

**COLLECTIVE BARGAINING AGREEMENT**

**GRAND TRAVERSE METRO EMERGENCY  
SERVICES AUTHORITY**

**AND THE**

**GRAND TRAVERSE METRO FIRE FIGHTERS,  
LOCAL 5288**

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN**

**GRAND TRAVERSE METRO EMERGENCY SERVICES  
AUTHORITY**

**AND**

**GRAND TRAVERSE METRO FIRE FIGHTERS  
LOCAL 5288**

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**COLLECTIVE BARGAINING AGREEMENT**  
**AGREEMENT**

THIS AGREEMENT, entered into this 24<sup>th</sup> day of November by and between the Grand Traverse Metro Emergency Services Authority, hereinafter referred to as the (“Employer”/”GTMESSA”), and the International Association of Fire Fighters, who have named the Grand Traverse Metro Unit, Grand Traverse Metro Fire Fighters Local 5288, hereinafter referred to as the “Union”.

**PREAMBLE**

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable and peaceful adjustment of differences that may arise, and to establish proper standards of wages, hours, and other conditions of employment. The Union recognizes the essential public service here involved and the general health, welfare and safety of the community and agrees to work with the Employer to encourage increased efficiency on the part of its employees.

To these ends, the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives of all levels and among all employees.

**ARTICLE 1: RECOGNITION**

Section 1: The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all full-time Firefighters and Fire Prevention employees, excluding the Fire Chief, Assistant Chief(s), Human Resources Director, Accountant, Plan Reviewer, Public Educator, Administrative Assistant, and part-time employees, as provided by Michigan Employment Relations Commission (MERC) Case No.: 20-F-0993-RC. The Employer agrees that it will not enter into any agreements with its full-time Firefighters or Fire Prevention Employees individually or collectively, or with any other organization which in any way conflicts with the provisions hereof.

Section 2: The Employer and the Union agree that, for the duration of the Agreement, neither shall discriminate against any employee because of their race, color, creed, sex, age, nationality, or political belief. The Employer and its agents and the Union, its agents or members agree that neither shall discriminate against any employee because of their membership or non-membership in the Union.

Section 3: Whenever the word “employee” or “employees” are used in the Agreement, they shall be defined as all full-time Firefighters and Fire Prevention Employees, excluding the Fire Chief, Assistant Chief, Human Resources Director, Accountant, Plan Reviewer, Public Educator, Administrative Assistant, and part-time employees.

Section 4: Whenever the word “day” or “days” are used in this Agreement, they shall be defined as those which are between Sunday and Saturday, both inclusive, excluding holidays recognized by the Employer.

## **ARTICLE 2: UNION DUES**

Section 1: Membership in the Union is not compulsory. Employees have the right to join, not join, maintain, or discontinue their membership in the Union as they see fit.

Section 2: The Employer shall, at no expense to the Union, deduct Union dues biweekly upon receipt of authorization (completed and signed form) of members of Local 5288. The Employer further agrees to promptly remit any and all amounts so deducted, together with a list of names of employees from whose pay such deductions were made to the Treasurer of the Union.

Section 3: The Union agrees to indemnify and hold the Employer harmless from and against any and all claims, suits, and other forms of liability that may arise out of or by reason of action taken in the reliance upon such individual authorization forms or by reason of the Employer's compliance with the provisions of the Article.

## **ARTICLE 3: UNION ACTIVITIES**

Section 1: No employee shall be discharged, disciplined, or discriminated against because of activity on behalf of the Union which does not interfere with the performance of their own or another employee's duties or assignments.

Section 2: The Union shall be entitled to hold Union meetings at any GTMESA Station, provided permission is granted in advance from the Fire Chief and all duty chores are completed.

Section 3: The Union shall advise the Employer of Union officers and stewards.

Section 4: The Union shall have the right to post Union notices and bulletins during regularly scheduled working hours.

Section 5: The Employer shall provide one (1) bulletin board for exclusive use of the Union in each GTMESA Station at a convenient location accessible to employees. Size and location as agreed by the parties. The Union shall be allowed to hang their charter in one of the stations in a location agreed to by both parties.

Section 6: Union officials and representatives, up to a maximum of one (1) in any one instance, shall be permitted time off to perform the following Union business, so long as it is on the Employer's property; Representation of Union members during grievance or disciplinary meetings when the official or representative has been requested by said covered employee for such representation; meetings with the Fire Chief or Township/Board officials; negotiations; any other Union business conducted on the Employer's property. The Union in contract negotiations, may be represented by employees in the bargaining unit, not to exceed four (4).

Section 7: Union representatives and agents will be permitted to discuss Union business with employees during their duty hours and while members are not on a call, provided such discussions will not interfere with the performance of any employee's duties and service to the community.

Section 8: The Employer agrees that the accredited representatives of the IAFF, whether local representatives, district council representatives, state, or international representatives, may schedule meetings concerning this contract, this bargaining unit, or collective bargaining

implementation on the Employer's property, with the approval of the Fire Chief, provided such meetings are not disruptive of the duties of the employees or the efficient operation of the department.

Section 9: One member of the Union shall be granted time off to attend local, state or international Union functions such as seminars, conventions and meetings. Such time off shall not exceed six (6) twenty-four (24) hour working days or any portion thereof per calendar year. Such time off shall be approved by the president of the Union and shall be unpaid unless the attendee chooses to use accumulated paid time off.

Section 10: Members of the Union may be granted permission to participate in Union Activities while on duty. Employees must receive permission from the Fire Chief or their designee prior to the activity taking place. Activities such as Adopt-A-Road, pancake breakfast, spaghetti dinner, and such would be considered appropriate activities while on duty. The priority of on-duty personnel shall remain calls and other shift duties.

#### **ARTICLE 4: MANAGEMENT RIGHTS**

Section 1: GTMESA, on its own behalf and on the behalf of its electors, hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers are reserved to and remain vested in GTMESA, including, but without limiting the generality of the foregoing, the right:

- A. to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered to the public, the control of equipment to be used, and the discontinuance of any services or methods of operation;
- B. to introduce new equipment, methods, or process, change or eliminate existing equipment and institute technological changes, decide on supplies and equipment to be purchased;
- C. to direct the work force, to assign the type and location of work assignments and determine the number of employees assigned to operations;
- D. to determine the number, location, and type of facilities and installations;
- E. to determine the size of the work force and increase or decrease its size;
- F. to hire new employees, to promote employees and to assign, transfer, and lay off employees;
- G. to establish and change work schedules, work standards, and the methods, processes, and procedures by which such work is to be performed;
- H. to discipline, suspend, and discharge employees for just cause;
- I. to maintain the discipline and efficiency of the employees;
- J. to establish the methods of departmental operation;
- K. to determine lunch, rest periods, and cleanup times, the starting and quitting times;
- L. to subcontract or purchase the construction of new facilities or the improvement of existing facilities;
- M. to subcontract or purchase any work processes or services in line with the best interest of the Authority;
- N. to establish training for the purpose of maintaining or improving professional skills of employees.

Section 2: GTMESA reserves the foregoing rights and those not expressed therein except such as are specifically relinquished or modified by the express terms of the Agreement.

Section 3: It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other prerogatives not enumerated, and except as specifically abridged, delegated, modified, or granted by this Agreement, all the rights, powers and authority GTMESA had prior to the signing of this Agreement are retained by GTMESA and remain within the rights of GTMESA, whether or not such rights have been exercised in the past.

#### **ARTICLE 5: DISCIPLINE**

Section 1: No employee shall be discharged or disciplined without just cause.

Section 2: In the event an employee shall receive a written warning, be suspended from work, demoted for disciplinary reasons, or is discharged from their employment after the date hereof and they believe they have been unjustly written up, suspended, demoted, or discharged, such suspension, demotion, discharge, or written warning shall constitute a case arising under the grievance procedure.

Section 3: In the event it should be determined under the grievance procedure that the employee has unjustly received a written warning, is suspended, demoted, or discharged, the Employer shall reinstate such employee and pay compensation as may be determined under the grievance procedure.

Section 4: Upon conclusion of an investigation involving possible discipline, the employee shall be notified of discipline to be administered, if any. If said discipline involves a suspension, such suspension shall begin within fourteen (14) days immediately following the notification of discipline. If the suspension exceeds one working day, the days shall be served consecutively. A day of discipline will equate to eight (8) hours, during which the employee will be required to work their remaining hours of scheduled work for a full duty day or use approved leave time.

Section 5: Records of tardiness or absenteeism shall not be considered in future disciplinary actions after twelve (12) months without incident.

Section 6: Human Resources Director shall be included in disciplinary actions involving, written warning, suspension, and termination of employment.

Section 6: Initial Warnings are not subject to Arbitration.

#### **ARTICLE 6: GRIEVANCE PROCEDURE**

Section 1: It is the intent to the parties of this agreement that the procedures hereby established shall serve as the means for the prompt disposition and amicable settlement of such disputes, controversies, and grievances as may arise between them. Both parties agree that all grievances should be dealt with promptly and every effort should be made to settle grievances as close to the source as possible.

Section 2: All such disputes, controversies and grievances which arise between the Employer and the Union or between the Employer and employee or group of employees, covered by this Agreement, concerning the effect, interpretation, application, claim, and breach of violation of any

provision of the agreement shall be subject to the following procedure:

Step 1: An employee or the Union claiming to have a grievance may submit such grievances in writing to the Fire Chief utilizing the format mutually agreed upon by Fire Chief and Union no later than seven (7) days after the matter concerned first arose. The Fire Chief shall reply within seven (7) days thereafter.

Step 2: If the matter is not satisfactorily resolved in Step 1, the Union may appeal in writing to the Authority Personnel Committee at 897 Parsons Road, Traverse City, MI 49686. This appeal must be processed within seven (7) days following completion of Step 1. The answer of the Authority Personnel Committee shall be given within fifteen (15) days.

Step 3: If the matter is not satisfactorily resolved in the proceeding step, the matter may be referred to arbitration. Such requests must be made in writing within seven (7) days following the completion of Step 2.

The arbitration proceedings shall be conducted by an arbitrator determined by the Union and GTMESA if an agreement can be reached.

If the parties cannot agree as to the arbitrator, they shall be selected by MERC or the American Arbitration Association in accordance with its rules and regulations. Notice to the American Arbitration shall be within fifteen (15) calendar days after the written notice of the intention to arbitrate the grievance.

The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. The expenses for the arbitrator's services shall be paid equally by both parties.

Section 3: Any grievance not appealed from a decision in one of the steps of the Grievance Procedure to the next step as hereinbefore described shall be considered dropped and the last decision final and binding, except that time limits may be extended by mutual agreement of the parties.

Section 4: Powers of the Arbitrator:

- I. The Arbitrator's authority is derived from this Agreement and jurisdiction is limited to interpretation and application thereof. The Arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement or any written amendments hereof or supplements hereto, or to specify the terms of a new agreement.
- II. The Arbitrator shall have no power to establish wage scales or change any base wage rate; to establish or modify job classification or job descriptions or to hear any case excluded from the grievance procedure.
- III. The Arbitrator's powers shall be limited to deciding whether the Employer or the Union has violated the express Articles or Sections of this Agreement identified in the written grievance.
- IV. The Arbitrator shall have authority to rule only on grievances arising during the term of this Agreement and shall not have any authority to arbitrate disputes arising after the expiration of the Agreement.

- V. The Arbitrator's decision shall be final and binding on both parties.
- VI. The expenses of the Arbitrator will be shared equally between the parties. Each party will pay the expenses of their representatives, witnesses and attendees and such other expenses as that party may incur. If the parties mutually agree to have a court reporter record the proceedings, the appearance fee will be shared equally.
- VII. Time limits of the Grievance Procedure may be extended only by mutual written agreement of the parties. The mutual agreement must take place prior to the expiration of the time limits as set forth with regard to the particular step of the grievance procedure that the extension is being requested.
- VIII. The Union and the grievant are responsible for the timely processing of the grievance through the Grievance Procedure.
- IX. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned at their regular rate, less any other compensation that they may have received from any source obtained after the period of back pay, provided, that in the case of a pay shortage or paid time off bank shortage, of which the employee had not been aware of before receiving such pay or publication of paid time off banks, any adjustments made shall be retroactive to the beginning of that effected pay period.
- X. No decision in any one case shall require a retroactive wage adjustment in any other case unless such case has been designated as a representative case by mutual written agreement by the parties.

Section 5: Any pending grievance, which has not been fully processed prior to the termination date of this Agreement, shall be processed. However, any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement, shall not be processed to arbitration unless the effective date of the successor contract is the day after the expiration of the expired Agreement at which time the language of the successor contract would control.

Any agreement reached between Management and Union representative(s), at any step in the process is binding on all employees affected and cannot be changed by any individual.

The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of rights hereunder or any matter arguably covered by the contract will be pursuant to the Grievance Procedure.

When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as, but not limited to, a veteran's preference hearing, civil rights hearing, or Department of Labor hearing, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract.

## **ARTICLE 7: SENIORITY**

Section 1: Seniority shall be defined as a full-time employee's length of continuous service with GTMESA since their appointment date. "Last appointment date" shall mean the date upon which

an employee within the Fire Department at the direction of the Employer, 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, vacation, sick, worker's comp or accident leaves or for layoff for lack of work or funds, except as hereinafter provided.

Section 2: All new, permanent, full-time employees shall be probationary employees during the first twelve (12) months of their employment. During the probationary period, the new employee shall have no seniority status and may be discharged during that period without further recourse. At the conclusion of the probationary period, the employee's name shall be added to the seniority list as of their date of full-time hire.

Section 3: An employee's seniority within the Fire Department shall be relinquished:

- A. If they quit, retire, or are 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 ninety (90) days in a position with the Fire Department, but outside the bargaining unit, they 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. When recalled to work following a layoff, the employee fails to notify the Employer within seven (7) days of their intention to return to work or fails to actually return to work within fourteen (14) days after a written notice by certified mail of such recall is sent to their last address on record with the Employer.
- D. If laid off for a period equal to their seniority at the time of layoff or three (3) years, whichever is lesser.
- E. If the employee is not able to return from a medical leave of absence after twelve (12) months.

Section 4: The Employer shall maintain an up-to-date seniority list. An up-to-date copy of the seniority list will be posted electronically every six months. The names of all permanent, full-time employees who have completed their probationary period 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.

Section 5: If the number of full-time employees is reduced due to lack of work or lack of funding, probationary full-time employees shall be laid off first. Thereafter, employees shall be laid off in accordance with their seniority and recalled, following a layoff, on the same basis, except that there is no obligation to recall laid off probationary employees.

### **ARTICLE 8: NO STRIKE OR LOCKOUT**

The Union and the Employer agree that there shall be no strikes, work stoppages, slow-downs, interruptions of service or boycotts by the employees and no lockouts made by the Employer.

### **ARTICLE 9: HOURS OF WORK**

Section 1: GTMESA reserves the right to schedule an employee's workday and workweek. The schedule shall be at the discretion of the Chief or their designee and shall be based on a 48/96

hour cycle.

Section 2: The Article shall in no way be construed as a guarantee by GTMESA of any number of shifts or hours of work in any period of time. Current schedule overtime is provided for all allowable time worked as described below that exceeds 106 hours in the established 14 day work period.

Section 3: Overtime shall be offered to all eligible Fire Suppression Employees prior to being offered to employees of the Fire Prevention Division. Overtime for Fire Prevention employees shall be approved no later than seven (7) calendar days prior to the available overtime shift.

Section 4: Each assigned duty shift shall equal 48 hours which can be comprised of work hours, compensation hours earned, personal time or vacation time.

Section 5: Any employee that is called back for an all call to work will receive a minimum of two (2) hours of pay; this shall not include holdover time.

Section 6: GTMESA employees shall not work more than 60 hours consecutively without at least 12 hours off duty, unless approved by a Shift Supervisor.

## **ARTICLE 10: OVERTIME DISTRIBUTION**

### **VOLUNTARY**

#### **When a vacancy becomes available**

1. If the vacancy occurs before the completion of the month's shift bids (16<sup>th</sup> of the month prior) every attempt will be made to fill the vacancy.
2. If the vacancy occurs more than two weeks from the shift date, but after the completion of the subsequent month's shift bids (16<sup>th</sup> of the month), the vacancy will be filled two weeks from the shift date.
3. If the vacancy occurs less than two weeks from the shift date, the vacancy will be filled by the on-duty Shift Supervisor on a first-come, first-served basis.
4. If the vacancy occurs six (6) days or less from the shift date, it will be filled following the mandation procedure stated below.
5. Voluntary overtime shall be paid at the rate of time and one-half. Special events and training shall also be paid at the rate of time and one-half, subject to the approval of the Fire Chief.
6. If the vacancy is eight (8) hours or more the entire vacancy will be filled. If the vacancy is less than eight (8) hours partial assignments will be approved.
7. Qualified Fire Prevention Division personnel may bid on any eligible full-time vacancy. Fire Prevention Division overtime will be approved seven (7) calendar days prior to the vacancy.
8. On-Duty Captains are responsible for filling vacancies. In the event an On-Duty Captain submits to fill a vacancy, another on-duty qualified officer shall award the vacancy.

#### **Filling a vacancy**

1. All members will begin the current month with zero overtime hours.
2. If the vacancy is bid on by one member it will be assigned to that member. All single bid vacancies will be filled first.

3. Vacancies bid on by two or more personnel will be assigned by selecting the member with the lowest amount of overtime hours for the current month. If two or more personnel that bid have the same amount of overtime hours for the current month, the member with the highest seniority will be assigned to the vacancy.
4. Vacancies will generally be assigned in 12-hour increments. However, if more than 12 hours in a day is open for bidding and the member assigned the first 12 hours still has the least amount of overtime hours for the current month, that member would be assigned the additional 12 hours.

No full-time member shall be assigned to work more than 60 consecutive hours without at least 12 hours off.

## **MANDATION**

Mandatory overtime will not be required if the vacancy is under eight (8) hours of time

All mandatory hours worked shall be paid at the rate of time and one-half.

### Recall Roster

This guideline includes an established Recall Roster to be used when the need to mandate a staff member is identified.

1. The Recall Roster will be made up of all full-time suppression GTMESA employees.
2. The initial Recall Roster will be ranked in order of lowest seniority at the top, to highest seniority at the bottom of the list, based on the employee's full-time start date. The Recall Roster will not reset annually.
3. When a suppression member is in position on the Recall Roster for being mandated and determined by the Shift Supervisor does not qualify to be mandated, that person will retain their placement on the Recall Roster.
4. Any mandated hours worked qualifies the employee to be rotated to the bottom of the Recall Roster.
5. For all suppression members to have access to the current list, the Shift Supervisor will maintain both an updated Recall Roster, with a paper copy kept in the Captain's office at Station 1.
6. It is suggested that the Shift Supervisor immediately update the list upon mandating an employee as part of the recall process. It is highly recommended that the mandated employee ensures that the update to the list be made as soon as possible to avoid confusion.
7. The mandated employee may allow another member to take the mandated shift, if agreed to by both parties. The employee who worked the mandated hours will be rotated to the bottom of the Recall Roster.
8. If there is no qualified officer assigned to the shift to fill the vacancy in the Shift Supervisor position, the qualified officer highest on the mandatory overtime list shall be mandated to fill the vacancy.

An employee shall be bypassed in the mandatory overtime rotation without penalty under the circumstances stated below, providing they are documented and approved. If an employee meets said criteria, they may not be recalled for mandatory overtime and should be skipped while holding

their place in line at the top of the rotation. The on-duty Shift Supervisor is responsible for verifying and enforcing these exceptions.

- Pre-Approved Leave (Vacation, Personal Time, or Trades)
- Jury Duty
- Court Appearances or Subpoenas
- Legal Depositions
- Approved Bereavement Leave

The employee must submit a "Mandation Exception" request through the electronic scheduling software prior to the start of the leave. The Shift Supervisor shall approve or deny the request. Upon approval, the Supervisor shall place the employee on the Mandation Exception calendar. Requests must be submitted at least 168 hours (7 days) before the start of the requested leave to be considered. Court appearances and bereavement leave are the only exceptions and require appropriate documentation.

#### Emergent Personal Circumstances

In cases of the employee's own illness or the illness of a dependent child, the employee shall make every reasonable effort to comply with the mandatory overtime shift. If, under rare circumstances, arrangements cannot be made, the employee shall be bypassed for that specific mandatory assignment.

#### Types of Mandated Recall

"Expected Mandated Recall" refers to when a known opening in the shift schedule exists and is still open 144 hours (6 Days) prior to the start of the open shift.

"Short Notice Mandated Recall" refers to when an opening occurs within 25 hours prior to the start of the shift due to unforeseen circumstances such as a sick employee, personal time, or an unexcused absence.

#### Expected Mandated Recall

When a shift is identified as open 144 hours prior to the start of the shift, the recall process is triggered. The available shift will be posted for a two-hour window of time to allow voluntary pick-up before triggering mandatory overtime.

The Shift Supervisor will contact full-time employee at the top of the list and mandate based on position or exemption.

#### Short Notice Mandate for a Vacancy on the First Duty Period of a Tour

When a Short Notice Vacancy occurs for the first 24-hour Duty Period of an oncoming Tour of Duty (i.e., a vacancy on "Green Day 1"), personnel from the preceding off-going shift (i.e., "Red Day 2") are subject to a mandatory holdover. The specific employee mandated shall be determined by their position on the official Recall Roster. This assignment is mandatory and may not be refused.

Short Notice Mandate for a Vacancy on the **Second** Duty Period of a Tour: When a Short Notice Vacancy occurs for the second 24-hour Duty Period of a Tour (i.e., a vacancy on "Green Day 2"),

the on-duty personnel are from the same shift color ("Green Day 1"). In this specific circumstance the Shift Supervisor will refer to the Recall Roster and mandate based on position or exemption.

### **ARTICLE 11: TRADE TIME**

If an employee wishes to trade with another full-time employee, each employee shall record their trade in GTMESA scheduling software. Each employee trading is responsible for keeping track of the trade. The receiver accepts full responsibility for working the shift as scheduled.

Any trade must be approved by the Shift Supervisor and may not hinder the operations of the department. For example, a trade between a senior firefighter and a firefighter recently released from probationary status may not be readily approved.

Captains are required to trade with another qualified officer and have their trade approved by a Chief Officer prior to the trade. Qualified officers that have completed a trade with a Captain may not re-trade the shift with an unqualified officer. A qualified officer is defined as having met the minimum requirements of the Captain's Taskbook and two years' experience as Lieutenant.

Time owed to another employee is the responsibility of each employee involved in the trade and GTMESA has no responsibility for any time owned to any employee due to trade.

### **ARTICLE 12: SALARY AND WAGES**

Section 1: Employees shall be compensated in accordance with the wage schedule (Appendix A) attached to this agreement and shall be considered a part of this Agreement. All step raises shall occur on the payroll of the employee's anniversary date.

Section 2: New employees will start at the beginning step shown in the Wage Scale. Provided, however GTMESA shall be permitted to place a new hire into the wage scale at a wage based on previous firefighting experience. Any newly hired probationary firefighter may be awarded up to thirty-six (36) months of service credit for previous experience earned as a firefighter from a previous employer. This service credit shall apply only for the determination of a starting wage scale and shall be calculated prior to the employee's first day of employment.

Service credit shall be awarded in the following manner:

A newly hired probationary firefighter shall be credited two (2) months of service credit for each year of previous full-time employment with another fire department and/or one (1) month of credit for each year of previous employment as a part-time firefighter.

The total accumulation of service credit shall not exceed thirty-six (36) months. In the event an employee has the equivalent of seven (7) months or more that shall be rounded up twelve (12) months of service credit capability.

The employee shall have thirty (30) days from their date of hire to challenge the service time credited. The challenge shall be in writing and provided to both the Fire Chief and the Union. Any disputes beyond the initial notice shall be handled through the grievance procedure, provided this shall not be permitted to extend beyond Step 3 and shall not be eligible for arbitration.

Each newly hired probationary firefighter will still be required to complete their full

probationary period and their probationary status unchanged by this service credit. Benefit calculations (insurance, vacation, etc.) shall be calculated based on the date of full-time hire.

All payrolls shall be direct deposit. Employees shall provide the Human Resources Director with their direct deposit information.

This article will be reopened during 2026 and again in 2027 for the purpose of negotiating wages for contract years 2027 and 2028. During this reopener, Article 32: Health Insurance, will also be subject to negotiation.

### **ARTICLE 13: LONGEVITY**

To recognize long-term service, GTMESA shall provide an annual longevity payment to employees who have completed consecutive years of full-time service according to the following schedule:

After completing 5 years of full-time service	\$500.00
After completing 10 years of full-time service	\$1000.00
After completing 15 years of full-time service	\$2000.00

Consecutive service: Uninterrupted employment with GTMESA calculated from the employee's full-time date of hire.

The longevity payment shall be issued as a lump sum payment, subject to applicable taxes in the first regular pay period of December. To be eligible for the payment an employee must be active in the first regular pay period of December.

An employee who obtains a longevity anniversary date within the month of December will receive the payment within that calendar year. An employee who separates from employment for any reason prior to the first regular pay period of December shall not be eligible for that year's payment.

### **ARTICLE 14: MAINTENANCE OF CONDITIONS**

Section 1: All rights, privileges and working conditions utilized by the employees at the present time and all current terms and conditions of employment which are not included in the Agreement shall remain in full force, unchanged and unaffected in any manner, during the term of the Agreement unless changed by mutual consent, which are not included reserved or modified by this Agreement.

Section 2: Employees, while on-duty, shall be permitted to seek means for nourishment, meals, and/or personal hygiene products within the Authority utilizing department vehicles.

Section 3: Employer agrees to pay for recertification fees for medical license(s) required to maintain level of function.

Section 4: Employer agrees to pay for recertification of Michigan and NFPA Inspector license/certification for Fire Prevention Employees.

**ARTICLE 15: PERSONNEL RECORDS**

Upon written notice, all employees shall be able to view their personnel, department, training, or medical file during normal business hours.

**ARTICLE 16: ADA/ADEA LANGUAGE**

It is recognized that the Employer must comply with the statutory provision of the Americans with Disabilities Act (ADA) and the Age Discrimination in Employment Act (ADEA).

Should the Employer need to change any current policy or practice in order to comply with the provision of ADA or ADEA, if possible, the Employer will provide the Union thirty (30) days' notice of any change prior to implementation. The Employer will bargain with the Union over any effects of said changes.

**ARTICLE 17: OUTSIDE EMPLOYMENT**

Section 1: Employees may engage in outside work or hold other jobs, subject to the following restrictions:

Employee activities and conduct away from the job must not compete with or compromise the Employer's interest or adversely affect job performance and the employee's ability to fulfill all responsibilities to the Employer.

**ARTICLE 18: SEVERABILITY**

Should any part hereof or provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislations or by any decree of a court competent jurisdiction such invalidation or such part or portion of this Agreement shall not invalidate the remaining portions thereof, and remaining parts or portions remain in full force and effect.

**ARTICLE 19: WAIVER**

The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of Collective Bargaining and that the understandings and agreements arrived at by both parties, after the exercise of that right and opportunity, are set forth in this agreement. Therefore, the Employer and the Union, for the life of this agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject matter referred to or covered by this Agreement and with respect to any subject matter not specifically referred to or covered by this Agreement even though such subject or matter may not have been within the knowledge and contemplation of either or both parties at the time they negotiated or signed this Agreement.

**ARTICLE 20: MAILING, PRINTING AND SUPPLYING AGREEMENT**

Upon ratification of the agreement, one signed original will be filed with the Human Resources Manager's office, the other signed original will be supplied to the local union representative. The Union shall be allowed to use 897 Parsons Road, Traverse City, MI 49686 as their mailing address.

## **ARTICLE 21: OTHER AGREEMENTS AND EMPLOYMENT ORGANIZATIONS**

The Employer shall not enter into any agreements with Employees covered hereby either individually, or collectively or with any other organization which conflicts with the provisions hereof unless another exclusive bargaining agent is recognized by the Michigan Employment Relations Commission.

## **ARTICLE 22: GENERAL**

Section 1: No employee will be subject to disciplinary action for taking part in political or union related activity when not on duty and out of uniform.

Section 2: The Employer shall defend and hold harmless an employee against whom a claim or civil suit is brought by third parties for any act, action, or omission, arising in the course of their employment, excluding actions of malfeasance and gross negligence.

Section 3: The Union agrees that at no time will it or any of its employees solicit or collect monies of a political nature on Employer time. This shall not however prevent Union members, with the Fire Chief's approval from engaging in pre-approved non-political fund raising activities such as pancake breakfasts, spaghetti dinners, and Adopt-A-Road clean-up. The use of the name GTMESA is expressly preserved with the employer and any activities associated hereto are under the direct approval of the Fire Chief.

## **ARTICLE 23: VACATION**

### **Section 1: Prevention Employees:**

Regular full-time employees who work at least an average of forty (40) hours per week shall begin accruing vacation time from date of hire and shall be eligible to use accrued vacation after completion of one full year of service.

#### Length of Service Number of Accrued Days

One year—5 days (40 hours)

Two through Five years—10 days (80 hours)

Six through 14 years—15 days (120 hours)

Fifteen years and over—20 days (160 hours)

- Carry-over to a succeeding year is allowed up to and including five (5) days in eight (8) hour increments (40 hours). Vacation days accrued and carried over beyond the maximum allowable days require supervisor approval.
- When a paid holiday falls within an employee's scheduled vacation, the paid holiday will not be counted as a day of vacation.

### **Section 2: Suppression Employees**

Regular full-time Suppression employees shall begin accruing vacation time from date of hire and shall be eligible to use accrued vacation after completion of one full year of service. Vacation shall be used in increments of twelve (12) or twenty-four (24) hours.

#### Length of Service Number of Accrued Days

One year—Four days (4) twenty-four (24) hour shift days (96 hours)

Two through Five years—Six days (6) twenty-four (24) hour shift days (144 hours)

Six through 14 years—Nine days (9) twenty-four (24) hour shift days (216 hours)

Fifteen years and over—Twelve days (12) twenty-four (24) hour shift days (288 hours)

- Carry-over to a succeeding year is allowed up to and including four (4) days in twelve (12) hour increments (96 hours). Vacation days accrued and carried over beyond the maximum allowable days require supervisor approval.
- Vacation Request Process: Vacation requests will occur on or around December 15th for the following calendar year; the actual date to submit requests is to be agreed upon by the shift in advance. Vacation requests will occur in order of department full-time seniority for the employees of each shift.
- Rank will not supersede seniority.
- One-week vacation requests will be submitted first and require the use of a minimum of two consecutive 24-hour duty days.
- An employee with enough vacation time will be allowed to request two (2) one-week summer and two (2) one-week winter requests. A single two-week request during the summer or winter may be made and will be recognized as 4 consecutive days.
- Summer Pick April – September
- Winter Pick October – March
- Employees must request vacation leave at least 7 days in advance.

Once all one week or greater vacation requests have been submitted, any single day requests will be considered.

- Maximum of four 24-hour duty shifts in one round.
- Process will repeat until all requests are submitted.
- Single day requests may not be less than 24-hours.
- Employees that request and are denied a vacation request shall be placed on the calendar as denied. Any employee on the calendar as denied will have first option on vacation days if canceled by other employees. New employees that will acquire vacation time may submit vacation requests that occur after their one-year anniversary during the vacation request process.
- Canceling approved vacation requests: Minimum 30-day notice to cancel without penalty. If an employee is granted vacation time for one week or greater and employee cancels one of those days awarded (i.e., awarded July 4th, 7th, and 10th and cancels any one of those days) they will be penalized during the next year's vacation request process and will not be automatically rescheduled for those shifts. The employee may be allowed to pick up shifts but will not automatically have the shifts assigned to them.

**PENALTY:** The canceling employee will pick last during the first round of picks but will regain their spot in seniority for the 2nd round and any rounds thereafter.

This penalty is valid for the year immediately following said cancellation. If an employee's vacation is canceled by GTMESA the employee will not be penalized.

No more than two employees shall be off on vacation at the same time .

**All Employees:** Each supervisor has the responsibility of maintaining adequate staffing in their area. Supervisor has the authority to approve and change vacation schedules to ensure orderly  
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operations. Employees are assured, however, that no vacation request shall be unreasonably denied. Vacation pay shall be computed based on the employee's base hourly rate (straight time) only.

Upon termination of employment, the employee shall be paid for any unused vacation at their last hourly wage rate/salary providing the employee submitted at least two weeks' notice and successfully worked at least two weeks; the employee's position was eliminated; or the employee was laid off. Vacation shall not be paid to employees who were terminated for cause or do not provide and successfully work two weeks' notice.

#### **ARTICLE 24: LEAVES OF ABSENCE**

Section 1: The Employer shall maintain a short-term and long-term disability wage loss policy.

Section 2: GTMESA will comply with State law regarding such leave.

Section 3: Family and Medical Leave Act.

GTMESA complies with the federal Family and Medical Leave Act (FMLA) which provides leave for certain medical and family conditions as enumerated in this policy. Employees with at least 12 months of service, and who have worked at least 1,250 hours during the 12 months immediately preceding any request for family or medical leave, are entitled up to a total of 12 weeks of unpaid family or medical leave per 12-month period. To calculate the amount of leave time used and available, GTMESA uses a rolling 12-month period measured backward from the date an employee uses any FMLA leave. The available leave will be the balance of the 12-week allowance which has not been used during the preceding 12 months.

Section 4: Personal and Sick Leave.

All GTMESA employees, unless on vacation, are expected to be on the job each scheduled day of their respective workweek. Recognizing, however, that there are reasons for an employee's absence beyond their control, the following policy governing leaves of absence covers all full-time employees.

- Employees will be provided paid personal/sick leave during the first pay period in January. Fire Prevention employees will receive 96 hours and Suppression employees 144 to use during the respective calendar year.
- If hired after January 1, employees will be provided paid personal/sick leave at the rate of eight (8) hours for each month worked for Fire Prevention employees and twelve (12) hour per month for Suppression employees. Personal/sick time will be provided in a lump sum on the first of the month following date of hire.
- A maximum of 192 hours for Fire Prevention employees and 288 hours for Suppression employees can be carried over each calendar year. In December, the employee shall designate the number of personal/sick days that the employee desires to carry over from year to year. Those days not carried over will be paid at the employee's regular pay rate in the first regular paycheck in December of each year. The employee may elect to have the payment (or any portion thereof) credited to their 457(b)-retirement plan, Roth retirement plan, or Health Savings Account (HSA).
- Earned personal/sick leave days can be used in conjunction with vacation days.

- Upon returning to work from an illness lasting three (3) working days; (24 hours) for Prevention employees and (72 hours) for Suppression employees, the employee must furnish satisfactory medical documentation of illness or incapacity and a statement from a physician qualifying their return to work. This documentation must be submitted to the Human Resources Director.
- Except in the event of an unexpected emergency such as illness, employees should request personal/sick leave at least 48 hours in advance for Suppression personnel and 24 hours in advance for Fire Prevention personnel.
- Time must be taken in no less than 1-hour increments. In the event the use of less than eight (8) hours of personal time should disrupt service, management reserves the right to deny the request.
- Time may be used to provide care for an employee or the employee's immediate family. Definition of family: Individuals related by blood or marriage. Individuals whose close association with the employee is equivalent to a family relationship.

Upon termination of employment, the employee shall be paid for any unused personal/sick time at their last hourly wage rate/salary providing the employee submitted at least two weeks' notice and successfully worked said two weeks; the employee's position was eliminated; or the employee was laid off. Personal/sick time shall not be paid to employees who were terminated for cause or do not provide and successfully work at least two weeks' notice.

#### **ARTICLE 25: ARMED FORCES LEAVE**

Military Leave of Absence: The leave and reemployment rights of employees who participate in military service will be governed by applicable law.

An employee who is a member of the National Guard or Reserves or who is called for defense training or any other call to military duty shall be entitled to a leave of absence in addition to their vacation time, not to exceed two calendar weeks. During these two weeks, and upon presentation of documentation of their gross wages with the military, they may receive pay for the difference between their regular gross pay, such pay not to exceed two calendar weeks. Any additional time off for military leave will be unpaid, but accrued vacation may be used for this leave if the employee chooses.

The notice of Military Orders should be presented to your supervisor and arrangements for leave made as early as possible before departure. Employees are required to give advance notice of their service obligations to GTMESA unless military necessity makes this obligation impossible. Employees returning from military duty who wish to become reemployed with GTMESA must report back to work as follows:

- Military leave of up to 180 days - report to work no later than 45 days after completion of service.
- Military leave of more than 180 days - report to work no later than 90 days after completion of service.

GTMESA will follow applicable law with regard to the re-employment rights of employees returning from military duty.

Additional information regarding military leave may be obtained from the Fire Chief.

### **ARTICLE 26: HOLIDAYS**

The following are holidays observed by GTMESA:

New Year's Day	Veterans Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day After Thanksgiving (Prevention Only)
Good Friday (Prevention only)	Christmas Eve
Easter (Suppression only)	Christmas Day
Memorial Day	New Year's Eve (Suppression only)
Independence Day (July 4)	Floating Holiday (Prevention Only)
Labor Day	

Fire Prevention Employees: When a holiday falls on a Saturday, it shall be observed the Friday preceding the holiday. When a holiday falls on a Sunday, it shall be observed the Monday following as the holiday. In the event the holiday falls on a Saturday and the previous Friday is also a holiday, the holiday falling on the Saturday will be recognized on the previous Thursday. In the event the holiday falls on a Sunday and the following Monday is also a holiday, the holiday falling on the Sunday will be recognized on the following Tuesday.

Fire Suppression employees: Shall receive holiday pay for hours worked on the above holidays at the rate of number of hours worked x 1.5x (time and one-half) the employee's rate of pay.

For Independence Day (July 4), Thanksgiving Day, Christmas Eve, and Christmas Day, employees shall receive 2x of their rate of pay (double time) for the hours worked.

All Employees:

- New employees are eligible for holiday pay immediately upon employment with GTMESA.
- If an employee requests leave for a religious holiday not recognized by GTMESA, please make arrangements with the Fire Chief.

### **ARTICLE 27: UNIFORMS**

The Employer shall maintain a quartermaster system. Members may submit annually for reimbursement of up to \$100.00 for the purchase of approved duty footwear.

### **ARTICLE 28: MILEAGE**

Section 1: Except as otherwise provided in this Agreement, all present policies and benefits will remain in effect.

Section 2: The IRS Business Standard Mileage Rate will be utilized for mileage reimbursement if Department required training and they are required to use their own vehicle.

### **ARTICLE 29: RETENTION OF RIGHTS CONTINUATION OF CERTAIN PROVISIONS**

Section 1: Except as otherwise provided in this Agreement, all present policies and benefits will remain in effect.

Section 2: During the course of negotiating a subsequent agreement, both parties may agree that all provisions or certain provisions will continue in full effect until a new agreement is signed.

### **ARTICLE 30: JURY DUTY AND OTHER COURT APPEARANCES**

Section 1: Jury Duty: Employees will receive paid leave from regularly scheduled duty when summoned by the court to serve on a jury. This only applies to jury service on a regular scheduled duty day.

1. Employees will be paid for all hours required to be in court. Employees may be required to provide documentation from the court verifying appearance and indicating the time of arrival and the time released from the court. To a maximum of one (1) week.
2. Employees will be expected to return to work upon completion of their jury duty service to complete the remainder of their scheduled duty shift. If the employee wishes not to return, they may use other paid time off (personal/sick) for the balance of the scheduled duty hours providing adequate staffing coverage has been obtained.
3. Employees will be required to submit to the Department any payment received by the court for jury duty service on a scheduled duty day with the exception of any mileage or parking fees. Employees will be allowed to keep any payment for jury duty services performed on non-duty days.

Section 2: Court Appearances & Depositions

- A. Job-Related: Employees subpoenaed to appear in court or provide deposition testimony arising from a work related matter will receive paid leave from scheduled duty and/or payment for all non-duty hours involved.
  1. Employees will receive their regular hourly wage for all hours required to be in court or to complete the deposition, including reasonable travel time. In addition, the employee will receive mileage reimbursement at the rate set by Article 25 of this document.
  2. All hours will be considered as hours worked for the computation of overtime.
  3. Employees will wear a GTMESA uniform when testifying in court and/or providing deposition testimony regarding a work-related matter.

B. Non-Job Related

Employees subpoenaed to appear in court or provide a deposition arising from a non-work related matter will be allowed time off work but will not be compensated by the Department for this appearance.

1. Employees will be required to use paid time off (personal/sick or vacation) for any scheduled duty hours missed due to non-job related court appearances or depositions. In the event that all paid time off has been exhausted, the employee will be allowed unpaid leave of absence in accordance with this Agreement.
2. Employees are expected to notify the Fire Chief as far in advance as possible so that adequate staffing coverage can be arranged.

### **ARTICLE 31: BEREAVEMENT**

In the unfortunate event of the death of an immediate family member (father, mother, sibling, spouse, child, mother-in-law, father-in-law, stepmother, stepfather, stepchild, grandparents,

grandchildren, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or other member of the employee's immediate household), Prevention employees are eligible for up to five (5) consecutive leave days. Suppression employees shall receive (2) 24-hr duty day as bereavement leave. All supervisors will be responsible for the application and enforcement of the policy.

Should an employee need additional time off and has accumulated vacation time to cover the requested time off, permission must be obtained from the supervisor who would determine if employee may use their vacation time as additional time off with pay. Otherwise, no additional time off which exceeds the Bereavement Leave policy will be paid. Proof of bereavement leave may be requested by the supervisor.

### **ARTICLE 32: HEALTH INSURANCE**

The Employer shall comply with Public Act 152 and shall remain a hard cap employer. The parties acknowledge that GTMESA is a small group employer. As a result, health care plans offered may be altered year over year. The Employer agrees to provide health care for all full-time bargaining unit members at the same level as non bargaining unit members. The Employer agrees to meet with the Union in advance of the annual open enrollment and discuss alternative plan options in the event none of the health care plans are at or below the Hard Cap. In the event the plan offering is substantially different than the previous base plan offered, the parties are permitted to discuss alternative plans. The Employer shall continue to fund any applicable deductible in January of each year. The Benefits at a Glance shall be an attachment to this Agreement. The Employee shall be responsible for their portion of the premium cost of the plan through payroll deductions.

The Employer reserves the right to utilize another plan provider if the benefits provided are similar as provided herein.

On the first of the month post sixty (60) days after being hired full-time, GTMESA will make available to all qualified employees and eligible dependents medical and hospitalization insurance. Coverage will be in accordance with the related insurance contract(s) in force.

All insurance benefits end upon termination of employment or when work hours fall below requirements for eligibility as full-time employees, subject to the provisions under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). Benefits coverage end at the end of the month in which termination or work schedule change occurs. Medical insurance terminates at 11:59 pm on the last day of work.

Employees may opt out of participation in the Department's group health care plan at a rate of \$2,000 per year by signing a waiver. Proof of coverage with another plan must be provided along with a signed waiver. The payment amount will be subject to all payroll taxes and will be prorated and paid out through the normal payroll process. GTMESA reserves the right to modify this amount at any time; however, if the payment amount is modified the employee will have the option of enrolling in the Plan prior to that change going into effect. Employees who opt out may not opt back into GTMESA's group health plan except during the annual open enrollment period or during the plan year due to a qualifying event (i.e., loss of coverage or death). Should this modification cause the employee to change coverage and come back on the GTMESA Plan, proof of the qualifying event must be provided. Reimbursement of prorated funds will be required.

Should an employee take a leave of absence, it is their responsibility to make arrangements with Human Resources concerning payment of insurance premiums. If no arrangements are made, a COBRA notice will be sent, and benefits will automatically be cancelled.

### **ARTICLE 33: RETIREMENT**

Full-time employees are covered under the provisions of the Employee's Group Retirement Plan. Total cost of participation in the Retirement Plan is paid by GTMESA on behalf of all eligible employees.

Employees must be 18 years of age or over to become a participant in the Retirement Plan. Contributions to the plan will be made immediately for all eligible employees. Retirement plan will include a hardship distribution.

GTMESA will fund a retirement plan for full-time employees who work at least forty (40) hours per week. GTMESA provides and maintains a plan which provides contributions of ten percent (10%) of annual base compensation to the Plan.

Members of the bargaining unit are exempt from Social Security. In lieu of participating in social security, the Authority shall provide an additional 6.2% contribution on base wage towards each employee's retirement account annually.

Upon reaching eligibility, the employee must inform their supervisor of the decision to retire and the planned retirement date. Employees contemplating retirement should notify their department head at least ninety (90) days in advance of their planned retirement date.

### **ARTICLE 34: FITNESS FOR DUTY**

The Employer shall maintain a Fitness for Duty policy. The current revision is dated 10/23/2025. Any revisions to the Fitness for Duty policy must be agreed upon by both parties in writing.

### **ARTICLE 35: PROMOTIONS**

All promotions within the Fire Suppression Division (Lieutenant/Captain) for positions covered by this Agreement shall be from bargaining unit employees, except as provided herein. Placement to the position of Fire Inspector shall be from bargaining unit members unless no qualified bargaining unit members apply or satisfy the examination process. A minimum of two (2) years of experience as a GTMESA full-time firefighter is required for promotion to Fire Inspector.

The promotional procedure shall consist of a competitive process to determine a pool of the most qualified applicants. The procedure shall include a written examination and an oral board examination, this may include as an alternative an assessment center. All examination material, tests and scores shall be confidential and maintained by the Fire Chief and Human Resources Director. Test scores shall be posted by numbers only. In determining each applicant's score, the written examination shall be weighted fifty percent (50%) and the oral examination shall be weighted at fifty percent (50%) to a total of 100%. A combined overall score of 70% is required. One twelfth (1/12) point for each full month of service as a full-time firefighter GTMESA, maximum of five (5) points, will be awarded for seniority. The cutoff point for calculating seniority will be the posted deadline for filing applications for the position.

A firefighter with a minimum of five (5) years of full-time experience with GTMESA is eligible to

take the exam for Lieutenant.

After being promoted to the rank of Lieutenant and Captain a bargaining unit member shall be placed on a six (6) month probationary period.

A Lieutenant who has completed two years of experience as a GTMESA Lieutenant is eligible to take the exam for Captain.

In the event an oral board is used it shall consist of four individuals: The Fire Chief, the Human Resources Manager, and at least one of the two remaining individuals shall be from outside of the department from other fire departments holding a rank above that being interviewed for. The fourth individual shall be determined by the Fire Chief. The oral board records shall be kept confidential by the Fire Chief.

In the event of a promotion where there are no passing applicants from the bargaining unit, not one or more qualified candidates or the Fire Chief determines that none of the applicants are qualified for the promotion the Department may seek applicants from outside the bargaining unit.

The Fire Chief shall have absolute discretion in the selection from among the five (5) highest ranking applicants.

### **ARTICLE 36: WORKER'S COMPENSATION**

Section 1: Worker's Compensation Leave. A worker's compensation leave for a period of not more than fifty-two (52) consecutive weeks may be granted to an employee who is unable to continue work for the GTMESA because of a work-related illness or injury for which the employee is entitled to receive benefits under the Worker's Compensation laws of the State of Michigan.

An employee returning to work from a worker's compensation leave must present a physician's certificate establishing that the employee is physically and mentally able to perform the employee's job. Any time spent in an alternate duty assignment will be considered to be a continuation of the worker's compensation leave of absence rather than a return to work for the purpose of the time periods of this Section. An extension of a worker's compensation leave may be considered in accordance with the ADA, as amended, and other similar laws.

An employee is responsible for continued payment of their mandatory deductions while on worker's compensation leave (i.e., insurance premiums, wage garnishments, pension, etc.).

In the event GTMESA determines that an employee is capable of returning to work, the employee's leave shall end immediately.

All worker's compensation leaves shall run concurrently with a leave of absence under the Family and Medical Leave Act, as amended.

Section 2: Payments and Benefits While on Worker's Compensation Leave. While an employee is on a worker's compensation leave and not on an alternate duty assignment, the following provisions will apply:

Section 3: Insurance Payments. During the first six (6) months of a worker's compensation leave, the Employer will continue payment of group health, dental, life, and long-term disability insurance premiums for individuals on worker's compensation leaves on the same terms that would exist if

they were not on the leave. An extension of insurance benefits up to two months may be approved based on the results of an Individualized Assessment performed under the provision of the ADA, as amended.

Section 4: Seniority. During the period of a worker's compensation leave, the employee will be considered to be on active duty for purposes of seniority.

#### **ARTICLE 37: PAY PERIOD**

Compensation is paid biweekly. Employees shall ensure that paid time off (i.e., personal and vacation) taken during the pay period is properly and accurately recorded.

**Fire Prevention Employees:** The pay period begins at 12:00 am on Sunday and ends at 11:59 pm on the second Saturday following.

**Fire Suppression Employees:** The pay period begins on Sunday 0700 hours and ends on the second Sunday 0700 hours following. Time worked must be entered daily on timesheet.

Payday is every other Friday, which means there are twenty-six/twenty-seven pay days each year. On each payday, the employee will be compensated by direct deposit for the number of hours worked during the previous two weeks.

In the event that a national holiday should fall on pay day, funds will be deposited the previous day.

#### **ARTICLE 38: ACTING OFFICERS**

When the assigned Shift Supervisor is on approved time off, a qualified officer of the highest rank shall be moved into the Supervisor position. (i.e., a Lieutenant assigned to the shift) who is qualified, should be moved into the Shift Supervisor position upon it being vacated.

- A qualified officer is defined as having met the minimum requirements of the Captain's Taskbook and two years' experience as Lieutenant.
- If there is more than one qualified officer, the Captain should afford equal opportunity to act up.
- If a Captain picks up overtime on the shift greater than twelve (12) hours, said Captain should be moved into the Shift Supervisor position.
- If there is no qualified officer assigned to the shift to fill the vacancy in the Shift Supervisor position, the qualified officer highest on the mandatory overtime list shall be mandated to fill the vacancy.

The Acting Officer shall receive an additional 8% over their hourly rate for hours worked as the Shift Supervisor.

No more than two officers shall be permitted time off on the same shift.

#### **ARTICLE 39: SUBSTANCE ABUSE**

GTMESSA shall maintain a substance abuse. The present policy's revision date is 10/01/2025..

#### **ARTICLE 40: LIFE INSURANCE**

GTMESSA provides group term life insurance to all eligible employees on their date of full-time

hire. The cost of the insurance is fully paid by GTMESA and will be at least \$50,000.00 in benefit. Life insurance will cease upon termination of employment. Within thirty-one (31) days following termination, by making application and paying the first premium, the employee may convert the coverage to an individual life insurance policy on any Whole Life or endowment Plan then being offered by the insurance company.

#### **ARTICLE 41: TUITION REIMBURSEMENT**

GTMESA encourages its regular full-time employees to continue to develop professional skills by taking courses which contribute directly to job effectiveness or advancement possibilities. However, these courses should not conflict with the employee's normal work schedule.

- Regularly scheduled full-time employees may be eligible for reimbursement of tuition cost not to exceed \$2,000.00 per year.
- A new employee may begin participating in the tuition reimbursement program after successfully completing a six-month period.
- Written approval to take a course must be obtained in advance from the Chief Officer prior to registration if reimbursement is requested. Courses pertaining to a degree program are an exception to this rule.
- Courses taken must pertain or be a requirement to continued employment with GTMESA.
- Successful completion of the course is required prior to reimbursement. Successful completion of a course will be defined as a minimum grade of 3.0 in a 4.0 system. The employee must submit their grade(s) to GTMESA after the semester or course ends to receive payment for tuition reimbursement.
- Requests will be reviewed on an individual basis by date submitted until budgetary limitations are reached.
- A list of employees who apply by the date of application will be kept. This list will be used if the original funds allocated are exhausted before all requests are granted. If additional funds become available, they will be allocated by giving the first employee on the list not granted reimbursement because of lack of funds, the right to first acceptance, and so on down the list until either all requests are satisfied, or the additional fund are exhausted.
- An employee may be reimbursed for the cost of tuition only. Any other expenses associated with their education are the individual's responsibility.
- There will be no advance payment for course work.
- Classes are to be scheduled during non-working hours unless flexible scheduling is approved by the Chief.

#### **ARTICLE 42: COMP TIME**

The Fair Labor Standards Act (FLSA) provides an element of flexibility for state and local government employers regarding compensation for statutory overtime hours. The law authorizes a public employer to provide compensatory time ("comp time") in lieu of monetary compensation, at a rate of not less than one and one-half (1.5) hours of comp time for each hour of overtime worked.

## **Suppression Employees**

Comp time shall not be earned by suppression employees. Any comp time earned prior to January 1, 2026 must be used by June 30, 2026. Any remaining comp time will be paid out the following pay period.

## **Fire Prevention Employees**

Employees eligible for comp time include Prevention personnel. Comp time is provided for all allowable time worked as described below that exceeds 40 hours in the established 40-hour work period.

In calculating whether an employee has worked in excess of 40 hours in any one workweek, hours of vacation, personal leave, and holiday pay will not count toward the 40 hours of work required to be eligible for the overtime pay rate of one and one-half times the regular rate of pay.

Accrual of allowable comp time must be approved in advance by the Fire Chief or Assistant Chief except in cases of emergency. Comp time accrual is not intended for ongoing daily work, but rather for special situations where an employee is required to work beyond the normal scheduled workday, or in case of an emergency or special circumstance.

No Prevention employee may accrue more than 24 hours of comp time. The Fire Chief or Assistant Chief can require an employee to utilize comp time in order to manage the accrual limit. Once the accrual limit is reached, an employee working overtime will be paid overtime compensation and not comp time.

Comp time accrued should be utilized at a time mutually agreeable to the employee and supervisor. Use of comp time must be approved in advance, but approval will generally not be withheld unless to do so would unduly disrupt the department's operations or delivery of services. Comp time can be used in any hourly increment. Comp time is paid out at the employee's rate of pay at the time the comp time is used.

Upon termination of employment, an employee shall be paid for all unused comp time at their hourly rate at the time of termination.

**ARTICLE 43: TERM**

This Agreement shall remain in full force and effect from its ratification to December 31, 2028. In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in this paragraph.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the day and year first written.

IAFF Local, 5288

GTMESSA

\_\_\_\_\_  
Spencer Scanlon, President

\_\_\_\_\_  
Paul Mackin, Fire Chief

Date: \_\_\_\_\_

Date: \_\_\_\_\_