

Collective Bargaining Agreement

between

Cedar Area Fire Board



and

Cedar Professional Firefighters Union

L-4953



Effective: February 24, 2019 – February 24, 2022

Table of Contents

Preamble	Page 4
Recognition	Page 4
Membership	Page 4
Management Rights	Page 5
Grievance Procedure	Page 6
Maintenance of Conditions	Page 7
Strike – Lockout	Page 7
Union Activity	Page 7-8
Evergreen Clause	Page 8
Work Hours/Schedules	Page 8
Overtime	Page 8-9
Trade Time	Page 9
Seniority	Page 9-10
Personal/Sick Leave	Page 10-12
Vacation	Page 12-13
Bereavement	Page 13-14
Holidays	Page 14
Hospitalization Insurance	Page 14-15
Retirement & Disability	Page 16
Savings Clause	Page 16
Personal Records	Page 16

Table of Contents

Court Appearances	Page 17
Military Leave	Page 17
Physical Fitness	Page 17
Duration	Page 18
Wages	Page 18
Training	Page 18
Uniform	Page 18-20
Promotions	Page 20
Discipline and Discharge	Page 2-21
Signatures	Page 21
Appendix A – Wage Scale / Longevity/Stipends	Page 22
Appendix B – Seniority List	Page 23
Appendix C – Life and AD&D	Page 24

THIS AGREEMENT, entered into this Feb 24 day of 2019, by and between the Cedar Area Fire Board, hereinafter referred to as the "Board/Employer", and the International Association of Fire Fighters, who have named the Cedar Professional Firefighters Union L-4953, hereinafter referred to as the "Union."

Preamble

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

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

Article 1 - Recognition

Section 1.1: The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all full-time Firefighter/Paramedics, Paramedics, Firefighter/Emergency Medical Technician – Specialists, Firefighter/Emergency Medical Technician – Basic, Emergency Medical Technician – Specialists, Fire Engineers, and Firefighters excluding the Fire Chief, and part-time employees and agrees that it will not enter into any agreements with its full-time Firefighter/Paramedics, Paramedics, Firefighter/Emergency Medical Technician – Specialists, Firefighter/Emergency Medical Technician – Basic, Emergency Medical Technician – Specialists, and Firefighters, Fire Engineers, Lieutenants, Captains, individually or collectively, or with any other organization which in any way conflicts with the provisions hereof.

Section 1.2: Whenever the word "Employee" or "Employees" are used in this Agreement, they shall be defined as all full-time Firefighter/Paramedics, Firefighter/Emergency Medical Technician – Basic, Fire Engineers and Firefighters, excluding the Fire Chief, and part-time employees of the Employer.

Section 1.3: Definition of a full-time employee is any employee regularly scheduled to work 40 hours per week or more.

Article 2 – Union Membership and Dues

All full time employees who elect to join the Union shall pay to the Union through payroll deduction an amount equal to the Union's regular and usual initiation fees and its regular and usual dues. The payment shall start thirty-one (31) days following the date of employment. The Union shall make the necessary authorization forms available to employees to assure timely deductions. The Employer shall deduct all amounts authorized by the Union for each employee who has submitted a signed authorization sheet.

Article 3 – Management Rights

It is recognized that the government and management of the Cedar Area Fire Board, the control and management of its properties and the maintenance of municipal functions and operations are reserved to them and all the functions, rights, powers, and authority which are not specifically abridged, delegated or modified by this Agreement, are recognized by the Union as being retained by them. These rights include but are not limited to the following:

- (a) To maintain efficiency and to make, alter and enforce reasonable rules and regulations to be observed by Employees, provided such rules and regulations are not contrary to the terms and conditions set forth in this Agreement;
- (b) To direct, hire, promote, demote, and for just and reasonable cause suspend, or discipline the Employees;
- (c) To evaluate jobs, classify positions, establish qualification requirements of Employees specify the Employees' duties, lay off Employees for lack of work or lack of funds, and reduce or increase the size of the working force; and
- (d) To manage and operate the service in all respects and without restricting the generality of the foregoing, to determine the number and location of establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of instruments and equipment to be used; to select, control and direct the use of all materials required in the operation of the services to be provided and performed; to schedule work; to make, alter and enforce policies and regulations governing the use of materials, equipment and services as may be deemed necessary by the Board, provided that such regulations are not contrary to the express terms and conditions set forth in this Agreement.
- (e) To subcontract work or service in response to reduced or inadequate funding sources, to provide additional capacity, or to reduce administrative overhead. The Employer agrees that it will not use any sub-contracting device primarily for the purpose of laying off fulltime employees or evading this agreement.

Article 4 - Grievance Procedure

Section 4.1: It is the intent of the parties of this agreement that the procedures hereby established shall serve as the means for the prompt disposition and amicable settlement of such disputes, controversies, and grievances as may arise between them. Both parties agree that all grievances should be dealt with promptly and every effort should be made to settle grievances as close to the source as possible.

Section 4.2: All such disputes, controversies and grievances which arise between the Employer and the Union or between the Employer and the Employee or group of Employees, covered by this agreement-concerning the effect, interpretation, application, claim, and breach of violation of any provisions of the agreement shall be subject to the following procedure:

- Step 1: An Employee or the Union claiming to have a grievance may submit such grievances in writing to the Fire Chief no later than ten (10) days after the matter concerned first arose. The Chief shall reply within ten (10) days thereafter.
- Step 2: If the matter is not satisfactory resolved in Step 1, the union may appeal in writing to the Fire Board Chairperson. This appeal must be processed within ten (10) days following completion of Step 1. The answer of the Fire Board Chairperson shall be given within fifteen (15) days.
- Step 3: If the matter is not satisfactorily resolved in the preceding step the union may appeal in writing to the Board as a whole within seven (7) days following the completion of step 2. The answer of the board shall be provided within twenty (20) days immediately following the date of the next regularly scheduled Fire Board meeting. The grievance meeting before the Board may be held in private session if allowed by the Michigan Open Meetings Act.
- Step 4: If the matter is not satisfactorily resolved in the preceding step, the matter may be referred to arbitration. Such requests must be made in writing within seven (7) days following the completion of step 3.
- Step 5: The parties shall have sixty (60) days to select an arbitrator by mutual consent in a matter prescribed by the American Arbitration Association. The decision of the arbitrator shall be final and binding on all parties. All expenses involved in the arbitration, shall be equally shared by both parties; however expenses relating to the calling of witnesses or the obtaining of depositions shall be borne by the party at whose request such witness or depositions are required.

Article 5 - Maintenance of Conditions

Wages, hours and conditions of employment in effect at the execution of this agreement shall, except as improved herein, be maintained during the term of this agreement. No employee shall suffer a reduction of benefits as a consequence of the execution of this agreement, unless specifically altered or reduced by the terms of this agreement.

Article 6 - Strike – Lockout

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

Article 7 - Union Activity

Section 7.1: No Employee shall be discharged, disciplined, or discriminated against because of activity on behalf of the union, which does not interfere with the performance of his or another employee's duties or assignments.

Section 7.2: The Union shall be entitled to hold its Union meetings at the main fire station, provided permission is granted in advance from the Chief. Such permission shall not be unreasonably denied.

Section 7.3: The Union shall have the right to elect or assign one (1) steward.

Section 7.4: The Union shall have the right to post Union notices and bulletins during regularly schedule working hours.

Section 7.5: The Board shall provide one (1) bulletin board for the exclusive use of the Union in the main fire station at a convenient location accessible to Employees, size and location as agreed to by the parties.

Section 7.6: Union officials and representatives up to a maximum of one (1) in any one instance, shall be permitted time off to perform the following Union business, so long as it is on Employers property:
Representation of Union members during grievance or disciplinary meetings when the official or representative has been requested by said covered Employee for such representation, meetings with the Fire Chief, or Board officials, negotiations, and any other Union business is on the property of the Employer, the Employer shall provide coverage for said official or representative, and such meetings, hearings, and representation shall not commence until such coverage has been provided.

Section 7.7: Union representatives and agents will be permitted to discuss Union business with members during their duty hours and while members are not on a call, provided such discussions will not interfere with the performance of any member's duties and service to the community. The union agrees that this privilege shall not be abused.

Section 7.8: The Employer agrees that accredited representatives of the IAFF, whether local representatives, District Council representatives, State or International representatives, may schedule meetings concerning this contract, this bargaining unit, or collective bargaining implementation on the employers property, with the approval of the Fire Chief, provided such meetings are not disruptive of the duties of the Employees or the efficient operation of the Employer or department.

Section 7.9: The Fire Board shall; at no expense of the Union, deduct Union dues bi-weekly upon receipt of authorization of member of Local 4953 and from those non-members, who sign lawful deduction form cards supplied by the Local. The Fire Board further agrees to promptly remit (30 days or less) any and all amounts so deducted, together with a list of names of Employees from who's pay who such deduction were made, to the Secretary/Treasurer of the Union.

Article 8 - Evergreen Clause

This agreement shall remain in effect during any negotiations and shall continue to remain in full force and effect pending agreement upon a new contract or 312 arbitration unless terminated by either party on thirty (30) days written notice.

Article 9 - Work Hours and Schedule

Section 9.1: Regular duty shifts begin at 7:00 am and continue to 7:00 am the following day for employees. Unless involved in emergency responses or other Department business, employees are expected to remain at the station during official Department business hours on duty days.

Section 9.2: For employees payroll purposes, "work periods" shall be two weeks in duration starting Sunday 7:00 am continuing for fourteen (14) consecutive twenty-four hour periods.

Section 9.3: Employee shift schedule shall consist of a nine (9) calendar day cycle as follows: On, off, on, off, on, off, off, off, with "on" denoting twenty-four (24) hour consecutive hours on duty and "off" denoting twenty-four (24) consecutive hours off duty.

Section 9.4: While the previously described work schedule is acceptable to the Fire Board at this time, changes in the demands for the Fire Department's services may require revisions in the scheduling of personnel to meet these needs. In the event that the township's believes a change in work schedules is advisable, the Fire Board and the Local may bargain in good faith over the proposed change. No change shall be made until the full bargaining process is completed.

Section 9.5: Regular working duty hours of the fire station between 8:00am to 5:00pm, except in case of an emergency as determined by Fire Chief.

Article 10 - Overtime

Section 10.1: Overtime shall be equal to one and one half (1 ½) times the employees' straight time hourly rate. Mandatory overtime (forced overtime) shall be equal to double the employees' straight hourly rate (this does NOT include mandatory training or meetings).

Section 10.2: Full-time employees that respond to requests for Department services (EMS and/or Fire) during off-duty time shall document their hours on the daily time sheet.

Section 10.3 For responses during off-duty time, full-time employees will be paid a minimum of one hour. After one hour, time will be paid in thirty (30) minute intervals. All pay is at set employee's hourly rate and time counts towards overtime.

Section 10.4: When a shift is vacant, full-time employees are given first option to work the shift, followed by part time or paid on call. Overtime will be offered to the full-time staff based on lowest amount of overtime hours offered and then the seniority list, highest being offered first, lowest being offered last. The Employer will make an honest effort to contact full-time employees. The Union will have 24 hours to accept an overtime offer after being notified by the Chief or subordinate. The Union will maintain and make available the overtime list to the Employer.

Section 10.5: Overtime work for employees is computed in accordance to State of Michigan labor laws, when held over their normal duty day, called back from their day off, or mandatory training/meeting on their day off.

Article 11 - Trade Time

The Union and the Employer agree that Employees shall have the right to trade workdays or any portion thereof with other Employees covered by this agreement. Employees agree that there shall be no overtime incurred by this right and that all trades must be approved in advance by the Fire Chief or his designee. Trade time must occur under the same pay period. The Employer recognizes that trade time is allowed by FLSA and is an exchange between two employees and the Employer has no burden.

Article 12 - Seniority

Section 12.1: Seniority shall be defined as a full-time Employee's length of continuous service within the Fire/EMS department since his/her last appointment date. "Last appointment date" shall mean the date upon which an Employee first reported to work as a full-time permanent Employee within the Fire/EMS department at the direction of the Employer since which he has not quit, retired, been discharged or transferred outside the Fire/EMS department. No time shall be deducted from an Employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves or for layoff for lack of work or funds, except as hereinafter provided.

Section 12.2: All new permanent, full-time Employees shall be probationary Employees during the first six (6) months of their employment. During the probationary period, the new Employee shall have no seniority status and may be discharged during that period without further recourse. At the conclusion of the probationary period, the Employee's name shall be added to the seniority list as of his date of hire.

Section 12.3: An Employee's seniority within the fire/EMS department shall be terminated:

- (a) If he/she quits, retires or is transferred outside the Fire/EMS department. Any Employee who is transferred from the bargaining unit to another position within the Fire/EMS department shall retain seniority. If an Employee fails to qualify, within a specified qualifying time (90 days), in a position with the department, but outside the bargaining unit, he/she shall return to his former position without loss of seniority.
- (b) If the Employee is discharged for cause and such discharge is not reversed through the procedure referred to in this agreement.
- (c) If, when recalled to work following layoff, the Employee fails to notify the Board within seven (7) days of his intention to return to work or fails to actually return to work within fourteen (14) calendar days after a written notice by certified mail of such recall is sent to his last address on record with the Board.
- (d) If laid off for a period equal to his or her seniority at-the time of layoff or three (3) years, whichever is the lesser.

Section 12.4: The Board shall maintain an up-to-date seniority list.

Section 12.5: An up to date seniority list at the implementation of this collective bargaining agreement is listed as Appendix B.

Article 13 - Personal/Sick Leave

Section 13.1: As a benefit of employment, the Employer shall provide paid personal/sick time off for all full-time employees following successful completion of first ninety (90) calendar days of the probationary period. Personal/Sick leave hours are intended for short notice unplanned full or partial shift absences. However, personal/sick leave may be used for one or more pre-planned full shift absences if the employee has exhausted all accumulated vacation time off.

Section 13.2: Full-time employees are provided personal/sick leave at the beginning of each year (January 1st) according to the following schedule:

1 YEAR OR LESS	1-4 YEARS	5-9 YEARS	10 - 19 YEARS
*SEE SECT. 13.3	72 HOURS	120 HOURS	168 HOURS

Section 13.3: Following successful completion of the first ninety (90) calendar days of the probationary period, new employees will be provided personal/sick leave retroactive to their date of hire according to the following schedule:

<u>Hire Date:</u>	Jan 1 – Mar 31	72 Hours
	Apr 1 – Jun 30	48 Hours
	Jul 1 – Sep 30	24 Hours
	Oct 1 – Dec 31	No personal/sick leave until January 1 st .

Section 13.4: Employees may carry over a maximum of 72 hours of personal/sick leave.

Section 13.5: Personal/sick leave will count as hours worked in the computation of overtime.

Section 13.6: Personal/sick leave may not be used until it is earned.

Section 13.7: Chief or designee must be contacted as soon as possible for personal day request. If a personal day is requested during overnight hours, the Chief or designee will contact employees at 8:00 am the next morning to cover the shift.

Section 13.8: Unused personal/sick time accrued at the end of the calendar year (December 31) can be carried to subsequent years up to 72 hours. However, in March of every year, employees will have the option of receiving payment of all or part of their unused accumulated sick/personal leave subject to the following conditions:

- (a) Payment will be made in the normal payroll check in the last pay period of the fiscal year.
- (b) Accumulated hours shall be paid at the employee's regular, straight time hourly rate as of the end of the fiscal year in which the payment is being made.
- (c) Payments will be reported to the IRS as part of the annual earnings for the calendar year in which the payment is made.
- (d) Payments shall be subject to all statutory deductions (including Federal Income Tax, State Income Tax, Medicare Tax, FICA).

(e) Payout is 50% of accumulated sick/personal leave hours submitted for payment.

Section 13.9: By its nature, personal /sick leave is intended for short-notice absences. However, employees are requested to make such requests as far in advance as possible (minimum 48 hour notice for non-emergent, non-ill health planned absences).

Section 13.10: Employees with an absence from work for two (2) consecutive shifts due to illness may be required to provide documentation from a physician indicating that the employee is able to return to duty.

Section 13.11: In the event an employee requests paid time off (vacation/personal/sick leave) on a date that is denied by the Fire Chief/Assistant Chief and then subsequently “calls in sick” on that date, the employee will be required to provide written documentation from a physician verifying that the employee was indeed suffering from an acute illness/injury which prohibited him or her from working. If the employee fails, or is otherwise unable, to provide such documentation, the employee shall be considered a “no show” (unexcused absence) for the scheduled shift and will be subject to disciplinary action. In addition, the employee will not be permitted to use paid time off (personal/sick or vacation) for those hours absent without permission or documentation.

Section 13.12: Upon resignation or termination of full-time employment, full-time employees will be paid for all accumulated and unused personal/sick leave at his/her regular straight time hourly rate at the time of termination.

Section 13.13: An employee disabled and absent from duty as a result of service connected injury incurred in the employment of Cedar Area Fire & Rescue shall receive his straight time salary without deduction from accumulated sick leave. All workmen’s compensation for wages received during this period shall be supplemented to equal the straight time salary.

Article 14 - Vacation

Section 14.1: As a benefit of employment, the Employer shall provide paid vacation time off for all full-time employees following successful completion of the first year on the job.

Section 14.2: Vacation hours are intended for pre-planned absences for 12 or more hour increments. However, vacation time may be used for short-notice full and/or partial shift absences if the employee has exhausted all accumulated Personal Day. Employees are provided vacation time at the beginning of their respective date of hire according to the following schedule:

UNDER 1 YEAR	1-4 YEARS	5-9 YEARS	10-19 YEARS	20+ YEARS
0	72 Hours	120 Hours	168 Hours	192 Hours

Section 14.3: Vacation time may not be used until it's earned.

Section 14.4: Vacation time shall count as hours worked in the computation of overtime.

Section 14.5: Unused vacation time at the end of the anniversary date of hire cannot be carried to subsequent years. In March of every year, employees will receive payment of all of their unused vacation time subject to the following conditions:

- (a) Payment will be made in a separate payroll check in the last pay period the fiscal year.
- (b) Accumulated hours shall be paid at the employee's regular, straight time hourly rate as of the end of the fiscal year in which the payment is being made.
- (c) Payments will be reported to the IRS as part of the annual earnings for the calendar year in which the payment is made.
- (d) Payments shall be subject to all statutory deductions (including Federal Income Tax, State Income Tax, Medicare Tax, FICA).
- (e) Payout will be 50% of accumulated vacation hours submitted for payment.

Section 14.6: Vacation time requests should be made to the Fire Chief/Assistant Chief no less than two (2) weeks prior to the requested time off. Approval of vacation requests is dependent upon ability to provide adequate staffing coverage for the requested absence. Vacation requests may be denied by the Fire Chief/Assistant Chief, but only with demonstrated inability to provide adequate staffing/coverage.

Section 14.7: Upon resignation or termination of full-time employment, all full time employees will be paid for all accumulated or unused vacation time at his or her regular straight time hourly rate at the time of termination.

Article 15 - Bereavement Leave/Funeral Benefit

Section 15.1: For 24 hour shift employees, a leave of absence shall be granted for up to forty eight (48) hours immediately following the date of death in the employee's immediate family. If out-of-state travel is necessary, the leave may be extended to seventy two (72) hours, upon approval of the Fire Chief. Employees will be paid at their regular rate for all time lost from their work schedule during the period of the funeral leave. None of these days shall be deducted

from the employee's unused sick leave or other benefit time. Bereavement leave will count as hours worked in the computation of overtime. Immediate family shall include: Current spouse, Fiancée or significant other, children, step-children, father, step-father, mother, step-mother, sister, step-sister, brother, step-brother, grandchildren, grandparents, mother in-law and father in-law.

Section 15.2: An employee shall be granted one (1) unpaid shift off to attend the funeral of the following: sister in-law, brother in-law, son in-law, daughter in-law, aunt, uncle, niece and nephew.

Section 15.3: In the event additional time off from work is needed, employees may use accumulated sick and/or vacation paid time off.

Section 15.4: The Cedar Area Fire Board agrees to provide up to \$15,000 for funeral expenses should an employee die in the line of duty within thirty (30) days of death.

Article 16 - Holidays

Section 16.1: The following shall be recognized holidays for full-time employees:

New Year's Day	Labor Day
Easter Sunday	Thanksgiving Day
Memorial Day	Christmas Eve Day
Fourth of July	Christmas Day

Section 16.2: Holiday benefits will be applicable to beginning at 7:00 a.m. on the day the holiday is observed nationally and continue for 24 consecutive hours until 7:00 a.m. on the following day.

Section 16.3: Employees who work on a recognized holiday will be paid one and one half (1 ½) times the employees' straight time hourly rate for all hours worked on that holiday. Employees working the Fourth of July and Christmas Day will be paid double time the employee's straight time hourly rate for hours worked on those days.

Article 17 - Hospitalization Insurance.

Section 17.1: Employer agrees to provide health care insurance plus dental and vision to employees similar in coverage and cost to the current BCBS plan in place.

Section 17.2: Employees shall contribute 20% of the premium cost for the level of insurance coverage selected by the employee (2012 example: Single 355.38; Married 852.89; Family 1,066.13).

Section 17.3: The Union shall be involved in choosing subsequent plans.

Section 17.4: Due to uncertainty of future availability and cost of the current level of health insurance, the specific amounts are subject to change in the sole discretion of the Employer.

Section 17.5: Employees are to pay \$500 deductible and the Employer compensating the remainder.

Section 17.6: Buyout will be established at 25% or up to \$5,000 for all active eligible employees. The buyout will be calculated based upon eligible coverage qualified at the time of enrollment. Buyout will be pro-rated from the time employee is eligible for insurance to the end of the fiscal year. Payment will be made in a separate check on the first pay period at the end of the fiscal year (deductions only comprised of State and Federal taxes). The employee must show proof of health insurance elsewhere prior to qualifying for this plan and agree to sign a Cedar Area Fire & Rescue insurance waiver form. The employee will not hold Cedar Area Fire & Rescue liable for any health insurance claims.

Section 17.7: 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 Cedar Area Fire & Rescue, the employee's surviving dependents shall have coverage (Cedar Area Fire & Rescue will pay 100% of premiums) until they attain 21 years of age or are legally adopted, should marry or death, whichever should occur first. The only provisions for canceling spouse medical coverage would be if the spouse should remarry or death, whichever should occur first. Coverage will not be provided to the surviving spouse should he/she work elsewhere on a full-time basis and has health care coverage through said employment.

Section 17.8: Cedar Area Fire & Rescue shall cover 80% of medical premiums to the spouse and dependent children in the event of the non-duty related death of a vested employee (who has successfully completed 5 years of service). The only provisions for canceling spouse medical coverage would be if the spouse should remarry or death, whichever comes first. Coverage would not be provided to the surviving spouse should he/she work elsewhere on a full-time basis and has health care coverage through said employment. The dependent children would be covered until they reach age 21 or are legally adopted, should marry or death, whichever should occur first.

Article 18 – Retirement / Disability

Retirement

Section 18.1: The Employer will provide a Simple IRA through September 2019. Starting October 2019, the plan will be changed to a 403k Plan. The employer will contribute three percent (3%) to the Simple IRA through September 2019, and in October 2019 will backpay an additional three percent (3%) of pay from February 24, 2019 through September 30, 2019 into the 403k Plan. From October 2019 on, the department will contribute six percent (6%) into the 403k Plan and the employee may contribute up to IRS maximums.

Section 18.2: Starting in October 2019, Employees and Employer “will opt out” of the Federal Social Security Program; neither the Employee nor the Employer will pay Social Security taxes. However, Medicare tax payment will be made by both Employee and Employer. Employee and Employer will defer Federal Social Security Payments to designated retirement fund.

Disability

Section 18.3: The Employer will provide each employee with a term life insurance / AD&D policy as stated in Appendix C.

Section 18.4: The Employer agrees to continue all insurance and other benefits during the time an employee is disabled, not to exceed (12) twelve months for non-duty related disability and sixty (60) months for any duty related disability. All employees will be covered under the Long Term Disability program.

Article 19 - Savings Clause

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

Article 20 - Personal Records

In order to give the Employee notice and an opportunity to be informed and for possible refutation, the Fire Chief shall provide the Employee and the Union with a copy of any non-routine material which is being placed in the Employee's personnel file. Non-routine material shall include written documentation of oral reprimands, Employee notices, letters of commendation, employees' refutation of reprimands (1 page), or any other material that is not generally associated with day-to-day administrative maintenance requirements. Upon 3 working days written notice, all Employees shall be able to view their personnel, department, training or medical file during normal office hours. The 3 working days will be extended to 10 working days if the Fire Chief is absent.

Article 21 - Court Appearances/Jury Duty

Section 21.1: Employees subpoenaed to appear in court and/or provide deposition arising from a work-related matter will receive paid leave from scheduled duty and/or payment for all non-duty hours involved. Employees will receive their regular hourly wage for all hours required to be in court and/or required to complete the deposition including reasonable travel time. In addition, the employee will receive mileage according to the current IRS rate. All hours will be considered as hours worked for the computation of overtime.

Section 21.2: An employee who is summoned and reports for jury duty as prescribed by applicable law, shall be paid by the employer an amount equal to the difference between the amount of wages the employee otherwise would have earned by working during straight time hours for the employer on that date, and the daily jury duty fee paid by the courts, not including travel allowances or reimbursements of expenses, for each day on which he reports for or performs jury duty, and on which he otherwise would have been scheduled to work for the employer.

Article 22 - Military Leave

Section 22.1: Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations. Applications for leaves of absence for such purpose must be made as soon as possible after the employee's receipt of his orders.

Section 22.2: A full-time employee who enters the military service of the United States by draft or enlistment shall be granted a leave of absence for that purpose and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the Selective Service and Training Act and/or any other applicable laws then effective.

Article 23 - Physical Fitness

Section 23.1: The Union and the Board agree that it is in the mutual interest of the Board and the employee that all firefighters maintain their physical condition.

Section 23.2: The department will provide an annual physical for each employee.

Section 23.3: The department will allow each employee a one hour time period to work out each shift.

Section 23.4: The Union shall be involved in developing the department physical fitness plan.

Article 24 - Duration

Term of Contract. This Agreement shall continue in full force and effect without change until midnight (Eastern Daylight Time), February 24th, 2022. See Article 8.

Article 25 - Wages

Wages and Classifications. Attached as Appendix A is a schedule of hourly wages, stipends cost of living and longevity payments for all classifications included within the bargaining unit.

Article 26 - Training

Section 26.1: Advanced professional training is encouraged and the employer will support attendance at appropriate training, conferences, workshops and seminars.

Section 26.2: Employees shall receive straight pay and shift coverage for all classes or training necessary to maintain current EMS licensure. Continuing Education classes will be provided by Employer to maintain current EMS licensure.

Section 26.3: The employer recognized the importance of and the benefit derived from continual professional development, and will allow employees to attend training, conferences, workshops and seminars provided outside the department. Course fees and shift coverage will be provided when such requires and is approved by Fire Chief.

Section 26.4: The Employer shall provide monthly fire training consistent with State and NFPA training models each month.

Section 26.5: If a training session exceeds 12 hours, the Fire Chief has the authorization to schedule Part Time or Paid on Call Employees before full time Employees to work uncovered shifts due to full time Employees attending training.

Section 26.6: Employees agree to attend at least 75% of all meetings and trainings.

Article 27 - Uniform

Section 27.1: It is specifically agreed that the Employer shall furnish the following items of apparel to new hire full time employees (and existing full time employees that have not yet obtained these items) within the first thirty (30) days of employment:

- (1) Work Uniform consisting of the following:
 - a. 3 pairs of fire/EMS pants
 - b. 3 polo style shirts
 - c. 3 T-shirts

- d. 2 dress shirts
- e. 1 leather belt
- f. 1 ball cap
- g. 1 pair of work boots
- h. 2 badges
- i. 2 name plates
- j. 2 sets of collar brass (Officers only)
- k. 1 duty work sweat shirt
- l. 1 knit hat
- m. 1 winter jacket

(2) All turn out gear shall conform to current NFPA standards and shall consist of the following:

- a. 1 bunker coat
- b. 1 pair of bunker pants and suspenders
- c. 1 pair of bunker boots
- d. 1 pair of structural firefighting gloves
- e. 1 traditional style structural firefighting Helmet (Yellow – Firefighters and Red – Officer)
- f. 1 Nomex hood
- g. 1 pair extrication gloves
- h. 1 wildland P.P.E.

After completion of first year of service and no longer on probation, the Employer will contribute 50% to furnish the following gender appropriate Class A Dress Uniform if an employee chooses to also contribute 50%:

- i. 1 coat/shirt
- j. 1 hat with badge
- k. 1 pair pants
- l. 1 pair leather shoes (hi-gloss)

(3) Cleaning facilities and supplies shall be provided by the Employer at the Fire Station and Employees shall have the right to utilize facilities for cleaning of all clothing issued.

(4) P.P.E. will be cleaned in an approved facility of the Fire Chief's discretion.

(5) All gear and uniforms shall be returned to the Cedar Area Fire / Rescue upon employment separation.

Section 27.2: The Employer will replace worn items when needed and approved by the Fire Chief. Damaged items will be replaced and contaminated clothing will be professionally cleaned by a qualified agency at the Employer's expense.

Section 27.3: If an Employee is terminated from employment, the affected Employee must remove Cedar Area Fire / Rescue insignia from Class A uniform and return them to the station immediately following termination. This does not apply to Employees who retire from employment or resign in good standing with the Employer.

Article 28 - Promotions

Section 28.1: Full time Employees promoted to Lieutenants and Captains will remain in the Bargaining Unit.

Section 28.2: If an employee is promoted to an officer, they will receive the following additional compensation.

- (a) Lieutenants will receive an additional \$1.28 per hour on top of regular hourly pay.
- (b) Captains will receive an additional \$2.57 per hour on top of regular hourly pay.

Section 28.3: If additional Fire Officer training is needed and or required per the job description of that officer title, the Employer must provide this training at their earliest convenience and pay course fees and employee compensation at straight time.

Article 29 – Discipline and Discharge

Section 29.1: No Employee shall be discharged or disciplined without just cause after probation period.

Section 29.2: In the event an Employee shall receive a written reprimand, be suspended from work for disciplinary reasons, or is discharged from his employment after the date hereof and he believes he has been unjustly suspended or discharged, such suspension, discharge, or written reprimand shall constitute a case arising under the grievance procedure.

Section 29.3: In the event it should be determined under the grievance procedure that the Employee has unjustly received a written reprimand, is suspended or discharged, the Fire Board shall reinstate such Employee and pay compensation as may be determined under the grievance procedure.

Section 29.4: Upon conclusion of an investigation involving possible discipline, the Employee shall be notified of discipline to be administered, if any. If said discipline involves a suspension, such suspension shall begin within 28 days immediately following the notification of discipline. If the suspension exceeds one working day, the days shall be served consecutively.

In Witness Whereof, the parties have caused this agreement to be executed by their duly authorized representatives this 25th day of June, 2019.

Cedar Area Fire Board

Cedar Professional Firefighters L-4953

_____ Chairman

_____ President

Appendix A – Wage Scale, Longevity Pay, Stipends

Classifications, Rates of Pay.

New employees shall serve a probationary period of one year (1 year) before they shall be placed on a full-time status basis. The Employer shall decide by the end of the probationary period concerning the employment status of each new hire. Probationary employees shall not be covered by any provision of this agreement including any rights therein.

Cost of living adjustments are indicated as 2019 at 3%, 2020 at 2.5% and 2021 at 3%. Cost of living increases takes place on April 1st each fiscal year. The following wage rates shall apply:

24 HOUR SHIFT FIREFIGHTER/EMTB, FIRE ENGINEER

	Start	18 Month	3 Year	4 Year	5 Year
2019	\$13.65	\$14.11	\$14.52	\$15.35	\$16.38
2020	\$13.99	\$14.46	\$14.89	\$15.73	\$16.79
2021	\$14.41	\$14.90	\$15.33	\$16.20	\$17.29

Longevity Payments

In recognition of continuous, full-time service to the Department and the community, full-time employees will be awarded longevity payments as follows:

- 3 Years: \$500.00
- 7 Years: \$1,250.00
- 10 Years: \$2,000.00

Longevity payment will be annually dispersed to employees on the first pay period in December. Longevity payment will be in a separate pay check reflecting the employee’s anniversary date each year eligible. Stipends will be given to employees on the first pay period in April in a separate pay check annually. Longevity payments and Stipends are to be subjected to Federal and State taxes only.

Stipends

- F.O. 1 &2: \$100 F.O. 3: \$50 EMT I.C.: \$150 MFFTC Inst.: \$150
- Associates Degree: \$250 Bachelor’s Degree: \$500 Fire Inspector: \$200 CPR Inst.: \$100

Appendix B – Seniority List

This is an updated Seniority List as of 06/20/2019. These dates are established dates of full time employee status. This list is subject to change with the addition of new employees and current employees no longer employed with the department. If these revisions are needed, the list will be replaced with an updated version and submitted to Appendix B of this Collective Bargaining Agreement.

Herbert Sudemann – 07/01/2008

Timothy Johnson – 09/01/2008

Bobby Handa – 08/07/2016

Kevin Mikowski – 11/20/2018

Korie Gray – 04/21/2019

Matthew Maus – 06/15/2019

Appendix C – Life and AD&D

See Attached.

