

Collective Bargaining Agreement

between

Cedar Area Fire & Rescue

and

Cedar Professional Firefighters Union

IAFF Local 4953



Effective: January 2nd, 2022 – January 2nd, 2025

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Agreement

THIS AGREEMENT, entered into this _____ of _____, by and between Cedar Area Fire & Rescue, hereinafter referred to as the "Employer", and the International Association of Fire Fighters, who have named the IAFF Cedar Professional Firefighters Local 4953, hereinafter referred to as the "Union."

Article 1 – Preamble

Section 1.1: It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union, to provide for equitable and peaceful adjustment of differences that may arise, and to establish proper standards of wages, hours, and other conditions of employment. The Union recognizes the essential public service here involved and the general health, welfare and safety of the community and agrees to work with the Employer to encourage efficiency on the part of its members.

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

Article 2 – Recognition

Section 2.1: Whenever the word "Employee" or "Employees" are used in this Agreement, they shall be defined as full-time employees under the following job classifications, including employees during their probationary period and excluding part-time employees and the Fire Chief:

- Captain / Paramedic
- Lieutenant / Paramedic
- Firefighter / Paramedic
- Paramedic (single role)
- Captain / Emergency Medical Technician- Basic
- Lieutenant / Emergency Medical Technician- Basic
- Firefighter / Emergency Medical Technician- Basic

Section 2.2: The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all full-time employee classifications listed above. The employer agrees that it will not enter into any agreements with any full-time employee classifications listed above, individually or collectively, or with any other organization which in any way conflicts with the provisions hereof.

Section 2.3: Definition of a full-time employee is any employee regularly scheduled to work 56 hours per week or more.

Article 3 – Term of Contract

Section 3.1: This Agreement shall continue in full force and effect without change from shift change January 2nd, 2022 until shift change January 2nd, 2025.

Article 4 - Evergreen Clause

Section 4.1: 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 completion of 312 arbitration.

Article 5 – Savings Clause

Section 5.1: 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 of 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 6 - Maintenance of Conditions

Section 6.1: 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 7 - Strike – Lockout

Section 7.1: The Union and the Employer agree that there shall be no strikes, work stoppages, slowdowns, interruptions of service, or boycotts, by the Employees and no lockouts made by the Employer.

Article 8 – Management Rights

Section 8.1: It is recognized that the government and management of Cedar Area Fire & Rescue, 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 Employer, 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.
- (f) To authorize a hiring bonus for new full-time employees, payable upon successful completion of the probationary period.

Article 9 – Union Membership and Dues

Section 9.1: All full-time employees who elect to join the Union shall pay dues to the Union through payroll deduction in 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 10 - Union Activity

Section 10.1: 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/her or another employee's duties or assignments.

Section 10.2: 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 10.3: The Union shall have the right to elect or assign one (1) steward.

Section 10.4: The Union shall have the right to post Union notices and bulletins during regularly schedule working hours.

Section 10.5: The Employer 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 10.6: 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, including: 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 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 10.7: 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 10.8: The Employer agrees that accredited representatives of the IAFF, whether Local 4953 representatives, District Council representatives, State or International representatives, may schedule meetings concerning this contract, this bargaining unit, or collective bargaining implementation on the employer's property, with the approval of the Fire Chief, provided such meetings are not disruptive of the duties of the Employees or the efficient operation of the Employer or department.

Section 10.9: The Employer shall, at no expense to 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 Union. The Employer 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 11 - Seniority

Section 11.1: 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 11.2: All newly hired permanent, full-time Employees, shall be probationary Employees during the first one (1) year of their employment. During the probationary period, the new Employee shall have no seniority status and may be discharged during that period with or

without cause. At the conclusion of the probationary period, the Employee's name shall be added to the seniority list as of his/her last appointment date.

Section 11.3: 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/her 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/her intention to return to work or fails to return to work within fourteen (14) calendar days after a written notice by certified mail of such recall is sent to his/her last address on record with the Board.
- (d) If laid off for a period equal to his/her seniority at-the time of layoff or three (3) years, whichever is the lesser.

Section 11.4: The Employer shall maintain an up-to-date seniority list.

Article 12 – Personnel Records

Section 12.1: 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 three working days written notice, all Employees shall be able to view their personnel, department, training or medical file during normal offices hours. The three working days will be extended to 10 working days if the Fire Chief is absent.

Article 13 - Grievance Procedure

Section 13.1: 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 13.2: 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 satisfactorily 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 14 – Discipline and Discharge

Section 14.1: No Employee shall be discharged without just cause after the completion of their probationary period.

Section 14.2: In the event an Employee shall receive a written reprimand, be suspended from work for disciplinary reasons, or is discharged from his/her 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 14.3: 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 14.4: 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.

Article 15 – Outside Employment

Section 15.1: Employees may engage in outside work or hold other jobs (including self-employment), subject to the following restrictions:

- (a) Employee activities and conduct away from the job must not compete with or compromise the Employer’s interests, public perception, or adversely affect job performance and the employee’s ability to fulfill all responsibilities to the Employer.
- (b) Prior to engaging in outside employment employees shall notify the Fire Chief of their intent to start outside employment. Employees shall disclose the employer and nature of employment.

Article 16 - Work Hours and Schedule

Section 16.1: Regular duty shifts begin at 7:00 am and continue to 7:00 am the following day.

Section 16.2: For employee 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 16.3: Employee shift schedule shall consist of a work schedule of 48 hours on-duty followed by 96 hours off-duty. No employee will, by choice or mandatory overtime, work more than 60 consecutive hours, unless additional hours are made necessary by call volume or mandatory overtime in the form of emergency hold-over.

Section 16.4: While the previously described work schedule is acceptable to the Employer and the Union 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. If the Employer or the Union believe a change in work schedules is advisable, the Employer and the Union may bargain in good faith over the proposed change. No change shall be made until the full bargaining process is completed.

Section 16.5: The Employer and Employees agree that the work shift is to be considered a tour of duty. The Employees agree to complete necessary and assigned tasks in a timely manner. The Employer recognizes that recovery periods during shifts may be necessary due to call volume or workload.

Section 16.6: The Fire Chief shall have the discretion to establish supplementary shifts, so long as they do not conflict with or replace full-time shifts. Supplementary shifts so established may be restricted to part-time employees.

Article 17 – Wages

Section 17.1: Rates of pay for all classifications within the bargaining unit are as listed below:

FULL-TIME EMT-B / FIREFIGHTER & FULL-TIME PARAMEDIC (Single Role)

| | START | 1 YEAR | 2 YEARS | 3 YEARS | 4 YEARS | 5 YEARS OR MORE | ANNUAL INCREASE |
|------|---------|---------|---------|---------|---------|-----------------|-----------------|
| 2022 | \$15.34 | \$15.87 | \$16.32 | \$17.25 | \$18.41 | \$19.70 | 6% |
| 2023 | \$15.80 | \$16.35 | \$16.81 | \$17.77 | \$18.96 | \$20.29 | 3% |
| 2024 | \$16.27 | \$16.84 | \$17.31 | \$18.30 | \$19.53 | \$20.90 | 3% |

FULL-TIME PARAMEDIC / FIREFIGHTER

| | START | 1 YEAR | 2 YEARS | 3 YEARS | 4 YEARS | 5 YEARS OR MORE | ANNUAL INCREASE |
|------|---------|---------|---------|---------|---------|-----------------|-----------------|
| 2022 | \$18.42 | \$19.04 | \$19.59 | \$20.71 | \$22.09 | \$23.64 | 6% |
| 2023 | \$18.97 | \$19.61 | \$20.18 | \$21.33 | \$22.75 | \$24.35 | 3% |
| 2024 | \$19.54 | \$20.20 | \$20.78 | \$21.97 | \$23.44 | \$25.08 | 3% |

Section 17.2: Annual increase adjustments will be implemented on April 1st of each year. The 2021 wage scale from the previous Collective Bargaining Agreement (signed 6/25/2019) will remain in effect until April 1st, 2022 (see Appendix A). Term of service adjustments are calculated based on years of continuous full-time employment at Cedar Area Fire & Rescue from the date of hire plus any service credit calculations as outlined in Section 17.4.

Section 17.3: Persons hired in a single role paramedic position are required to obtain Michigan Firefighter Certifications I & II prior to the end of the second year of employment. Failure to comply will result in termination of employment.

Section 17.4: New full-time employees will start at the beginning step shown in the Wage Scale. Provided, however, the Chief shall be permitted to place a new hire into the wage scale based on previous relevant work experience. Any newly hired, probationary employee may be awarded up to thirty-six (36) months of service credit. This service credit shall apply only to the determination of a starting wage scale and shall be calculated prior to the member’s first day of employment.

Section 17.5: Service credit shall be awarded in the following manner:

A newly hired probationary employee may be credited with three (3) months of service credit for each year of relevant previous full-time employment and/or one (1) month of credit for each year of relevant previous part-time employment. Employees may not be credited with both full-time and part-time employment covering the same time period. The total accumulation of service credit shall not exceed thirty-six (36) months. In the event an employee has the equivalent of six (6) months or more, their service credit capability shall be rounded up to twelve (12) months.

Each newly hired probationary employee will still be required to complete their full probationary period and their probationary status will be unchanged by this service credit. Benefit calculations (insurance, vacation, etc.) shall be calculated based on the date of full-time hire.

Article 18 – Promotions

Section 18.1: Full-time Employees promoted to Lieutenants and Captains will remain in the Bargaining Unit.

Section 18.2: 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 their regular hourly rate.
- (b) Captains will receive an additional \$2.57 per hour on top of their regular hourly rate.

Section 18.3: 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 19 - Overtime

Section 19.1: 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). The Union will maintain and make available the mandatory overtime list to the Employer.

Section 19.2: 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 19.3 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 19.4: When a full-time 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 full-time employees will have 24 hours to accept an overtime offer after being notified by the Chief or subordinate.

Section 19.5: 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 20 – Holidays

Section 20.1: 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 20.2: Holiday benefits will begin 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 20.3: 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 21 – Longevity Payments

Article 21.1: In recognition of continuous, full-time service to the Department and the community, full-time employees will be awarded longevity payments as follows based on years of continuous full-time employment at Cedar Area Fire & Rescue:

| | | |
|-----------|------------|------------------|
| 3-6 YEARS | 7-9 YEARS | 10 YEARS OR MORE |
| \$500.00 | \$1,250.00 | \$2,000.00 |

Article 21.2: Longevity payments will be made in the first full pay period following the employee’s anniversary of date of hire and will be disbursed as a lump sum in a separate paycheck reflecting the employee’s anniversary date each year eligible. Longevity payments are subject to Federal and State taxes only.

Article 22 – Stipends

Article 22.1: Full-time employees will receive annual stipends in recognition of the following degrees and credentials in the amounts listed:

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

Article 22.2: Stipends will be paid to employees annually on the first pay period in April and will be disbursed in a separate paycheck. Stipends are subject to Federal and State taxes only.

Article 23 - Trade Time

Section 23.1: 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 additional overtime incurred by this right and that all trades must be approved in advance by the Fire Chief or his/her designee. Trade time must occur under the same pay period, unless approved by the Fire Chief. The Employer recognizes that trade time is allowed by FLSA and is an exchange between two employees and the Employer has no additional burden.

Article 24 - Personal/Sick Leave

Section 24.1: 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 24.2: Full-time employees are provided personal/sick leave per pay period according to the following schedule based on years of continuous full-time employment at Cedar Area Fire and Rescue:

| | 0-2 YEARS | 3-4 YEARS | 5-9 YEARS | 10 YEARS OR MORE |
|-----------------------------|------------------|------------------|------------------|-------------------------|
| HOURS PER PAY PERIOD | 2.77 | 4.62 | 5.54 | 6.47 |
| TOTAL HOURS PER YEAR | 72 | 120 | 144 | 168 |

Section 24.3: Use of personal/sick leave will not be approved by the employer for the first 90 days of employment. If the employee fails to complete their first 90 days of employment, no personal/sick leave benefit will be paid out.

Section 24.4: Employees may carry over a maximum of 72 hours of personal/sick leave.

Section 24.5: Personal/sick leave will count as hours worked in the computation of overtime.

Section 24.6: Personal/sick leave may not be used until it is earned.

Section 24.7: 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 24.8: Up to 72 hours of unused personal/sick time accrued on the anniversary of the employee's last appointment date can be carried to subsequent years. However, employees will have the option of receiving payment for all or part of their unused accumulated sick/personal

within the same pay period that includes the anniversary of their date of hire, subject to the following conditions:

- (a) Payment will be made in the normal payroll check in the same pay period as the employee's anniversary of date of hire.
- (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 24.9: 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 24.10: 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 24.11: 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 24.12: 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 24.13: An employee disabled and absent from duty because of a service-connected injury or illness incurred in the employment of Cedar Area Fire & Rescue shall receive his/her straight time salary without deduction from accumulated personal/sick leave or vacation time. All workmen's compensation for wages received during this period shall be supplemented to equal the straight time salary.

Article 25 - Vacation

Section 25.1: 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 25.2: Vacation hours are intended for pre-planned absences in increments of 12 hours or more. However, vacation time may be used for short-notice full and/or partial shift absences if the employee has exhausted all accumulated personal/sick leave. Full-time employees are provided vacation time on the anniversary of their date of hire according to the following schedule based on years of continuous full-time employment at Cedar Area Fire and Rescue:

| LESS THAN 1 YEAR | 1-2 YEARS | 3-4 YEARS | 5-9 YEARS | 10 YEARS OR MORE |
|-----------------------------|------------------|------------------|------------------|-----------------------------|
| 0 HOURS | 72 HOURS | 120 HOURS | 144 HOURS | 168 HOURS |

Section 25.3: Vacation time may not be used until it is earned.

Section 25.4: Vacation time shall count as hours worked in the computation of overtime.

Section 25.5: Unused vacation time at the end of the anniversary of the employee's date of hire cannot be carried to subsequent years. However, employees will receive payment for all of their unused vacation time on the anniversary of their date of hire, subject to the following conditions:

- (a) Payment will be made in a separate payroll check in the same pay period as the employee's anniversary of date of hire.
- (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 25.6: 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 25.7: Upon resignation or termination of full-time employment, all full-time employees will be paid for all accumulated or unused vacation time at his/her regular straight time hourly rate at the time of termination.

Article 26 – Bereavement Leave / Funeral Benefit

Section 26.1: For full-time 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 26.2: 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 26.3: In the event additional time off from work is needed, employees may use accumulated sick and/or vacation paid time off.

Section 26.4: The Cedar Area Fire Board agrees to provide up to \$15,000 for funeral expenses within thirty (30) days of death should an employee die in the line of duty.

Article 27 – Court Appearances/Jury Duty

Section 27.1: 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 27.2: 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 28 – Military Leave

Section 28.1: 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/her orders.

Section 28.2: 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 29 – Health Insurance

Section 29.1: Employer agrees to provide health care insurance plus dental and vision to employees similar in coverage and cost to the current plan in place.

Section 29.2: 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 29.3: The Union shall be involved in choosing subsequent plans.

Section 29.4: Employees are to pay a \$500 deductible and the Employer will be responsible to pay any deductible in excess of \$500.

Section 29.5: 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 29.6: 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 29.7: 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 30 – Retirement

Section 30.1: The Employer will provide dual 401(a) and 457(b) plans. The employer will contribute (6%) into the 401(a) plan and the employee may contribute up to IRS maximums.

Section 30.2: Employees and Employer “opt out” of the Federal Social Security Program; neither the Employee nor the Employer will pay Social Security taxes. However, Medicare tax payments will be made by both Employee and Employer. Employee and Employer will defer Federal Social Security Payments to a designated retirement fund.

Article 31 – Disability

Section 31.1: The Employer will provide each employee with a term life insurance / AD&D policy.

Section 31.2: 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 32 – Uniform / Personal Protective Equipment

Section 32.1: It is specifically agreed that the Employer shall furnish the following items of apparel to full time employees. All uniforms must conform to department policy.

(1) The Duty Uniform shall consist of the following:

- a. 3 pairs of fire/EMS pants
- b. 3 T-shirts
- c. 2 duty uniform shirts
- d. 1 leather belt
- e. 1 ball cap
- f. 1 duty sweatshirt
- g. 1 winter hat
- h. 1 winter jacket
- i. Badges, name plates, and rank insignia (as appropriate for the current uniform)

(2) Turn out gear shall conform to current NFPA and OSHA 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 structural fire hood
- g. 1 pair of extrication gloves
- h. 1 set of wildland firefighting P.P.E.

Section 32.2: The Employer shall provide the Employee with a \$150.00 annual allowance for purchase of appropriate duty boots that conform to current NFPA standards. This allowance will be made available on April 1st. This allowance may accumulate up to \$300.00 with the approval of the Fire Chief.

Section 32.3: After an employee completes his/her first year of service and is no longer on probation, the Employee has the option to purchase a Class A Dress Uniform. The Employer will reimburse 50% of the cost of a Class A Dress Uniform within one year of purchase by the employee.

Articles of the Class A Dress Uniform include the following:

- a. 1 coat
- b. 1 shirt
- c. 1 hat
- d. 1 pair pants
- e. 1 leather belt
- f. 1 pair leather shoes (hi-gloss)
- g. badge, name plate, and rank insignia

Section 32.4: 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.

Section 32.5: P.P.E. will be cleaned in an approved facility at the Fire Chief's discretion.

Section 32.6: All gear and uniforms shall be returned to the Cedar Area Fire / Rescue upon employment separation.

Section 32.7: The Employer will replace worn, damaged, and contaminated items when needed and approved by the Fire Chief. Damaged items will be replaced. If possible, contaminated clothing will be professionally cleaned by a qualified agency at the Employer's expense.

Section 32.8: If an Employee is terminated from employment, the affected Employee must return their Class A uniform to the Employer. This does not apply to Employees who retire from employment or resign in good standing with the Employer.

Article 33 – Physical Fitness

Section 33.1: The Union and the Employer agree that it is in the mutual interest of the Employer and the employee that all firefighters maintain their physical condition.

Section 33.2: The department will provide an annual physical for each employee.

Section 33.3: The department will allow each employee a one-hour time period to work out each shift.

Section 33.4: The Union shall be involved in developing the department physical fitness plan.

Article 34 – Training

Section 34.1: Advanced professional training is encouraged and the employer will support attendance at appropriate training, conferences, workshops and seminars.

Section 34.2: 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 34.3: The employer recognizes 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 required and approved by the Fire Chief.

Section 34.4: The Employer shall provide training consistent with State and NFPA training models.

Section 34.5: 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 34.6: Employees agree to attend at least 75% of all meetings and trainings.

Signatures

In Witness Whereof, the parties have caused this agreement to be executed by their duly authorized representatives this _____ of _____.

Cedar Area Fire Board

Cedar Professional Firefighters L-4953

Chairman

President

APPENDIX A – 2021 Wages

24 HOUR SHIFT FIREFIGHTER/EMTB, FIRE ENGINEER

| | Start | 18 Month | 3 Year | 4 Year | 5 Year |
|------|---------|----------|---------|---------|---------|
| 2021 | \$14.41 | \$14.90 | \$15.33 | \$16.20 | \$17.29 |

24 HOUR SHIFT FIREFIGHTER/PARAMEDIC

| | Start | 18 Month | 3 Year | 4 Year | 5 Year |
|------|---------|----------|---------|---------|---------|
| 2021 | \$17.38 | \$17.96 | \$18.48 | \$19.54 | \$20.84 |