

COLLECTIVE BARGAINING AGREEMENT

6-30-75

Marysville

This AGREEMENT entered into November 27, 1972 effective July 1, 1972, between the City of Marysville, Michigan, a Municipal Corporation, hereinafter called the City, and Local 1635 of the International Association of Firefighters, and known as Marysville Firefighters Association, 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 I. PURPOSE, DEFINITIONS, MANAGEMENT RIGHTS, STRIKE PROHIBITION

SECTION 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 firefighting service; and to provide an orderly and equitable means of resolving future differences between the parties.

SECTION 2. DEFINITIONS.

"CITY" shall include the elected or appointed representatives of the City of Marysville, Michigan.

"UNION" shall include the officers or representatives of the Union. Whenever the singular number is used, it shall include the plural.

"EMPLOYEE" shall mean full time paid member of the Fire Department.

SECTION 3. MANAGEMENT'S RIGHTS.

Nothing herein contained shall be construed to limit the right of the City of Marysville to regulate, manage and control the Fire Department of the City except as modified by the terms of the agreement and except as specifically directed by the statutes of the State of Michigan.

SECTION 4. UNILATERAL CHANGES PROHIBITED.

The City will make no unilateral changes in Wages, Hours, or

Larry D. Garrow
7 North Connecticut
Marysville, Michigan 48040

Fire Department Rules and Regulations attached during the terms of this agreement, either contrary to the provisions of this agreement or otherwise.

SECTION 5. STRIKE PROHIBITION.

The Union and it's members agree to abide by all the laws of the State of Michigan applicable to the rights of municipal employees to take strike action.

ARTICLE II. COVERAGE

This agreement shall be applicable as to all full time employees of the Fire Department of the City, belonging to Local 1635.

ARTICLE III. RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining representatives of the employees of the Fire Department.

ARTICLE IV. 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 or other mutual aid and protection, to express or communicate any view, grievance, complaint or opinion related to the conditions or compensation of public employment or their betterment, all free from any and all restraint, interference, coercion, discrimination or reprisal.

SECTION 2. RELEASED TIME

Officers and other representatives of the Union with authorization of the Chief shall be afforded reasonable time during regular working hours without loss of pay for negotiations with the City, processing of grievances, and administration and enforcement of this agreement.

SECTION 3. BULLETIN BOARDS

The Union shall be provided suitable bulletin boards, including at least one at each Fire Station or Ladder House, for the posting of Union notices or other materials. Such boards shall be identified with the name of the Union and the Union may designate persons responsible therefor.

SECTION 4. MEETINGS

The Local 1635 of 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.

ARTICLE V. OTHER AGREEMENTS AND ORGANIZATIONS

SECTION 1. OTHER AGREEMENTS

The City shall not enter into any agreements with its employees individually or collectively or with any other organization which in any way conflict with the provisions hereof.

SECTION 2. OTHER ORGANIZATIONS

Employees may belong to other organizations, but not as a condition of employment with the City, nor may such other organizations represent any employee with respect to wages, hours, or conditions of employment or in derogation of the exclusive bargaining agency of this Union.

ARTICLE VI. SALARY SCHEDULE

SECTION 1. GENERAL

A. The Salary Schedule below shall be in effect for the periods noted:

Effective	Classification	Start	6 Mos.	1 Yr.	2 Yr.	3 Yr.
From 7/ 1/72 to 6/30/73	Fireman	\$ 9,454	9,690	9,932	10,429	10,950

SECTION 3. LONGEVITY PAY

In addition to the salary set forth in the salary schedule, employees shall receive Longevity Pay as follows:

1. 2 1/2% per year applied to the annual base pay being received by the employee after five (5) years.
2. 5% per year applied to the annual base pay being received by the employee after fifteen (15) years.
3. 7 1/2% per year applied to the annual base pay being received by the employee after twenty (20) years.

Longevity Pay shall be due and payable as of July 1 of each year, which shall be deemed the anniversary date of employment for all employees (provided that, to be first eligible for longevity pay, an employee shall have in fact served at least 5 years as of July 1).

SECTION 4. OVERTIME PAY

A. Overtime Pay shall be paid for employees of the Firefighting Division for all work in excess of their regularly scheduled work day. Such overtime shall be paid one and one-half (1 1/2) times the employees prevailing hourly rate, which for purposes of the agreement shall be deemed to be the annual salary for such employees as set forth above divided by the annual duty hours.

B. While off duty, time and one-half will be paid for all Fire and Emergency calls. A minimum of two (2) hours at time and one-half will be paid for each response.

ARTICLE VII. HOURS OF EMPLOYMENT

SECTION 1. WORK SCHEDULE

The Work Schedule of employees shall be, for the Firefighting Division, as follows:

A. HOURS: Average of 56 hours per week on a two platoon system to be worked as follows: Twenty-four hours (24) on duty and twenty-four hours (24) off duty, twenty-four hours (24) on duty and seventy-two hours (72) off duty, etc., over a twelve week cycle.

B. DUTY DAY: 24 hour duty day defined as 8:00 A. M. to 8:00 A. M. the following day.

C. Manpower: The City will maintain a six member department with two men on each duty day with the exception of when authorized sick or vacation leave is taken.

SECTION 2. OFF-DUTY RESPONSE REQUIREMENT

All employees shall respond to any emergency if available while off duty and shall maintain monitors in their homes and turn-out gear in their automobiles.

SECTION 3. TRADING OF DAYS

Subject to approval of the Fire Chief and/or Administration, employees shall be permitted to voluntarily trade work or leave days.

SECTION 4. LIVING QUARTERS

All members of the Fire Department will be allowed to use the upstairs facilities of the Firehall such as: Alarm Room, Kitchen Facilities, Lounging Facilities, Sleeping Quarters, Toilet Facilities. Such facilities and areas shall be provided by the City with egress from such by means of a pole and padding from the upstairs to the main floor or apparatus room.

ARTICLE VIII. UNIFORM ALLOWANCE

SECTION 1. RUBBER GOODS

The City shall furnish all Rubber Goods required by employees.

SECTION 2. UNIFORM ALLOWANCE

The City shall, in addition thereto, provide each employee of the Firefighting Division, as Uniform Allowance, \$125.00 per year.

ARTICLE IX. RELATIVE TO REGULATIONS

This agreement shall supercede any rules and regulations inconsistent herewith. Insofar as any provision of this agreement shall conflict with any Ordinance or Resolution of the City, appropriate City amendatory or other action shall be taken to render such Ordinance or Resolution compatible with this agreement.

ARTICLE X. INSURANCE

SECTION 1. LIFE AND ACCIDENT

The City shall provide Ten Thousand Dollars (\$10,000) term life insurance with double indemnity on each employee, for which the City will pay all premiums.

SECTION 2. MEDICAL AND HOSPITAL

Michigan Blue Cross and Blue Shield hospitalization and medical insurance coverage and benefits shall be continued for all employees at not less than the existing levels and benefits of coverage. All premiums shall be paid for by the City.

ARTICLE XI. SICK LEAVE

SECTION 1. ACCUMULATION OF SICK LEAVE CREDITS

A. Each regular full time employee shall be entitled to sick leave with pay of one day for each completed month of service, a total of twelve (12) days per year, subject to the following: One 24 hour duty day shall be equal to two days sick leave.

B. Sick leave may be accumulated if not used during the year granted but the total accumulation shall not exceed 90 days. One half of accumulated sick leave will be paid upon death or retirement.

C. Sick leave shall start to accrue at the first day of the calendar month that is nearest to the date of starting full time regular employment.

D. To receive compensation while absent on sick leave, employees shall notify their immediate superior prior to or within four hours after the time set for beginning his daily duties. A certificate from a physician may be required before compensation for the period of illness is allowed.

F. Employees who have served the City for at least six months shall be allowed sick leave of one day for each completed month of service.

SECTION 2. CHARGES AGAINST CREDITS

A. Sick leave shall be defined as the absence from work of an employee due to his illness, or quarantine (contagious disease) provided, however, in case of death or serious illness in his immediate family a regular employee may be granted sick leave for a period not to exceed three (3) days. An immediate member of the family for this purpose shall be deemed to be a husband, wife, parent or parent-in-law, brother, sister, child, or relative living in the same house.

B. Only work days falling within the period of such leave shall be counted against sick leave.

C. A regular employee shall be granted sick leave not to exceed four (4) hours while serving as a pallbearer at a funeral.

SECTION 3. COMPENSATION

A. In case of disability or injury received while in the discharge of his regular duties, regular compensation or salary will be granted for a period of 90 days, or until sufficiently recovered to perform his regular duties. Longer leave may be granted at the discretion of the City Council. Such leave, if granted, will not be counted against sick leave. Injuries received during working hours shall be reported to the City Manager's Office immediately.

B. If an employee received compensation under a workman's compensation law, or other payments, only that portion of his regular salary will be paid which, together with said compensation received, will equal his current straight time pay.

ARTICLE XII. SENIORITY

A. Seniority shall be defined as last continuous period of employment.

B. Termination of Seniority

1. Discharge for cause;
2. Layoff exceeding five (5) years;
3. Absence without leave exceeding four (4) weeks;
4. Voluntary quit

C. Application

1. Layoff and rehire shall be governed by seniority of the Fire Department
2. Promotion shall be based on seniority, merit, and ability for the position in question. Promotion will be based on seniority where other factors are equal. Senior employees shall be given justification for the promotion of a junior employee to a position higher than his own.

ARTICLE XIII. VACATION

SECTION 1. FIRE DEPARTMENT VACATION

All Fire Department employees who have completed at least one (1)

year of continuous employment are entitled to a vacation with pay to be taken in the following year according to the following schedule:

<u>VACATION OF</u>	<u>AT LEAST</u>	<u>BUT LESS THAN</u>
11 duty days	1 Year	15 Years
14 duty days	15 Years	25 Years
16 1/2 duty days	25 Years	To Retirement

However, if an employee does not have one (1) full year of employment by December 31, he shall be eligible for 1/12 of vacation time for each month he has worked prior to December 31 to be taken upon completion of the one year period. Vacation credit shall start at the first day of the calendar month that is nearest to the date of his employment.

Vacations and vacation pay shall not accumulate from one calendar year to another. However, if the work of the Department permits, an employee may be allowed to take part or all of his vacation for one (1) year in the year following, provided it is completed during the calendar week in which April 15 of that year falls. If the City shall request an employee to forego his vacation, such employee shall be given vacation pay in lieu of vacation.

When employment is terminated for any reason, an employee who has completed one or more years of continuous employment will be paid an allowance for vacation earned but not previously taken. This allowance will be computed as follows:

The full vacation pay to which he was entitled on December 31 of the previous calendar year; plus 1/12 of full vacation pay for each full month that has elapsed since the first of January in the current calendar year.

If an employee is off work due to a leave of absence without pay, he will be eligible for vacation he has earned prior to taking a leave of absence but will not receive credit for the time he is absent from work.

SECTION 2. PAY IN LIEU OF VACATION

Three (3) duty days pay in lieu of vacation may be granted upon approval of the City Manager.

ARTICLE XIV. DISCIPLINE

No employee shall be removed, discharged, reduced in rank or pay,

suspended or otherwise punished, except for cause, and in no event until he shall have been furnished with a written statement of the charges and the reason for such action, and charges shall be void unless filed within fifteen (15) days of the occurrence of the alleged violation. In the event a grievance thereon is filed by the employee, as elsewhere provided in this agreement, the burden shall be on the City to justify the action complained of. In any grievance proceeding, the employees shall have reasonable time to prepare for defense against charges preferred, and shall have the right to counsel.

ARTICLE XV. GRIEVANCE, GRIEVANCE
COMMITTEE, GRIEVANCE PROCEDURE

SECTION 1. GRIEVANCE DEFINED

A grievance shall be defined as an alleged violation of a specific section or article of this agreement.

SECTION 2. GRIEVANCE COMMITTEE DEFINED

The committee for the purpose of negotiating and grievance shall be chosen by the employees and the names of the committeemen shall be given in writing to the City. No committeeman shall function as such until the City has been so notified.

SECTION 3. GRIEVANCE PROCEDURE

A. There shall be an informal discussion between the employee and the Chief of Department with a Union representative. This is to be accomplished within four (4) days of the alleged dispute.

B. If an impasse has been reached in the above step, the grievance shall be reduced to writing and delivered to the Chief of Department after which he shall have five (5) days to render an answer in writing to the Union Grievance Committee.

C. If no solution to the problem can be reached by the above step, then the Grievance Committee shall request an audience for the employee and the Committee with the City Manager. This step must be completed within ten (10) days.

D. Arbitration Clause

1. In the event that any grievance or disputes cannot be adjusted by the employer and the Union, as outlined above, and the City and the Union agree to do so, then such matters shall be referred to arbitration. The arbitrator shall be selected by the parties by mutual consent, in a manner prescribed by the American Arbitration Association.

Jurisdiction of Arbitration hereunder shall be limited to employee grievances arising out of the interpretation or application of this agreement, or of any written amendments hereof or supplements hereto. If the grievance concerns matters not so within the jurisdiction of Arbitration it shall be returned to the parties without decision.

2. The decision of the Arbitrator shall be final and binding on all parties for the terms of this contract, and they hereby agree to abide by same.
3. The Arbitrator's fee and expenses, and the American Arbitration Association's charge, if any, shall be borne equally by both parties. The employer shall not be liable for payment of wages to, or the expenses or charges of, any employee or representatives of any employee, or the Union, who participates in any way in such arbitration.

SECTION 4. OTHER REMEDIES

The Grievance procedures provided in this agreement shall be supplementary or cumulative to, rather than exclusive of, any procedures or remedies afforded to any employee or the City by law.

ARTICLE XVI. GENERAL

SECTION 1. 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, of the Union, and of the employees in the bargaining unit. 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 therefor, such provision shall be void and inoperative; however, all other provisions of this agreement shall, insofar as possible, continue in full force and effect.

SECTION 2. DISTRIBUTION OF AGREEMENT

A copy of this agreement shall be distributed by the City to all employees of the Fire Department.

ARTICLE XVII. DURATION

SECTION 1. This agreement shall be effective July 1, 1972 and shall remain in force and effect to and including June 30, 1975.

SECTION 2. The parties agree that, commencing not later than March 30, 1975 they will undertake negotiations for a new agreement for a succeeding period.

SECTION 3. 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, subject to termination by either party on 90 days written notice.

SECTION 4. One Economic Reopener is subject to negotiation and amendment effective July 1, 1973, and July 1, 1974, with negotiation starting no later than May 1, 1973, and May 1, 1974.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives the day and year first above written.

CITY OF MARYSVILLE, MICHIGAN
A Municipal Corporation

LOCAL NO. 1635 OF THE
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, also known as
MARYSVILLE FIREFIGHTERS ASSOCIATION
AFL-CIO

By _____

By _____

By _____

By _____

DATED: _____

Approved as to form by _____
City Attorney