

TENTATIVE AGREEMENT

The City of Madison Heights (hereinafter “City”) and the Madison Heights Fire Fighters Union (hereinafter “Union”) hereby agree, subject to ratification, to a new successor collective bargaining agreement for the term July 1, 2022 through June 30, 2025 consisting of all terms, provisions, and appendices of the prior 2018-2021 and 2021-2022 collective bargaining agreements, except for the modifications set forth below:

1) Term of Agreement:

In Article XXIX, Section 1, replace “2018” with “2022”, and replace “2021” with “2025”.

2) Wages:

Modify the wage table set forth in Article XX, Section 1 to incorporate the following:

a) Increase each wage step within all ranks, except for the rank of Fire Marshal, by \$3,500.00 (fully retroactive to July 1, 2022), prior to application of the first year percentage wage increase of 3%.

b) For the rank of Fire Marshal, increase the start wage step to \$89,676 and increase the 6-month wage step to \$92,450 (fully retroactive to July 1, 2022), prior to application of the first year percentage wage increase of 3%.

c) Effective fully retroactive to July 1, 2022, increase wages for all ranks and all steps by 3%.

d) Effective July 1, 2023, increase wages for all ranks and all steps by 2.5%.

e) Effective July 1, 2024, increase wages for all ranks and all steps by 2.25%

3) Retirement for Employees Hired on or after July 1, 2009:

Add the following at the end of Article XXII:

“THE FOLLOWING PROVISION WAS AGREED TO PURSUANT TO THE PARTIES’ RATIFIED TENTATIVE AGREEMENT OF 2022:

Employees hired on or after July 1, 2009 shall be eligible for full retirement benefits at 52 years of age with 25 years of service. The parties acknowledge that should an employee hired on or after July 1, 2009 leave prior to age 52 but with 10 or more years of service, the employee will not be eligible to draw his/her pension until age 60.”

4) ALS Bonus:

Replace (C) of Article XXVII, Section 2 with the following, to be effective upon ratification:

“C. All members assigned to the ALS program, regardless of rank and regardless of date of hire, shall receive premium pay equal to 7.5% of base wage and overtime.”

5) Kelly Time:

Add the following at the end of Article VIII, Section 1:

“The above-referenced additional 144 hours of vacation time is for the purpose of complying with the Fair Labor Standards Act, in place of the former Super Kelly days. The additional 144 hours of vacation time shall be credited upon date of hire, and annually on the member’s anniversary date, until employment is terminated. Upon termination of employment for any reason, the member will be paid for these unused vacation hours, pro-rated on the basis of 1/12th for each month of service from the member’s anniversary date to the date employment is terminated.”

6) Promotion LOA

The City and Union will execute and attach to the collective bargaining agreement a Letter of Agreement providing as follows:

“The City and Union agree to utilize a new promotional process on a trial basis, as set forth below, to take effect upon ratification and terminating on June 30, 2025 unless the parties mutually agree to extend beyond June 30, 2025. Upon termination of the new promotional process set forth herein, the promotion provisions as set forth in Article XXVI shall automatically and immediately be restored. While the provisions of this Letter of Agreement are in effect, they supercede any conflicting provisions of Article XXVI.

- An assessment center conducted by an outside agency will count 50% toward the overall test score, followed by an oral board which will count 50% toward the overall test score. The maximum points on the assessment center: $100 \times 50\% = 50$ points maximum. The maximum points on the oral board: $100 \times 50\% = 50$ points maximum. The sum of the two is the overall test score.
- The oral board panels shall be comprised as follows -
 - a) Lieutenant: Fire Chief and two (2) MHPD Captains.
 - b) Captain: Fire Chief, Human Resources Director, and Senior MHPD Captain or a Fire Chief from another jurisdiction.
 - c) Fire Marshal: Fire Chief, Human Resources Director, and Fire Marshal from another jurisdiction.
- Upon completion of the entire Assessment Center and oral board processes, individual scores shall be provided.
- Seniority points shall be awarded as additional points on the basis of 0.25 point for each full year since date of hire, up to a maximum of five (5) points for twenty (20) years of service. The overall test score + seniority points = total score.
- In order to be placed on the promotional eligibility list, the applicant must have a total score of at least 70. Successful candidates will be placed on the

promotional eligibility list in the order of the total scores, with the top scoring candidate listed first.

- The top candidate shall be promoted first, and the remaining names on the list shall be eligible for future promotions. Eligibility lists shall remain in effect for two years from date of certification by the Civil Service Commission or until the list is exhausted, whichever comes first; this applies notwithstanding termination of the trial period.
- The provisions of this Letter of Agreement apply to all vacancies which arise after the date of ratification, and all flow-through vacancies resulting from same, even if the trial period terminates before those vacancies are actually filled.”

7) Military Leave:

Add the following as new Section 3 to Article XXV -

“Section 3. In the event a bargaining unit member is deployed to active service, the City shall provide supplemental wages to provide the member with their regular base wages during the tenure of their active deployment, in accordance with Council Resolution dated September 14, 2020. The member shall be required to provide his or her military orders prior to deployment so that the supplemental wages can be calculated. Members shall accrue seniority and pension service credit while on the active service deployment leave.”

8) Tuition Reimbursement & Higher Education:

Effective immediately upon ratification, modify Article XXIII to provide as follows:

“ARTICLE XXIII - TUITION REFUND AND HIGHER EDUCATION ATTAINMENT

SECTION 1. The City shall assume the full cost of tuition not to exceed four hundred (\$400.00) dollars per employee per fiscal year, for any employee who pursues a course in order to obtain a job-related degree, or attends a work-related seminar, or pursues other schooling approved by the Fire Chief and/or City Manager. If such tuition is granted to an employee and that employee terminates employment with the City within twelve (12) months after completion of the course, the amount of tuition paid by the City will be deducted from the employee’s final pay.

SECTION 2. The maximum tuition reimbursement shall be four hundred (\$400.00) dollars per employee per fiscal year. Tuition is provided in accordance with the following schedule:

Grade of “B” or better	400% (up to \$400 annual maximum)
Grade of “C” to “B”	75% (up to \$400 annual maximum)
Grade below “C”	No reimbursement

For courses which are otherwise eligible for reimbursement and are only offered on a pass/fail basis, an individual who passes will receive the 100% reimbursement, up to the \$400 annual maximum.

SECTION 3. In addition to the above, an employee who completes the necessary education for a Fire Science certificate shall receive a prorated increase of \$150.00 which shall be paid in a lump sum at the end of each fiscal year. Furthermore, an employee who receives a job-related Associate Degree will also receive an additional prorated \$150.00 paid in the same manner. An employee who receives a job-related Bachelor's Degree will also receive an additional prorated \$100.00 paid in the same manner.

SECTION 4. The taxability of the education incentive pay is covered by Internal Revenue Service rules.

SECTION 5. For purposes of this article, job-related degrees include but are not limited to: Fire Science, Fire Administration, Public Administration, Emergency Medical, Emergency Management, and Public Safety. If a class is not for a degree on the approved list the member shall see approval prior to enrollment. Should this not occur the member shall be ineligible for reimbursement.

9) Overtime/Staffing:

The City and Union agree to execute and attach to the collective bargaining agreement a Letter of Agreement providing as follows:

“The City and Union agree to the provisions set forth in Administrative Order Number 1.18 issued on 08/4/2021 (attached hereto). The City and Union may, during the term of the collective bargaining agreement, mutually agree to modify the provisions set forth in said Administrative Order.”

10) Fire Marshal:

Add a new Article to the contract entitled "Fire Marshal" providing as follows, to be effective upon ratification:

"ARTICLE _____ - FIRE MARSHAL

The Fire Marshal shall be provided with a City vehicle to use for travel between the station and home, and for any other travel which is for Fire Department purposes.

The Fire Marshal shall not be eligible for ALS bonus pay at any time."

11) Maternity/Paternity Leave:

- Change heading of Section L of Article X from "Maternity Leave and FMLA" to "FMLA"
- Add a new Section N to Article X entitled "Maternity/Paternity Leave" providing as follows:

"N. The City shall provide seventy-two (72) hours of paid maternity/paternity leave for 24-Hour bargaining unit members on approved maternity or paternity leave. The City shall provide forty (40) hours of paid maternity/paternity leave for 8- or 10-Hour bargaining unit members on approved maternity or paternity leave.

This bank shall be awarded only upon birth or adoption of a child, and shall be separate from any other type of leave bank."

12) Sick Bank Maximum:

Effective upon ratification, the maximum sick leave hours for 24-Hour employees shall be increased from 528 to 708, and the maximum sick leave hours for 8- or 10-Hour employees shall be increased from 384 to 514.

Accordingly -

- In the first sentence of Article X(C), "528" shall be replaced with "708", and "384" will be replaced with "514".
- The second paragraph of Article X(C)(1) shall be modified to provide:
"All sick leave hours accumulated during each contract year in excess of 708 shall be bought back by the City between July 15 and July 30 of each year at 50% of value."
- The first two sentences of Article X(C)(2) shall be modified to provide:
"All sick leave hours accumulated during each contract year in excess of 514 shall be bought back by the City between July 15 and July 30 of each year at 50% of value."

13) Vacation Bank Maximum:

Effective upon ratification, the cumulative maximum of vacation time shall be increased from 216 hours to 288 hours for 24-hour employees, and shall be increased from 280 hours to 375 hours for 8- or 10-Hour employees. Accordingly:

- Throughout Article VIII, Section 6, replace “216” with “288”.
- Throughout Article VIII, Section 6, replace “280” with “375”.

14) Light Duty:

Effective upon ratification, add a new Article ____ to the contract entitled “Light Duty” and providing as follows:

“ARTICLE ____ - LIGHT DUTY

A bargaining unit member having received medical clearance from his/her physician may request a light duty assignment, which shall be approved at the discretion of the Fire Chief and Human Resources Director, and continue while light duty work is available at the discretion of the Fire Chief and Human Resources Director. While an employee is on light duty, he/she shall work a 40-hour per week assignment. A light duty assignment is not intended as a permanent assignment and may be rescinded at any time at the sole discretion of the City.”

15) Article III Section (1) (B) Medical Opt-Out Incentive Payment:

Effective July 1, 2022 the opt-out payment shall be increased to \$4,000 paid annually with the same twelve (12) month proration methodology and other provisions as listed above.

FOR THE CITY:

FOR THE UNION:



Amy Mischak, HR Director



Ray Gilson, Union President