

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**



**AND**

**FIRE FIGHTERS ASSOCIATION  
LOCAL 1557**



**JULY 1, 2022 - JUNE 30, 2025**

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, effective July 1, 2022, entered into between the CITY OF STERLING HEIGHTS, Macomb County, Michigan, a municipal corporation hereinafter called the “City” and LOCAL No. 1557 of the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, also known as the STERLING HEIGHTS FIRE FIGHTERS UNION, AFL-CIO, hereinafter called the “Union”.

WITNESSETH: That the parties hereto, in consideration of the mutual covenants and agreements hereinafter contained, do hereby agree as follows:

ARTICLE 1

PURPOSE

The parties hereto have entered into this Agreement pursuant to the authority of Act 379 of the Public Acts of 1965, as amended, to incorporate understandings previously reached and other matters into a formal contract; to promote harmonious relations between the City and the Union, in the best interests of the community; to improve the public fire fighting service; and to provide an orderly and equitable means of resolving future differences between the parties.

ARTICLE 2

COVERAGE

The City recognizes the Union as the sole and exclusive collective bargaining representative of all full-time employees of the Fire Department, excluding the Chief and civilian employees. This Agreement shall be applicable to all Fire Fighters in the appropriate bargaining unit. The pronouns and relative words used in this agreement are written in the masculine form. If members of the Union are of the feminine sex, such words shall be read in the feminine form.

ARTICLE 3

DUES DEDUCTION

The City shall deduct, as dues, or service charge, from the pay of each employee from whom it receives an authorization to do so, irrespective of Union membership, the required amount as periodically determined by the Union for the payment of Union dues, fees and assessments. Such sums accompanied by a list of employees who had authorized such deduction and from whom no deductions were made and the reasons therefore, shall be forwarded to the Union office within thirty (30) days after such collections have been made.



ARTICLE 4

**[RESERVED FOR FUTURE USE]**

ARTICLE 5

UNION ACTIVITIES

Section 1. General.

Employees and their Union representatives shall have the right to join the Union, to engage in lawful concerted activities for the purposes of collective negotiation or bargaining, in accordance with Act 379 of the Public Acts of 1965, as amended, all free from any and all illegal restraint, interference, coercion, discrimination or reprisal.

Section 2. Released Time for Union Business.

Officers and representatives of the Union shall be afforded reasonable time during regular working hours without loss of pay to fulfill their Union responsibilities, including negotiations with the City, processing of grievances, and administration and enforcement of this Agreement upon approval of the Fire Chief. It is understood that approval will not be arbitrarily withheld and all reasonable requests shall be granted.

The City will allow a maximum of one hundred ninety two (192) hours in a calendar year to members of the executive board for Union activities, including local and State meetings and conferences. This maximum will increase to three hundred eighty four (384) hours for those years in which the state and international firefighters' conventions are held.

Officers and representatives of the Union shall include its President, Vice-President, Secretary, and Treasurer (the Executive Board), or their designated alternates, and a steward for each platoon and forty (40) hour employees.

If overtime is required, stewards shall not be allowed time during their regular working hours without loss of pay to fulfill their Union responsibilities except as a direct replacement of an executive board member or by agreement between the City and the Union.

The Union shall advise the City in writing as to its officers and representatives and shall report any changes promptly.

Section 3. Bulletin Boards. The Union shall be provided with suitable bulletin boards at each Fire Station for the posting of Union notices and other materials. All posted notices and other materials must be approved and signed by a Union Officer.

Section 4. Meetings. The Union may schedule meetings on Fire Department property, insofar as such meetings are not disruptive of the duties of the employees or the

efficient operation of the Department, subject to approval of the City Manager or his representative, which approval shall not be arbitrarily or unreasonably withheld.

Section 5. Union Leave of Absence. The City shall give reasonable time off up to thirty (30) calendar days, without discrimination or loss of seniority rights, without pay to employees designated by the Union to attend a labor convention, seminar, or school, provided 72 hours written notice is given to the City by the Union, specifying length of time off for Union activities. It is understood that approval will not be arbitrarily withheld and all reasonable requests shall be granted, provided there shall be no disruption of Fire Department operations due to lack of employees.

Section 6. The City shall allow the Union Executive Board Member or steward on each Battalion to have their choice of station assignments before other members of the Bargaining Unit and as transfers occur.

## ARTICLE 6

### HOURS OF EMPLOYMENT

Section 1. Work Schedule. The work schedule of employees shall be as prescribed by Act 125, Public Acts of 1925, as amended by Act 115, Public Acts of 1965, Public Act 604 of 1978 and the F.L.S.A.

In the event said acts are modified or amended during the term of this Agreement or employees are determined to be outside of the FLSA's 7(k) overtime pay exemption, the provisions of this Agreement relating to hours of work, work schedules, wages and overtime shall be reopened and the subject of negotiation between the parties and changes in hours of work, work schedules, wages, and overtime may be made by mutual agreement of the parties.

Section 2. Forty hour employees. All full-time Fire Inspectors, EMS Coordinator and the Training Officer (Forty hour employees) will work one or the other of the following work schedules:

- A. A four (4) day, ten (10) hour schedule. The work day of a Forty hour employee electing to work this schedule will be 7:00 a.m. - 5:00 p.m. with a thirty (30) minute paid lunch period. The 4-10 schedule will not create any additional overtime in the on-call system. A week that contains a paid holiday will be worked on a five (5) day, eight (8) hour schedule. This 4-10 schedule will not affect FLSA overtime in any fashion. A request by the EMS Coordinator and Training Officer to work a 4-10 schedule will not be arbitrarily or capriciously withheld.
- B. A five (5) day, eight (8) hour schedule. The work day of a Forty hour employee electing to work this schedule will be 7:00 a.m. - 3:00 p.m. with a thirty (30) minute paid lunch period. The 5-8 schedule will not create any additional overtime in the on-call system. This 5-8 schedule will not affect FLSA overtime in any fashion.

- C. The City reserves the right to adjust the schedule selected by a Forty hour employee to compensate for vacations, illness, injury, funeral leave, jury duty, emergency leave, service demands, previously scheduled external meetings, etc.

Section 3. Trading of Days. Subject to department manpower requirements, employees shall be permitted to voluntarily trade work or leave days.

## ARTICLE 7

### SENIORITY

Section 1. Job assignments shall be filled on the basis of seniority except as specified in Article 5, Section 6, provided the employee has the ability to perform the duties involved. The claim of any employee that he has been unreasonably or unjustly transferred or reassigned or that he has been unreasonably or unjustly denied a transfer or reassignment shall be subject to the Grievance Procedure only.

Section 2. Seniority, as promulgated in the City Charter and Act 78 Civil Service rules shall prevail in the layoff and recalling of employees. However, the probationary period of new employees shall be one (1) year. A probationary employee may be terminated during the probationary period, for cause, without recourse to the grievance procedure. The Union will be given advanced notice of any such action and an opportunity to meet and confer regarding alternatives such as an extended probationary period or resignation.

Section 3. The City shall post a list of the employees and classifications arranged in order of their seniority. This list shall be posted in a conspicuous position at each fire station. Seniority date shall be the date hired and adjusted for layoff.

Section 4. Seniority shall be broken only by discharge for just cause, resignation, layoff for a period of more than four years or a period equal to the employee's seniority, whichever is greater, or if absent for two or more working days without notifying the City. In case of emergency, exceptions may be made by the City.

Section 5. In the event of a layoff, an employee so laid off shall be given one week's notice of recall to work, mailed to his last known address by certified mail. In the event the employee fails to make himself available for work at the end of said one week, he shall lose all seniority rights under this Agreement. However, in proper cases, the City shall give consideration to the employee and may grant exceptions.

Section 6. An employee in a classification covered by this Agreement, who has been in the past or will in the future be promoted or transferred to a classification not within the Bargaining Unit, shall not accumulate seniority while working in such position. An employee who is subsequently transferred or demoted shall commence work in a job generally similar to the one he held at the time of his promotion or transfer and he shall maintain the seniority rank he held at the time of his promotion or transfer from the Bargaining Unit.

Section 7. In the event of a layoff, any current officer, full or probationary, will be afforded the right to return to their previously held rank or classification without further testing, and before any new promotions for that position are made.

## ARTICLE 8

### DISCIPLINE

Section 1. No employee shall be removed, discharged, reduced in rank or pay, suspended or otherwise punished, except for just cause and in no event until he shall have been furnished with a written statement of the charges and the reasons for such action.

All charges shall be void unless filed within ninety (90) days of the occurrence of the alleged violation or within ninety (90) days after the City reasonably should have known of the occurrence of the alleged violation.

Section 2. Any employee aggrieved by such removal, discharge, suspension, or reduction in rank or pay may seek relief through the Grievance Procedure outlined in Article 9 of this Agreement by going immediately to Step 3 or he may seek relief with the Civil Service Commission in accordance with the provisions of Act 78 of the Civil Service rules. It is understood and agreed to by the parties to this Agreement that the employee may elect to use the Grievance Procedure or the Civil Service Procedure, but not use both. Upon seeking relief, through either the Grievance Procedure or the Civil Service procedure, the employee waives all rights to use the other procedure.

Section 3. All grievances involving discipline, with the exception of grievances involving a discharge, suspension, removal or reduction in rank or pay, shall follow the normal Grievance Procedure outlined in Article 9 of this Agreement.

Section 4. Clearing Clause. Written reprimand shall not be used in a progressive discipline after the following schedule:

- A. One (1) year for incidents or infractions not involving loss of time or wages.
- B. Three (3) years for incidents or infraction involving loss of time or wages:
  - 1. A loss of up to and including two (2) days wages or time for a 56-hour employee.
  - 2. A loss of up to and including three (3) days wages or time for a 40-hour employee.
- C. Five (5) years for incidents or infractions involving a loss of time or wages greater than:
  - 1. Two (2) days wages or time for a 56-hour employee.

2. Three (3) days wages or time for a 40-hour employee.

## ARTICLE 9

### GRIEVANCE PROCEDURE

Section 1. A grievance is defined as a difference, dispute, or complaint between the City and the Union or between the City and an employee as to the application or interpretation of this Agreement. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the City and the Union. For the purpose of this Article, a business day shall be defined as a normal day of business at the City Administration Building.

Section 2. The City and the Union agree it is desirable to resolve problems and issues informally. In the event a problem relating to provisions to this Agreement cannot be resolved informally, grievances shall be processed in the following manner:

Step One (1) Fire Chief or Designee. If the attempt to resolve the problem informally is unsuccessful, the Union shall submit the grievance, in writing, to the Office of the Fire Chief, within fifteen (15) business days of the occurrence thereof, or the aggrieved employee's knowledge thereof. The Fire Chief must render a decision, in writing, no later than fifteen (15) business days, or on cases over which it has jurisdiction, the aggrieved employee may appeal to the Civil Service Commission in accordance with the provisions of Act 78 and the Civil Service rules, but he may not invoke both the Civil Service procedure and the Grievance Procedure.

Step Two (2) Human Resources Director. If the grievance remains unresolved, the Union may appeal the decision to the Human Resources Director within fifteen (15) business days from receipt of the Step One (1) decision. The Human Resources Director must meet with the Union to discuss the grievance within fifteen (15) business days of the Union's appeal. The Human Resources Director must then render a decision, in writing, within fifteen (15) business days from date of meeting.

Step Three (3) City Manager. If the grievance continues to remain unresolved, the Union may appeal the decision to the City Manager within five (5) business days from receipt of the Step Two (2) decision. The City Manager must meet with the Union to discuss the grievance within five (5) business days of the Union's appeal. The City Manager must then render a decision, in writing, within five (5) business days from date of meeting.

Step Four (4) Arbitration. In the event the grievance is not resolved at Step 3, the Union may request that it be submitted to arbitration as follows:

- A. The arbitrator shall be a person mutually agreed to by both the City and the Union. In the event the parties have not agreed upon an arbitrator within ten

(10) business days, an arbitrator shall be selected and appointed in accordance with the procedures of the Michigan Employment Relations Commission (MERC) or the Federal Mediation and Conciliation Service (FMCS) and such arbitrator shall have authority to hear and decide the case.

- B. In the event of a refusal by either party to submit to or appear at the arbitration hearing, the arbitrator shall have jurisdiction to proceed ex parte and make an award. The decision of the arbitrator shall be rendered within thirty (30) days, and shall be final and binding upon all parties, including the employees involved.

Section 3. Powers of the Arbitrator. It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific terms and provisions of this Agreement.

- A. He shall have no power to add to, or subtract from, alter or modify any of the terms of this Agreement, except as provided in Article 11.
- B. He shall have no power to establish wage scales or to require the City to purchase buildings, equipment or material.
- C. In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
- D. The arbitrator's decision shall be final and binding on the Union, its members, the employees or employee involved, and the City.
- E. Fees and expenses of an arbitrator shall be shared equally by the City and the Union. All other expenses shall be borne by the party incurring the expenses, and neither party shall be responsible for the expense of witnesses called by the other.
- F. Claims for Back Pay.
  - 1. The City shall not be required to pay back wages more than ninety (90) business days prior to the date a written grievance is filed; provided, however, that in the case of a pay shortage of which the employee could not have been aware before receiving his pay, adjustments may be made retroactive to the beginning of the pay period covered by such pay, if the employee filed his grievance within ninety (90) business days after receipt of such pay.
  - 2. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less compensation, if

any, earned elsewhere during the period in question, which such compensation is attributable to the discharge, suspension or layoff period in issue, and which would not have been earned otherwise.

Section 4. Time Limit. Any grievance not advanced to the next step by either party within the time limit in that step, or if no time limit is specified, within ten (10) business days, shall be deemed settled against the party that failed to advance the grievance. If the time limits are extended by the City and the Union in writing, then the new date shall prevail.

Section 5. Agreements. All agreements between the Union and the City shall be in writing, which may include emails.

Section 6. Interviews. It is agreed between the parties that when a grievance is submitted for adjustment, the City may interview such employees as may be necessary for appropriate investigation and adjustment of the grievance as long as a Union representative is given an opportunity to be present during such interview.

Section 7. Results of Grievance. Notification to the grievant of the results of the grievance shall be the responsibility of the Union.

Section 8. When the same remedies are available for a dispute which arises under this contract under the grievance procedure, which are available under 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, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through the grievance procedure provided for in this contract. If any employee elects to use the grievance procedure in this contract and, subsequently, elects to utilize the statutory or administrative remedies to obtain the same remedy, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable, any relief granted shall be forfeited.

Nothing herein shall be construed to eliminate the right of an employee or the Union to apply to the Courts to compel compliance with contract terms and with the grievance procedure by request for injunctive or other relief.

## ARTICLE 10

### SAFETY CLAUSE

Section 1. A safety committee shall be composed of a Union representative, the Fire Chief or his representative, and the Risk Management Coordinator who will meet, when necessary, or at the request of either party, for the purpose of discussing safety regulations with the understanding that the City has the ultimate responsibility and shall make the final determination on all matters of safety and safety regulations. No employee shall be penalized for reporting unsafe conditions.

The Risk Management Coordinator shall serve in an advisory capacity to facilitate safety matters.

Section 2. The City shall consider the personal safety of the employee in establishing operational procedures.

Section 3. The City shall allow two (2) members of the Executive Board or their designee to attend the IAFF Redmond Symposium biennially, and the hours to attend will not be counted against the Union release time.

## ARTICLE 11

### MANAGEMENT RIGHTS

The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, 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, except such as are specifically modified, limited or relinquished herein, are reserved to and remain vested in the City.

It is recognized by the parties that the government management of the City, the control and management of its properties, and the maintenance of municipal functions and operations are reserved by the City and that all legal prerogatives of the City shall be paramount and be solely the City's right and responsibility; provided, however, the City agrees to negotiate any changes in personnel policies related to hours, wages and working conditions not described in this Article, of any members of the Union's bargaining unit.

Further, the Employer retains the sole and exclusive right upon fourteen (14) days' notice to the Union, to establish and revise rules, regulations, policies and procedures regarding permissive subjects of bargaining.

Where permissive subjects of bargaining are concerned, after affording the Union an opportunity to negotiate with the City over any new rule or regulation dealing with the subject of position responsibilities or general work rules, the City may implement any such rule or regulation if the Union does not object to its reasonableness. If the Union finds any such rule or regulation to be unreasonable, the Union may grieve the reasonableness of the rule or regulation as well as its application by submitting it directly to arbitration under Section 2, Step 3 of Article 9, Grievance Procedure. No such rules or regulations shall become effective until the grievance is resolved.

This Agreement shall supersede any rules or regulations inconsistent herewith.

The City shall have the right to deduct from an employee's paycheck any overpayment the employee may have received that they were not entitled to under this Agreement, without the specific written approval of the employee. This will be deducted



in amounts equal to the amount of overpayment, over the same amount of time the overpayments were received. If the employee grieves this action, then no deductions will be made until the grievance is resolved. The employee will be notified in writing of any overpayment dispute.

## ARTICLE 12

### MAINTENANCE OF CONDITIONS

Section 1. Maintenance of Conditions. Wages, hours and conditions of employment in effect at the execution of this Agreement, shall, except as improved or modified under the terms of this Agreement, be maintained during the terms of this Agreement.

Section 2. Unilateral Changes. The City will make no changes in wages, hours, and conditions of employment during the terms of this Agreement, either contrary to the provisions of this Agreement or established departmental rules and regulations, practice and custom and/or administration policy, except as provided in Article 11.

Section 3. Relation to Regulations. This Agreement shall supersede any rules and regulations inconsistent herewith. Insofar as any provision of this Agreement shall conflict with any ordinance or resolution of the City, appropriate amendatory action or other action shall be taken to render such ordinance or resolution compatible with this Agreement.

Section 4. The Union and its members share the City's desire and goal that its Fire Department be well trained, equipped and efficient. The parties will continue to cooperate in every way toward the goal that Sterling Heights has the finest Fire Department.

The Union does not intend that "Maintenance of Conditions" be used to interfere with the City's right, and indeed obligation, to train, equip and direct its Fire Department. The purpose of "Maintenance of Conditions" is to protect the Union and its members from any arbitrary, unreasonable, or discriminatory application and/or change in statutory terms and conditions of employment. The Union will not use the "Maintenance of Conditions" clause to impede legitimate management decisions.

It is understood that this restriction on the performance of Bargaining Unit work by persons other than those employed within this Collective Bargaining Unit shall not serve to foreclose the City of Sterling Heights from utilizing the established Mutual Aid Pact it has with existing communities.

Section 5. The City shall give advance notice to the Union of any proposed changes to any mutual aid agreement with other neighboring communities. This Section does not allow the Union any right to negotiate or approve any mutual aid agreement prior to City implementation.

Nothing in this Agreement shall be deemed to waive or in any way impair the Union's bargaining rights under PERA or the City's rights to enter into multi-jurisdictional

agreements as authorized by Michigan law.

### ARTICLE 13

#### DISTRIBUTION OF AGREEMENT

Two Hundred Fifty (250) copies of this Agreement shall be distributed by the City to the Bargaining Unit.

### ARTICLE 14

#### EDUCATIONAL ASSISTANCE PROGRAM

This program is offered to encourage employees to improve their job skills, to increase their value to the City, and to assist them in preparing for future advancement with the City.

- A. The scope of the program does not include special seminars, or "short courses" of a few days' duration which will continue to be considered on an individual and departmental training basis as in-service training. The exception to this rule will be for Advanced Life Support training programs deemed beneficial to the City and employee. The Employer will not arbitrarily or capriciously withhold approval of Department personnel attending these "short courses."
- B. The following provisions are established to govern the administration of the City's Educational Assistance Program:
  - 1. Application for Educational Assistance may be made by any full-time permanent employee who has completed his designated probationary period.
  - 2. Applications will be considered if the employee is eligible for or receiving funds for the same course from any other source (GI Bill, scholarships, vocational rehabilitation, etc.). However, reimbursement under this program shall be limited to the difference between the other funds for which eligible or received for the same course and reimbursement in accordance with Section 5 of this Article.
  - 3. Application will be approved by the Department Head and Human Resources Director only for courses related to the employee's present job or related to a promotional position within the organization, or to satisfy the general education requirement for such a degree.
  - 4. Reimbursement shall be made only for courses completed at accredited (as determined by the U.S. Secretary of Education) high schools, trade schools, college, and universities.

5. There shall be a seventy-five (75%) percent reimbursement for tuition, lab, and student fees, and required textbooks to a maximum of \$3,000 per year for undergraduate courses and \$4,000 per year for graduate courses based upon courses completed with a "C" or numerical equivalent, or for non-graded courses when the grade received is "satisfactory" or "passing". There shall be a Two Hundred Dollar (\$200.00) limitation per fiscal year for non-credit courses (exception is medical training programs).
6. There shall be one hundred (100%) percent reimbursement for classes taken to obtain a Paramedic's license for tuition, lab fees and required textbooks with an unlimited maximum based upon courses completed with a "C" or numerical equivalent, or for non-graded courses when the grade received is "satisfactory" or "passing".
7. Employees must submit official school transcript showing final grade received. The employee shall be considered as having completed a class when he concludes the term for which the school quotes the tuition fee.
8. As funds for Educational Assistance are limited, priority shall be governed by the time and date that completed applications are received in the City Management office. Approval and reimbursement for Educational Assistance is contingent upon the availability of funds, the employee's successful completion of the course, and adherence to the policies and procedures.
9. Expenses such as parking and mileage shall not be part of the Educational Assistance Program.
10. The applicant, under this program shall attend classes on his own time and without compensation from the City.

## ARTICLE 15

### MILITARY SERVICE

#### Section 1. Selective Service Act

- A. Employees inducted into the Armed Services of the United States, under the provisions of the Selective Service Act, shall be entitled to a leave of absence, without pay or other benefits, for a period of service required by such original induction. Upon their honorable discharge, and if physically fit to perform the duties of the position of which they held prior to entering the military service, such employees shall be reinstated to their former

positions or one comparable to it, providing that they make formal application for reinstatement within ninety (90) days after the date of military service discharge.

- B. A regular employee, who enters the Armed Forces and meets the foregoing requirements, will have seniority equal to the time spent in the Armed Forces plus previous employment time in the department.
- C. A probationary employee, who enters the Armed Forces and meets the foregoing requirements, must complete his probationary period and upon completing it, will have seniority equal to the time he spent in the Armed Forces, plus twelve (12) months.

Section 2. “Uniformed Services” Enlistments

- A. “Uniformed Services” shall include:
  - 1. The full-time and reserve components of the Army, Navy, Marine Corps, Air Force and Coast Guard
  - 2. The National Guard
  - 3. The commission corps of the public health services
  - 4. Any category of persons designated as a “uniformed service” by the President of the United States in time of war or national emergency

- B. Covered Military Leaves. Leaves, whether involuntary or voluntary, enacted to perform any duty in the above named “uniformed services” shall be an authorized leave.

The following leaves shall be authorized:

- 1. Active duty leaves
- 2. Training leaves
- 3. Weekend drills
- 4. Summer Camp (two week annual training sessions)
- 5. Fitness-for-duty examinations

Section 3. Duration of Authorized Leaves. A combined five (5) years of service-connected absences from the City shall be authorized.

- A. The following are exemptions to the five (5) years of authorized leave:
  - 1. All required training for Reservist and National Guard members, including two (2) week annual training sessions and monthly weekend drills.
  - 2. All service from which a member, through no fault of his own, is unable to obtain release, prior to the expiration of the five (5) year period of exemption.

3. Service required beyond five (5) years to complete an initial period of obligated service.
4. Active duty service (other than for training) performed because of a war or national emergency or in support of a critical or operational mission.

Section 4. Seniority, Pay, Maintenance and Accrual of Benefits.

- Seniority: Members re-employed shall be entitled to the seniority they would have attained if they had remained continuously employed. Time spent in the military shall be counted as time on the job.
- Pay While in Uniformed Service:
  1. The City shall pay the difference between the member's active duty military pay and his City salary as follows:
    - a. For the first thirty (30) days, the member shall be paid the same pay cycle that his battalion (unit) is being paid, less FLSA overtime.
    - b. Following the initial thirty (30) days, the member shall receive his pay based on a straight one hundred and twelve (112) hours per pay cycle.
  2. Paid Military Leaves shall include the following:
    - a. Members participating in annual two-week training (summer camp) shall be entitled to fifteen (15) days paid leave.
    - b. Members participating in weekend drills shall be entitled to up to two hundred eighty-eight (288) hours annually solely for the purpose of attending or traveling to or from those drills.
- C. Accrual of Benefits: Military service will be considered as service time with the City for vesting and benefit accrual purposes.
  1. The City shall fund any resulting pension obligations.
  2. The member shall be entitled to accrued benefits from the City's contributions only to the extent that he repays the member's contribution obligations.
    - a. Repayment of the member's obligation can be made over a period of three (3) times the duration of military service.
    - b. Repayment shall not exceed five (5) years.
- D. Maintenance of Health Benefits:
  1. The City shall maintain the member's exact level of health benefits, at no cost to the member, for a period of one (1) year.

2. The member may elect to continue participation in the employer's health benefit plan, after one (1) year, at a cost equal to the cost to the City, for the exact level of coverage, for the duration of the leave.

E. Member's Proof of Leave and Pay: Members shall provide any reasonable documentation requested by the City to confirm leaves and pay periods. This may include military orders or pay records.

Section 5. Re-employment: The City shall abide by the Uniformed Services Employment and Re-employment Act (USERRA) as amended, for all employment and reemployment issues not specifically enumerated under Article 15 of this Agreement.

## ARTICLE 16

### ACTING PAY

Section 1. An employee, temporarily appointed to fill a vacancy of a higher rank or classification, shall be paid the wage scale of this rank or classification during the period required to give the examination and provide an eligibility list for the rank or classification. Temporary appointments shall be made as follows:

- A. Temporary appointment to the positions of Sergeant, Lieutenant, Captain, Battalion Chief, Training Chief, Fire Marshal and Assistant Chief shall be made after ten (10) business days.
- B. Temporary appointment to the positions of Training Officer, EMS Coordinator and Fire Inspector shall be made after ten (10) business days only if the vacancy is anticipated to be greater than thirty (30) calendar days. If the vacancy persists for thirty (30) calendar days, the temporary appointment to these positions will be made immediately.
- C. These temporary appointments will not conflict with the routine need for Working Out of Class Assignments in the Suppression Division as defined in the SOG and will be filled in accordance with the order specified in Section 4 of this Article.

Section 2. An employee temporarily assigned to a higher rank or classification shall receive an acting rate of pay for that higher rank or classification that provides at least a three percent (3%) increase over the employee's current rate of pay. After every 1,456 hours of acting time, the rate of compensation will increase to the appropriate six (6) month increment, until the employee reaches the top pay for that rank or classification. In 40 hour positions, the pay rates will increase after 1,040 hours of acting time.

Section 3. When an employee is promoted to a rank or classification in which there are accumulated acting hours, those hours will be credited to the employee's rate of

compensation and service time for that rank or classification, including any required performance probationary period pursuant to Article 32, Section I. The temporary appointment of an employee to a higher rank or classification pursuant to this Article lasting longer than thirty (30) continuous calendar days requires that the employee receive a performance evaluation by a direct supervisor.

Section 4. Acting time shall be distributed in the following order:

- A. First, to any employee who was demoted from that rank or classification for any reason other than disciplinary.
- B. Second, according to the current eligibility list for that rank or classification.
- C. Third, according to the departmental seniority list, for position of Sergeant and seniority in rank for positions above Lieutenant.

## ARTICLE 17

### GENERAL

Section 1. The City shall furnish all protective equipment, badges and accessories for employees.

The City shall also furnish one NFPA protective travel case for turnout gear, for a one-time cost of up to Seventy-Five Dollars (\$75.00), which has been approved by the Fire Chief and Safety Committee, provided the employee states that it shall only be used for the intended work-related purpose.

Employees requiring prescription eyeglasses to properly perform their job functions shall be required to wear safety prescription eyeglasses during working hours. Employees shall be entitled to up to \$150.00 every other calendar year for purchase or conversion to such safety eyeglasses.

Employees, requiring the above-mentioned safety eyeglasses, shall submit a paid receipt to the Office of the Chief for approval. Upon approval, all information shall be forwarded to the Finance Department for payment within forty-five (45) days.

The Employer at its expense shall repair or replace as necessary an Employee's eyeglasses, contact lenses, or prescription sunglasses, if such are damaged or broken during the period while responding to or returning from an emergency call, while training, or while performing other assigned duties within the official capacity of the Department and such incident has been documented to the reasonable satisfaction of the Fire Chief or his designee. The replacement cost shall be a maximum of One Hundred Fifty (\$150) Dollars.

Section 2. Separability. This Agreement is subject to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the City, the Union, and the employees in the Bargaining Unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided therefore, such provisions shall be void and inoperative; however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect. In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

Section 3. Legal Obligations.

- A. The Union agrees to refrain from violating Sections 1 and 2 of the PERA. The City agrees that it will not lock out any employee.
- B. The parties agree to negotiate the impact of compliance with the provisions of the Americans with Disabilities Act and Michigan Persons With Disabilities Civil Rights Act.

Section 4. Pay Periods. The pay period for 56-hour employees shall be determined on a 28-day schedule. The Employer shall provide pay days every two weeks. Payments shall be made on Thursday for the period ending the previous Friday. All employees shall be provided with an itemized statement of his earnings and of all deductions made for any purpose. Vacation usage shall not be counted against FLSA calculations. All bargaining unit members are required to participate in the City's direct deposit of payroll program in accordance with established policies and procedures. The City agrees that upon a request by an employee, Fire Administration will mail payroll check information.

Section 5. Residency Requirement.

- A. All members of this bargaining unit shall, as a condition of employment, reside within the geographic boundaries of one of the five following Michigan counties that are within twenty (20) miles of the City's municipal boundaries within six (6) months after the expiration date of any probationary period (including extensions) required of newly-hired members:
  - 1. Macomb
  - 2. St. Clair
  - 3. Lapeer
  - 4. Oakland
  - 5. Wayne
- B. A member may make application to the City Manager for a waiver of the residency requirement; provided, however, that a decision by the City



Manager shall be considered final and not subject to the grievance procedure set forth in Article 9 of the collective bargaining agreement. A member who is in violation of the residency requirement is not eligible to apply for a waiver as a means to cure the violation.

Section 6. Bond. Should the Employer require an employee to give bond, cash bond shall not be compulsory and any premium shall be paid by the Employer.

Section 7. Service Time. Where benefits are earned based on number of months worked (including but not limited to sick time, vacation time, personal leave time, holiday pay, uniform allowance, food allowance), computations of said benefits for a new employee shall be based on the employee's hire date relative to the fifteenth (15<sup>th</sup>) of the month. For example, a new employee hired on or before the 15<sup>th</sup> of the month shall have benefits calculated from the 1<sup>st</sup> of the month. A new employee hired after the 15<sup>th</sup> of the month shall have his benefits calculated from the 1<sup>st</sup> of the following month.

Section 8. EAP and Drug Testing. The City and the Union have cooperatively joined in the development and implementation of an Employee Assistance Program (E.A.P.) to help employees who may develop problems that may render them unemployable. The City will conduct an annual E.A.P. training session for the benefit of employees. The parties have also developed a drug testing and alcohol testing policy adopted by the Department which is hereby adopted in this Agreement by reference.

Section 9. Disability Conversion. Fifty-six (56) hour employees disabled off-duty shall after thirty (30) days of light duty convert to a forty (40) hour schedule for the purpose of accruing and utilizing all sources of benefits provided by this Agreement. Fifty-six (56) hour employees disabled on-duty shall realize no loss in wages and benefits subject to qualification under the Workers' Compensation Act.

Section 10. Basic EMT and Paramedic Licenses. Basic EMT and paramedic licenses must be maintained as a condition of employment for all fire suppression positions. All Training Division personnel must also maintain a paramedic license as a condition of employment.

The City shall further provide classes necessary for employees to maintain the licenses required under this section. If either the employee's EMT or paramedic license lapses or expires due to no fault of the employee, the City shall provide classes needed for the employee to qualify for the required license. It is understood that a license may expire, at no fault of the employee, when:

1. An employee suffers from long term injuries;
2. Extenuating family circumstances prohibits an employee from attending certification classes; and
3. An employee is involved in special assignments that prohibit him or her from attending certification classes.

Section 11. The City will consent to employees taking loans from funds on account with the IRC 457 Plan provided the plan administrator Nationwide Retirement Solutions or Mass Mutual is solely responsible for all loan processing and paperwork and the loan repayments are handled through a regular payroll deduction.

Section 12. Flexible Spending Accounts. All employees shall be eligible to participate in the City's Flexible Spending Account, in accordance with Federal law. Reimbursement to employees shall be made on a monthly basis for all participants.

Section 13. Limited Duties. The Standard Operating Guideline, Administrative Order, Limited Duties is incorporated into this agreement by reference.

## ARTICLE 18

### WAIVER

The parties acknowledge that during the negotiations, which resulted in this 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 the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the City 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 or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

## ARTICLE 19

### OCCUPATIONAL INJURIES AND ILLNESS

Section 1. Injuries and Illness. All injuries and illness arising out of and in the course of employment including injury or damage to heart or lungs, or other contagious and communicable diseases, shall be compensated.

Any employee, who is not able to resume his defined duties within one (1) year or less after the beginning of their disability, shall initially be presumed to be permanently disabled from those defined duties. At that time, a determination will be made by the City that:

- A. The employee "is" or "is not" disabled to the point where they are unable to perform their defined duties as an employee of the Sterling Heights Fire Department.

- B. That there "is" or "is not" sufficient medical evidence to conclude that the employee's injury or illness arose out of or in the course of their employment in the Sterling Heights Fire Department.
- C. The employee "is" or "is not" fit for other gainful employment in the United States job market generally.

Any Fire Fighter seeking Article 19 benefits shall be required to submit a completed request form (Appendix C) and must abide with Section C of General Procedures #11.

Disputes shall be resolved as provided for in Section 4 below.

Section 2. Length of Compensation.

- A. Employees who are found, by agreement of the parties, or by the Medical Review Board: 1) to be disabled to a point where they are unable to perform their defined duties as an employee of the Sterling Heights Fire Department; 2) to be unfit for other gainful employment in the United States job market generally; and with 3) sufficient medical evidence to conclude that the employee's injury or illness causing the above disability arose out of or in the course of employment in the Sterling Heights Fire Department, shall be entitled to compensation as described in Section 3 as follows:

Years of Employment Length of Compensation Due

0 to 5 years	Pay and benefits to 10 years after date of employment (e.g., an employee of four years would be entitled to 6 years compensation - 10 years total),
5 to 10 years	Service time seniority (e.g., an employee with 6 years seniority would be entitled to 6 years, Article 19 coverage).
10 to retirement	Article 19 benefits until 25 years of service upon which the City will place the affected employee on regular retirement pension.

- B. Employees who are found by agreement of the parties or by the Medical Review Board: 1) to be disabled to the point where they are unable to perform their defined duties as an employee of the Sterling Heights Fire Department; 2) but who are found to be fit for other gainful employment in the United States job market generally, and with 3) sufficient medical evidence to conclude that the employee's injury or illness causing the above disability arose out of or in the course of employment in the Sterling Heights Fire Department, shall have the option of either:

OPTION 1. Pay and benefits as described in Section 3 for a

period of two (2) years from the date of such finding, and in addition, to an amount not to exceed \$20,000 to be utilized in that same two-year period for purposes of retraining themselves for other employment. Election of this option shall be made within sixty (60) days after the finding and decision of the Medical Review Board. This sixty (60) day decision period shall not extend the two (2) year total pay and benefits limit set forth above. The employee's decision hereon, once made, is irrevocable.

or

OPTION 2. Retrain for other employment within the Sterling Heights Fire Department, suitable with their injured condition, for which they are to receive full pay and benefits for the position for which they were employed on the date of their injury. Employees electing this option, shall not be promotable to line positions but are, however, allowed to test through the promotional system for other jobs for which they are capable (e.g., inspector, etc.). The duration of any employment shall be as follows:

Years of Employment    Length of Compensation Due

0 to 5 years	Pay and benefits to 10 years after date of employment; (e.g., an employee of 4 years would be entitled to 6 years compensation - 10 years total.)
5 to 10 years	Service time seniority (e.g., an employee with 6 years seniority would be entitled to 6 years Article 19 coverage.
10 to retirement	Article 19 benefits until 25 years of service upon which the City will place the affected employee on regular retirement pension.

Employees electing Option 2 cannot, at a later date, avail themselves of Option 1.

- C. Findings by the Medical Review Board, that the employee is not disabled to the point where they are unable to perform their defined duties as an employee in the Sterling Heights Fire Department, or that there is not sufficient medical evidence to conclude that the employee's injury or illness arose out of or in the course of employment in the Sterling Heights Fire Department, shall negate all Article 19 liability of the City.
- D. The City shall have the option to buy any employee's military time (at City expense), for the purpose of achieving 25 years of service and conversion to a regular service retirement.

- E. Employees receiving Article 19 benefits shall be subject to periodic medical examinations, relative to the specific injury or illness to determine their present condition. Costs of these examinations shall be borne by the City. Disputes shall be resolved as provided for in Section 4 below.
- F. Employees with greater than twenty-five (25) years service seniority who are injured on the job and who are found either by agreement of the parties, or by the Medical Review Board: 1) to be temporarily or permanently unfit for their defined duties as an employee of the Sterling Heights Fire Department; 2) that such injuries arose out of or in the course of employment in the Sterling Heights Fire Department, shall be entitled to one (1) year full pay and benefits from the date of injury. After such time, if said employee has not recovered sufficiently to perform their defined duties, the City will place the effected employee on a regular retirement pension.

Section 3. Amount of Compensation. Pay and benefits for Article 19 recipients shall be based on the current pay for the position the employee held when they became injured or ill. All Article 19 pay and benefits shall be coordinated, i.e., the City shall be obligated to pay only the difference in compensation to which the employee is entitled hereunder, and any income attributable to the disability which would not have otherwise been earned.

Article 19, Section 2A employees, i.e., those employees found to be unfit for gainful employment generally, shall receive pay and benefits for the following: base pay, insurance benefits, and longevity pay equal to that for the position they held when they became injured or ill. Said employees shall be allowed to accrue maximum banks for the following benefits: sick days, personal days and vacation days. After such accumulation, no further benefits thereon shall be earned or accrued. Pay and benefits for said individuals shall not include: holiday pay, uniform allowance, food allowance, educational assistance, safety glasses, or other such leave such as jury duty and/or funeral leave.

Article 19, Section 2B employees, i.e., those employees found to be disabled to the point where they are unable to perform their duties as an employee of the Sterling Heights Fire Department, but who are found to be fit for other gainful employment, shall be entitled to full pay and benefits equal to the position they held when they became injured or ill. Said Article 19 pay and benefits are predicated upon continued work and employment for which said employee has been retrained and assigned per Section 5 of the Article.

Article 19, Section 2B employees who elect Option 1, shall be entitled pay and benefits: base pay, insurance benefits, and longevity pay. Said employee shall also be allowed to accrue maximum banks for the following benefits: sick days, personal days, and vacation days. After such accumulation, no further benefits thereon shall be earned or accrued. Pay and benefits for this individual shall not include: holiday pay, uniform allowance, food allowance, educational assistance, safety glasses, or other such leave such as jury duty and/or funeral leave.

Until such time as a decision is made as to an employee's disability hereunder, either

by agreement of the parties or by the Medical Review Board, said employee shall receive full pay and benefits.

Section 4. Medical Review Board. Disputes as to whether an employee is disabled to a point where they are unable to perform their defined duties as an employee of the Sterling Heights Fire Department, or as to whether an injury or illness arose out of and in the course of employment in the Sterling Heights Fire Department for purposes of Article 19 benefits, or whether the employee is fit for employment in the United States job market generally, shall be resolved by a Medical Review Board. The Medical Review Board shall be composed of three (3) medical experts and/or specialists in the field related to the injury or illness in question. One member of the Board shall be selected by the City. One member of the Board shall be selected by the Union. The third member of the Board and the chairperson thereof, shall be selected on a joint basis by the City and the Union. If the City and the Union cannot agree to the joint expert/specialist, that selection shall be made by the respective board members as selected by each party.

The Board shall make a finding as to whether or not the employee injury or illness in question "arose out of and in the course of employment" in the Sterling Heights Fire Department. In making this finding, the Board shall not be bound by Michigan Worker's Compensation or Pension Board decisions on the subject matter, but rather, is to be guided by their medical expertise and the evidence. The Board's findings shall be stated as follows:

1. The employee "is" or "is not" disabled to the point where they are unable to perform their defined duties as an employee of the Sterling Heights Fire Department.
2. That there "is" or "is not" sufficient medical evidence to conclude that the employee's injury or illness arose out of or in the course of employment in the Sterling Heights Fire Department.

Findings by the Board that the employee is not disabled to the point where they are unable to perform their defined duties as an employee in the Sterling Heights Fire Department, or, that there is not sufficient medical evidence to conclude that the employee's injury or illness arose out of or in the course of employment in the Sterling Heights Fire Department, shall negate all Article 19 liability of the City.

The Medical Review Board shall also make a determination as to the employee's fitness for employment in the job market generally. The Board shall make a finding that either:

1. The employee "is" or "is not" fit for gainful employment in the United States job market generally.

The decision of the majority of the members of the Medical Review Board shall be the decision of the Board. The decision thereon need not be unanimous.

The determination of the Medical Review Board is final and binding on the City, Union, and employee as to the award of Article 19 benefits, and shall not be subject to the grievance procedure, arbitration or further litigation.

The determination of the Board, however, shall have no bearing on employee rights to Worker's Compensation benefits, or pension benefits, and shall not be used in any such proceedings.

The cost and expense of the Medical Review Board shall be shared equally by the City and the Union.

Section 5. Rehabilitation and Retraining. Article 19 recipients found to be disabled to the point where they are unable to perform their defined duties as an employee of the Sterling Heights Fire Department, and for whom there is sufficient medical evidence to conclude that their injury or illness arose out of or in the course of employment in the Sterling Heights Fire Department, either by agreement of the parties, or by the Medical Review Board in cases of dispute, who elect Section 2 - Option 2 above shall be required to avail themselves to rehabilitation and retraining programs aimed at retraining them for other gainful employment in the Sterling Heights Fire Department, or in the City employ generally. The cost of said rehabilitation and/or retraining will be borne by the City. The City shall determine the area of need for retraining and is not obligated to create new positions or vacancies.

By way of example only, and not for purposes of limitation, Section 2 - Option 2 employees shall be retrained for positions in the Sterling Heights Fire Department such as: supply/equipment person, computer operator, fire department/public education person, house cook, etc.

The City shall be afforded the greatest flexibility possible in determining placement of Section 2 - Option 2 Article 19 recipients. Placement decisions made by the City shall be grievable or arbitrable only in cases of clear abuse and/or harassment. Reasonable placement and/or replacement decisions shall be overturned only upon a finding of clear abuse or harassment. Such employees, however, shall always be allowed, in cases of dispute, to a decision by the Medical Review Board as to their medical suitability for such job placements. The Board's decision thereon shall be final and binding upon the parties. It shall not be the subject of grievance procedures and/or arbitration or further litigation.

Section 2. Option 1 employees shall submit paid receipts to the City for reimbursement for retraining activities undertaken. Only actual out-lays of funds for said purposes will be reimbursed. At the end of that two-year period, the liability of the City of Sterling Heights for Article 19 benefits to said employee for that occurrence shall forever cease. The City shall make reasonable attempts at finding employment for the retrained Article 19 recipient, both within the City employ as well as outside of it.

The findings of the Medical Review Board, and the actions of the City and the employee as to rehabilitation and retraining shall in no way bar said employee from other or

additional Worker's Compensation, Social Security, or other disability pension, or other non-Article 19 benefits possibly due.

Section 6. Subrogation. Where the injury or occupational disease for which compensation is payable under the provision of the contract was caused under circumstances creating a legal liability in some person other than a natural person in the same employ or the employer to pay damages in respect thereof, the acceptance of benefits or the taking of proceedings to enforce payments shall not act as an election of remedies, but such injured employee or his dependents or their personal representative may also proceed to enforce the liability of such third party for damages in accordance with the provisions of this section. If the injured employee or his dependents or personal representative does not commence such action within one (1) year after the occurrence of the personal injury or occupational disease, then the employer or its Worker's Compensation insurance carrier or other insurance carrier may, within the period of time for the commencement of actions prescribed by statute, enforce the liability of such other person in the name of that person. Not less than thirty (30) days before the commencement of suit by any party under this section, such party shall notify, by registered mail at their last known address, the injured employee or, in the event of his death, his known dependents or personal representative or his known next of kin and his employer. Any party in interest shall have a right to join in said suit.

Prior to the entry of judgment, either the Employer or his insurance carrier or the employee or his personal representative may settle their claims as their interest shall appear and may execute releases therefore.

Such settlement and release by the employee shall not be a bar to action by the employer or its compensation insurance carrier to proceed against said third party for any interest or claim it might have.

In the event the injured employee or his dependents or personal representative shall settle their claim for injury or death, or commence proceeding thereon against the third party before the payment of benefits, such recovery or commencement of proceedings shall not act as an election of remedies and any monies so recovered shall be applied as herein provided.

In an action to enforce the liability of a third party, the plaintiff may recover any amount which the employee or his dependents or personal representative would be entitled to recover in an action in tort. Any recovery against the third party for damages resulting from personal injuries or death only, after deducting expenses of recovery, shall first reimburse the employer or its insurance carrier for any amounts paid or payable under the provisions of this Article to the date of recovery and the balance shall be forthwith paid to the employee or his dependents or his personal representative and shall be treated as an advance payment by the employer on account of any future payment of benefits.

Expenses of recovery shall be the reasonable expenditures, including attorney fees, incurred in effecting such recovery. Attorney fees, unless otherwise agreed upon, shall be divided among the attorneys for the plaintiff as directed by the Court. The expenses of



recovery above-mentioned shall be apportioned by the Court between the parties as their interests appear at the time of said recovery.

Section 7. General Disclaimer Clause. Decisions made by the City, the Union and/or the Medical Review Board as to Article 19 benefits shall not be used for purposes of past practice, or any precedent in any context other than Article 19 itself.

ARTICLE 20

VACATION

Section 1. General Provisions:

- A. Vacation days can only be accumulated in the amount not to exceed double the number of vacation days provided in the schedule.

Example: Employee, after completing five (5) years of service, earns fourteen (14) days. He may accumulate fourteen (14) days from 2019 and fourteen (14) days from 2020. For 2021, he will earn an additional fourteen (14) days and must use fourteen (14) or more days during that vacation period.

- B. Upon termination of employment, an employee or his estate will be paid for all vacation days which have accumulated to his credit, plus a prorated amount for the current year.
- C. Vacation picks may be changed through the year if the change does not constitute having more than the designated number of employees off at one time because of the change.

Section 2. Fifty-Six (56) Hour Positions. All regular full-time employees shall be entitled to vacation time with pay under the following schedules:

- A. Each employee after completing the first year of service shall be entitled to seven (7) working days (168 hours) vacation. Further, employees shall receive working days as follows:

2 years of service -	9 working days
3 years of service -	11 working days
4 years of service -	13 working days
5 years of service -	14 working days
10 years of service -	15 working days
15 years of service or more -	16 working days

- B. Designation of vacation will be based upon department seniority. Vacation picks among employees with the same amount of seniority shall

be determined by the seniority list. Vacation picks among employees with the same amount of seniority in the same classification will be determined by the seniority list.

- C. Vacation schedules will be worked out in advance as far as possible.
1. Beginning December 1, each employee shall indicate on a yearly calendar his vacation request within two (2) calendar days from the time of notification to choose his vacation period. Vacation schedules will be completed by February 1.
  2. Upon completion of picks, the vacation schedule will be considered closed.

Section 3. Forty (40) Hour Positions. After each year of completed service with the City, the employees shall receive the following vacation:

- 0 - 10 years of service - 21 days (168 hours)
- 11 - 14 years of service - 22 days (176 hours)
- 15 - 19 years of service - 23 days (184 hours)
- 20 years and over - 25 days (200 hours)

Vacation time shall be credited to the employees on their anniversary date.

Fifty-six (56) hour employees who transfer to forty (40) hour positions are eligible to carry over up to a maximum of allowable accumulation based on appropriate years of service. At the time of transfer, the employee's accrued vacation bank will be computed by dividing the number of hours by fifty-six (56) and then multiplying by forty (40). Any hours in excess of the new 40-hour accrual limit will be paid at the pre-promotional rate converted to a 40-hour equivalent, at the end of the probationary period. As an example, an employee with ten (10) 24-hour days of accrued, unused vacation shall have that vacation time computed as follows:

$$(240 \text{ hours} \div 56) \times 40 = 171 \text{ hours}$$

If the employee is transferred from forty (40) hours to fifty-six (56) hours, the calculation shall be reversed:

$$(\# \text{ of hours} \times 56) \div 40 = \text{converted hours}$$

Accrued, unused personal leave and sick leave shall be converted according to the same formula as vacation.

Accumulated vacation hours above the allowable maximum may be taken prior to the transfer or will be "bought back" by the City.

Vacation days for the 40-hour positions can only be accumulated in the amount not to exceed double the number of vacation days provided in the schedule by their anniversary date. The “buy back” provision of this section for hours above the allowable accumulation relates only to employees transferring from 56 hour duty. Forty (40) hour employees who exceed the allowable accumulation on their anniversary date will lose such excess.

Employees assigned to 40 hour positions may use vacation on a “one day basis” if approved in advance by the Fire Chief or his designee.

## ARTICLE 21

### NON-DUTY DISABILITY - SICK LEAVE

Section 1. At no cost to a full-time regular employee, the Employer will provide disability coverage as outlined per the attached Appendix B or equivalent-comparable coverage. Terms and conditions of the insurance policies are herein included by references, and the Employer makes and presents no assurances beyond those terms and conditions:

- A. During the first six (6) months of a non-duty connected disability, the Employer will continue to provide all fringe benefits with the exception of sick leave, vacation leave, and personal leave, which will be earned only during the first month on the non-duty connected disability.
- B. If an employee is unable to return to work after six (6) months from the date of the non-duty connected disability, the Employer shall cease payment for the fringe benefits outlined in the paragraph above. At the employee’s option, the employee will be allowed to remain in the group insurance plan for eighteen (18) additional months, provided the employee pays the Employer all premiums by the 15<sup>th</sup> of each month. This reimbursement shall cease after eighteen (18) months (a total of twenty-four (24) months from the date of disability).
- C. An employee who is unable to return to work after two (2) years from the date of the non-duty connected disability, shall cease to be a seniority employee. Upon the loss of seniority, all remaining compensable leave shall be paid to the employee based upon the appropriate hourly rate the employee was earning at the time of disability. Accumulated vacation and personal time will be compensated at one hundred (100%) percent. Accumulated unused sick leave will be compensated at seventy five (75%) percent.

Section 2. All probationary or permanent employees will earn (accrue) sick leave at the rate of 20 hours for 56 hour employees and 8.333 hours for 40 hour employees for each full month paid status of employment. For employees hired from the 1<sup>st</sup> to the 15<sup>th</sup>

of the month, their sick leave base date will be the 1<sup>st</sup> of that month and if hired from the 16<sup>th</sup> through the last of the month, the base date will be the 1<sup>st</sup> of the next month. Maximum sick leave earned per year shall be 240 hours for 56 hour employees and 100 hours for 40 hours employees.

Section 3. As of the last day of the first bi-weekly pay period in June of each year, all 56 hour employees having an excess of ten (10) days (24 hour days) in their sick bank, will receive compensation computed on the basis of seventy-five (75%) percent of their hourly rate as of June 30, of that same year, for all sick leave in excess of ten (10) days. The sick bank will be reduced to ten (10) days. Appropriate payment will be made by June 30<sup>th</sup> of the same year.

Section 4. As of the last day of the first bi-weekly pay period in June of each year, all 40 hours employees having an excess of twenty-four (24) days (10 hour days) in their sick bank will receive compensation computed on the basis of seventy-five (75%) percent of their hourly rate as of June 30<sup>th</sup> of that same year, for all sick leave in excess of the twenty-four (24) days. The sick bank will be reduced to twenty-four (24) days. Appropriate payment will be made by June 30<sup>th</sup> of the same year.

Section 5. Employees who work both fifty-six (56) hour and forty (40) hour positions during the year will receive their annual sick leave buy-out in the same proportions as earned.

Section 6.

- A. Employees may convert two (2) sick days to personal days from their sick leave bank before the calculation and buy back of excess sick leave days. These days are available for use up until the last day of the first bi-weekly pay period ending in June of the following year.
- B. The remaining excess sick days will be bought back as in Sections 3 and 4 above.

Section 7. Accumulated sick leave shall be available for use by employees in the Bargaining Unit for the following purposes:

- A. Personal illness or incapacity over which the employee has no reasonable control.
- B. Absence from work because of exposure to a contagious disease which, according to public health standards, would constitute a danger to health of others by the employee's attendance at work.
- C. To act as a responsible caregiver for a member of the employee's immediate family.

- D. Employees may use sick time for periods of twenty-four (24) hours or less with proper notification to the Battalion Chief. Employees who choose to use sick time for doctor's appointments must submit a doctor's note upon return to work. A minimum of three (3) hours of sick time must be used if overtime is required to back fill the position.

Section 8. Fifty-six (56) hour employees off sick shall be required to bring in a doctor's slip if off sick for two (2) or more scheduled work days in succession; forty (40) hour employees off sick shall be required to bring in a doctor's slip if off sick for three (3) or more scheduled work days in succession. A physician's excuse for absence from work shall be required from any employee who has incurred in excess of seven (7) occurrences within the fiscal year. An occurrence is defined as twelve (12) hours or more. Exceptions shall be those absences resulting in a disability claim, and scheduled surgery. The City may require an examination of any employee off sick for two or more work days, upon return, by a doctor of the City's choice on city time and expense.

Section 9. For employees working a forty (40) hour work week, use of sick leave during a period that includes a scheduled holiday will be paid for the holiday. The employee cannot be paid for both on the same day, nor will the employee be charged for a day of sick leave.

Section 10. In case of death, the employee's estate will be paid one hundred (100%) percent of the accumulated unused sick leave. Upon an employee's retirement, or resignation, the City will pay seventy five (75%) percent of his accumulated unused sick leave. In the event of discharge for just cause, the employee forfeits all accumulated unused sick leave.

Section 11. In case of non-duty injury or illness, to meet the minimum qualifying period, employees can use their vacation time, if needed, after all sick time and benefits are exhausted.

Section 12. Conversions of sick leave shall be made according to the formula in Article 20, Section 3, for 56-hour employees who transfer to 40-hour positions, or vice versa.

## ARTICLE 22

### OTHER LEAVE

Section 1. Jury Duty. Any employee required to serve on jury duty will suffer no loss of pay but will be paid the difference between jury pay and his regular pay. Employees selected for jury duty will not be required to work the night (2000 hours) before he or she is to be appear at Court. An employee required to make a duty-connected Court appearance on off-duty days shall be paid at the rate of one and one-half (1-1/2) times regular rate with a two (2) hour minimum. If duty connected Court appearance is required outside the City limits, the employee will be eligible to receive mileage reimbursement based upon the standard set by the Internal Revenue Service.

The appropriate mileage form must be completed by the employee.

Section 2. Funeral Leave:

- A. Starting with the first work day following the date of death, a 56-hour employee will receive paid funeral leave of three (3) consecutive work days (72 hours) and a 40-hour employee will receive paid funeral leave of 40 consecutive hours for the death of a spouse, son, daughter, mother, father, step-father, step-mother, mother-in-law, father-in-law, step-son, step-daughter and any dependent member of the employee's family residing in the employee's household.
- B. Starting with the first work day following the date of death, a 56-hour employee will receive paid funeral leave of two consecutive (2) work days (48 hours) and a 40-hour employee will receive paid funeral leave of 30 consecutive hours for the death of a brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, grandchildren, grandparents, and spouse's grandparents. If the decedent under Section 2 B. permanently resided with the employee at the time of death, Funeral Leave will be determined under Section 2. A.
- C. The paid funeral leave period provided under Section 2 A. and 2 B. will be extended one (1) additional consecutive work day if there is a funeral or memorial service scheduled more than 250 miles from Metropolitan Detroit and the employee attends.
- D. At the employee's option, one (1) of the funeral leave days provided to a 56-hour employee and 10 of the funeral leave hours provided to a 40-hour employee under Sections 2 A. or 2 B. may be deferred and used to attend a funeral or memorial service that is scheduled after expiration of the funeral leave period provided.
- E. For purposes of determining Funeral Leave for 40-hour employees, a Saturday or Sunday falling within the funeral leave period will not count as a work day unless an employee's normal work week includes a Saturday and/or Sunday. A holiday falling within the funeral leave period does not extend the funeral leave and holiday pay is in lieu of paid funeral leave.

Section 3. Personal Leave. Employees accumulate four (4) hours personal leave per month which may be used for any reason. As of the pay period ending date for the last day of the first bi-weekly pay period in June of each year, the City will pay to employees by June 30<sup>th</sup>, personal leave time accumulated above a "bank" of ninety-six (96) hours.

- A. In cases where personal leave time is used for emergencies if time in excess of banked personal leave time is needed, additional time will be deducted from employee's sick leave time.

The use of personal leave time is subject to approval, in advance, by the Chief or his designee, pursuant to departmental procedures.

It is understood between parties to this contract that employees who request personal leave which requires the hiring of overtime to effectuate the request must take personal leave at a three (3) hour minimum and may not cancel his request for personal leave. However, personal leave may be canceled if the request does not require the use of overtime.

In the case of death, retirement, or resignation, the employee or his estate will be paid one hundred (100%) percent of the unused accumulated personal leave time.

Conversion of personal leave shall be made according to the formula in Article 20, Section 3, for 56-hour employees who transfer to 40-hour positions, or vice versa.

Section 4. Leave of Absence. The City, in its sole discretion, and upon such terms it deems just, may grant an employee a leave of absence, for a period not to exceed one year. Any leave granted under this provision shall be without pay and without benefits, and the employee shall not accumulate seniority upon such leave.

Section 5. Holidays. All employees under this Agreement will be eligible to receive holiday pay under the following regulations:

- A. Fifty-Six (56) Hour Employees. Fifty-six (56) hour employees will be paid their current rate based on a normal twenty-four (24) hour day for ten (10) days (240 hours) in lieu of time off for holidays. Holiday payments shall be made in two (2) equal installments (120 hours each) on the first pay period in April and October. Each installment covers the previous six (6) month period. Prorated payment for newly hired employees and employees transferring to "40 hour positions" will be calculated on the basis of 20-hour holiday pay earned per month. New employees hired on or before the 15<sup>th</sup> of the month shall earn holiday pay from the 1<sup>st</sup> of the month. Employees hired after the 15<sup>th</sup> of the month shall begin earning holiday pay the 1<sup>st</sup> day of the following month. A fully completed month is achieved if the employee works through the 16<sup>th</sup> of the month.
- B. Forty (40) Hour Employees. Forty (40) hour employees will be paid their current rate of pay based upon a normal eight (8) hour day for the City's thirteen (13) designated holidays as listed below. Employees in this category who are specifically required by the Fire Chief to work any of the designated holidays will be compensated at the rate of one and one-half (1.5) times the hourly pay plus the holiday pay.

1. Paid holidays are designated as:

New Year's Day	Veterans Day
Martin Luther King, Jr. Day	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	December 24 <sup>th</sup>
Fourth of July	Christmas Day
Labor Day	December 31st
Floating Holiday	
2. An employee using sick leave during a period that includes a scheduled holiday will be paid for the holiday.
3. The employee must work or be on paid leave the day before a holiday and the succeeding work day after a holiday in order to receive the holiday pay.
4. Should a full paid holiday fall on Saturday, then the Friday preceding that day will be taken as the paid holiday; and if the full paid holiday falls on a Sunday, then the Monday following shall be taken as a paid holiday.
5. Holidays designated in this section that fall within an employee's vacation period will not be considered as part of a vacation and shall be taken by extending the vacation period one (1) day for each such holiday or credited an additional day at the discretion of the Fire Chief or his designee.

## ARTICLE 23

### SALARY AND WAGES

The pay ranges and steps in Appendix A will apply to classifications as indicated. Advancement to the next step in the range assigned to the class (if steps are left) will be at increments of six (6) months. Appendix A reflects the following increases in salary wages during the term of this Agreement:

- A. A two percent (2%) increase effective July 1, 2022;
- B. A two and one-half percent (2.5%) increase effective July 1, 2023;
- C. A three percent (3%) increase effective July 1, 2024.

Newly promoted employees will start at the first step shown in the range for the class, which provides them with a minimum three (3%) percent pay increase.



Employees hired after July 1, 2022 will start at the Start Step salary provided for in the wage scale included as Appendix A, provided the starting wage will be adjusted for prior full-time experience with an IAFF municipal fire department, only, to a maximum of four (4) full years in accordance with the following schedule:

<u>No. of Full Years' Prior Experience</u>	<u>Step Increase from Start Step</u>
1 Year	1 Step
2 Years	2 Steps
3 Years	3 Steps
4 Years	4 Steps

A Step Increase provided for under this Article does not affect a new employee's seniority as determined in accordance with Article 7.

## ARTICLE 24

### OVERTIME/COMPENSATORY TIME

#### Section 1. Overtime/Compensatory Payment:

For purposes of this Agreement, overtime shall be paid at the rate of one and one-half (1-1/2) times the employee's prevailing hourly rate which shall be deemed to be his two-week salary divided by 112 as follows:

- A. For all work in excess of his regularly scheduled work day (24 consecutive hours) and in accordance with the Fair Labor Standards Act, if applicable.
- B. "Scheduled overtime" shall be hours where the employees know in advance that overtime must be worked. A minimum of one and one-half (1-1/2) times will be paid at overtime rates for scheduled overtime. This provision applies for both forty (40) and fifty-six (56) hour positions.
- C. Should Fire personnel be held over past the end of his or her normal shift, for the purpose of receiving treatment for an injury received during his or her normal shift, the City shall pay overtime from the end of the shift until the personnel is returned to his or her assigned station with transportation provided, or until the attending doctor decides treatment of the injury would require hospitalization, with a maximum of three (3) hours.
- D. Overtime payments shall be made within thirty (30) days of the date on which it is earned.

#### Section 2. Compensatory Time/Training:

Forty (40) hour employees can accumulate separate compensatory time for instances such

as attending training when the pay week cannot be adjusted to accommodate the extra hours. This bank of compensatory time must be used for time off and will not be paid out except in instances of retirement or other separations from service. The time will be earned at the rate of one and one-half (1-1/2) times per hour. The maximum hours that this bank can hold is fifty (50) hours. In order to keep these hours reduced, the Fire Chief can require the use of these hours before the use of vacation time.

Section 3. Overtime Distribution:

A. Overtime work, except as provided in Section 1, subsection (C) above, shall be distributed to employees working with the same job classification or rank. The City will make an earnest effort to equalize overtime hours among employees within a reasonable period of time; provided, however, that an employee working in a 56-hour position and participating in, but not contributing to, the Sterling Heights Police/Fire Act 345 Pension System under Article 31 shall be moved to the bottom of the Departmental seniority list for overtime.

B. New employees will not acquire overtime hours as indicated above until after six (6) months have elapsed from their date of hire.

Upon completion of six (6) months, they will be credited with the highest number of overtime hours listed in the records by any one person in his classification.

C. A record of the overtime hours worked by each employee shall be kept by the City, or its designee, and emailed to all employees on a monthly basis.

Section 4. Forty Hour Positions. Overtime will be paid at one and one-half (1-1/2) times for all hours worked in excess of forty (40) hours per week based on a bi-weekly pay divided by eighty (80) hours. At the employee's option, the equivalent in hours may be accumulated into a compensatory time bank which may be used for personal business. The employee is to designate his choice of compensatory time or pay at the time the overtime is earned. Compensatory time may be taken by the employee subject to advance approval from the Employer.

The unused accumulated compensatory time shall be computed by the City as of the last day of the first bi-weekly pay period in June and paid by June 30th. All unused accumulated compensatory time will be paid to the employee or his estate upon termination or death of the employee.

Section 5. Fire Prevention - On Call:

A. The City shall designate an Inspector from the Fire Prevention Division to be on call during off duty hours and weekends. The assignment will be made on a weekly rotational basis and the assigned employee shall make

himself or herself available to the City for whatever needs the Department determines.

- B. Compensation will be provided to the assigned employee in the form of ten (10) hours straight time per week. This is predicated on the employee's availability throughout the assigned week (i.e., if they are available for six (6) days then the employee is unavailable the seventh (7th) day, the employee forfeits the ten (10) hours regardless of the hours completed in the "on-call" status that week). Those weeks where a holiday falls, employees shall be entitled to five (5) additional hours per recognized holiday. Call-in less than one-half (1/2) hour before the start of the shift shall be considered scheduled overtime.
- C. The employee assigned to the on-call duty shall be provided a city vehicle to take home for the convenience of the Department in the performance of these on-call duties. Vehicle assignment to all other employees in the Division shall be at the discretion of the City. Should the City revoke the privilege to an Inspector currently utilizing a city vehicle for take home purposes, that employee shall be given a sixty (60) day advance notice.
- D. The City and the Union agree to enter into negotiations for the sharing of services with other full-time career departments for the purposes of developing an on-call system based on the current Sterling Heights Fire Department on-call program.

Should the City determine to expand the on-call program to other full-time, career, departments, the City and the Union will enter into negotiations with those municipalities.

## ARTICLE 25

### INSURANCE

#### Section 1. Medical Insurance

- A. The basic medical and hospitalization coverage plan for members as of January 1, 2023 shall be Simply Blue 2000 High Deductible Plan, with a prescription drug benefit plan, and annual health savings account (HSA) contributions by the City of \$2,400 (two-person or family) and \$1,200 (single person). Appendix F titled "Simply Blue 2000 Benefits at a Glance High Deductible Plan" is a summary of covered services, including deductibles, co-pays, and co-pay dollar maximums.

There shall be one open enrollment period for medical insurance conducted annually in November for the plan year starting the following January 1<sup>st</sup>.

Effective for the fiscal year beginning July 1, 2022, in addition to the HSA contributions for medical and prescription drugs listed above, the City will match member contributions to the HSA on a dollar for dollar basis up to a maximum matching contribution of \$600 per year for employees with single coverage and up to a maximum matching contribution of \$800 per year for employees with two-person or family coverage. The City's matching contribution will be for non-medical and non-prescription drugs costs.

The maximum City cost for the provision of the basic medical and hospitalization coverage plan, prescription drug benefit, and Health Savings Account employer funding is the Hard Cap from Public Act 152. The City will use the BCBS blended illustrative rate (and not adjusted by the City) and the City's Health Savings Account Contributions for medical and prescription drugs for the PA 152 hard cap calculation. Employees are financially responsible for any costs in excess of the Hard Cap from Public Act 152, which will be payable through payroll deduction. The Hard Cap Limit on the amount a public employer can contribute to a medical benefit plan shall be applied effective January 1<sup>st</sup> for purposes of determining the amount, if any, that members owe for the health insurance selected for the plan year. Any deductions for premium sharing made by employees shall be on a pre-tax basis in accordance with Internal Revenue regulations.

Should the State mandated hard cap rates be adjusted during any year, then the employee premium sharing shall also be adjusted accordingly. Premium sharing under P.A. 152 will not apply for retirees receiving medical from the Employer.

Since the Employer is self-insured with Blue Cross/Blue Shield of Michigan, the unadjusted blended illustrated rates quoted in the BC/BS annual rate renewal package shall be used for purposes of determining the cost of the medical benefit plan. Dental rates and vision rates will not be added to the illustrative rates for determining employee premium sharing for purposes of P.A. 152.

The City has the right to offer cost savings health coverage options on a voluntary basis to the Union.

In the event a carrier eliminates one of the health care plan(s) set forth in this Article above or a plan(s) will be subject to the Cadillac Tax under the Affordable Care Act or other similar state or federal law or regulation (hereafter collectively "the Cadillac Tax"), the Employer will give notice to the Union for the purpose of reviewing and discussing options. If the parties are able to reach agreement on an option that avoids the Cadillac Tax, that option shall be implemented. Alternatively, the Union may choose that employees shall pay the Cadillac Tax in order to maintain their current plan(s).

B. The City shall provide a program to coordinate and to eliminate overlapping health care coverage. Each employee or retiree who chooses not to

enroll in the City-sponsored health care plans, and whose spouse or parent provides coverage, will be paid Three Thousand Dollars (\$3,000) each calendar year that the spouse or parent has coverage. The annual allowance amount will be prorated and paid monthly for every month that the employee is eligible. Payments to retirees will be made annually, in December, to each retiree who has not been enrolled in any City-sponsored health care plan, except that payments will be prorated monthly to meet the dates in this plan. Employees are required to show proof of coverage through a spouse's or parents' health care plan that includes the employee and their dependents before being eligible to receive the Three Thousand Dollar (\$3,000) annual payment.

Employees, whose spouse's health care plans cease to cover the employee and their dependents, must re-enroll in a City sponsored health care plan. In such cases, the employee shall be allowed to enroll in a City sponsored plan immediately subject to the appropriate insurance carriers' implementation.

C. In no case will married City employees both receive medical coverage. If an employee's spouse works for the Employer or the 41A District Court, the employee will not be eligible for any medical coverage provided by this Agreement, but will instead be provided the health insurance allowance of One Thousand (\$1,000) Dollars. If the employee's spouse elects to take the health insurance allowance, the employee covered under this Agreement may keep the health coverage. All employee/dependents shall be entitled to the dental coverage.

Section 2. Dental Insurance. The City shall provide at no extra cost to each employee the Blue Cross/Blue Shield Dentemax Dental Plan or as nearly equivalent Dental Plan as possible. This coverage includes:

- Class I: Diagnostic services, preventive services, and palliative treatment are covered at 100 percent of reasonable charges.
- Class II: Restorative, endodontic, periodontic services, oral surgery, repairs, adjustments and relining of dentures and bridges and adjunctive services are covered at 100 percent of reasonable charges.
- Class III: Construction and replacement of dentures and bridges are covered at 100 percent of reasonable charges.
- Class IV: Orthodontic services are covered at 50 percent of reasonable charges.

Each member is entitled to maximum benefits of \$1,000 every contract year.

Each member (up to age 19) has a lifetime maximum of \$2,000 available for orthodontic

services.

Out-of-Network coverage to mimic current BC/BS dental benefit coverages (Class I, II, III at 75% and Class IV at 50%).

Section 3. Optical Insurance. The City shall provide at no extra cost to the employee an optical insurance plan to include an annual eye examination and biennial purchase of lenses and frames (or equivalent) to the employee and his or her dependents. The co-pay for eye exams shall be \$5.00 with a \$10.00 co-pay for the purchase of eyewear.

Section 4. Retiree Medical Insurance

- A. An employee covered by this Agreement, and his/her spouse and dependents shall, upon retirement, be provided at no premium cost to the employee the Blue Cross/Blue Shield Simply Blue 2000 High Deductible Medical and Prescription Drug Plan, and annual health savings account (HSA) contributions by the City of \$2,400 (two-person or family) and \$1,200 (single person). Provided the retiree remains enrolled in the Blue Cross/Blue Shield Simply Blue 2000 High Deductible Medical and Prescription Drug Plan, the HSA contributions shall continue in retirement until the retiree is eligible for Medicare, at which time the HSA contributions shall cease. Dependents shall include those as defined by the Administrative Services Agreement with the health care provider.
- B. New employees hired after July 1, 2007 will be required to pay fifty (50%) percent of the illustrative rate for medical coverage when they retire. Such payment will be invoiced by the City for the preceding month. If payment is not made by the 15<sup>th</sup> of the month, coverage shall be canceled effective the 1st of the following month.

Such base coverage will be provided at no premium cost (or at 50% of the illustrative rate for employees hired after July 1, 2007) to the surviving spouse if the surviving spouse pension option is chosen by the retiree. This benefit shall continue to exist for the retiree and/or surviving spouse for as long as they continue to receive retirement benefits under Act 345 (regular or duty-disability retirement).

The City agrees to participate in the Post Employment Health Plan (PEHP) for Collectively Bargained Public Employees in accordance with the terms and conditions of the Plan's Participation Agreement. The parties designate Nationwide Retirement Solutions to act as Plan Administrator for the Plan, or its successors appointed in accordance with the Plan and Trust documents. The Employer agrees to contribute to the Plan on behalf of new employees hired between July 1, 2007 and January 2, 2013.

Effective July 1, 2022, the Employer shall contribute \$3,000 per year for each eligible employee hired between July 1, 2007 and January 2, 2013. The Employer's obligation to contribute to an eligible employee's PEHP account terminates upon the employee's separation from employment with the City.

- C. Once the retired employee and/or spouse becomes eligible for Medicare due to age or disability, they shall apply and pay for all costs to enroll in Medicare. The City shall then be obligated to provide at its expense comparable hospitalization, medical, and prescription drug coverage to supplement Medicare. In the event a retired employee obtains employment from an employer who provides medical coverage, they shall not be covered by the City's medical coverage for the duration of said employment.
- D. In the event that death results to a member in the line of duty by reason of a personal injury or disease occurring as the natural and proximate result of causes arising out of and in the course of the member's employment by the City, the employee's surviving dependents shall have the base coverage as set forth in Section 25.1.A. and 25.2. Spouse ceases to be covered when he/she remarries. Each child ceases to be covered when they reach eighteen (18) years of age. If a dispute shall arise over the cause of death, it shall be resolved by a Medical Review Board in the same manner as Article 19, Section 4.
- E. In the event of the non-duty related death of a vested employee (ten years of pension service), the City shall provide medical and dental benefits to the spouse and dependent children. The benefits will be calculated at 4% per year of service. Example, at 10 years of service the City will pay 40% of the cost of the benefits, at 20 years of service the City would pay 80% of the cost and at 25 years of service the City would cover 100% of the cost.
- F. Employees hired after January 2, 2013 shall, in lieu of retiree medical insurance, receive the amount of \$3,000 per year to be contributed by the City to the current above referenced PEHP plan. The Employer's obligation to contribute to an eligible employee's PEHP account terminates upon the employee's separation from employment with the City.

Section 5. Life Insurance. Life insurance shall be carried for each employee by the City at no cost to the employee. The coverage will be in the face amount of \$50,000 with double indemnity for accidental death. The City shall furnish proof of coverage.

Section 6. Retiree Life Insurance. Members of this Unit who have retired shall be provided \$10,000 worth of Term Life Insurance to be effective until age 70. The premium for said policy shall be paid by the City.

Section 7. Retiree Dental Insurance. The Employer agrees to provide to any employee/dependent, covered by this agreement who retires, the Blue Cross/Blue Shield Dental Plan or dental benefits comparable to those received at the time of retirement, regular or duty disability. An employee hired by the City after December 1, 2015 and his/her dependents are not eligible for retiree dental insurance upon retirement.

## ARTICLE 26

### UNIFORM ALLOWANCE

- A. Effective July 1, 2018, all employees in the bargaining unit shall receive One Thousand Two Hundred Fifty Dollars (\$1,250.00) per annum for clothing and cleaning. The One Thousand Two Hundred Fifty Dollar (\$1,250.00) annual payment shall be paid on a prorated, monthly basis.
- B. New probationary employees will receive one hundred (100%) percent of the uniform allowance at time of hire as an advance on the uniform allowance. Dress uniform will not be required to be purchased until completion of the probationary period. In June the employee will receive a prorated amount for the following year based upon months of employment prior to and including June.
  - 1. For example, a newly hired employee who begins employment on January 1, 2018 would receive the One Thousand Two Hundred Fifty Dollar (\$1,250.00) allowance. The following June 2019, this employee would receive a prorated share of the clothing allowance based upon the number of completed months of service. (Six (6) months = \$625)
  - 2. Should a probationary employee leave the employ of the City for any reason during the initial twelve-month period, said employee must repay the City the uniform allowance for each month the employee is short of the completion of the one (1) year probationary period.

## ARTICLE 27

### LONGEVITY PAY

In addition to the salary set forth in the Article 23, employees shall receive an annual longevity pay based upon latest hire date, as follows:

5 years	\$1,430
10 years	\$1,944
15 years	\$2,457
20 years	\$2,970

Longevity pay shall be due and payable with the first regular payroll check following the completion of five (5) years of service.



Upon the death or retirement, an employee or his/her estate will be paid a prorated amount of his longevity. Longevity will be prorated by months, for each month worked through the anniversary date. This means that an employee with a hire date of January 15 would get credit for a month if he/she works through the 15<sup>th</sup> of the following month. If an employee works past the monthly anniversary date before retirement or death, he/she will get credit for that month if he/she works a minimum of 15 days past the monthly anniversary date. (As illustration, an employee hired on January 15<sup>th</sup> works his/her last day on October 31 and retires. He/she would receive 9 months of longevity because he/she worked from January 15 through October 15 and he/she would receive an extra month because he/she worked from October 16 through October 31, which is 16 days).

## ARTICLE 28

### FOOD ALLOWANCE

Effective July 1, 2018, an annual food allowance in the amount of One Thousand Two Hundred Fifty Dollars (\$1,250.00) shall be paid to all 56-hour employees. The One Thousand Two Hundred Fifty Dollar (\$1,250.00) annual payment shall be paid on a prorated, monthly basis.

If an employee terminates his/her employment or is reassigned to any job other than a 56-hour job, his food allowance shall be prorated to the date of termination or reassignment.

## ARTICLE 29

### ASSIGNMENTS

#### Section 1. Advanced Life Support:

- A. Employees in the ranks of Captain, Lieutenant and Fire Fighter shall be offered the opportunity for training and assignment to the ALS duty on the basis of seniority. Once an employee successfully completes training and is assigned to ALS, they must remain in that duty for at least three (3) years. Employees will not be eligible to enroll in training for the ALS duty after their 22<sup>nd</sup> anniversary date.
- B. Those employees assigned to the Extinguishment Division who are licensed paramedics, excluding Battalion Chiefs and Fire Equipment Operators (FEO's), shall be paid an additional six (6%) percent above their base rate.

#### Section 2. ALS Transport:

The Department will implement and provide ALS Transport services subject to the terms

and conditions of this Article. It will be a Management Right to determine the nature and scope of ALS Transport services, including, but not limited to, the number of apparatus deployed, ALS Transport protocols, billing and collection practices, the reduction, suspension, or termination of ALS Transport services and elimination of budgeted positions.

Section 3. Personnel:

- A. Engine Company. There will be a minimum of 3 personnel on an Engine Company when that Engine Company is in service, with at least two of those personnel being licensed and paid as Paramedics. Further, generally, one shall be an officer and a different one shall be a FEO/Cross Trained Driver. Should the City regularly deploy five ambulance apparatus for ALS Transport, the minimum personnel on an Engine Company may be reduced to 2 on not more than two Engine Companies in service, of which one shall be an officer and one shall be a FEO/Cross Trained Driver and both of whom shall be licensed and paid as Paramedics.
- B. Rescue Company. A Rescue Company when in-service will have a minimum of two personnel. Further, generally, one shall be an officer and the other shall be an FEO/Cross Trained Driver, except under rare circumstances where manpower is an issue, an on duty FEO trained officer may drive and the additional person need not be an FEO. There shall be a minimum of one person licensed and paid as a Paramedic.
- C. Truck Company. A Truck Company when in-service will have a minimum of two personnel. Further, generally, one shall be an officer and the other shall be an FEO/Cross Trained Driver, except under rare circumstances where manpower is an issue, an on duty FEO trained officer may drive and the additional person need not be an FEO.
- D. Ambulance Company. An Ambulance Company when in-service will have a minimum of two personnel. Further, generally, both assigned personnel shall be licensed and paid as paramedics; provided, however, that where the Ambulance Company consists of a licensed paramedic assigned and working with a licensed EMT, the licensed paramedic shall receive an additional two percent (2%) hourly pay differential only for those shift hours working with the licensed EMT. ALS Transport services will not serve to create an officer position and no acting pay will be due for the senior personnel performing these services.
- E. In a situation where there are not a sufficient number of FEO personnel available, the senior Sergeant or Firefighter may be assigned to drive.
- F. There will be at least one Battalion Chief on duty at all times. Notwithstanding Article 7, the Battalion Chief shall have the authority to assign personnel to specific Company apparatus as needed.

Section 4. Fire Equipment Operator (FEO). This position of Fire Equipment Operator is established to provide qualified personnel to drive Department pumper, heavy rescue, and ladder apparatus and operate the various diverse functions/equipment associated with this apparatus.

- A. The position shall not be considered a promotion, but will be offered to employees on a voluntary basis in order of seniority. If not enough employees volunteer, then assignments will be made in inverse seniority. The City shall determine the number of Fire Fighters to be trained and assigned as FEO's.
- B. Training shall be based on NFPA 1002 certification requirements. The City will attempt to offer the complete training at least once per year. Once an employee is trained and subsequently assigned to driver duty they shall receive an additional four (4%) percent above their base rate of pay.
- C. When there is a vacant FEO position, the person accepting the assignment will operate the equipment where the vacancy occurs until the annual April pick is made.

Section 5. Hazardous Materials Response Team. The Hazardous Materials Response Team is established to promptly and efficiently respond to a wide variety of chemical leaks and spills. The Response Team will consist of 12 participants.

- A. The position shall not be considered a promotion, but will be offered to employees on a voluntary basis in order of seniority. If not enough employees volunteer, then assignments will be made in inverse seniority. Once an employee successfully completes training and is assigned to hazmat duty, they must remain assigned to that duty for a period of three (3) years. A stipend of 1.5% of base pay will be paid to each participant in November of each year, pro-rated based on actual days spent as a team member from November 1 to October 31 in the previous year (stipend year).
- B. Participants in the program are required to take a baseline physical examination and specimen testing at a certified facility as determined by the City. All medical records will remain confidential.
- C. The Employer will prorate this stipend for the employees at the time of retirement or separation. The City shall determine the number of Fire Fighters to be trained as hazardous materials technicians.

Section 6. Technical Rescue Team. The Technical Rescue Team is established to promptly and efficiently respond to a wide variety of specialized technical rescue scenarios. The Rescue Team will consist of 12 participants.

- A. The position shall not be considered a promotion, but will be offered to employees on a voluntary basis in order of seniority. If not enough employees volunteer, then assignments will be made in inverse seniority. Once an employee successfully completes training and is assigned to technical rescue duty, they must remain assigned to that duty for a period of three (3) years. A stipend of 1.5% of base pay will be paid to each participant in November of each year, pro-rated based on actual days spent as a team member from November 1 to October 31 in the previous year (stipend year).
- B. The employer will prorate this stipend for the employees at the time of retirement or separation. The City shall determine the number of Fire Fighters to be trained as Rescue Specialists.
- C. It is recognized that there is a significant difference in the required training between Tech Rescue and Hazmat. Therefore, a Tech Rescue Team Member can begin to earn a 50% stipend once the member has successfully completed and received certification for the following: Confined Space Operations (24 Hours), Rope Rescue Operations (40 Hours), Trench Rescue Operations (24 hours). Full Stipend will begin upon completion and certification of either Trench Rescue Technician (40 Hours) or Building Collapse Operations (40 Hours).

Section 7. Specialty Teams

- A. No employee will be allowed or will be permitted to participate in both city teams.
- B. Members of the specialty teams shall pursue membership on their respective Macomb County Teams and shall remain active members of the team throughout their commitment period of three (3) years.
- C. To receive the stipend, each member will be required to participate in seventy-five (75%) percent of the scheduled training each year. The Chief of Training, in conjunction with each Team Leader shall ensure that each member complete all required paperwork, evaluations, etc.
- D. The Team Leaders will be selected as outlined in the SOG and will be paid a stipend of 2 % of base pay, instead of 1.5%, for each day serving as team leader in the stipend year. There will be one Team leader for each of the two specialty teams. Their responsibilities will also be outlined in the SOG.
- E. There shall be quarterly training for each team, despite grant funding to cover training costs. No training for either team will result in the shutting down of fire companies.

- F. There will be one additional position (13<sup>th</sup> member) to one of the teams, which can be filled by a member of the Training Division, with the right of first refusal going to the Training Officer. If the Training Officer does not accept, it would then go to the others in the Division through seniority in the Division.
- G. 40 Hour personnel are allowed to remain on a team, provided they were stipend members, in good standing, prior to moving from the Extinguishment Division to 40 Hours. It is understood that this will create one additional position (13<sup>th</sup> member) on the Technical Rescue Team temporarily, until it is reduced back to twelve through attrition.

Section 8. Paramedic Instructor/Coordinator Team:

- A. Objective – Under the direct supervision of the Training Division, a Paramedic Instructor/Coordinator (I/C) Team is to be established for the purpose of providing department members with paramedic training through in-person classroom instruction, video conferencing, and/or hands-on scenario based exercises.
- B. Team Size – The City shall determine the size of the Paramedic IC Team, but in no case will it exceed six members.
- C. Qualifications – Becoming a Paramedic I/C is not a promotion in accordance with Article 32, but a voluntary commitment with acceptance to the program prioritized based on seniority of the applicants; provided, however, that if there are not enough volunteers, assignments will be made in inverse (least seniority assigned first) order for department members having at least three years' experience. To become a team member, a department member must secure and maintain a Paramedic I/C license. The City will pay for the fees associated with the training to qualify, test, and complete continuing education requirements for the Paramedic I/C license.
- D. Duration – A department member that becomes a licensed Paramedic I/C must remain as a team member for a minimum of three years from the date of securing licensure.
- E. Stipends – Upon securing licensure as a Paramedic I/C, a team member will be paid a one-time stipend of \$500. A Paramedic I/C team member is also eligible for a \$1,000 annual stipend paid annually in June. In order to qualify for the annual stipend, a Paramedic I/C team member must plan for and deliver at least three separate trainings to members of the department during the preceding period June 1<sup>st</sup> through May 31<sup>st</sup>, annually.

ARTICLE 30

[RESERVED FOR FUTURE USE]

ARTICLE 31

RETIREMENT

Section 1. A Pension Plan will be provided under the terms of Act 345 of Public Acts of 1937 as amended, and this Collective Bargaining Agreement.

Section 2. A private letter ruling by the IRS has recognized that the contributions made by employees are tax deferred and is hereby adopted by reference.

Section 3.

- A. Upon retirement from service as provided in this subdivision, a member shall receive a regular service retirement pension payable throughout the member's life of 2.8 percent of his average final compensation multiplied by the first twenty-five (25) years of service credited to the member.

Employees hired after January 2, 2013 shall receive a regular service retirement pension payable throughout the member's life of 2.5 percent of the member's average final compensation multiplied by the years of service credited to the member.

Maximum pension shall not exceed seventy (70%) percent of final average compensation.

- B. For purposes of calculating proration of benefits due, with the exception of pension creditable service time, members retiring the 1<sup>st</sup> through the 15<sup>th</sup> of the month, the retirement base date shall be the first of that month; and, the retirement base date for members retiring the 16<sup>th</sup> through the last of the month, shall be the first of the next month.
- C. Effective July 1, 2022, the employee's contribution to the pension fund shall be ten (10) percent of pensionable pay.
- D. The date of retirement shall be the day after the last day at work or on full paid leave (sick, personal or vacation).

Section 4. The final average compensation shall be based on the best three (3) of the last ten (10) years. Average Final Compensation (AFC) shall include all monies earned excluding allowance (i.e., food, clothing and education).

For AFC calculation purposes, employees can only have a maximum of 295 hours (56-hour employees)/176 hours (40-hour employees) of vacation, a maximum of 90 hours (56 –hour employees)/61 hours (40-hour employees) of sick and a maximum of 25 hours (56-hour and 40-hour personnel) of personal time bought back upon retirement count towards the AFC calculation. Effective July 1, 2022, Employees may elect in lieu of payment to carryforward

vacation hours in excess of the maximum of 295 hours (56-hour employees)/176 hours (40-hour employees) bought back; provided, however, that the maximum carryforward is 384 hours (56-hour employees)/200 hours (40-hour employees). Vacation hours being carried forward are subject to and governed by the provisions set forth in Section E. of the Early Retirement Option Plan (EROP) attached as Appendix E.

Section 5. Members of this bargaining unit shall be allowed to retire after twenty-five (25) years of service regardless of age. If the ADEA is modified to allow mandatory retirement, then members of this bargaining unit will be mandated to retire by the date that they become age sixty (60).

Section 6. Service Credit. When computing a member's service credit, the member shall be given service credit for not more than three (3) years active military service to the United States Government, inclusive of active (call up) duty while an armed services reservist or member of the national guard, for active military service that occurs pre-employment only, upon payment to the retirement system of five (5%) percent of his full-time or equated full-time compensation for the fiscal year in which payment is made multiplied by the years of service that the member elects to purchase up to the maximum.

Service shall not be creditable if it is or would be creditable under any other federal, state or local publicly supported retirement system, but this restriction shall not apply to those persons who have or will have acquired retirement eligibility under the federal government for service in the reserve.

Section 7. Purchase of Service Credit.

- A. At no cost to the City, employees may purchase up to three (3) years of prior municipal time as credit towards retirement. Should an employee have three (3) years experience as a fire fighter with another municipality and exercises his/her option to purchase all three (3) years toward retirement credit, then the employee would only have to work twenty-two (22) years to satisfy the twenty-five (25) year service requirement for regular retirement. To satisfy this requirement, the employee shall pay 5% of their full time or equated full time (part-time employment will be counted on a two (2) for one (1) basis - two (2) years part-time experience equals one (1) year full time experience) compensation plus any and all associated City costs to the pension system. For purposes of this section, paid-on-call fire department employment shall be considered as full-time employment. Payments may be made through a payroll deduction plan.
- B. At no cost to the City, employees may purchase up to three (3) years of prior EMS licensure time as credit towards retirement. Should an employee have three (3) years licensure time and exercises the option to purchase all three (3) years toward retirement credit, then the employee would only have to work twenty-two (22) years to satisfy the twenty-five (25) year service requirement for regular retirement. To satisfy this requirement, the employee shall pay 5% of their full time compensation plus any and all associated City costs to the pension

system. Payments may be made through a payroll deduction plan.

Section 8 Cap on purchase of service credit

Purchase of Service Credit (military, municipal and EMS licensure time), shall be capped at a combined total of three years maximum in a member's career including service bought under previous collective bargaining agreements.

Section 9 Annuity Withdrawal:

- A. Employees in the Bargaining Unit shall have available to them, in addition to the retirement options already in place, an annuity withdrawal option as follows:
- B. Definition: The annuity withdrawal is the option that allows members to withdraw their accumulated contributions (with interest) at retirement and thereby forfeit the portion of their retirement allowance which was financed by their contributions.
- C. A member wishing to elect this option must make written application to the Act 345 Pension Board no later than one hundred twenty (120) days prior to the effective date of his retirement.
- D. The Pension Board shall issue the members annuity payment within thirty (30) days of the date of the member's retirement. The one hundred twenty (120) day notice may be waived at the sole discretion of the Pension Board, however, under no circumstances can it be increased.
- E. This option is only available for regular retirement pension and to non-duty disability retirants after age 55. The parties agree that the Bloomberg Barclay's Government/Credit Index, not to exceed eight (8%) percent, will be used for the purpose of computing the annuity withdrawal option. The most current index prior to an employee's retirement shall be used. Employees who elect the annuity withdrawal option shall have their pension reduced accordingly as determined by the Pension Board Actuaries.
- F. Employee contributions for prior municipal service or military service buy backs are not included in an annuity withdrawal.
- G. An employee electing annuity withdrawal shall have the option to defer receipt of the withdrawal amount for up to one (1) year from the effective date of their retirement. However, notice of such election must be made at the time of the employee's original retirement application.

Section 10 Death Prior To Retirement.

Section 38.556a of Act 345, which provides for death prior to retirement pension



applicable to members with fifteen (15) years service, shall be modified to be applicable to members with ten (10) years of service.

Section 11 Sixty (60%) Percent Survivor Benefit to All Retirees. Upon the death of a retirant receiving either a regular retirement or disability retirement pension, his or her spouse, if living, shall receive a pension equal to sixty (60%) percent of the pension the deceased retirant was receiving unless an Option I or II under Act 345 has been elected. As used in this subdivision, "spouse" means the person identified on the retirant's pension application only.

Section 12 Death in the line of duty pension benefits If a member dies in the line of duty in the service of the Fire Department, leaving a surviving spouse and/or children, the spouse and/or children shall receive the greater of the two pension benefits listed below:

- A. An Automatic Option 1 benefit, computed in the same manner as if the member had retired effective the day preceding the date of the member's death, elected Option 1 provided for in Act 345, 38.336 Section 6(1)(h), and nominated the spouse as survivor beneficiary. If the deceased member had less than 25 years of service credit at the time of death, the Automatic Option 1 benefits shall be computed as if the member had 25 years of service effective the day preceding the member's date of death.

If there is no surviving spouse at the time of a member's death in the line of duty, these benefits under Section 10(a) of Article 30 shall be paid into a trust fund for any surviving children and continue to be paid until each surviving child attains 21 years of age. Creation of the trust, and the cost of its administration, shall be the responsibility of representatives of the minor surviving children. If there are both a surviving spouse and surviving child(ren) at the time of a member's death in the line of duty, these benefits under Section 10(a) of Article 30 shall be paid for the life of the surviving spouse to the surviving spouse and, if at the death of the surviving spouse any surviving child(ren) are under 21 years of age, such benefits shall continue to be paid to such surviving child(ren) until they reach age 21 years of age. Payment of all such benefits shall cease, however, upon the remarriage of the surviving spouse.

or

- B. Service connected death benefits payable to surviving spouse and/or minor child(ren), as defined in Act 345, Section 38.556 Section 6(2)(a&b).

Any benefits payable under this section shall be offset by any Worker's Compensation benefits or payments received, including any redemption amounts.

Disputes as to whether the death of the member was "in the line of duty" for purposes of this Section shall be resolved in accordance with the Worker's

Compensation Laws of the State of Michigan, and not through the grievance process provided herein.

The existence of a QDRO or EDRO shall not operate to increase the financial obligations of the City and Pension Fund in any case arising under this Section 10 of Article 30. Any payments directed under a QDRO or EDRO shall be an offset against payments made to a surviving spouse. If the former spouse receiving QDRO or EDRO dies before the surviving spouse, the payments made to the surviving spouse shall thereupon be increased to include the amounts previously directed by QDRO or EDRO.

Section 13 Early Retirement Option Plan Employees are eligible for the Early Retirement Option Plan (EROP) as described in the attached Appendix E. An employee participating in EROP who is eligible for retiree health care benefits under Article 25, subsections 4.A or 4.B., shall contribute 5% of base wages into Employer's retiree health care fund to help fund the retiree health care plan(s). Upon employee's termination of employment, the 5% payment to retiree health care shall cease.

## ARTICLE 32

### PROMOTIONAL SYSTEM

Purpose. The City and the Union are committed to the maintenance of a qualified, experienced, and dedicated Fire Department. It is recognized that effective fire service depends upon capable leadership at all levels of command. It is also recognized that a meaningful promotional system must give due consideration to technical knowledge, aptitude, ability to lead and prior experience.

To accomplish the foregoing goals the parties have developed a promotional system as follows:

I. General Qualifications. The following minimum qualifications and requirements shall apply to promotion to all ranks and classifications:

A. Performance Probationary Period.

Each person appointed to a rank/classification under this system shall be required to serve a one (1) year performance probationary period.

At any time during the performance probationary period, the appointee may be returned to previous rank or grade for cause, including uncorrected poor performance. If at the close of the performance probationary term, the conduct or capacity of the probationer has not been satisfactory to the appointing officer, the probationer shall be notified within ten (10) days, in writing, that he will not receive appointment. At the close of the performance probationary period, the officer shall receive written

notification on his satisfactory performance within ten (10) days and will be permanently appointed upon completion of the requirements for that rank/classification. Any disputes will be handled through the grievance procedure. Any appointee returned to their previous rank shall be ineligible for promotion to that same position that was posted for a period of eighteen (18) months from the date he was returned.

- B. At any time during the performance probationary period, the appointee may return to the previous rank or grade, on his own accord, without prejudice. The appointee shall provide a minimum of ten (10) days notification, in writing, to the Office of the Fire Chief, of their intention to return. The appointee shall return to a position equal to the vacancy he created. The appointee shall fill the vacancy created by his return, until the next scheduled seniority picks in April.
- C. To determine an applicant's eligibility to take a promotional examination or to calculate his seniority credit, the closing date for determining his seniority shall be the date the promotional announcement is posted.

II. Eligibility and Requirements for Rank and Classification:

A. Fire Sergeant

- 1. Eligibility. The City will attempt to keep the nine (9) senior Firefighters/Fire Engine Operators distributed evenly on each battalion.
- 2. Seniority. Seniority rank on the current declaration list.
- 3. Qualification. Successful completion of Fire Officer One, Sterling Heights' Fire Academy One, Blue Card, and Instructor One prior to the end of the performance probationary period.

B. Fire Lieutenant

- 1. Eligibility. Fire Sergeants with five (5) years or more in seniority. If there are no eligible Fire Sergeants at the time of the position posting, Fire Sergeants with less than five (5) years' seniority are eligible.
- 2. Seniority. Seniority rank on the current declaration list.
- 3. Qualification. Successful completion of Fire Officer Two, Sterling Heights' Fire Academy Two, and NIMS 300 and 800 prior to the end of the performance probationary period.

C. Fire Captain

1. Eligibility. Fire Lieutenants with two (2) years or more in current rank. If there are no eligible Fire Lieutenants at the time of the position posting, Fire Lieutenants with less than two (2) years' service in current rank are eligible.
2. Seniority. Seniority rank on eligibility list.
3. Qualification. Successful completion of the Fire Officer Three or equivalent, NIMS 400, and Certified Incident Safety Officer (FDSOA or equivalent) prior to the end of the performance probationary period.

D. Health and Safety Fire Captain

1. Eligibility. Fire Lieutenants with two (2) years or more in current rank. If there are no eligible Fire Lieutenants at the time of filling of the position, Fire Lieutenants with less than two (2) years' service in current rank are eligible.
2. Seniority. Seniority rank on eligibility list shall be determined by actual time served in Captain or Lieutenant classification.
3. Qualification. Successful completion of the Fire Officer Three or equivalent, NIMS 400, Certified Incident Safety Officer (FDSOA or equivalent) and Certified Fire Department Health and Safety Officer (FDSOA or equivalent) prior to the end of the performance probationary period.
4. This position requires a two-year commitment and will be offered during Captain station picks to existing Captains by seniority. If no existing Captain accepts the position when it becomes open and there is an open Captain position, the position will be assigned to the Lieutenant who is promoted to Captain. If no existing Captain accepts the position and there are no open Captain position at the time the position is to be filled, the lowest ranked Captain will be assigned the position.

E. Emergency Medical Services Coordinator

1. Eligibility. All uniformed Fire Department personnel with five (5) years' seniority or more, and with two (2) years' experience as a paramedic in the Extinguishment Division.

2. Seniority. Rank on eligibility list shall be determined by department seniority.
3. Qualification. Paramedic licensed, IC certified, FDSOA Safety Officer and FDSOA Health and Safety Officer certified prior to the end of the performance probationary period.

F. Battalion Chief

1. Eligibility. Fire Captains with two (2) years or more in current rank. If there are no eligible candidates at the time of the position posting, Fire Captains with less than two (2) years' service in current rank are eligible.
2. Seniority. Rank on eligibility list shall be determined by actual time served in Captain classification.
3. Qualification. Associate's Degree from an accredited college or university as determined by the U.S. Secretary of Education or completion of a National Fire Academy course in leadership or fire suppression-related fields. From July 1, 2022 to June 30, 2023, only, an eligible candidate will be afforded one (1) year from the date of appointment to Battalion Chief to complete a National Fire Academy course in leadership or fire suppression related fields.

G. Assistant Fire Chief

1. Eligibility. Current Sterling Heights Fire Department Chief of Training, Fire Marshal and Battalion Chiefs. If there are no eligible candidates at the time of position posting, all fire personnel in the rank of Captain with two (2) or more years' seniority in rank are eligible.
2. Seniority. After calculating the assessment center scores, candidates who pass the assessment center with a score of 70% or higher will be given additional points for seniority at the rate of one point per year of service. The closing date for calculating candidates' seniority will be the date the assessment center is administered.
3. Qualifications. Associate's Degree from an accredited college or university as determined by the U.S. Secretary of Education. Passing score on assessment center testing.
4. Interview. The interview panel shall consist of the City Manager, Fire Chief, and Human Resources Director. The City Manager

reserves the right to select and appoint from the top three (3) scorers after seniority points have been added.

H. Training Officer

1. Eligibility. All uniformed fire department personnel with five (5) years' seniority or more.
2. Seniority. Rank on the eligibility list shall be determined by department seniority.
3. Qualification. Each applicant must achieve the following certifications prior to the end of the performance probationary period.
  - a. State of Michigan certified Fire Training Instructor I.
  - b. FDSOA Safety Officer.
  - c. FDSOA Health and Safety Officer.

I. Fire Inspector

1. Eligibility. All uniformed fire department personnel with five (5) years' seniority or more.
2. Seniority. Rank on the eligibility list shall be determined by department seniority.
3. Qualification. Each applicant must achieve the following certification as indicated.
  - a. NFPA Plans Examiner and NFPA Fire Inspector I within one (1) year.
  - b. NFPA Fire Inspector II within eighteen (18) months.
  - c. Applicants will be eligible to attend Fire Cause and Origin after Plan Review and Fire Inspector I certification is obtained.

J. Chief of Training

1. Eligibility. Training Officer and EMS Coordinator with one (1) year service in current rank. If there are no eligible candidates at the time of the position posting, Training Officer and EMS

Coordinator with less than one (1) year service in current rank are eligible.

2. Seniority. After calculating the assessment center scores, candidates who pass the assessment center with a score of 70% or higher will be given additional points for seniority at the rate of one point per year of service. The closing date for calculating candidates' seniority will be the date the assessment center is administered.
3. Qualifications. Must have Fire Training Instructor and/or IC certification and an Associate's Degree from an accredited college or university as determined by the U.S. Secretary of Education. Passing score on assessment center testing.
4. Interview. The interview panel shall consist of the City Manager, Fire Chief, and Human Resources Director. The City Manager reserves the right to select and appoint from the top three (3) scorers after seniority points have been added.

K. Fire Marshal

1. Eligibility. Fire Inspector with a minimum of one (1) year service in current rank. If there are no eligible candidates at the time of the position posting, Fire Inspectors with less than one (1) year service in current are eligible.
2. Seniority. After calculating the assessment center scores, candidates who pass the assessment center with a score of 70% or higher will be given additional points for seniority at the rate of one point per year of service. The closing date for calculating candidates' seniority will be the date the assessment center is administered.
3. Qualifications. Associate's Degree from an accredited college or university as determined by the U.S. Secretary of Education. Passing score on assessment center testing.
4. Interview. The interview panel shall consist of the City Manager, Fire Chief, and Human Resources Director. The City Manager reserves the right to select and appoint from the top three (3) scorers after seniority points have been added.

L. Fire Chief

1. Eligibility. The City may seek an outside candidate for Fire Chief. There must be at least one internal candidate. The selection of the Fire Chief shall be determined by an assessment center, with the candidates comprised of the Assistant Fire Chief, Fire Marshal, Chief of Training and Battalion Chiefs. If there are no eligible candidates at the time of the position posting, then all Sterling Heights Fire Department personnel, with the rank of Captain and above, who have a minimum of two (2) years in said rank as determined by the departmental seniority list, are eligible to participate in the assessment center for Fire Chief. Minimum educational requirement includes a Bachelor's Degree from an accredited college or university as determined by the U.S. Secretary of Education.
2. Testing - Qualifications: Assessment Center: One hundred (100%) percent of total score.
3. Psychological and Physical Examination: Each applicant must qualify under a basic psychological and physical examination prior to appointment. Psychological examination shall be conducted by an independent, neutral and licensed psychologist or psychiatrist. This requirement will be waived for all internal candidates.
4. The City Manager reserves the right to select and appoint from the top three (3) of those passing the examination process for the position of Fire Chief.

### III. Rules and Regulations

#### A. Eligibility Lists:

1. The Promotional Committee shall certify and maintain all eligibility lists that require an assessment center.
2. Eligibility lists requiring an assessment center shall be valid for the specific posting only.
3. Eligibility lists for all seniority positions not requiring assessment center shall be valid for the specific posting only.
4. Eligibility lists which have been challenged, shall be held in abeyance pending final resolution of the challenge.
5. The Committee shall certify the results for the position of Fire Chief, but no eligibility list shall be maintained once the position has been filled.



6. Yearly declarations for all required promotions, classifications and specialty teams will take place by November 1st, for the following April 1<sup>st</sup> through March 31<sup>st</sup>. If a position opens during that period of time, the senior eligible person on that list shall take that position.

B. Assessment Center Testing:

1. The announcement of an Assessment Center shall be posted or otherwise communicated to employees simultaneously.
2. Employees shall have ten (10) business days from the announcement of an assessment center in which to make written application to participate to the Human Resources Director. Any employee who is absent from duty more than ten (10) business days, shall provide to the Fire Chief an address where he can be contacted.
3. Assessment Center will be conducted no earlier than fifteen (15) calendar days from posting of the announcement and not later than thirty (30) calendar days from such posting. Due to extenuating circumstances, the thirty (30) calendar day limit may be extended with the approval of the City and Union.
4. An applicant may challenge the Assessment Center factor regarding the work-related value associated with its inclusion. Such challenge must be in writing, state the reasons, and be filed with the Promotional Committee within ten (10) calendar days of the last day of the Assessment Center. Results will not be posted until expiration of the ten (10) day protest period.
5. If any Assessment Center factor is held to be not work-related, the entire Assessment Center will be deemed void, and the results set aside.
6. Successful completion of all Assessment Centers shall be a minimum score of seventy (70%) percent.

C. Assessment Center:

1. All assessors shall be independent and neutral persons having no interest or connection, directly or indirectly, with the City or its representatives.

2. One-half of the assessors appointed shall have actual knowledge and experience in fire service and/or firefighting.
3. One-half of the assessors appointed may have business, labor or professional backgrounds.
4. Any agency administering the Assessment Center shall be responsible for the grading/scoring and selection of the assessors with approval of the Promotional Committee.
5. An independent testing agency shall develop the factors and exercises for the Assessment Center Testing, subject to approval by the Promotional Committee.

D. Promotional Committee:

1. The promotion system shall be administered by a Promotional Committee consisting of five (5) members; two (2) appointed by the City Manager and two (2) by the Union. The fifth (5th) neutral member will be selected by the other four (4) members.
2. The neutral party will serve as chairman of the Committee.
3. All decisions of the Promotional Committee will be final and binding on the Union and the City.
4. The Promotional Committee shall have responsibility for:
  - a. The resolution of challenges to Assessment Center factors and exercises.
  - b. The overall administration of the promotional system.
  - c. The Promotional Committee has the responsibility for resolving disputes arising from the inability of the City and Union to reach agreement as to the items contained in Section III C, Assessment Center.
5. The Promotional Committee shall conduct an annual review of the promotional system and make written recommendations regarding amendments, deletions or additions. Within ten (10) days of the Promotional Committee's annual report, by mutual agreements, the City and the Union shall commence negotiations for an amended promotional system. Such annual re-opener does not, however, preclude the parties from mutually amending the system at any time as may be necessary and appropriate to its effective operation.

IV. General Provisions:

- A. In the event that no one passes the assessment in the first attempt, further testing shall be open to the next lower qualifying group. In the event no applicant successfully passes, those applicants, and any others qualified, shall be afforded further attempts to qualify.
- B. In the event that an individual on the eligibility list for promotion either declines that promotion or returns to their previous rank or grade as provided in Section IA of this Article, that individual shall be removed from said eligibility list. The individual so removed may reapply/retest when subsequent eligibility lists are to be established without any loss of seniority rights.
- C. All costs, fees and expenses to maintain and administer the promotional system shall be borne by the City.
- D. The City shall either provide adequate training programs for the State certification programs required for promotion or funding to outsource these programs to allow sufficient opportunity for employees to participate before their promotion eligibility arises.
- E. Any difference, dispute or complaint not within the jurisdiction of the Promotional Committee, between the City and the Union, as to the applications or interpretation of the promotional system shall be presented as a grievance as provided for in Article 9 of the Collective Bargaining Agreement.
- F. Certification qualifications will be the responsibility of the City and shall be assigned by seniority.
- G. Promotions/Job Assignments will be posted. The City shall fill all budgeted vacancies within ten (10) business days upon the position becoming vacant, excluding the hiring of new employees.
- H. An employee in a classification covered by this Agreement, who has been in the past or will in the future be promoted or transferred to a classification within the Bargaining Unit, shall not accumulate seniority for promotional purposes, outside of position currently held. An employee who is subsequently transferred or demoted shall commence work in a job generally similar to the one he held at the time of his promotion or transfer and he shall maintain the seniority rank he held at the time of his promotion or transfer.

- I. Known dates of mandatory training will be stated with the promotional vacancy posting.
- J. This promotional system as defined in this Section, shall be the sole determining factor for all promotions within the Bargaining Unit as defined in Article 2 of the Collective Bargaining Agreement.
- K. Anyone promoted to a forty (40) hour position requiring a buy back of time banks must remain in that division for a minimum of two (2) years. Otherwise, this buy back will not be allowed to be part of the AFC calculation.
- L. The Union and City agree to consider extensions to the timeline for required training/certifications for all positions due to extenuating circumstances.
- M. Fifty-six (56) hour employees who transfer to forty (40) hour positions are eligible to carry over up to a maximum of allowable accumulation based on appropriate years of service. See Article 20, Section 3, Article 21, Section 12 and Article 22, Section 3.
- N. Promotions for Fire Captain, Health and Safety Captain, Fire Inspector, Training Officer, and EMS Coordinator shall be posted. Posting shall be for a period of 10 calendar days. The City shall notify any employee on scheduled leave by verbal contact.

### ARTICLE 33

#### PEER FITNESS PROGRAM

The City and the Union agree that a comprehensive physical fitness program is paramount to firefighting. Should the Health and Safety Captain, with assistance from Fire Administration, develop a program that is sustainable and cost effective, the City will implement it.

The City will fund the cost of training, or recertifying, at least six peer fitness counselors for the purpose of facilitating a comprehensive physical fitness program based upon the IAFF/IAFC Peer Fitness Program (Program), as amended by this Article. The Program is mandatory for all employees and non-punitive.

Section 1. Annual Physical. All employees will be required to have an annual medical physical examination prior to participating in the Program.

If grant funding is available to the City for this purpose, the grant-funded medical physical shall be completed on duty, by a City-designated physician, at no cost to the employee. If grant funding is not available, the City and the Union will consider all possibilities to have the annual medical physicals conducted on duty, in a cost effective manner, including

through use of the City's on-site medical facility.

Section 2. Annual Fitness Evaluation. Employees participating in the Program are required to participate in an annual fitness evaluation. The evaluation will be performed on duty, at no cost to the employee. The components of this evaluation shall include flexibility, strength, and aerobic.

Section 3. Confidentiality. All medical examination and fitness evaluation information shall remain confidential between the member and the attending physician and/or fitness evaluator.

## ARTICLE 34

### EDUCATION ALLOWANCE

Section 1. Upon completion of the probationary period set forth under Article 7, Section 2, employees who have achieved an Associate's Degree from an accredited college or university as determined by the U.S. Secretary of Education shall be entitled to an annual stipend of \$600. The annual education allowance amount will be prorated and paid monthly.

Section 2. Upon completion of the probationary period set forth under Article 7, Section 2, employees who have achieved a Bachelor's Degree from an accredited college or university as determined by the U.S. Secretary of Education shall be entitled to an annual stipend of \$1,000. The annual education allowance amount will be prorated and paid monthly.

Section 3. Upon completion of the probationary period set forth under Article 7, Section 2, employees who have achieved a Master's Degree from an accredited college or university as determined by the U.S. Secretary of Education shall be entitled to an annual stipend of \$1,500. The annual education allowance amount will be prorated and paid monthly.

Section 4. An employee shall be paid only one annual educational allowance based upon the highest degree obtained.

Section 5. An employee who has successfully completed Blue Card Command Training, with Simulation Lab completion will receive a one-time stipend of \$500 to be paid in November.

## ARTICLE 35

### FORTY-HOUR CERTIFICATION STIPEND

Section 1. Fire Prevention employees who attain all of the following certifications shall be eligible for a stipend of two hundred (\$200) dollars to be paid in November of each year.

The certifications for Fire Prevention shall be: NFPA Fire Inspector I, NFPA Fire

Inspector II, and NFPA Plans Examiner.

Section 2. Training Division employees who attain all of the following certifications shall be eligible for a stipend of two hundred (\$200) dollars to be paid in November of each year:

Training Instructor – State Fire Instructor I, FDSOA Safety Officer, FDSOA Health and Safety Officer.

EMS Coordinator – State Certified EMS Instructor Coordinator, Advanced Cardiac Life Support (ACLS) Instructor, FDSOA Safety Officer, FDSOA Health and Safety Officer.

## ARTICLE 36

### TERMS OF AGREEMENT

#### Section 1. Duration.

This Agreement shall be effective July 1, 2022 and shall remain in force and effect to and including June 30, 2025.

#### Section 2. Future Negotiations.

The City and the Union agree that commencing not later than March 1, 2025 the parties will undertake negotiations for a new Agreement for a succeeding period.

#### Section 3. Extension.

In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new contract.

#### Section 4. Anti-Discrimination.

The parties to this Agreement agree that they shall not discriminate against any employee because of race, creed, color, sex, sexual orientation, marital status, national origin, age, and physical or mental disability.


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


CITY OF STERLING HEIGHTS

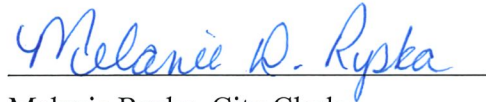
STERLING HEIGHTS FIRE  
FIGHTERS UNION, LOCAL 1557  
OF I.A.F.F.

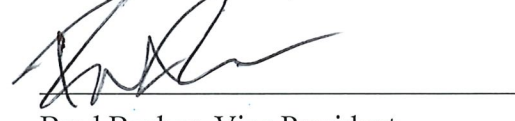
By:

By:


  
Michael C. Taylor, Mayor

  
Michael Amormino, President

  
Melanie Ryska, City Clerk

  
Brad Bachor, Vice President

  
Lance Stevens, Secretary

  
Ryan Sears, Treasurer

Dated: 09-06, 2022

Dated: 9-14-, 2022

APPENDIX A

WAGES



(112 Hours Bi-Weekly)

POSITION	START	6 MONTHS	12 MONTHS	18 MONTHS	24 MONTHS	30 MONTHS	36 MONTHS	42 MONTHS	48 MONTHS	54 MONTHS
<b>FIREFIGHTER</b>										
ANNUAL	\$51,178	\$52,859	\$54,599	\$56,399	\$63,917	\$66,028	\$68,197	\$70,195	\$72,238	\$82,559
Hourly	17.5752	18.1522	18.7498	19.3679	21.9498	22.6747	23.4193	24.1056	24.8072	28.3516
Bi-weekly	\$1,968.42	\$2,033.05	\$2,099.98	\$2,169.20	\$2,458.38	\$2,539.57	\$2,622.96	\$2,699.83	\$2,778.41	\$3,175.38
<b>FIRE SERGEANT</b>										
ANNUAL	\$85,037	\$86,687	\$0	\$0						
Hourly	29.2026	29.7690	0.0000	0.0000						
Bi-weekly	\$3,270.69	\$3,334.13	\$0.00	\$0.00						
<b>FIRE LIEUTENANT</b>										
ANNUAL	\$88,798	\$91,002	\$93,293	\$94,946						
Hourly	30.4941	31.2507	32.0375	32.6051						
Bi-weekly	\$3,415.34	\$3,500.08	\$3,588.20	\$3,651.77						
<b>FIRE CAPTAIN</b>										
ANNUAL	\$97,797	\$100,190	\$103,489	\$0						
Hourly	33.5844	34.4060	35.5390	0.0000						
Bi-weekly	\$3,761.45	\$3,853.47	\$3,980.37	\$0.00						
<b>BATTALION CHIEF</b>										
ANNUAL	\$107,528	\$110,209	\$113,838	\$0						
Hourly	36.9259	37.8467	39.0928	0.0000						
Bi-weekly	\$4,135.70	\$4,238.83	\$4,378.39	\$0.00						

(80 Hours Bi-Weekly)

POSITION	START	6 MONTHS	12 MONTHS
<b>FIREFIGHTER</b>			
ANNUAL	\$102,582	\$104,731	\$106,592
Hourly	49.3183	50.3517	51.2464
Bi-weekly	\$3,945.46	\$4,028.14	\$4,099.71
<b>TRAINING OFFICER</b>			
ANNUAL	\$102,582	\$104,731	\$106,592
Hourly	49.3183	50.3517	51.2464
Bi-weekly	\$3,945.46	\$4,028.14	\$4,099.71
<b>ASST. FIRE CHIEF</b>			
ANNUAL	\$119,547	\$122,525	\$129,689
Hourly	57.4748	58.9064	62.3508
Bi-weekly	\$4,597.98	\$4,712.51	\$4,988.06
<b>FIRE MARSHAL</b>			
ANNUAL	\$109,676	\$112,407	\$119,529
Hourly	52.7292	54.0422	57.4662
Bi-weekly	\$4,218.34	\$4,323.38	\$4,597.30
<b>FIRE CHIEF OF TRAINING</b>			
ANNUAL	\$109,676	\$112,407	\$119,529
Hourly	52.7292	54.0422	57.4662
Bi-weekly	\$4,218.34	\$4,323.38	\$4,597.30
<b>EMS COORDINATOR</b>			
ANNUAL	\$107,658	\$109,914	\$111,766
Hourly	51.7589	52.8435	53.7339
Bi-weekly	\$4,140.71	\$4,227.48	\$4,298.71

(112 Hours Bi-Weekly)

POSITION	START	6 MONTHS	12 MONTHS	18 MONTHS	24 MONTHS	30 MONTHS	36 MONTHS	42 MONTHS	48 MONTHS	54 MONTHS
<b>FIREFIGHTER - ALS</b>										
ANNUAL	\$54,249	\$56,030	\$57,876	\$59,783	\$67,752	\$69,990	\$72,288	\$74,407	\$76,573	\$87,513
Hourly	18.6296	19.2412	19.8751	20.5301	23.2666	24.0351	24.8245	25.5519	26.2959	30.0528
Bi-weekly	\$2,086.52	\$2,155.01	\$2,226.01	\$2,299.37	\$2,605.86	\$2,691.93	\$2,780.34	\$2,861.81	\$2,945.14	\$3,365.91
<b>FIRE ENGINEER OPERATOR</b>										
ANNUAL	\$53,225	\$54,973	\$56,784	\$58,655	\$66,474	\$68,669	\$70,925	\$73,003	\$75,128	\$85,862
Hourly	18.2781	18.8782	19.5001	20.1427	22.8277	23.5815	24.3562	25.0698	25.7997	29.4858
Bi-weekly	\$2,047.15	\$2,114.36	\$2,184.01	\$2,255.98	\$2,556.70	\$2,641.13	\$2,727.89	\$2,807.82	\$2,889.57	\$3,302.41
<b>FIRE SERGEANT - ALS</b>										
ANNUAL	\$90,139	\$91,887	\$0	\$0						
Hourly	30.9545	31.5549	0.0000	0.0000						
Bi-weekly	\$3,466.90	\$3,534.15	\$0.00	\$0.00						
<b>FIRE SERGEANT - FEO</b>										
ANNUAL	\$88,438	\$90,153	\$0	\$0						
Hourly	30.3704	30.9592	0.0000	0.0000						
Bi-weekly	\$3,401.48	\$3,467.43	\$0.00	\$0.00						
<b>FIRE LIEUTENANT - ALS</b>										
ANNUAL	\$94,125	\$96,460	\$98,889	\$100,641						
Hourly	32.3232	33.1252	33.9594	34.5611						
Bi-weekly	\$3,620.20	\$3,710.02	\$3,803.45	\$3,870.84						
<b>FIRE CAPTAIN - ALS</b>										
ANNUAL	\$103,663	\$106,200	\$109,699	\$0						
Hourly	35.5989	36.4701	37.6714	0.0000						
Bi-weekly	\$3,987.08	\$4,084.65	\$4,219.20	\$0.00						
<b>BATTALION CHIEF - ALS</b>										
<b>SQUAD HRS ONLY</b>										
ANNUAL	\$113,980	\$116,822	\$120,668	\$0						
Hourly	39.1415	40.1175	41.4384	0.0000						
Bi-weekly	\$4,383.85	\$4,493.16	\$4,641.10	\$0.00						

(112 Hours Bi-Weekly)

POSITION	START	6 MONTHS	12 MONTHS	18 MONTHS	24 MONTHS	30 MONTHS	36 MONTHS	42 MONTHS	48 MONTHS	54 MONTHS
<b>FIREFIGHTER</b>										
ANNUAL	\$52,458	\$54,180	\$55,964	\$57,809	\$65,515	\$67,679	\$69,901	\$71,950	\$74,044	\$84,623
Hourly	18,0146	18,6060	19,2185	19,8521	22,4985	23,2416	24,0048	24,7082	25,4274	29,0604
Bi-weekly	\$2,017.64	\$2,083.87	\$2,152.47	\$2,223.44	\$2,519.83	\$2,603.06	\$2,688.54	\$2,767.32	\$2,847.87	\$3,254.76
<b>FIRE SERGEANT</b>										
ANNUAL	\$87,164	\$88,854	\$0	\$0						
Hourly	29,9327	30,5132	0.0000	0.0000						
Bi-weekly	\$3,352.46	\$3,417.48	\$0.00	\$0.00						
<b>FIRE LIEUTENANT</b>										
ANNUAL	\$91,018	\$93,277	\$95,625	\$97,319						
Hourly	31,2565	32,0320	32,8384	33,4202						
Bi-weekly	\$3,500.73	\$3,587.58	\$3,677.90	\$3,743.06						
<b>FIRE CAPTAIN</b>										
ANNUAL	\$100,242	\$102,695	\$106,076	\$0						
Hourly	34,4240	35,2662	36,4275	0.0000						
Bi-weekly	\$3,855.49	\$3,949.81	\$4,079.88	\$0.00						
<b>BATTALION CHIEF</b>										
ANNUAL	\$110,216	\$112,964	\$116,684	\$0						
Hourly	37,8490	38,7929	40,0701	0.0000						
Bi-weekly	\$4,239.09	\$4,344.80	\$4,487.85	\$0.00						

(80 Hours Bi-Weekly)

POSITION	START	6 MONTHS	12 MONTHS
<b>FIREFIGHTER</b>			
ANNUAL	\$105,146	\$107,349	\$109,257
Hourly	50,5513	51,6105	52,5276
Bi-weekly	\$4,044.10	\$4,128.84	\$4,202.21
<b>TRAINING OFFICER</b>			
ANNUAL	\$105,146	\$107,349	\$109,257
Hourly	50,5513	51,6105	52,5276
Bi-weekly	\$4,044.10	\$4,128.84	\$4,202.21
<b>ASST. FIRE CHIEF</b>			
ANNUAL	\$122,536	\$125,588	\$132,931
Hourly	58,9117	60,3791	63,9096
Bi-weekly	\$4,712.94	\$4,830.33	\$5,112.77
<b>FIRE MARSHAL</b>			
ANNUAL	\$112,418	\$115,218	\$122,518
Hourly	54,0474	55,3933	58,9029
Bi-weekly	\$4,323.79	\$4,431.46	\$4,712.23
<b>FIRE CHIEF OF TRAINING</b>			
ANNUAL	\$112,418	\$115,218	\$122,518
Hourly	54,0474	55,3933	58,9029
Bi-weekly	\$4,323.79	\$4,431.46	\$4,712.23
<b>EMS COORDINATOR</b>			
ANNUAL	\$110,350	\$112,662	\$114,560
Hourly	53,0529	54,1646	55,0772
Bi-weekly	\$4,244.23	\$4,333.17	\$4,406.18

(112 Hours Bi-Weekly)

POSITION	START	6 MONTHS	12 MONTHS	18 MONTHS	24 MONTHS	30 MONTHS	36 MONTHS	42 MONTHS	48 MONTHS	54 MONTHS
<b>FIREFIGHTER - ALS</b>										
ANNUAL	\$55,605	\$57,431	\$59,323	\$61,278	\$69,446	\$71,740	\$74,096	\$76,267	\$78,488	\$89,701
Hourly	19,0953	19,7222	20,3720	21,0434	23,8483	24,6360	25,4451	26,1907	26,9533	30,8041
Bi-weekly	\$2,138.67	\$2,208.89	\$2,281.66	\$2,356.86	\$2,671.01	\$2,759.23	\$2,849.85	\$2,933.36	\$3,018.77	\$3,450.06
<b>FIRE ENGINEER OPERATOR</b>										
ANNUAL	\$54,556	\$56,347	\$58,203	\$60,122	\$68,136	\$70,385	\$72,698	\$74,828	\$77,006	\$88,009
Hourly	18,7351	19,3502	19,9876	20,6463	23,3984	24,1710	24,9651	25,6965	26,4447	30,2229
Bi-weekly	\$2,098.33	\$2,167.22	\$2,238.61	\$2,312.39	\$2,620.62	\$2,707.15	\$2,796.09	\$2,878.01	\$2,961.81	\$3,384.96
<b>FIRE SERGEANT - ALS</b>										
ANNUAL	\$92,393	\$94,185	\$0	\$0						
Hourly	31,7284	32,3438	0.0000	0.0000						
Bi-weekly	\$3,553.58	\$3,622.51	\$0.00	\$0.00						
<b>FIRE SERGEANT - FEO</b>										
ANNUAL	\$90,649	\$92,407	\$0	\$0						
Hourly	31,1297	31,7332	0.0000	0.0000						
Bi-weekly	\$3,486.53	\$3,554.12	\$0.00	\$0.00						
<b>FIRE LIEUTENANT - ALS</b>										
ANNUAL	\$96,478	\$98,872	\$101,362	\$103,157						
Hourly	33,1313	33,9533	34,8084	35,4251						
Bi-weekly	\$3,710.71	\$3,802.77	\$3,898.54	\$3,967.61						
<b>FIRE CAPTAIN - ALS</b>										
ANNUAL	\$106,255	\$108,856	\$112,441	\$0						
Hourly	36,4889	37,3819	38,6132	0.0000						
Bi-weekly	\$4,086.76	\$4,186.77	\$4,324.68	\$0.00						
<b>BATTALION CHIEF - ALS</b>										
<b>SQUAD HRS ONLY</b>										
ANNUAL	\$116,829	\$119,742	\$123,685	\$0						
Hourly	40,1200	41,1205	42,4744	0.0000						
Bi-weekly	\$4,493.44	\$4,605.50	\$4,757.13	\$0.00						

(112 Hours Bi-Weekly)

POSITION	START	6 MONTHS	12 MONTHS	18 MONTHS	24 MONTHS	30 MONTHS	36 MONTHS	42 MONTHS	48 MONTHS	54 MONTHS
<b><u>FIREFIGHTER</u></b>										
ANNUAL	\$54,032	\$55,806	\$57,643	\$59,543	\$67,481	\$69,709	\$71,998	\$74,108	\$76,265	\$87,162
Hourly	18.5550	19.1642	19.7951	20.4477	23.1735	23.9388	24.7249	25.4494	26.1902	29.9322
Bi-weekly	\$2,078.16	\$2,146.39	\$2,217.05	\$2,290.14	\$2,595.43	\$2,681.15	\$2,769.19	\$2,850.33	\$2,933.30	\$3,352.41
<b><u>FIRE SERGEANT</u></b>										
ANNUAL	\$89,778	\$91,520	\$0	\$0						
Hourly	30.8307	31.4286	0.0000	0.0000						
Bi-weekly	\$3,453.04	\$3,520.00	\$0.00	\$0.00						
<b><u>FIRE LIEUTENANT</u></b>										
ANNUAL	\$93,749	\$96,075	\$98,494	\$100,239						
Hourly	32.1942	32.9930	33.8236	34.4228						
Bi-weekly	\$3,605.75	\$3,695.22	\$3,788.24	\$3,855.35						
<b><u>FIRE CAPTAIN</u></b>										
ANNUAL	\$103,249	\$105,776	\$109,259	\$0						
Hourly	35.4567	36.3242	37.5203	0.0000						
Bi-weekly	\$3,971.15	\$4,068.31	\$4,202.27	\$0.00						
<b><u>BATTALION CHIEF</u></b>										
ANNUAL	\$113,522	\$116,353	\$120,184	\$0						
Hourly	38.9845	39.9567	41.2722	0.0000						
Bi-weekly	\$4,366.26	\$4,475.15	\$4,622.49	\$0.00						

(80 Hours Bi-Weekly)

POSITION	START	6 MONTHS	12 MONTHS
<b><u>FIREFIGHTER</u></b>			
ANNUAL	\$108,301	\$110,570	\$112,535
Hourly	52.0678	53.1588	54.1034
Bi-weekly	\$4,165.42	\$4,252.70	\$4,328.27
<b><u>TRAINING OFFICER</u></b>			
ANNUAL	\$108,301	\$110,570	\$112,535
Hourly	52.0678	53.1588	54.1034
Bi-weekly	\$4,165.42	\$4,252.70	\$4,328.27
<b><u>ASST. FIRE CHIEF</u></b>			
ANNUAL	\$126,212	\$129,356	\$136,919
Hourly	60.6791	62.1905	65.8269
Bi-weekly	\$4,854.33	\$4,975.24	\$5,266.15
<b><u>FIRE MARSHAL</u></b>			
ANNUAL	\$115,791	\$118,674	\$126,193
Hourly	55.6688	57.0551	60.6700
Bi-weekly	\$4,453.50	\$4,564.41	\$4,853.60
<b><u>FIRE CHIEF OF TRAINING</u></b>			
ANNUAL	\$115,791	\$118,674	\$126,193
Hourly	55.6688	57.0551	60.6700
Bi-weekly	\$4,453.50	\$4,564.41	\$4,853.60
<b><u>EMS COORDINATOR</u></b>			
ANNUAL	\$113,660	\$116,042	\$117,997
Hourly	54.6445	55.7895	56.7295
Bi-weekly	\$4,371.56	\$4,463.16	\$4,538.36

(112 Hours Bi-Weekly)

POSITION	START	6 MONTHS	12 MONTHS	18 MONTHS	24 MONTHS	30 MONTHS	36 MONTHS	42 MONTHS	48 MONTHS	54 MONTHS
<b><u>FIREFIGHTER - ALS</u></b>										
ANNUAL	\$57,273	\$59,154	\$61,103	\$63,116	\$71,529	\$73,892	\$76,319	\$78,555	\$80,842	\$92,392
Hourly	19.6682	20.3139	20.9832	21.6747	24.5637	25.3751	26.2085	26.9764	27.7619	31.7282
Bi-weekly	\$2,202.84	\$2,275.16	\$2,350.12	\$2,427.57	\$2,751.13	\$2,842.01	\$2,935.35	\$3,021.36	\$3,109.33	\$3,553.56
<b><u>FIRE ENGINEER OPERATOR</u></b>										
ANNUAL	\$56,193	\$58,038	\$59,949	\$61,925	\$70,180	\$72,497	\$74,879	\$77,073	\$79,317	\$90,649
Hourly	19.2972	19.9307	20.5872	21.2657	24.1004	24.8961	25.7141	26.4674	27.2380	31.1296
Bi-weekly	\$2,161.29	\$2,232.24	\$2,305.77	\$2,381.76	\$2,699.24	\$2,788.36	\$2,879.98	\$2,964.35	\$3,050.66	\$3,486.52
<b><u>FIRE SERGEANT - ALS</u></b>										
ANNUAL	\$95,165	\$97,010	\$0	\$0						
Hourly	32.6803	33.3141	0.0000	0.0000						
Bi-weekly	\$3,660.19	\$3,731.18	\$0.00	\$0.00						
<b><u>FIRE SERGEANT - FEO</u></b>										
ANNUAL	\$93,369	\$95,179	\$0	\$0						
Hourly	32.0636	32.6852	0.0000	0.0000						
Bi-weekly	\$3,591.12	\$3,660.74	\$0.00	\$0.00						
<b><u>FIRE LIEUTENANT - ALS</u></b>										
ANNUAL	\$99,372	\$101,838	\$104,403	\$106,252						
Hourly	34.1252	34.9719	35.8527	36.4879						
Bi-weekly	\$3,822.02	\$3,916.85	\$4,015.50	\$4,086.64						
<b><u>FIRE CAPTAIN - ALS</u></b>										
ANNUAL	\$109,443	\$112,121	\$115,814	\$0						
Hourly	37.5836	38.5034	39.7716	0.0000						
Bi-weekly	\$4,209.36	\$4,312.38	\$4,454.42	\$0.00						
<b><u>BATTALION CHIEF - ALS</u></b>										
<b><u>SQUAD HRS ONLY</u></b>										
ANNUAL	\$120,334	\$123,335	\$127,395	\$0						
Hourly	41.3236	42.3541	43.7486	0.0000						
Bi-weekly	\$4,628.24	\$4,743.66	\$4,899.84	\$0.00						

APPENDIX B

DISABILITY INSURANCE

Short Term Disability Income for Accident or Sickness

Short Term Disability Income Benefit	60 percent
Elimination (Waiting) Period	30 days
Maximum Duration	26 weeks

Long Term Disability Income Benefit

Long Term Disability Income Benefit	60 percent
Elimination (Waiting) Period	180 days
Maximum Duration	Sickness to age 65 Accident to age 65

APPENDIX C

REQUEST FOR ARTICLE 19 BENEFITS

I \_\_\_\_\_ was injured on \_\_\_\_\_, while working as a fire fighter with the City of Sterling Heights. As a result of that injury, I am unable to work as a fire fighter in the City of Sterling Heights and I request Article 19 benefits.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Full Name)

\_\_\_\_\_  
(Rank/Position)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone Number)

c: Fire Department  
Fire Fighters Local 1557

APPENDIX D  
Differentials

The following pay differentials shall be maintained between all ranks:

A. Extinguishment

Sergeant	5% over Fire Fighter
Lieutenant	15% over Fire Fighter
Captain	9% over Lieutenant
Battalion Chief	10% over Captain

B. Forty Hour Personnel

Inspector/Training Officer	3% over Fire Captain
EMS Coordinator	8% over Fire Captain
Fire Marshal/Training Chief	5% over Battalion Chief
Assistant Fire Chief	8.5% over Fire Marshal/Training Chief

APPENDIX E

EARLY RETIREMENT OPTION PLAN (EROP)

## APPENDIX E

### EARLY RETIREMENT OPTION PLAN (EROP)

#### A. OVERVIEW

A fire fighter may at any time voluntarily elect to participate in the EROP after attaining 25 years of service credit regardless of age. Upon commencement of *EROP* participation, the Participant's *EROP* Benefit shall be the dollar amount of his or her monthly pension benefit computed by using the contractual guidelines and formula(s) that are in effect on the *EROP* Date. During *EROP* participation, the Participant continues with full employment status and receives all future promotions and benefit/wage increases, and is considered an employee of the City, not a retiree. The Participant's *EROP* Benefit shall be credited monthly to the Participant's *EROP* Account that shall be established within the Defined Benefit Plan of the City of Sterling Heights Police and Fire Retirement System (the "Police and Fire Retirement System"). The Participant's *EROP* Account shall be maintained and managed by the Board of Trustees of the Police and Fire Retirement System (the "Retirement Board"). Upon termination of employment, the retiree shall begin to receive payment or payments from his or her individual *EROP* Account as described herein. The *EROP* payment or payments are in addition to all other contractual pension benefits. The Participant is solely responsible for analyzing the tax consequences of participation in the *EROP*.

#### B. ELIGIBILITY

Effective upon the Employer's approval of this agreement, any member of the Fire Fighters Association Local 1557, may voluntarily elect to participate in the *EROP* at any time after attaining 25 years of service credit regardless of age. The member's election to participate in the *EROP* shall not operate to change or in any way modify the Retirement System's minimum requirement for a normal service retirement or pension.

#### C. PARTICIPATION PERIOD

The maximum period for participation in the *EROP* is five (5) years (the "Participation Period"). There is no minimum time period for participation. An Employee must cease employment with the City of Sterling Heights Fire Department within five (5) years from the date of entering the *EROP*. The election to participate in the *EROP* is voluntary; however, an employee's application and election to participate in the *EROP* shall constitute an irrevocable election to terminate employment and retire no later than five (5) years after his or her effective *EROP* date.

Upon termination of employment, the retiree shall commence receipt of the monthly retirement benefit previously credited to their *EROP* Account, unless an Optional form of benefit is elected pursuant to Subsection E. Failure to terminate employment at the expiration of the *EROP* Participation Period shall result in the forfeiture of the Participant's monthly pension benefit otherwise payable to his or her *EROP* Account until termination of employment. The foregoing statement shall not be interpreted as allowing the *EROP* Participant the option of continuing employment after the expiration of his or her *EROP* period. Interest on the *EROP* Account however, will continue to accrue during such a forfeiture period, pursuant to Subsection G.



D. ELECTION TO PARTICIPATE

Once commenced, *EROP* Participation is IRREVOCABLE (except as specifically provided in Subsection M herein). An Employee who wishes to participate in the *EROP* shall complete and sign such application form or forms as shall be required by the Retirement Board no less than 30 days, but no more than 90 days prior to their intended *EROP* Date. The Retirement Board shall review the application within a reasonable time period and make a determination as to the Employee's eligibility for participation in the *EROP*. On the Employee's effective *EROP* Date, he or she shall become a *EROP* Participant, and shall cease to accrue additional retirement benefits otherwise credited to active members of the Police and Fire Retirement System. The amount of credited service, multiplier and average final compensation shall be fixed as of the Participant's *EROP* Date. Increases in compensation and accrual of additional service during *EROP* Participation will NOT be factored into the pension benefits of active or former *EROP* Participants (except as specifically provided in Subsection L). A Participant's *EROP* Date only applies to the Employee's retirement benefit provisions as provided herein and not to any other contractual benefits or retiree medical benefits in effect or accruing after a Participant's *EROP* Date.

Except with regard to the retirement benefits expressly provided herein, *EROP* Participants will continue with full employment status with all rights and privileges afforded to employees of the Fire Department and this bargaining unit, including, but not limited to, future promotions, benefit/wage increases, union membership and representation, as well as, retirement system membership and Board representation.

E. EROP BENEFIT

The Participant's *EROP* Benefit shall be the regular monthly retirement benefit to which the Employee would have been entitled if the Employee had actually terminated employment and retired on the *EROP* Date (less the annuity withdrawal reduction as set forth in Subsection F and/or actuarial reductions as a result of the Employee electing an Optional form of benefit under the Plan, if applicable).

The calculation of the Employee's "Average Final Compensation" ("AFC") shall be based upon the contract provisions in effect on the Employee's *EROP* Date and to the extent applicable, shall include all monies which, if the Employee had terminated employment on their *EROP* Date, would have otherwise been included in calculating the Employee's AFC. The City's payment of "separation buyout monies" which have been included in AFC as provided herein and by Article 31, Section 4 of this Agreement shall occur within 60 days of the Employee's effective *EROP* Date (i.e., retirement date). All vacation, sick, compensatory or personal time accruing after a Participant's effective *EROP* Date shall accrue and be governed by the provisions of this Agreement. For an Employee entering the *EROP* after June 30, 2022, the maximum accumulation of vacation hours while the Employee is a participant in the *EROP* is 384 hours for 56-hour employees and 200 hours for 40-hour employees. Unused vacation time at the time of termination of employment will not be paid to any *EROP* Participant (i.e., must be used or is lost), except for vacation time accruing during the period between the employee's last anniversary date and separation from employment date, including any vacation time that would be lost because the

number of days between an employee's anniversary date and date of separation precludes the employee from being able to take the vacation time awarded on the anniversary date. It is expressly understood that the actual amount of "separation buyout monies" included in AFC and paid to the Employee at time of *EROP* election may be different in amount than the "separation buyout monies," if any, paid to the *EROP* Participant at actual termination of employment.

The Participant's *EROP* Benefit shall be credited monthly to the Participant's individual *EROP* Account. A *EROP* Participant may either prior to his or her *EROP* date, or at the time of their termination of employment elect to receive his or her benefit in the form of the Police and Fire Retirement System's Option I or Option II benefit and nominate a named beneficiary in accordance with the Police and Fire Retirement System provisions. A Participant's *EROP* Benefit that is credited monthly in to the Participant's *EROP* Account shall not change during the Participant's *EROP* Participation. A Participant desiring to change his or her form of benefit at termination of employment, must make such election prior to termination and will receive the actuarially computed revised benefit commencing on the Employee's effective date of termination.

The term "spouse" for purposes of survivorship benefit qualification of *EROP* Participants, shall mean: (1) the person to whom the Participant was legally married on the Participant's date of death if such death occurs during *EROP* Participation; or (2) the person to whom the retiree was legally married on both the effective date of termination of employment and the retiree's date of death in the event such death occurs after termination of employment. The definition of "spouse" herein may be amended pursuant to an Eligible Domestic Relations Order entered pursuant to Michigan Public Act 46 of 1991, as amended (MCL §38.1701 et seq.).

#### F. ANNUITY WITHDRAWAL

An Employee who elects to participate in the *EROP* (and correspondingly, ceases to accrue additional retirement benefits otherwise credited to active members of the Police and Fire Retirement System) may elect the Annuity Withdrawal Option provided by the Police and Fire Retirement System at the time of electing *EROP* participation.

Such election shall be made commensurate with the Participant's *EROP* election, but not thereafter, and will be utilized to compute the actuarial reduction of the Participant's *EROP* Benefit, as well as his or her monthly retirement benefit from the Police and Fire Retirement System after termination of employment. If the Participant, pursuant to Subsection F, elects an Optional form of benefit upon termination of employment, the Annuity Withdrawal reduction shall be re-determined and the retiree's monthly retirement benefit adjusted. *EROP* Participants who do not elect the Annuity Withdrawal Option shall have their full unreduced benefit credited to their *EROP* Account.

Subject to IRS rules, the annuity withdrawal amount (accumulated contributions) shall be withdrawn from the Police and Fire Retirement System either at the time of *EROP* election, or at termination of employment, at the election of the *EROP* Participant. All withdrawal provisions and options under the Police and Fire Retirement System which are available to Members shall be available to the *EROP* Participant at such time as he or she elects withdrawal of his or her contributions.

At the time of the Annuity Withdrawal election, if an Employee is electing a straight life form of benefit with no qualifying spouse, the annuity withdrawal reduction computation is based in part upon the actuarial life expectancy of the Employee (rather than the life expectancies of both the Employee and a qualified spouse). There shall be no adjustment to the benefits payable to the EROP Participant upon the Participant's subsequent marriage to a qualifying spouse unless the Participant selects an Optional form of benefit at termination of Employment (Subsection E). In the event such spouse (i.e. qualified after calculation of the annuity withdrawal election) subsequently qualifies for benefits payable by the Plan, said benefits shall not be adjusted based upon the Employee's annuity withdrawal election.

#### G. EROP ACCOUNTS

For each individual *EROP* Participant, an *EROP* Account shall be created in which shall be accumulated at *EROP* Interest the Participant's *EROP* Benefits. All *EROP* Accounts shall be maintained for the benefit of each *EROP* Participant and will be managed by the Retirement Board in the same manner as the primary pension fund. *EROP* Interest for each *EROP* Participant shall be at a fixed rate of 4.0% per annum with interest credited on the first day of each month on the prior month's principal and interest balance.

The Retirement Board shall provide each *EROP* Participant with an annual statement of his or her account activity. The reference to individual *EROP* Accounts shall be interpreted to refer to the accounting records of the Police and Fire Retirement System and not to the actual segregation of moneys in the funds of the Police and Fire Retirement System.

#### H. CONTRIBUTIONS

The Employee's contributions to the Police and Fire Retirement System shall cease as of the Participant's *EROP* Date for each Employee entering the *EROP*. The payroll of *EROP* Participants will be included in the covered compensation upon which regular City contributions to the Police and Fire Retirement System are based. Employer contributions shall be credited to the Retirement System and not to any individual's *EROP* Account.

#### I. DISTRIBUTION OF EROP FUNDS

Upon termination of employment, the former *EROP* Participant must choose one, or a consistent combination, of the following distribution methods to receive payment(s) from his or her individual *EROP* Account:

- 1) A total lump sum distribution to the Participant/recipient;
- 2) A lump sum direct rollover to another qualified plan to the extent allowed by federal law and in accordance with the Retirement Board's rollover procedures.

Lump sum or partial lump sum distributions which would exceed Internal Revenue Code Section 415 limits will not be authorized.

Upon the termination of participation in the *EROP* program, the participant shall be entitled to withdraw 85% of the *EROP* Account balance, including interest. This distribution shall take place no later than sixty (60) days from the date the employee terminates participation in the *EROP*. The fifteen (15%) percent remaining balance in the *EROP* Account shall be forfeited to the Police Fire Pension System to help offset any costs or Unfunded Accrued Liability of the Sterling Heights Police/Fire Pension system.

Any and all distributions from the Participant's *EROP* Account shall not be subject to offset by any workers' compensation wage loss payments received by the Participant, including any redemption amounts.

J. DEATH DURING EROP PARTICIPATION

Except as otherwise provided in Subsection L, if a *EROP* Participant dies either before full retirement (i.e., before termination of service), or during full retirement (i.e., after termination of service), but before the *EROP* account balance has been fully paid out, the Participant's designated beneficiary or beneficiaries shall receive the remaining balance in the Participant's *EROP* Account in the manner in which they elect from the previously mentioned distribution methods (Subsection I). In the event the Participant has failed to name a beneficiary, the *EROP* account balance shall be payable to the Participant's beneficiary of benefits from the Police and Fire Retirement System. If there is no such beneficiary, the *EROP* account balance shall be paid in a lump sum to the Participant's estate. Benefits payable from the Police and Fire Retirement System shall be determined as if the *EROP* Participant had separated from service on the day prior to his or her date of death.

K. DISABILITY DURING EROP PARTICIPATION

Except as otherwise provided in Subsection L, in the event a *EROP* Participant becomes totally and permanently disabled from further performance of duty as a fire fighter in accordance with the provisions of the Police and Fire Retirement System, the Participant's participation in the *EROP* shall cease and the member shall receive such benefits as if the Participant had retired and terminated employment during the Participation Period.

Application and determination of disability shall be conducted in accordance with the Police and Fire Retirement System provisions; however, the Participant shall not be eligible for disability benefits from the Police and Fire Retirement System, except as specifically provided in Subsection L.

L. SPECIAL PROVISION FOR DUTY DISABILITY AND DUTY DEATH

A *EROP* Participant who is found by the Retirement Board, in accordance with Retirement System provisions, to be totally and permanently incapacitated for duty by reason of a personal injury or disease occurring as the natural and proximate result of causes arising out of and in the course of the Employee's employment with the City, may retroactively revoke the Participant's *EROP* election if the revocation occurs before the payment of a distribution to the Employee from the

Participant's *EROP* account or payment of disability or retirement benefits to the Employee from the Retirement System.

If a *EROP* Participant dies in the line of duty while in the employ of the City, the *EROP* Participant's eligible survivors (i.e., survivors qualified under Section 6(2) of Public Act 345 of 1937, as amended, and the Participant's applicable collective bargaining agreement) and the Participant's eligible *EROP* beneficiary or beneficiaries may, by unanimous agreement, retroactively revoke the Participant's *EROP* election if the revocation occurs within 90 days of Participant's date of death and before payment of a distribution from the Participant's *EROP* Account or payment of benefits from the Police and Fire Retirement System.

If a *EROP* election revocation is made as prescribed by this Subsection, the Participant's *EROP* Account is not distributed and the Participant, or the Participant's beneficiary or beneficiaries as applicable, is entitled to all benefits provided by the Police and Fire Retirement System as if a *EROP* election had not been made. In the event of revocation of *EROP* Participation as provided herein, there shall be no requirement for retroactive payment of employee contributions which would otherwise have been paid by the Employee to the Retirement System and the Employee shall receive service credit for all service rendered during *EROP* Participation or as otherwise provided in the applicable collective bargaining agreement.

M. INTERNAL REVENUE CODE COMPLIANCE

The *EROP* is intended to operate in accordance with Section 415 and other applicable laws and regulations contained within the Internal Revenue Code of the United States. Any provision of the *EROP*, or portion thereof, that is found by the Retirement Board to be in conflict with an applicable provision of the Internal Revenue Code of the United States is hereby declared null and void, subject to Article 43 of the collective bargaining agreement.

The *EROP* Account herein discussed shall be established as part of the Defined Benefit Plan of the Retirement System or such other plan as the Retirement Board and the Fire Fighters Association Local 1557 shall agree upon (i.e., I.R.C. Section 415(m) benefit plan) after consultation with appropriate legal counsel.

APPENDIX F

Simply Blue 2000 High Deductible Plan



A nonprofit corporation and independent licensee  
of the Blue Cross and Blue Shield Association

## CITY OF STERLING HEIGHTS 0070060750045 - 09BYW Effective Date: 08/31/2022

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible and/or copay. For a complete description of benefits please see the applicable BCBSM certificates and riders, if your group is underwritten. If your group is self-funded, please see any other plan documents your group uses. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

**Preauthorization for Specialty Services** - Services listed in this BAAG are covered when provided in accordance with Certificate requirements and, when required, are preauthorized or approved by BCBSM except in an emergency.

**Note:** A list of services that require approval **before** they are provided is available online at [bcbsm.com/importantinfo](http://bcbsm.com/importantinfo). Select **Approving covered services**.

Pricing information for various procedures by in-network providers can be obtained by calling the customer service number listed on the back of your BCBSM ID card and providing the procedure code. Your provider can also provide this information upon request.

**Preauthorization for Specialty Pharmaceuticals** - BCBSM will pay for FDA-approved specialty pharmaceuticals that meet BCBSM's medical policy criteria for treatment of the condition. The prescribing physician must contact BCBSM to request preauthorization of the drugs. **If preauthorization is not sought, BCBSM will deny the claim and all charges will be the member's responsibility.**

Specialty pharmaceuticals are biotech drugs including high cost infused, injectable, oral and other drugs related to specialty disease categories or other categories. BCBSM determines which specific drugs are payable. This may include medications to treat asthma, rheumatoid arthritis, multiple sclerosis, and many other diseases as well as chemotherapy drugs used in the treatment of cancer, but excludes injectable insulin.

Blue Cross provides administrative claims services only. Your employer or plan sponsor is financially responsible for claims.

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Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association.

Services from a provider for which there is no Michigan PPO network and services from an out-of-network provider in a geographic area of Michigan deemed a "low access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.



## Eligibility Information

Member	Eligibility Criteria
Dependents	<ul style="list-style-type: none"> <li>Subscriber's legal spouse</li> <li><b>Dependent children:</b> related to you by birth, marriage, legal adoption or legal guardianship; eligible for coverage through the last day of the month the dependent turns age 26</li> </ul>
Sponsored dependents	<ul style="list-style-type: none"> <li>Dependents of the subscriber related by blood, marriage or legal adoption, over age 19 and not eligible as a dependent under the provisions of the subscriber's contract, provided the dependent meets all eligibility requirements. The subscriber is responsible for paying the cost of this coverage.</li> </ul>

## Member's responsibility (deductibles, copays, coinsurance and dollar maximums)

**Note:** If an in-network provider refers you to an out-of-network provider, all covered services obtained from that out-of-network provider will be subject to applicable out-of-network cost-sharing.

Benefits	In-network	Out-of-network
<b>Deductibles</b>  <b>Note:</b> Your deductible <b>combines</b> deductible amounts paid under your Simply Blue HSA medical coverage and your Simply Blue prescription drug coverage.  <b>Note:</b> The full family deductible <b>must</b> be met under a two-person or family contract before benefits are paid for any person on the contract.	\$2,000 for a one-person contract \$4,000 for a family contract (two or more members) each calendar year <b>(no 4th quarter carry-over)</b>	\$4,000 for a one-person contract \$8,000 for a family contract (two or more members) each calendar year <b>(no 4th quarter carry-over)</b>
<b>Flat-dollar copays</b>	See "Prescription Drugs" section	See "Prescription Drugs" section
<b>Coinsurance amounts (percent copays)</b>  <b>Note:</b> Coinsurance amounts apply once the deductible has been met.	None	20% of approved amount for most covered services
<b>Annual out-of-pocket maximums</b> -applies to deductibles and coinsurance amounts for all covered services - including prescription drug cost-sharing amounts	\$3,000 for a one-person contract \$6,000 for a family contract (two or more members) each calendar year	\$6,000 for a one-person contract \$12,000 for a family contract (two or more members) each calendar year
<b>Lifetime dollar maximum</b>	None	

## Preventive care services

Benefits	In-network	Out-of-network
Health maintenance exam-includes chest x-ray, EKG, cholesterol screening and other select lab procedures	100% (no deductible or copay/coinsurance), one per member per calendar year  <b>Note:</b> Additional well-women visits may be allowed based on medical necessity.	Not covered
Gynecological exam	100% (no deductible or copay/coinsurance), one per member per calendar year  <b>Note:</b> Additional well-women visits may be allowed based on medical necessity.	Not covered

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Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association. Services from a provider for which there is no Michigan PPO network and services from an out-of-network provider in a geographic area of Michigan deemed a "low access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.



Benefits	In-network	Out-of-network
Pap smear screening- laboratory and pathology services	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Voluntary sterilizations for females	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Prescription contraceptive devices-includes insertion and removal of an intrauterine device by a licensed physician	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Contraceptive injections	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Well-baby and child care visits	100% (no deductible or copay/coinsurance) <ul style="list-style-type: none"> <li>8 visits, birth through 12 months</li> <li>6 visits, 13 months through 23 months</li> <li>6 visits, 24 months through 35 months</li> <li>2 visits, 36 months through 47 months</li> <li>Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit</li> </ul>	Not covered
Adult and childhood preventive services and immunizations as recommended by the USPSTF, ACIP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the Patient Protection and Affordable Care Act	100% (no deductible or copay/coinsurance)	Not covered
Fecal occult blood screening	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Flexible sigmoidoscopy exam	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Prostate specific antigen (PSA) screening	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Routine mammogram and related reading	100% (no deductible or copay/coinsurance) <p><b>Note:</b> Subsequent medically necessary mammograms performed during the <b>same</b> calendar year are subject to your deductible and coinsurance, if applicable.</p>	80% after out-of-network deductible <p><b>Note:</b> Out-of-network readings and interpretations are payable only when the screening mammogram itself is performed by an in-network provider.</p>
		One per member per calendar year
Routine screening colonoscopy	100% (no deductible or copay/coinsurance) for routine colonoscopy <p><b>Note:</b> Medically necessary colonoscopies performed during the <b>same</b> calendar year are subject to your deductible and coinsurance, if applicable.</p>	80% after out-of-network deductible
		One routine colonoscopy per member per calendar year

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## Physician office services

Benefits	In-network	Out-of-network
Office visits - must be medically necessary	100% after in-network deductible	80% after out-of-network deductible
Online visits - by physician must be medically necessary	100% after in-network deductible	80% after out-of-network deductible
<b>Note:</b> Online visits by a vendor are not covered.		
Employer on-site clinic	100% after in-network deductible	Not covered
Outpatient and home medical care visits - must be medically necessary	100% after in-network deductible	80% after out-of-network deductible
Office consultations - must be medically necessary	100% after in-network deductible	80% after out-of-network deductible
Urgent care visits - must be medically necessary	100% after in-network deductible	80% after out-of-network deductible

## Emergency medical care

Benefits	In-network	Out-of-network
Hospital emergency room	100% after in-network deductible	100% after in-network deductible
Ambulance services - must be medically necessary	100% after in-network deductible	100% after in-network deductible

## Diagnostic services

Benefits	In-network	Out-of-network
Laboratory and pathology services	100% after in-network deductible	80% after out-of-network deductible
Diagnostic tests and x-rays	100% after in-network deductible	80% after out-of-network deductible
Therapeutic radiology	100% after in-network deductible	80% after out-of-network deductible

## Maternity services provided by a physician or certified nurse midwife

Benefits	In-network	Out-of-network
Prenatal care visits	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Postnatal care	100% after in-network deductible	80% after out-of-network deductible
Delivery and nursery care	100% after in-network deductible	80% after out-of-network deductible

## Hospital care

Benefits	In-network	Out-of-network
Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies	100% after in-network deductible	80% after out-of-network deductible

Unlimited days

**Note:** Nonemergency services must be rendered in a participating hospital.

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Benefits	In-network	Out-of-network
Inpatient consultations	100% after in-network deductible	80% after out-of-network deductible
Chemotherapy	100% after in-network deductible	80% after out-of-network deductible

## Alternatives to hospital care

Benefits	In-network	Out-of-network
Skilled nursing care- must be in a <b>participating</b> skilled nursing facility	100% after in-network deductible Limited to a maximum of 90 days per member per calendar year	100% after in-network deductible
Hospice care	100% after in-network deductible Up to 28 pre-hospice counseling visits before electing hospice services; when elected, four 90-day periods-provided through a <b>participating</b> hospice program <b>only</b> ; limited to dollar maximum that is reviewed and adjusted periodically (after reaching dollar maximum, member transitions into individual case management)	100% after in-network deductible
Home health care: <ul style="list-style-type: none"> <li>• must be medically necessary</li> <li>• must be provided by a <b>participating</b> home health care agency</li> </ul>	100% after in-network deductible	100% after in-network deductible
Infusion therapy: <ul style="list-style-type: none"> <li>• must be medically necessary</li> <li>• must be given by a <b>participating</b> Home Infusion Therapy (HIT) provider or in a <b>participating</b> freestanding Ambulatory Infusion Center (AIC)</li> <li>• may use drugs that require preauthorization-consult with your doctor</li> </ul>	100% after in-network deductible	100% after in-network deductible

## Surgical services

Benefits	In-network	Out-of-network
Surgery-includes related surgical services and medically necessary facility services by a <b>participating</b> ambulatory surgery facility	100% after in-network deductible	80% after out-of-network deductible
Presurgical consultations	100% after in-network deductible	80% after out-of-network deductible
Voluntary sterilization for males	100% after in-network deductible	80% after out-of-network deductible
<b>Note:</b> For voluntary sterilizations for females, see " <b>Preventive care services.</b> "		
Voluntary abortions	100% after in-network deductible	80% after out-of-network deductible

## Human organ transplants

Benefits	In-network	Out-of-network
Specified human organ transplants - must be in a <b>designated</b> facility and coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% after in-network deductible	100% after in-network deductible -in designated facilities <b>only</b>
Bone marrow transplants-must be coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% after in-network deductible	80% after out-of-network deductible

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Benefits	In-network	Out-of-network
Specified oncology clinical trials	100% after in-network deductible	80% after out-of-network deductible
<b>Note:</b> BCBSM covers clinical trials in compliance with PPACA.		
Kidney, cornea and skin transplants	100% after in-network deductible	80% after out-of-network deductible

## Behavioral Health Services (Mental Health and Substance Use Disorder)

Benefits	In-network	Out-of-network
Inpatient mental health care and inpatient substance treatment	100% after in-network deductible	80% after out-of-network deductible
		Unlimited days
Residential psychiatric treatment facility:	100% after in-network deductible	80% after out-of-network deductible
<ul style="list-style-type: none"> <li>covered mental health services <b>must</b> be performed in a residential psychiatric treatment facility</li> <li>Treatment must be preauthorized</li> <li>subject to medical criteria</li> </ul>		
Outpatient mental health care:		
<ul style="list-style-type: none"> <li>Facility and clinic</li> </ul>	100% after in-network deductible	100% after in-network deductible in participating facilities <b>only</b>
<ul style="list-style-type: none"> <li>Online visits</li> </ul>	100% after in-network deductible	80% after out-of-network deductible
<ul style="list-style-type: none"> <li>Physician's office</li> </ul>	100% after in-network deductible	80% after out-of-network deductible
<b>Note:</b> Online visits by a vendor are not covered.		
Outpatient substance use disorder treatment-in approved facilities only	100% after in-network deductible	80% after out-of-network deductible (in-network cost-sharing will apply if there is no PPO network)

## Autism spectrum disorders, diagnoses and treatment

Benefits	In-network	Out-of-network
Applied behavior analysis (ABA) treatment - when rendered by an approved licensed behavior analyst - subject to preauthorization	100% after in-network deductible	100% after in-network deductible
<b>Note:</b> Diagnosis of an autism spectrum disorder and a treatment recommendation for ABA services must be obtained by a BCBSM approved autism evaluation center (AAEC) prior to seeking ABA treatment.		
Outpatient physical therapy, speech therapy, occupational therapy, nutritional counseling for autism spectrum disorder	100% after in-network deductible	80% after out-of-network deductible
		Physical, speech and occupational therapy <b>with an autism diagnosis</b> is unlimited
Other covered services, including mental health services, for autism spectrum disorder	100% after in-network deductible	80% after out-of-network deductible

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## Other covered services

Benefits	In-network	Out-of-network
Outpatient Diabetes Management Program (ODMP)	100% after in-network deductible	80% after out-of-network deductible
<p><b>Note:</b> Screening services required under the provisions of PPACA are covered at 100% of approved amount with no in-network cost-sharing when rendered by an in-network provider.</p> <p><b>Note:</b> When you purchase your diabetic supplies via mail order you will lower your out-of-pocket costs.</p>		
Allergy testing and therapy	100% after in-network deductible	80% after out-of-network deductible
Chiropractic spinal manipulation and osteopathic manipulative therapy	100% after in-network deductible	80% after out-of-network deductible
	Limited to a combined 12-visit maximum per member per calendar year	
Outpatient physical, speech and occupational therapy-provided for rehabilitation	100% after in-network deductible	80% after out-of-network deductible
		<p><b>Note:</b> Services at nonparticipating outpatient physical therapy facilities are not covered.</p>
		Limited to a combined 30-visit maximum per member per calendar year
Durable medical equipment	100% after in-network deductible	100% after in-network deductible
<p><b>Note:</b> DME items required under the preventive benefit provisions of PPACA are covered at 100% of approved amount with no in-network cost-sharing when rendered by an in-network provider. For a list of preventive DME items that PPACA requires to be covered at 100%, call BCBSM.</p>		
Prosthetic and orthotic appliances	100% after in-network deductible	100% after in-network deductible
Private duty nursing care	100% after in-network deductible	100% after in-network deductible

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## Simply Blue HSA with Prescription Drugs

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible and/or copay/coinsurance. For a complete description of benefits please see the applicable BCBSM certificates and riders, if your group is underwritten or any other plan documents your group uses, if your group is self-funded. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

**Specialty Pharmaceutical Drugs** - The mail order pharmacy for **specialty drugs** is AllianceRx Walgreens Prime, an independent company. Specialty prescription drugs (such as Enbrel® and Humira®) are used to treat complex conditions such as rheumatoid arthritis, multiple sclerosis and cancer. These drugs require special handling, administration or monitoring. AllianceRx Walgreens Prime will handle mail order prescriptions only for specialty drugs while many in-network retail pharmacies will continue to dispense specialty drugs (check with your local pharmacy for availability). Other mail order prescription medications can continue to be sent to the OptumRx home delivery pharmacy. (OptumRx is an independent company providing pharmacy benefit services for Blues members.) A list of specialty drugs is available on our Web site at [bcbsm.com/pharmacy](http://bcbsm.com/pharmacy). If you have any questions, please call AllianceRx Walgreens Prime customer service at 1-866-515-1355.

We will not pay for more than a 30-day supply of a covered prescription drug that BCBSM defines as a "specialty pharmaceutical" whether or not the drug is obtained from a 90-Day Retail Network provider or mail-order provider. We may make exceptions if a member requires more than a 30-day supply. BCBSM reserves the right to limit the quantity of select specialty drugs to no more than a 15-day supply for each fill. Your copay/coinsurance will be reduced by one-half for each fill once applicable deductibles have been met.

**Select Controlled Substance Drugs** - BCBSM will limit the initial fill of select controlled substances to a 5-day supply. Additional fills for these medications will be limited to no more than a 30-day supply. The controlled substances affected by this prescription drug requirement are available online at [bcbsm.com/pharmacy](http://bcbsm.com/pharmacy).

## Member's responsibility (copays and coinsurance amounts)

Your Simply Blue HSA prescription drug benefits, including mail order drugs, are subject to the same deductible and same annual out-of-pocket maximum required under your Simply Blue HSA medical coverage. Benefits are not payable until you have met the Simply Blue HSA annual deductible. After you have satisfied the deductible you are required to pay applicable prescription drug copays and coinsurance amounts which are subject to your annual out-of-pocket maximums.

**Note:** The following prescription drug expenses will not apply to your Simply Blue HSA deductible or annual out-of-pocket maximum

- any difference between the Maximum Allowable Cost and BCBSM's approved amount for a covered brand-name drug
- the 20% member liability for covered drugs obtained from an out-of-network pharmacy

Benefits		90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
Tier 1 - Generic or select prescribed over-the-counter drugs	1 to 30-day period	After deductible is met, you pay \$5 copay	After deductible is met, you pay \$5 copay	After deductible is met, you pay \$5 copay	After deductible is met, you pay \$5 copay plus an additional 20% of the BCBSM approved amount
	31 to 83-day period	No coverage	After deductible is met, you pay \$10 copay	No coverage	No coverage
	84 to 90-day period	After deductible is met, you pay \$10 copay	After deductible is met, you pay \$10 copay	No coverage	No coverage
Tier 2 - Preferred brand-name drugs	1 to 30-day period	After deductible is met, you pay \$25 copay	After deductible is met, you pay \$25 copay	After deductible is met, you pay \$25 copay	After deductible is met, you pay \$25 copay plus an additional 20% of the BCBSM approved amount
	31 to 83-day period	No coverage	After deductible is met, you pay \$50 copay	No coverage	No coverage
	84 to 90-day period	After deductible is met, you pay \$50 copay	After deductible is met, you pay \$50 copay	No coverage	No coverage
Tier 3 - Nonpreferred brand-name drugs	1 to 30-day period	After deductible is met, you pay \$50 copay	After deductible is met, you pay \$50 copay	After deductible is met, you pay \$50 copay	After deductible is met, you pay \$50 copay plus an additional 20% of the BCBSM approved amount

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Benefits	90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
31 to 83-day period	No coverage	After deductible is met, you pay \$100 copay	No coverage	No coverage
84 to 90-day period	After deductible is met, you pay \$100 copay	After deductible is met, you pay \$100 copay	No coverage	No coverage

**Note:** Over-the-counter (OTC) drugs are drugs that do not require a prescription under federal law. They are identified by BCBSM as select prescription drugs. A prescription for the select OTC drug is required from the member's physician. In some cases, over-the-counter drugs may need to be tried before BCBSM will approve use of other drugs. \* BCBSM will not pay for drugs obtained from out-of-network mail order providers, including Internet providers.

Covered services				
Benefits	90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
FDA-approved drugs	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance plus an additional 20% prescription drug out-of-network penalty
Prescribed over-the-counter drugs - when covered by BCBSM	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance plus an additional 20% prescription drug out-of-network penalty
State-controlled drugs	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance plus an additional 20% prescription drug out-of-network penalty
FDA-approved <b>generic</b> and <b>select brand-name</b> prescription preventive drugs, supplements and vitamins as required by PPACA	100% of approved amount	100% of approved amount	100% of approved amount	80% of approved amount
Other FDA-approved <b>brand-name</b> prescription preventive drugs, supplements and vitamins as required by PPACA	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance plus an additional 20% prescription drug out-of-network penalty
Adult and childhood select preventive immunizations as recommended by the USPSTF, ACIP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the Patient Protection and Affordable Care Act	100% of approved amount	No coverage	100% of approved amount	80% of approved amount

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Benefits	90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
FDA-approved <b>generic</b> and <b>select brand-name</b> prescription contraceptive medication (non-self-administered drugs are not covered)	100% of approved amount	100% of approved amount	100% of approved amount	80% of approved amount
Other FDA-approved <b>brand-name</b> prescription contraceptive medication (non-self-administered drugs are not covered)	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance <b>plus</b> an additional 20% prescription drug out-of-network penalty
Disposable needles and syringes - when dispensed with insulin or other covered injectable legend drugs	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance for the insulin or other covered injectable legend drug	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance for the insulin or other covered injectable legend drug	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance for the insulin or other covered injectable legend drug	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance <b>plus</b> an additional 20% prescription drug out-of-network penalty for insulin or other covered injectable legend drug
<b>Note:</b> Needles and syringes have no copay/coinsurance.				
Select diabetic supplies and devices (test strips, lancets and glucometers)	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance <b>plus</b> an additional 20% prescription drug out-of-network penalty
For a list of diabetic supplies available under the pharmacy benefit refer to your BCBSM drug list at <a href="http://BCBSM.com/pharmacy">BCBSM.com/pharmacy</a> .				

\* BCBSM will not pay for drugs obtained from out-of-network mail order providers, including Internet providers.

## Features of your prescription drug plan

Custom Drug List	<p>A continually updated list of FDA-approved medications that represent each therapeutic class. The drugs on the list are chosen by the BCBSM Pharmacy and Therapeutics Committee for their effectiveness, safety, uniqueness and cost efficiency. The goal of the drug list is to provide members with the greatest therapeutic value at the lowest possible cost.</p> <ul style="list-style-type: none"> <li>• <b>Tier 1 (generic)</b> - Tier 1 includes generic drugs made with the same active ingredients, available in the same strengths and dosage forms, and administered in the same way as equivalent brand-name drugs. They also require the lowest copay/coinsurance, making them the most cost-effective option for the treatment.</li> <li>• <b>Tier 2 (preferred brand)</b> - Tier 2 includes brand-name drugs from the Custom Drug List. Preferred brand name drugs are also safe and effective, but require a higher copay/coinsurance.</li> <li>• <b>Tier 3 (nonpreferred brand)</b> - Tier 3 contains brand-name drugs not included in Tier 2. These drugs may not have a proven record for safety or as high of a clinical value as Tier 1 or Tier 2 drugs. Members pay the highest copay/coinsurance for these drugs.</li> </ul>
Prior authorization/step therapy	<p>A process that requires a physician to obtain approval from BCBSM <b>before</b> select prescription drugs (drugs identified by BCBSM as requiring preauthorization) will be covered. <b>Step Therapy</b>, an initial step in the "Prior Authorization" process, applies criteria to select drugs to determine if a less costly prescription drug may be used for the same drug therapy. Some over-the-counter medications may be covered under step therapy guidelines. This also applies to mail order drugs. Claims that do not meet Step Therapy criteria require preauthorization. Details about which drugs require preauthorization or step therapy are available online site at <a href="http://bcbsm.com/pharmacy">bcbsm.com/pharmacy</a>.</p>
Maximum allowable cost drugs	<p>When an in-network pharmacy fills a prescription with a MAC drug, we will pay the pharmacy the maximum allowable cost of the drug after minus your cost share.</p>
Quantity limits	<p>To stay consistent with FDA approved labeling for drugs, some medications may have quantity limits.</p>

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## Dental Coverage

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**Coverage determination:** Claims are subject to dental necessity verification and availability of dental benefits when they are processed, as well as the terms and conditions of the applicable BCBSM certificates and riders.

### Network access information

With Blue Dental PPO, members can choose any licensed dentist anywhere. However, they'll save the most money when they choose a dentist who is a member of the Blue Dental PPO network.

**Blue Dental PPO network-** Blue Dental members have unmatched access to PPO (in-network) dentists through the Blue Dental PPO network, which offers more than 535,000 dentist locations\* nationwide. PPO dentists agree to accept our approved amount as full payment for covered services, and members pay only their applicable coinsurance and deductible amounts. Members also receive discounts on noncovered services when they use PPO dentists (in states where permitted by law). To find a PPO dentist near you, please visit [mibluedentist.com](http://mibluedentist.com) or call 1-888-826-8152.

\*A dentist location is any place a member can see a dentist to receive high-quality dental care. For example, one dentist practicing in two offices is two dentist locations.

**Blue Par Select<sup>SM</sup> arrangement-** Most non-PPO(out-of-network) dentists accept our Blue Par Select arrangement, which means they participate with the Blues on a "per claim" basis. Members should ask their dentists if they participate with BCBSM before every treatment. Blue Par Select dentists accept our approved amount as full payment for covered services, and members pay only applicable coinsurance and deductibles. To find a dentist who may participate with BCBSM, please visit [mibluedentist.com](http://mibluedentist.com).

**Note:** Members who go to nonparticipating dentists are responsible for any difference between our approved amount and the dentist's charge.

## Eligibility information

Member	Eligibility Criteria
Dependents	<ul style="list-style-type: none"> <li>Subscriber's legal spouse</li> <li><b>Unmarried</b> dependent children: related to you by birth, marriage, legal adoption or legal guardianship, eligible for dental coverage through the last day of the month the dependent turns age 26, provided all eligibility requirements are met</li> </ul>

## Member's responsibility (deductible, coinsurance and dollar maximums)

Benefits	In-network	Out-of-network
Deductible	None	None
Coinsurance (percentage of BCBSM's approved amount for covered services)	None (covered at 100%)	25%
<ul style="list-style-type: none"> <li>Class I services</li> <li>Class II services</li> </ul>	None (covered at 100%)	25%
<ul style="list-style-type: none"> <li>Class III services</li> <li>Class IV services</li> </ul>	None (covered at 100%)	25%
Dollar maximums	\$1,000 per member per calendar year	
<ul style="list-style-type: none"> <li>Annual maximum for Class I, II and III services</li> <li>Lifetime maximum for Class IV services</li> </ul>	\$2,000 per member	

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## Class I services

Benefits	In-network	Out-of-network
Oral exams	100% of approved amount	75% of approved amount
<b>Note:</b> Twice per calendar year		
A set (up to 4 films) of bitewing x-rays	100% of approved amount	75% of approved amount
<b>Note:</b> Twice per calendar year		
Panoramic or full-mouth x-rays	100% of approved amount	75% of approved amount
<b>Note:</b> Once every 60 months		
Prophylaxis (cleaning)	100% of approved amount	75% of approved amount
<b>Note:</b> Twice per calendar year		
Sealants - for members age 19 and younger	100% of approved amount	75% of approved amount
<b>Note:</b> Once per tooth in any 36 consecutive months when applied to the first and second permanent molars		
Emergency palliative treatment	100% of approved amount	75% of approved amount
Fluoride treatments	100% of approved amount	75% of approved amount
<b>Note:</b> Two per calendar year		
Space maintainers - missing posterior (back) primary teeth - for members 18 and younger	100% of approved amount	75% of approved amount
<b>Note:</b> Once per quadrant per lifetime		

## Class II services

Benefits	In-network	Out-of-network
Fillings - permanent (adult) teeth	100% of approved amount	75% of approved amount
<b>Note:</b> Replacement fillings covered after 24 months or more after initial filling		
Fillings - primary (child) teeth	100% of approved amount	75% of approved amount
<b>Note:</b> Replacement fillings covered after 12 months or more after initial filling		
Crowns, onlays, inlays, and veneer restorations - permanent teeth - for members age 12 and older	100% of approved amount	75% of approved amount
<b>Note:</b> Once every 60 months per tooth		
Recementation of crowns, veneers, inlays, onlays and bridges	100% of approved amount	75% of approved amount
<b>Note:</b> Three times per tooth per calendar year after six months from original restoration		
Oral surgery	100% of approved amount	75% of approved amount
Root canal treatment	100% of approved amount	75% of approved amount
<b>Note:</b> Once per tooth per lifetime; retreatment of previous root canal therapy (after 12 months from the date of the original therapy) once per tooth per lifetime.		
Scaling and root planing	100% of approved amount	75% of approved amount
<b>Note:</b> Once every 24 months per quadrant		

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Benefits	In-network	Out-of-network
Limited occlusal adjustments	100% of approved amount	75% of approved amount
<b>Note:</b> Limited occlusal adjustments covered up to five times in any 60 consecutive months		
Occlusal biteguards	100% of approved amount	75% of approved amount
<b>Note:</b> Once every 12 months		
General anesthesia or IV sedation	100% of approved amount	75% of approved amount
<b>Note:</b> When medically necessary and performed with oral surgery		
Repairs and adjustments of a partial or complete denture	100% of approved amount	75% of approved amount
<b>Note:</b> Six months or more after denture is delivered		
Relining or rebasing of a partial or complete denture	100% of approved amount	75% of approved amount
<b>Note:</b> Once per arch in any 36 consecutive months		
Tissue conditioning	100% of approved amount	75% of approved amount
<b>Note:</b> Once per arch in any 36 consecutive months		

Class III services		
Benefits	In-network	Out-of-network
Removable dentures (complete and partial)	100% of approved amount	75% of approved amount
<b>Note:</b> Once every 60 months		
Bridges (fixed partial dentures) - for members age 16 and older	100% of approved amount	75% of approved amount
<b>Note:</b> Once every 60 months		
Endosteal implants - for members age 16 or older who are covered at the time of the actual implant placement	100% of approved amount	75% of approved amount
<b>Note:</b> Once per tooth per lifetime when implant placement is for teeth numbered 2 through 15 and 18 through 31		

Class IV services - Orthodontic services for dependents under age 19		
Benefits	In-network	Out-of-network
Minor treatment for tooth guidance appliances	50% of approved amount	50% of approved amount
Minor treatment to control harmful habits	50% of approved amount	50% of approved amount
Interceptive and comprehensive orthodontic treatment	50% of approved amount	50% of approved amount
Post-treatment stabilization	50% of approved amount	50% of approved amount
Cephalometric film (skull) and diagnostic photos	50% of approved amount	50% of approved amount

**Note:** For non-urgent, complex or expensive dental treatment such as crowns, bridges or dentures, members should encourage their dentist to submit the claim to Blue Cross for predetermination *before* treatment begins.

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APPENDIX G

Memorandums of Agreement

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF STERLING HEIGHTS (City)

AND

LOCAL NO. 1557 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, A/K/A STERLING HEIGHTS FIREFIGHTERS UNION (Union)

The City and Union agree to the following terms and conditions:

The wage tables included as Appendix A to the 2022 – 2025 CBA reflect an agreement between the City and Union to establish a new starting wage (START) for the “Firefighter” and “Firefighter – ALS” job classifications effective July 1, 2022 that previously would have been paid to the employee at the Six Month step.

In order to ensure equity with existing employees hired prior to July 1, 2022, the City and the Union agree that the following employees, only, will be advanced to the following wages as of July 1, 2022:


<u>Employee No.</u>	<u>New Wages as of July 1, 2022</u>
6245	\$52,858 Annually / \$18.1522 Hourly)
6248	\$56,029 Annually / \$19.2412 Hourly)
6249	\$56,029 Annually / \$19.2412 Hourly)
6250	\$56,029 Annually / \$19.2412 Hourly)
6340	\$51,179 Annually / \$17.5752 Hourly)
6341	\$54,249 Annually / \$18.6296 Hourly)
6342	\$51,179 Annually / \$17.5752 Hourly)
6343	\$51,179 Annually / \$17.5752 Hourly)
6344	\$54,249 Annually / \$18.6296 Hourly)

There is no retroactive pay prior to July 1, 2022 based upon the new wages being granted. After July 1, 2022, progression through the steps for the above-listed employees will be based on the new wages, but at the existing six months intervals established by their respective hire dates (i.e., hire dates will not be reset to July 1<sup>st</sup> for purposes of advancing to the next step). The new wages/steps being provided by this MOU do not affect an employee’s seniority as determined in accordance with Article 7 of the CBA.

The City and Union acknowledge and agree that this MOU is nonrenewable. The terms and conditions of this MOU do not establish past practice or precedence for any future related

situation, for either party, nor shall it be used as evidence in any grievance arbitration, interest arbitration or other proceeding.

FOR THE CITY OF STERLING HEIGHTS

  
\_\_\_\_\_  
Michael C. Taylor, Mayor


  
\_\_\_\_\_  
Melanie Ryska, City Clerk

Date: 09-06-2022

FOR THE UNION

  
\_\_\_\_\_  
Michael Amormino, President

  
\_\_\_\_\_  
Brad Bachor, Vice President

  
\_\_\_\_\_  
Ryan Sears, Treasurer

  
\_\_\_\_\_  
Lance Stevens, Secretary

Date: 9-14-2022

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF STERLING HEIGHTS (City)

AND

LOCAL NO. 1557 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, A/K/A STERLING HEIGHTS FIREFIGHTERS UNION (Union)

The City and Union agree to the following one-time payment as a supplement to the Salary and Wages benefits set forth in Article 23 of the 2022 – 2025 Collective Bargaining Agreement (CBA) according to the terms and conditions stated:

The City will pay each member of the Union \$1,000 as hazard pay in recognition of their job performance during the on-going public health crisis created by COVID-19.

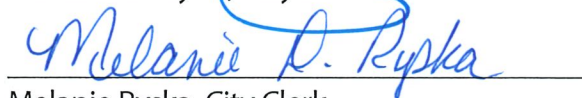
The hazard pay will be paid in September 2022 to all members employed by the City as of the date of payment, only. There is no retroactive application of the hazard pay for members who have separated from employment from the City prior to the date of payment and members hired subsequent to the payment date are not entitled to the hazard pay pursuant to this MOU. The hazard pay is subject to all applicable payroll taxes and deductions normally applicable to salary and wages payable to members.

The City and Union acknowledge and agree that this MOU is nonrenewable. The terms and conditions of this MOU do not establish past practice or precedence for any future related situation, for either party, nor shall it be used as evidence in any grievance arbitration, interest arbitration or other proceeding.

FOR THE CITY OF STERLING HEIGHTS



Michael C. Taylor, Mayor



Melanie Ryska, City Clerk

Date: 09-06-2022

FOR THE UNION



Michael Amormino, President



Brad Bachor, Vice President



Ryan Sears, Treasurer



Lance Stevens, Secretary

Date: 9-14-2022