

TENTATIVE AGREEMENT

The City of Madison Heights (hereinafter "City") and the Madison Heights Fire Fighters Ass'n (hereinafter "Union") hereby agree, subject to ratification by the City and the Union, to a new successor collective bargaining agreement for the term July 1, 2018 - June 30, 2021 consisting of all terms, provisions, and appendices of the parties' prior 2013-2017/18 agreement, except for the changes set forth below.

The City and the Union further agree to use this Tentative Agreement for purposes of their respective ratification procedures.

1. Duration:

Three Years (July 1, 2018 – June 30, 2021); modify Article XXIX, Section 1 accordingly.

2. Wages:

A. July 1, 2018 – across-the-board 2.25%, retroactive to July 1, 2018

B. July 1, 2019 – across-the-board 2.25%

C. July 1, 2020 – across-the-board 2.25%

Modify Article XX, Section 1 accordingly.

In addition, signing bonus of \$500, not rolled into base pay, paid at ratification.

3. Health Insurance:

Community Blue 4 with Rx \$5/\$40/\$80 shall continue to be the base plan for active members. 90/10 premium sharing through the duration of the bargaining agreement, and for the next contract.

Add the following at the end of Article III:

“THE FOLLOWING PROVISIONS WERE AGREED TO PURSUANT TO THE PARTIES’ RATIFIED TENTATIVE AGREEMENT OF 2019:

A. 90/10 premium sharing through the duration of the contract and for the next contract.

B. Employees who retire on or after July 1, 2019 who are eligible for retiree healthcare shall mirror the active health care plan, including any employer contributions to HSA, HRA or other employer contributions made to active employees. Should the City cease to provide medical insurance to active employees, eligible retired members shall receive benefits equal to those at the time of cessation.

The retirees shall also mirror the “opt-out” provisions and payments of active employees.

C. Eligible retirees that were hired before July 1, 2009 and attain Medicare age shall receive a \$300 stipend per month per employee and per eligible spouse towards the purchase of Medicare Supplemental insurance, at which point all City obligations to provide health insurance shall cease.

D. The City shall offer to any member of the bargaining unit, who is eligible for retiree health care with less than twenty (20) years of credited service the option to participate in a retirement health care buy-out program. Should a member choose to participate, the City shall deposit \$4,000.00 per year of credited service into a Retiree Health Care Savings Account, after which the Employee shall be eligible to participate in the City’s RHSP for all future years of service.

E. Duty Disability:

Members of the department hired on or after July 1, 2009, who meet the eligibility requirements for a duty related disability pension, and have been granted such pension by the City of Madison Heights Act 345 Retirement Board, will be eligible for retiree health insurance so long as they continue to receive a duty disability pension from the City of Madison Heights subject to the following conditions:

1. It will cover the duty disability retiree and their spouse and dependents at the time they were determined to be eligible for duty disability retirement only;

2. During the period when they are eligible, the member will be provided the same health insurance and prescription drug coverage provided to active employees as may change due to mirroring;

3. A member will not be eligible to receive benefits under this provision if they or their spouse are eligible to receive health insurance benefits under any other health insurance plan;
This benefit cease upon the occurrence of any of the below events:

- a. Termination of the employee's duty disability retirement and pension.
- b. Eligibility to participate in a federal or state health care program that provides similar insurance to that of the active workforce.
- c. Attainment of regular retirement age, but under no circumstances will this benefit continue past age sixty-five (65).

4. To be eligible under this benefit, anyone hired on or after July 1, 2009 who has a retiree healthcare savings plan, the retiree must first utilize and exhaust those payments to pay premiums for these benefits and, thereafter, if otherwise eligible, the City will pay the benefits above.

4. Pension:

Add the following at the end of Article XXII:

“THE FOLLOWING PROVISIONS WERE AGREED TO PURSUANT TO THE PARTIES’ RATIFIED TENTATIVE AGREEMENT OF 2019:

A. Eliminate overtime from FAC effective June 30, 2021.

B. Freeze annuity for Tier 1 Employees hired on or before June 30, 2009 effective 12/31/2020 and going forward.

C. Freeze annuity for Tier 2 Employees hired on or after July 1, 2009, effective June 1, 2019.

D. Eliminate interest on annuity effective January 1, 2020.

E. Employees hired on or after July 1, 2009 shall be eligible for full pension benefits at 55 years of age and 15 years of service. The parties acknowledge that should an employee hired on or after July 1, 2009 leave the City prior to age 55 but with more than 10 years of service, they would not be eligible to draw their pension until age 60.

F. Eliminate annuity withdrawal for all new employees hired after date of mutual ratification.

G. Decrease employee pension contribution for all employees hired on or after July 1, 2009 to 6.9% of pensionable wages, effective the first payroll period following date of mutual ratification.”

H. Attached LOA for pension moratorium.

5. Food Allowance:

Add at the end of Article XXI:

“Effective July 1, 2019, the annual food allowance shall be \$950.00.”

Delete defunct sentence “Effective July 1, 1995, the annual food allowance shall be \$800.00”.

6. Uniform Allowance:

Add at the end of Article XIII, Section 1:

“Effective July 1, 2019, the annual uniform allowance shall be increased to \$825.”

Add at the end of Article XIII, Section 2:

“Effective July 1, 2019, the annual uniform allowance shall be increased to \$845.”

7. ALS Bonus:

Modify Article XXVII(H) to provide :

“Effective upon ratification of the 2018-2021 agreement, all members assigned to the ALS program shall receive premium pay equal to 7.5% of base wage and overtime. For those hired on or after July 1, 2009, the ALS premium pay shall be 9.0% of base wage and overtime.”

8. Retirement Health Savings Plan:

Add the following to Article III:

“Effective upon ratification of the of 2018-2021 agreement, the City contribution to the HCSP shall increase to 3.5%, and the employee contribution shall decrease to 4.5%.”

9. Throughout contract, replace all references to “AEMT” with “Paramedic”.

10. Throughout contract, replace all references to “8 hour employee/s” with “40 hour employee/s”, and replace all references to “8-hour day schedule” with “8-hour/5-day or 10-hour/4-day schedule”.

11. Holidays: Add at the end of Article IX, Section 1a, to be effective upon ratification of the 2018-21 contract:

“THE RECOGNIZED HOLIDAYS FOR 10-HOUR EMPLOYEES SHALL BE:

Independence Day	Day Before Christmas
Labor Day	Christmas Day
Thanksgiving Day	Day Before New Year’s Day
Martin Luther King Day	New Year’s Day
President’s Day	Memorial Day

Should a recognized holiday fall on one of the 10-hour Fire Marshal’s regularly scheduled days off, the regular scheduled work day immediately preceding or immediately following the employee’s regularly scheduled day off shall be recognized as the holiday. Should a recognized holiday fall on the Fire Marshal’s regularly scheduled day off that is equidistant from the employee’s regular scheduled work day, the day that shall be recognized as the holiday shall be determined upon mutual agreement of the Fire Marshal and Fire Chief based on operational needs.”

12. Add a new sub-part (M) to Article X providing as follows, to be effective upon ratification of the 2018-21 contract:

“M. Leave time shall not be authorized for time periods less than three (3) hours.”

13. Throughout contract replace “Sergeant/s” with “Lieutenant/s”, and replace “Lieutenant/s” with “Captain/s”.

14. Modify Article XXVI, Section 4 (currently "Fire Sergeant", will be "Fire Lieutenant") to provide as follows for promotions occurring after ratification of the 2018-21 contract:

"Fire Lieutenants shall obtain State of Michigan Fire Officer I and Fire Officer II (or approved equivalent) certification as a condition of completion of their probationary period."

15. Modify Article XXVI, Section 4 (currently "Fire Lieutenant", will be "Fire Captain") to provide as follows for promotions occurring after ratification of the 2018-21 contract:

"Fire Captains shall be required to attend and graduate from Staff and Command school (or approved equivalent) at an approved location within three (3) years of promotion, provided that classes are available as determined by the Fire Chief."

16. Jury Duty: Add new Article to contract entitled "Jury Duty" and providing as follows, to be effective upon ratification of the 2018-21 contract:

"a) If the employee works on the day immediately preceding the day of jury duty, the employee will be relieved from duty the last 12 hours (8 p.m. to 8 a.m.) of the duty shift; this leave time from work shall be with pay.

b) If the jury duty is on the employee's work day, the employee will not be required to report to work at 8 a.m., and if the employee is not released from jury duty until 4:30 p.m. or later, the employee shall not be required to report to work for the remainder of the shift; this leave time from work shall be with pay. If the employee is released from jury duty prior to 4:30 p.m., he is required to return to work to complete the remainder of his shift."

17. Super Kelly Day Elimination: Effective April 29, 2019 the Super Kelly days will be eliminated, and every employee at every accrual level shall receive 144 additional hours of vacation time – contract language to read as follows:

A) New Article entitled “Suppression Hours/Schedule” to be added to the contract, and providing as follows:

“Effective April 29, 2019 the Super Kelly days will be eliminated. The existing work schedule shall remain the same, except for the elimination of the Super Kelly days. Over the course of 28-day work periods, this work schedule consists of 216 hours (nine duty days), 216 hours (nine duty days), 240 hours (ten duty days), repeating. The hourly rate of employees for overtime and all other employee benefit purposes shall continue to be the annual base wage divided by 2,808.”

B) Add at the end of Article VIII, Section 1:

“Effective April 29, 2019, in conjunction with the elimination of Super Kelly days, the vacation hours of all 24-hour employees at all service levels, and for those hired before and after July 1, 2009, shall be increased by 144 hours, accordingly:

24-Hour Employees hired before July 1, 2009:

1 Year thru 4 years service	288 hours per year
5 Years thru 9 years service	336 hours per year
10 Years thru 14 years service	384 hours per year
15 Years service and over	432 hours per year

24-Hour Employees hired after July 1, 2009:

1 Year thru 4 years service	252 hours per year
5 Years thru 9 years service	306 hours per year
10 Years thru 14 years service	360 hours per year
15 Years service and over	414 hours per year

During the first year of implementation after April 29, 2019, the additional 144 hours of vacation time will be added on a pro rata basis, based on the employee's anniversary date relative to the April 29, 2019 effective date, and using fractions of a month where necessary. Example 1: The employee was hired before July 1, 2009 and his last anniversary date was June 1, 2018 at which time he had 12 years of service; on April 29, 2019 he shall receive an additional 24 hours of vacation time ($2/12$ or $1/6 \times 144$ hours), and then on June 1, 2019 he shall receive 384 hours of vacation time, and in successive years proceed pursuant to the above schedule. Example 2: The employee was hired after July 1, 2009 and his last anniversary date was September 15, 2018 at which time he had 9 years of service; on April 29, 2019 he shall receive an additional 66 hours of vacation time ($5.5/12 \times 144$), and then on September 15, 2019 he shall receive 360 hours of vacation time, and in successive years proceed pursuant to the above schedule.”

18. Union Release Time: Modify Article I, Section 5 to provide as follows, to be effective upon ratification of the 2018-21 contract:

“No more than two (2) officers of the Association will be paid for their time spent in negotiations with the City (including mediation and Act 312), meetings with the City regarding discipline, and meetings with City regarding grievances, but only for straight time hours they would otherwise work.

In addition, no more than two (2) officers of the Association will be paid, subject to prior approval by the Fire Chief of the dates/hours, for their time spent investigating grievances and in meetings related to negotiations/grievances for straight time hours they would otherwise work.”

19. The parties agree to integrate and clarify in a new separate Article entitled “ALS Program” #7 herein, #13 herein, as well as those provisions of Article XXVII, Section 2, those provisions of the October 2017 LOU, and those provisions of the September 2018 LOU which are to be carried forward. As such, effective upon ratification, Article XXVII, Section 2, the October 2017 LOU, and the September 2018 LOU are replaced by a new Article ___ entitled “ALS Program” which shall be added to the labor agreement, providing as follows:

“Article ____, ALS Program:

A) All suppression employees shall be in the ALS program, and are required to maintain their State of Michigan EMT-P license.

B) All new hires will be required to be licensed by the State of Michigan as an Emergency Medical Technician - Paramedic (EMT-P) and will be required to maintain such licensure; all members presently licensed as an EMT-P will be required to maintain their State of Michigan EMT-P license.

C) All members assigned to the ALS program, regardless of rank, shall receive premium pay equal to:

1) For those hired before July 1, 2009: 7.5% of base wage and overtime

2) For those hired on or after July 1, 2009: 9.0% of base wage and overtime

D) The City shall pay the cost of tuition, books, and supplies necessary to maintain State of Michigan EMT-P licensure/certification.

E) In the event an employee, due to disability, is unable to complete all the requirements for renewing his/her EMT-P licensure/certification, he/she shall be given a reasonable period of time after returning to work from the disability to complete the requirements needed to renew his/her EMT-P licensure/certification.

F) Personnel in the ALS program shall be assigned to ride the ALS rescue rigs on a rotating basis.

G) Special provisions applicable only to Captains in the ALS program:

1) The ALS premium shall apply to base wage and overtime only, and will not be included in the longevity calculation, Final Average Compensation, or any other compensation. No employee pension contribution shall be deducted from the ALS premium paid to the Captains, nor shall the employer pay pension contribution based upon the ALS premium.

2) Captains shall not be considered part of the daily operational ALS rotation as outlined herein.

3) Captains who are part of the ALS service and required to ride on the ambulance where circumstances require. They will only be called in for overtime necessitated by the lack of paramedics when the standard procedures for call-backs and mandatory overtime have been exhausted.

4) Any Lieutenants who are promoted to Captain shall be subject to the same conditions outlined in (1) through (3) above.

H) As set forth in Article VIII Longevity herein, the ALS premium is included in the Longevity pay calculation for those members entitled to Longevity pay, excepting Captains as stated in (G) above.

I) As set forth in Article XXII Pensions herein, the ALS premium is included in pension Final Average Compensation for those members hired before 7/1/09, excepting Captains as stated in (G) above. As further set forth in Article XXII Pensions, for employees hired after 7/1/09 pension Final Average Compensation is base wage only, and accordingly no employee or employer pension contribution is paid on their ALS premium.”

In addition, the following language in Article XII shall be deleted effective April 29, 2019:

“3. If the Unit is in a Super Kelly cycle, the leave time cannot be approved until the last day of the cycle prior to the leave requested.”

20. Integrate the January 2016 LOU (attached) into the contract.

LETTER OF AGREEMENT REGARDING PENSION MORATORIUM

1. The City of Madison Heights ("City") and the Madison Heights Fire Fighters Association ("Union") have reached an agreement on a 3-year Collective Bargaining Agreement which expires June 30, 2021.

2. Should that Tentative Agreement be ratified by both parties, City and Union agree that this Letter of Agreement will become effective and attached to the back of the Collective Bargaining Agreement. Should the Tentative Agreement be turned down, this Letter of Agreement will be null and void.

3. The parties have agreed that as part of the Tentative Agreement there will be a 5-year moratorium with respect to changes in existing pension benefits effective from June 30, 2021. This will preclude both the City and Union from raising any changes in existing pension benefits in place as of June 30, 2021.

This will include, but not be limited to, changes in multiplier, employee contribution, FAC, annuity withdrawal, interest on annuities, etc., and is intended to be all inclusive.

FOR THE CITY:

Juliana R. Marsh

FOR THE UNION:

Mark Z...

Date: April 18, 2019

Date: 4-18-19

LETTER OF AGREEMENT RE APPLICATION OF ARTICLE XXVI,
SECTION 4

IAFF members Ray Gilson, Adam Shepherd, and Nate Figueroa were promoted to Sergeant in September 2018. Upon ratification of the new contract for 2018-2021, they will be re-titled to Lieutenant. All three members currently have Fire Officer I, but not Fire Officer II.

These three members will be required to obtain Fire Officer II certification (or approved equivalent) within three (3) years of promotion, provided that classes are available as determined by the Fire Chief.

FOR THE CITY:

Julia R. March

Dated: 4/18/19

FOR THE UNION:

Nate Figueroa

Dated: 4-18-19

TA Signature Page

The undersigned, as representatives for the City bargaining team and for the Union bargaining team, respectively, agree to this Tentative Agreement, which shall become binding on the City and the Union upon mutual ratification:

FOR THE CITY:

Juliana R. Marsh

Dated: 4/18/19

FOR THE UNION:

Flora F. [Signature]

Dated: 4-18-19

LETTER OF UNDERSTANDING

WHEREAS, City of Madison Heights (hereinafter, "City") and the Madison Heights Fire Fighters Association (hereinafter, "Union"), are Parties to a Collective Bargaining Agreement which extends from July 1, 2013 through June 30, 2017;

WHEREAS, the City and Union (hereinafter, "Parties") have discussed the extension of service credit for entry level wages in order to recruit high quality employees;

NOW THEREFORE in consideration of the mutual covenants contained in this Agreement; the City and the Union agree as follows:

1. A newly hired probationary employee who has at least one year but less than two years of prior service and has been active as a full-time sworn fire fighter at another department within the last twelve (12) months shall begin at the twelve (12) month wage step;
2. A newly-hired probationary employee who has two years or more of prior service and has been active as a full-time sworn fire fighter at another department within the last twelve (12) months shall begin at the twenty four (24) month wage step;
3. A newly-hired probationary employee who has three years but less than six years of prior service and has been active as a paid on-call volunteer fire fighter OR as a full-time paramedic within the last twelve (12) months shall begin at the twelve (12) month wage step;
4. A newly-hired probationary employee who has six years or more of prior service and has been active as a paid on-call volunteer fire fighter OR as a full-time paramedic within the last twelve (12) months shall begin at the twenty four (24) month wage step;
5. A newly-hired probationary employee who has a combination of experience that qualifies under at least two of the qualifying gates as listed above shall begin at either the twelve (12) month wage step or at the twenty four (24) month wage step as appropriate given the cumulative experience, provided that there was a minimum twelve (12) month period of employment at a single employer, not more than a twelve (12) month gap between the qualifying positions, and that the final position held prior to being offered employment was qualifying, and occurred within the last twelve (12) months.
6. Any current employee who would have qualified for a service credit by qualifying under number 1 through 5 above shall be placed at the correct wage step retroactive to July 1, 2015;
7. An employee's length of service for all other purposes under this Agreement shall be from his or her date of hire, and in accordance with the Collective Bargaining Agreement.

8. Each newly hired probationary fire fighter will still be required to complete their full probationary employee period and their probationary status is unchanged by this agreement.
9. This is the entire Agreement between the Parties.

CITY OF MADISON HEIGHTS

By: [Signature]

Date: 1-7-16

By: [Signature]

Date: 1-7-16

MADISON HTS. FIRE FIGHTERS ASSOC.

By: [Signature]

Date: 1-5-16

By: [Signature]

Date: 1-5-16