementing Worker's Compensation: The City will allow an employee injured on the job and eligible for Worker's Compensation to draw the difference between the Worker's Compensation check and his/her normal net rate of pay (less Federal, State, and City taxes) by charging his/her accumulated sick leave. A three (3) member board consisting of a representative of the Fire Command, Fire Chief, and the Director of Employee Relations shall establish responsibility for each duty-connected injury. If the injury is ruled non-preventable on the part of the injured employee, he/she shall receive the above mentioned supplemental compensation for a period of six (6) months without any charge to his/her accumulated sick leave. At the conclusion of the first six (6) month period, the Board shall review the case and recommend to the City Manager whether such supplemental payments should be continued for an accumulated sick leave. The City Manager shall, in his/her sole discretion, make the final determination. The Board shall meet within five (5) duty days after the date of injury. Awards specified in this section shall be based on the salary at the time of injury. All Board decisions shall be by majority vote and not subject to the grievance procedure.

(a) Except as provided above, 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. 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) 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.

### ARTICLE 13 - LONGEVITY PAY

Section 13.1. The City agrees to a longevity pay program. Benefits are paid on the first payday following December 1 of each year. As of July 1, 2007, the benefits were as follows:

(a) Those full-time, permanent employees who, prior to December 1st of each year have completed seven (7) or more years of continuous service: \$500.

(b) To those full-time, permanent employees who, prior to December 1st of each year have completed twelve (12) or more years of continuous service: \$800.

(c) To those full-time, permanent employees who, prior to December 1st of each year have completed twenty (20) or more years of continuous service: \$1,200.

(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 his/her longevity pay for the year in which the death occurred shall be made on the same basis as payment to a retired employee.

(f) Longevity pay will not be included in final average compensation for purpose of pension calculations.

#### ARTICLE 14 - WORK STOPPAGE

Section 14.1 - No Strike - No Lockout: The Fire Command agrees that, during the life of this Agreement, neither the Fire Command, its officers or agents will authorize, instigate, aid, condone or engage in a strike, slowdown, or other interference (to include picketing in uniforms) with the City's operations. The City agrees that during the same period there shall be no lockouts.

Section 14.2 - Discipline for Violation of No Strike Pledge: Individual employees, groups of employees or steward who instigate, aid or engage in a strike, slowdown, or other interference (to include picketing in uniform) with the City's operations may be disciplined or discharged at the sole discretion of the City.

#### ARTICLE 15 - PENSION PLAN

Section 15.1: Those employees covered by the Firemen and Policemen Pension Act (P.A. 1937, No. 345) shall have their retirement benefit calculated based on 3.0% of final average compensation multiplied by the first 25 years of service credited up to a maximum benefit of 75% of final average compensation. Final average compensation shall include payouts for the following: Adjustment – Regular, Adjustment - Lump Sum, Adjustment - Lump Sum OT, Adjustment – Overtime, Additional pay @ 1.5, Coronavirus Time Off Paid, All Education Codes, FLSA Payout, Funeral Leave, Guarantee Pay, Holiday, Kelly Taken, Longevity - payments made prior to 7/1/2018, Payoff Vacation - carry over hours above 288 have no pay off value, PRST - FIRE - Personal Taken Fire 7/1/14, On-Call Pay, Out of Class Pay, Premium Pay, Regular Pay, Regular Time Off Paid, S/A Benefit-66%, Sick Leave Taken-Old Bank, Sick Leave Taken 7/1/14, Vacation Taken.

The employee pension contribution shall be 11.65%.

(a) Pension Contribution during Disability: In the event an employee covered by this Agreement is temporarily disabled due to illness or injury, under the City's weekly indemnity plan he/she shall be allowed to continue to make his/her regular contribution to the Police/Fire Pension Plan, therefore providing for no break in years of service during his/her disability. Therefore, no time will be lost in the computation of his/her final average compensation for illness or injury.

(b) Final average compensation will be based on best 3 of most recent 5 years.

Section 15.2 Section 457 Account: Battalion Chiefs are eligible to contribute to a City sponsored 457 account (currently with ICMA). The City will provide a 1:1 match for each percent contributed by the employee up to 3 %.

## ARTICLE 16 - EDUCATIONAL INCENTIVE

Section 16.1 - Educational Incentive: The City will pay on the first pay period following June 1 to permanent employees who have completed accredited courses in the Fire Science curriculum in the amounts set forth below. All courses must be certified by an accredited college before payment is made, and a passing grade for the course ("C" or above) must be received.

- (1) Two hundred dollars (\$200) for completing the Certificate of Fire Science.
  - (2) Three hundred fifty dollars (\$350) for completing an Associate Degree in Fire Science.
  - (3) Five hundred dollars (\$500) for completing a Bachelor Degree in Fire Science or related area.
  - (4) Six hundred dollars (\$600) for completing a master's degree in fire or public administration.
  - (5) Two hundred fifty dollars (\$250) for completing the Certificate of Staff and Command
  - (6) Two hundred fifty dollars (\$250) for completing the Certificate of Staff and Command.
- (a) Only one payment shall be made under this section.

## ARTICLE 17 – GENERAL

Section 17.1 – National Fire Academy: Fire Command personnel may, with the Chief's approval, attend the National Fire Academy. The City will cover the cost of attending the Academy.

Section 17.2 – Safety and Health: The City shall continue to make reasonable and necessary provisions for the safety and health of its employees. Protective devices and other equipment as deemed necessary by the City to protect employees from injury shall be made available by the City at no cost to the employee.

- (c) If an employee is injured on the job and is unable to finish his/her regular shift, he/she shall be paid for the remainder of his/her work shift.

Section 17.3 – 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 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 Fire Command shall enter collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 17.4 – Civil Service Ordinance: The provisions of the Civil Service System shall remain in effect during the life of this Agreement except for the Chief's position shall be excluded from coverage of the System.

Section 17.5 – Amendments: This Agreement constitutes an entire agreement between the parties and no verbal statement shall supersede any of its provisions. This agreement may not be amended, altered or added to, except by the mutual consent of the parties in writing.

#### ARTICLE 18 – DROP

Section 18.1 – Deferred Retirement Option Program: The City agrees to offer a Deferred Retirement Plan Option Program. Bargaining unit members will receive the same benefit given to members of the City's IAFF bargaining Unit.

#### ARTICLE 19 – DURATION

Section 19.1: This Agreement shall become effective as of the 1<sup>st</sup> day of July 2021, and the terms and provisions thereof shall remain in full force and effect until the 30<sup>th</sup> day of June, 2026.

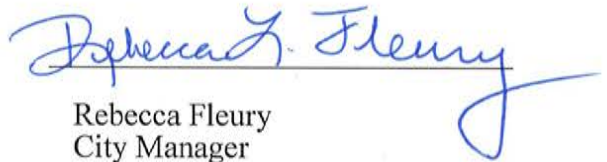
IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be executed on the day and year first above written.

ORGANIZATION OF SUPERVISORY  
PERSONNEL OF THE BATTLE CREEK  
FIRE DEPARTMENT

CITY OF BATTLE CREEK



Matthew Beauchamp, President  
OSP



Rebecca Fleury  
City Manager



Michael Fleisher, Vice President  
OSP



Nancy Mullett  
Labor Relations



Michelle Hull  
Human Resources Director

## **APPENDIX A**

Step increases are discretionary with the Fire Department Chief. Wage increases are subject to the bargaining process and are incorporated into Section 6 – Wages of this Agreement.

Starting Rate	\$92,699
Step 1	\$94,560
Step 2	\$96,422
Step 3	\$98,283
Step 4	\$100,145
Step 5	\$102,006