

TABLE OF CONTENTS

| <u>ARTICLE</u> |                                   | <u>PAGE</u> |
|----------------|-----------------------------------|-------------|
| I              | Recognition of Union              | 1           |
| II             | Recognition of Rights of Employer | 2           |
| III            | Union Security and Check-Off      | 3 - 6       |
| IV             | Union Representatives             | 7           |
| V              | Special Conferences               | 8           |
| VI             | Grievance Procedure               | 9 - 14      |
| VII            | Discharge and Suspension          | 15 - 16     |
| VIII           | Seniority                         | 17 - 19     |
| IX             | Application of Seniority          | 20 - 24     |
| X              | Loss of Seniority                 | 25 - 26     |
| XI             | Wage Rates                        | 27          |
| XII            | Hours of Work                     | 28 - 29     |
| XIII           | Holiday Pay                       | 30 - 31     |
| XIV            | Vacations                         | 32 - 34     |
| XV             | Insurance                         | 35          |
| XVI            | Unpaid Leaves of Absence          | 36 - 38     |
| XVII           | Union Bulletin Boards             | 39          |
| XVIII          | Rates for New Jobs                | 39          |
| XIX            | Written Agreements                | 39          |
| XX             | Strikes Work Interruptions        | 40          |
| XXI            | Sick Time                         | 41 - 42     |
| XXII           | Bereavement Pay                   | 43          |
| XXIII          | Miscellaneous                     | 43          |
| XXIV           | Term of This Agreement            | 44          |
| XXV            | Longevity                         | 45          |
|                | Appendix "A"                      | 46          |

*Bis*  
*RAPIDS*

## A G R E E M E N T

This Agreement entered into as of this 1st day of July 1973, between the City of Big Rapids (hereinafter referred to as the "Employer") and the International Firefighters Association, Local No. 1776, on behalf of the Fire Department employees. Wherever the term "Union" is used in this Agreement, it shall refer to the above described Association, should it be necessary to carry out the intended provision of this Agreement.

(NOTE:) The headings used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only).

PURPOSE AND INTENT: The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the employer's success in establishing a proper service to community.

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



## ARTICLE I

Recognition of Union

A. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the International Firefighters Association, Big Rapids Division, as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all employees of the employer included in the bargaining units described below:

All Fire Department employees, including all firemen, but excluding the Fire Chief and the Assistant Fire Chief. However, it is understood that the Assistant Fire Chief may join the Union if he voluntarily decides to do so.

B. Aid To Other Unions. The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union's representation in the bargaining units described in Paragraphs A and B.

## ARTICLE II

Recognition of Rights of Employer

A. Nothing in this Agreement shall be deemed to limit or curtail the City in any way in the exercise of its rights, powers and authority, unless and only to the extent that specific provisions of this Agreement curtail or limit such rights, powers and authority. The Union recognizes that the City's rights, powers and authority include but are not limited to, the rights to direct and manage the work force, including by way of illustration the determination of policies, operations, assignments, schedules, discipline, layoff of employees, purchasing equipment, and maintenance of equipment, except as any of these rights are expressly abridged by the provision of this Agreement.

B. Rules. The City shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety and/or effective operations and put such into effect after advance notice to the Union and the employees. Any complaint relative to the reasonableness and application of any rule may be considered as a grievance and subject to the grievance procedure contained in this Agreement.



## ARTICLE III

Union Security and Check-Off

A. Requirements of Union Membership. To the extent that the laws of the State of Michigan permit, it is agreed that:

(1) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.

(2) Employees covered hereby who after the effective date of this Agreement become members of the Union shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.

(3) Each employee hired on or after July 1, 1970 shall, as a condition of employment after 6 months of employment, either acquire and maintain membership in the Union, or pay to the Union each month, a service charge as a contribution toward the administration of this Agreement, in an amount equal to the regular monthly dues. Such contributions shall be checked off upon proper written authority executed by the employee.

B. Union Dues and Initiation Fees.

(1) Payment by Check-off or Direct To The Union.

Employees may tender the initiation fee uniformly required as a condition of acquiring membership in the Union and monthly

membership dues by signing the Authorization for Check-off of Dues Form, or may pay the same directly to the Union.

Check-off Form: During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-off of Dues hereinafter set forth, and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-laws of the Union from the pay of each employee who executes or has executed an Authorization for Check-off of Dues Form which is consistent with the terms of this Agreement and does not impose restrictions of free choice upon employees.

(2) Deductions. Deductions shall be made only in accordance with the provisions of said Authorization for Check-off of Dues, together with the provisions of this Agreement. The Employer shall have no responsibility for the collection of initiation fees, membership dues, special assessments, or any other deductions not in accordance with this provision.

(3) Delivery of Executed Authorization of Check-off Form.

A properly executed copy of such Authorization for Check-off of Dues form for each employee for whom the Union membership dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions



shall be made thereafter only under Authorization For Check-off of Dues forms which have been properly executed and are in effect. Any Authorization For Check-off of Dues which is incomplete or in error will be returned to the Union's Secretary-Treasurer.

(4) When Deductions Begin. Check-off deductions under all properly executed Authorization For Check-off of Dues Forms shall become effective at the time the application is tendered to the Employer and shall be deducted on the first payday of the next calendar month and on the first payday of each calendar month thereafter.

(5) Delivery of Additional Check-off Forms. The Union will provide to the Employer any additional Authorization For Check-off of Dues Forms under which the Union membership dues are to be deducted.

(6) Refunds. In cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution or Bylaws, refunds to the employee will be made by the Union involved.

(7) Remittance of Dues to Secretary-Treasurer. Deductions for any calendar month shall be remitted to the designated Secretary-Treasurer of the Union as soon as possible after the first of the succeeding month. The Employer shall furnish the designated financial officer of the Union monthly with a list of

those for whom the Union has submitted signed Authorization for Check-off of Dues Forms, but for whom no deductions have been made.

(8) Termination of Check-off. An employee shall cease to be subject to Check-off deductions beginning with the month immediately following the month in which he revokes his Authorization for Check-off of Dues. The Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

(9) Limit of Employer's Liability. The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.



## ARTICLE IV

Union Representatives

A. The Fire Department employees covered by this Agreement will be represented by a bargaining committee of two (2) such employees, one (1) of whom shall be designated by the Union as Chairman of the unit.

B. The Union shall keep the City Manager advised, in writing, of the members of the Bargaining Committee, and only such duly certified employees shall be recognized by the City as members of the Employees Committee.

C. The Union shall have the right to have one (1) Steward. For the purpose of layoff and recall only, Stewards shall be considered to have the greatest seniority of all employees in their respective departments provided that such employee must have the physical fitness and ability to perform the work available.

## ARTICLE V

Special Conferences

Special conferences for important matters, including safety and the treatment of employees will be arranged between the Union and the Employer or its designated representative at mutually convenient times and places when there are important matters to discuss. Such meeting shall be between representative of the Employer and no more than two (2) employee representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. This meeting may be attended by a representative of the City Commission and/or a representative of the Union. Up to two (2) employee representatives will be compensated for scheduled work hours lost while in attendance at these joint meetings.

Minutes will be kept of these meetings. The disposition of the problem will be reduced to writing if either side so chooses.



## ARTICLE VI

Grievance ProcedureA. Definition of Grievance

A grievance is defined as a question, problem, complaint, request or dispute regarding the meaning or application of the terms and provisions of this Agreement. Any grievance filed shall refer to the specific provision or provisions of this Agreement alleged to have been violated, and it shall set forth the facts pertaining to such alleged violations.

B. Verbal Procedure

An employee and/or his Steward may discuss a grievance with the employee's supervisor.

If the grievance is thus satisfactorily settled, the settlement shall be reduced to writing no later than the end of the second (2nd) working day following the last discussion of it, the settlement shall be signed by the Supervisor, and a copy of the settlement shall be given to the employee and the Steward.

C. Written Procedure

Step One: If the grievance is not settled through the verbal procedure above, it may be reduced to writing, shall state the date it was denied by the Supervisor in the verbal procedure, shall be signed by the employee and his Steward, and presented to the employee's Supervisor, provided that such must be done no later than the end of the third (3rd) working day following denial

of the grievance in the verbal procedure, failing which, it will be deemed to have been withdrawn permanently. The Supervisor shall endorse the Union's copy of the grievance to show the date of receipt.

The Supervisor shall render his written disposition of any grievance so filed, no later than the end of the third (3rd) working day following the day of his receipt of the grievance, and he shall give a copy of his disposition to the employee's Steward or, in the Steward's absence, to the Unit Chairman, who shall endorse the Supervisor's copy to indicate receipt by the Union of such disposition and the date of such receipt.

Step Two: If the grievance disposition given in Step One is not considered satisfactory, the Grievance may be filed in Step Two by the Unit Chairman who shall submit it to the City Manager no later than the end of the third (3rd) working day following the date of the disposition of the grievance in Step One. Failure to so advance a grievance to Step Two shall result in its being deemed permanently settled on the basis of the disposition given it by the Supervisor in Step One. The City Manager shall endorse the Union's copy of the grievance to show the date of receipt.

After investigation of the grievance and discussion of it with the Union Committee if the Unit Chairman so requests, the City Manager shall give his written disposition of the grievance



to the Unit Chairman who shall endorse the Manager's copy to indicate receipt of such disposition and the date of such receipt. This Step shall be completed within five (5) working days of receipt of the grievance by the Manager.

Step Three: If the grievance is not settled in Step Two, the Union, no later than the end of the fifth (5th) working day following completion of Step Two, may make written request to the City Manager for a further meeting. If the Union does not so request such further meeting, the grievance shall be considered permanently settled on the basis of the disposition of it given by the City in Step Two.

If the Union requests such further meeting, it shall be held as promptly as practicable, but not later than on the tenth (10th) working day following the date of the Union's request for it. Either party may have present such of its attorneys, consultants or persons in its higher echelons, as it shall select.

If such further meeting be held, the City shall give written disposition of the grievance to the Unit Chairman no later than the end of the fifth (5th) working day following the date of such meeting.

Step Four: Arbitration. If the grievance disposition given in Step Three is not considered satisfactory, the Union may elect to take the grievance to arbitration. If it does not do so, in the manner provided herein, the grievance shall be deemed to have been settled on the basis of the disposition given

to it in Step Three, and its subject matter shall not be resubmitted to the grievance procedure.

If the Union wishes to appeal denial of a grievance in Step Three, a Council or International Representative of the Union shall, within thirty (30) calendar days after the date of the Employer's disposition in Step Three, notify the City in writing that it elects to take the matter to arbitration.

In the event the City and the Union are unable to agree on an impartial arbitrator, the arbitrator will be selected from a list of arbitrators submitted by the American Arbitration Association. A list of five (5) arbitrators will be requested from the American Arbitration Association, with each party having the right to strike two (2) names. The arbitrator remaining on the list shall serve as the independent arbitrator.

The Employer, the Union, and the independent arbitrator, shall be subject to the following, which shall control if there be conflict with a rule of the American Arbitration Association:

(1) The Arbitrator shall be empowered to rule only on a grievance which involves an interpretation or application of this Agreement.

(2) The Arbitrator shall not add to, subtract from, ignore or change any of the provisions of this Agreement.

(3) It shall not be within the jurisdiction of the Arbitrator to change an existing wage rate, or to establish a new wage rate, nor to rule on the Employer's rights to manage and direct its work force unless there is contained in this Agreement a specific and explicit limitation of those rights,



nor to infer from any provisions of this Agreement any limitation of those rights.

(4) Each party shall furnish to the Arbitrator and to the other party whatever facts or material the Arbitrator may require to properly weigh the merits of the grievance, provided, however, that such facts or material must have been discussed during the grievance procedure preceding appeal to arbitration.

(5) The Association's administrative fee and other charges and the arbitrator's charges for his service and expenses shall be shared equally by the Employer and the Union.

(6) The Arbitrator's decision, on an arbitrable matter within his jurisdiction, shall be final and binding.

D. Grievance Procedure - General

It is understood and agreed that any grievance settlement arrived at hereunder, between the City and the Union, is binding upon both parties and cannot be changed by any individual employee.

If the City Representative in Step One or in Step Two fails to provide disposition of a grievance within any time limit set forth for him herein, the grievance shall be automatically advanced to the next step, Step Two or Step Three, respectively.

For working time necessarily spent in investigating a grievance which an employee has already submitted to the grievance procedure above provided, or in discussing such a grievance with a representative (or representatives) of the City, Stewards and the Unit Chairman shall be paid, at their

regular, straight time rate, for those hours during which they would otherwise have been at work for the City, it being agreed that such investigation or discussion shall be performed with a minimum of interference with work assignments and loss of working time. In no event shall any such Union representative leave his work for such purpose before first notifying his Supervisor and turning his work over to a replacement who shall be provided by the Supervisor as promptly as is practicable under the circumstances.

It is agreed that any grievance must be brought up within five (5) working days after it might, reasonably, have become known to exist. In any event, no grievance claim shall be valid for a period prior to the date such claim was first filed in writing in the grievance procedure above provided. Back pay shall be limited to the amount of the wages the employee would have

earned, within the foregoing limitation, less any amount received by him from employment, self-employment or unemployment compensation.



## ARTICLE VII

Discharge and SuspensionA. Notice of Discharge or Suspension

The Employer agrees promptly upon the discharge or suspension of an employee to notify in writing the Steward in the Department of the discharge or suspension.

B. The discharged or suspended employee will be allowed to discuss his discharge or suspension with the Steward of the Department and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative, will discuss the discharge or suspension with the employee and the Steward.

C. Appeal of Discharge or Suspension

Should the discharged or suspended employee or the Steward consider the discharge or suspension to be improper, a grievance may be filed in writing at Step Two of the grievance procedure within two (2) regularly scheduled working days of the discharge. In the event no grievance is filed within that period, the matter shall be deemed dropped by the employee and the Union.

D. Use of Past Record

Employer will not base disciplinary action, in whole or in part, on any rule infractions occurring more than two (2) years prior to the date of discipline. It is understood, however,

that a significantly serious falsification of an Employment Application may be grounds for dismissal at the time it is discovered or reported by the City Manager.



## ARTICLE VIII

SeniorityA. Definition

Seniority is defined as length of continuous service with the Department since the employee's most recent date of hire. Seniority shall commence after the employee completes the probationary period hereinafter provided for. Seniority shall be applied only as specifically set forth in this Agreement.

B. Seniority Lists

Promptly following the effective date of this Agreement, but no later than thirty (30) days thereafter, the City shall post a list of the employees covered hereby, in seniority order according to its records - most senior employees being listed first.

Semi-annually after the date of such initial posting, for the duration of this Agreement, the City will, upon request, furnish to the Union a copy of a list of the employees covered hereby, in seniority order, most senior employee appearing first.

It shall be the responsibility of each employee to check each such later list and to notify the City Manager of any alleged error therein. Disputes as to the correctness of seniority shown on the list, so presented, shall be subject to the grievance procedure herein, if not amicably resolved.

In effecting personnel changes, the City shall be entitled to rely on such posted lists. If an employee shall so notify the City Manager of the existence of error in the current list at the time of, or following, such a personnel change, and it is agreed that error exists, the City shall incur no liability for any erroneous personnel change until the end of the fifth (5th) working day following the day on which the employee so notifies the City of such error.

C. Probationary Employees

All employees shall be considered to be on probation, and shall have no seniority, for six (6) calendar months of continuous employment following the first day of work for the Department.

If an employee who is laid off during his probationary period is returned to work by the Department and works at least one (1) calendar month, he shall be credited with such period of work towards completion of his probationary period. If he so completes a total of six (6) months of work within a one (1) year period, he shall be deemed to have completed his probationary period.

The City shall have no obligation to re-employ an employee who is laid off or discharged during his probationary period.



D. Seniority Status

Upon an employee's completion of the probationary period, he shall acquire seniority and he shall be placed upon the seniority list with a date to coincide with his date of last hire.

As between any two (2) or more employees who have the same seniority date, seniority shall be determined by the drawing of lots.

E. Seniority Employees Transferred Outside The Bargaining Unit.

If an employee is transferred to a position with the City which is not included in the unit covered hereby and he is thereafter transferred again to a position within such unit by the City, he shall be deemed to have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

F. Temporary Employees

Temporary employees, commonly called summer help, will not be covered by, nor subject to, any provision of this entire Agreement. The City agrees not to abuse the right to hire temporary employees.

## ARTICLE IX

Application of SeniorityA. Basic Principle

Seniority shall be applied in job transfers, layoffs and recalls when the employees under consideration each have the skill and ability to perform the job available.

B. Temporary Transfers

If, in the opinion of the City, there is a temporary surplus or deficiency of employees in any job covered hereby, the City shall have the right temporarily to assign an employee to another job for which it deems him qualified, with no change in rate or classification.

C. Permanent Transfers and Promotions1. Fire Department

Promotions within the Fire Department bargaining unit shall be based on the following rating schedule:

(a) 35 points for a written examination, set up and administered by the City. Must pass the examination by a score of at least 60% to be considered.

(b) 15 points for experience. 1 point for each year up to 10 years and 1/2 point for each year after 10 and up to 20 years total.

(c) Performance rating: 10 points of rating to be done by the Fire Chief of Big Rapids and 10 points of rating to be done



by the immediate supervisor (presently the Assistant Chief of Fire Department or City Manager). Total performance rating of 20 points.

(d) 30 points for an oral examination. This examination would be administered by three Fire Department officers selected by the City from jurisdiction outside Mecosta County.

Total points = 100

A Fireman must have four years of experience with the Big Rapids Fire Department before consideration for promotion provided, however, that there must be at least three successful candidates for each promotion after taking the written examination. If there are not three successful candidates, then additional candidates will be added in order of seniority, until there are three successful candidates in total.

#### D. Layoff Procedure

Whenever it becomes necessary to lay off any employees for lack of work, the City will notify the employees seven (7) calendar days in advance of the layoff if the layoff is expected to exceed seven (7) calendar days in duration. The following procedure shall be used.

1. The employee in the classification with the least seniority will be laid off first and so on, within the classification, providing the remaining employees in the classification have the skill and ability to qualify to do the

required work.

Employees laid off from their classification may exercise seniority to displace a junior employee in any lower job classification for which the laid-off employee has the skill and ability to do the work satisfactorily with normal supervision but without any additional training.

Ability to do the work satisfactorily is interpreted to mean the employee's ability to meet quality and quantity of workmanship, or efficiency of an average operator on that type of work, within his or her first three (3) working days on the new job.

An employee may exercise seniority to bump into a different classification only once during any one layoff. If that employee is unable to perform the job within three (3) days under the preceding paragraph, said employee shall not have any further bumping rights but shall be laid off.

2. Employees laid off for lack of work shall continue on layoff status until recalled according to seniority.

E. Recall

When the work force is increased after a layoff, the following procedure will be followed:

1. If an increase in a job classification is necessary, recall of laid-off employees will be made in order of seniority,



the most senior employee being recalled first, whether such employee is on layoff status or has been transferred to another lower-rated job classification in lieu of layoff.

F. Procedure to Accomplish Recall

When employees laid off for lack of work are to be recalled, the following method will be used by the City.

1. The employee or his spouse will be called by telephone, or notified in person of his recall and the date on which he is to return to work.

2. If an employee cannot be contacted personally under "1" above, the City will send a certified letter notifying the employee of his recall to work and the date of his return. This will be done even if the employee's spouse is contacted.

3. Any employee notified in accordance with "1" or "2" above, who fails to report for work within the time limits set forth in Article X, Section A(g) of the contract shall be considered to have quit.

If the date given in the recall notice is a date beyond the end of the three (3) working day period specified above, the employee shall have until the end of the shift on the day specified to report before being considered as a quit.

It is the employee's responsibility to maintain his correct address and telephone number on file with the City Manager, and

the City shall not assume any responsibility in the event notices are not received because the last address or telephone number is not correct; provided, in the event of a layoff, a layoff slip will be issued and will contain the name, address and telephone number of the employee. A copy of this slip will be signed by the employee and retained by the City.

G. Should an employee regularly employed by the City of Big Rapids as a fire fighter be incapacitated due to accident, illness or casualty, or through no fault of his own, be unable to perform his regular duties, he shall, if qualified, before or after some training by the City of Big Rapids, be given every consideration to fill any opening or position with the City of Big Rapids, provided that filling of such a duty or position does not conflict with any other contract between the City of Big Rapids and other departments of the City. Any permanent employee with such an incapacity will be given consideration to fill such duty or position over and above any part-time employee or possible new candidate for the duty or position.



## ARTICLE X

Loss of SeniorityA. General Rules

An employee covered by this Agreement shall cease to have seniority and shall have his name removed from the seniority list, in the event:

(1) He is discharged for just cause and the discharge is not reversed; or

(2) He retires; or

(3) He quits; or

(4) He is laid off for a period of one (1) year or the length of his seniority, whichever is greater; or

(5) He accepts employment elsewhere while on a leave of absence (other than a Union business leave of absence), or is self-employed for the purpose of making a profit, during a leave of absence; or

(6) He fails to report for work within three (3) working days after expiration of a leave of absence; or

(7) He fails to report for work within three (3) working days after he is notified to do so in person, by telephone, or by telegram or by certified or registered mail sent to his address of record with the City; or  
provided that, in the case of notice given in person or by

telephone, the City shall promptly thereafter give to the Local Chapter Chairman a memorandum, in writing, that it has given such notice; or

(8) He is absent from work, without permission for three (3) consecutive scheduled workdays.

B. Exceptions to above General Rules

An employee whose name is removed from the seniority list for any of the reasons "(2)" through "(8)" above, shall be deemed to have quit, subject only to the following exception:

If an employee falls within situation "(6)", "(7)" or "(8)" and his failure to report or his absence from work is on account of illness or injury or other serious reason beyond his control, he may retain his seniority if he has notified the City Manager of such reason by certified mail, or by telegram, before the expiration of the three-day period in the case of "(6)" or "(7)", or before the end of his scheduled shift on the third (3rd) working day in the case of "(8)".

It is recognized that the City may require substantiation of the reason given by an employee under which he claims exception as above. If the reason is not substantiated upon such request, to the satisfaction of the City, and the City determines that the employee's loss of seniority shall stand, the employee may appeal the determination of the City to the grievance procedure herein provided.



## ARTICLE XI

Wage Rates

A. Job classifications and rates of pay for work presently performed by covered employees is set forth in Appendix A, B, and C which is attached hereto and made a part hereof.

B. Any Fire Department employee who works a normal eight (8) hour day shall have the same benefits as regular City employees.

## ARTICLE III

Hours of Work

A. This Article defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week, except that employees shall be paid for all hours they are required by management to remain on the job.

Fire Department Employees

1. A fire fighter's work week shall be as is required to operate a three (3) platoon system, with an average 56 hours per week per man, computed over a period of one (1) calendar year.

2. "Day" shall mean a scheduled period of twenty-four (24) consecutive hours of duty.

B. Overtime shall be paid to the fire inspector for all work in excess of his regularly scheduled work day, eight (8) hours, or work week of forty (40) hours. Such overtime shall be paid one and one half (1 1/2) times the employee's regular hourly rate.

C. The City reserves the right to establish shift starting and quitting times. The Union will be notified at least seven (7) calendar days in advance of general changes in starting and quitting times. Such general changes will be discussed at a special conference between the Union representatives and the City Manager.



D. 1. Nothing in this contract shall guarantee any number of hours of work, nor shall there be any limitation of the City's right to schedule or require reasonable amounts of overtime work.

2. All employees shall be required to work a reasonable amount of overtime when requested by their supervisor under the following procedure. If employees in a classification are asked to work overtime voluntarily, from senior to junior employees, and refuse, or sufficient employees do not accept, then overtime will be assigned starting with the junior employees, with the necessary skill and ability on up until there are enough people, and overtime shall be required of those selected.

E. Employees called back for overtime duty shall be guaranteed at least two (2) hours of pay at the rate of time and one-half. This section does not apply to employees who continue work after the end of their normal day.

F. Overtime premiums shall not be pyramided for any hour of work.

## ARTICLE XIII

Holiday Pay

A. Subject to the conditions hereinafter set forth, the City agrees to pay to its employees eight (8) hours of pay at their hourly rate then in effect for the following holidays:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Veterans Day

Thanksgiving Day  
Christmas Day

For consideration of day off or pay the Holiday will be granted on the day that it is celebrated.

B. Eligibility

In order to qualify for such holiday pay, each employee must have been employed by the City for three months, and

1. Work the full number of scheduled work hours; or
2. Receive vacation pay for the entire day; or
3. Receive sick pay for the entire day because of bona fide illness; or
4. Receive approval in writing from his supervisor to take the day off

on the City's last scheduled workday prior to each such holiday (which shall be Friday if the holiday is celebrated on Saturday, Sunday or Monday) and the full number of scheduled work hours on the City's first scheduled workday after each such holiday. In the event of tardiness or absences, in subsection (1) above,



of no more than thirty (30) minutes on either the scheduled workday preceding the holiday or following the holiday, the City may permit the employee to collect his holiday pay provided the employee can establish a reason satisfactory to the City for such tardiness or absences.

C. If a fireman works on a holiday, he shall receive twenty-four (24) hours off at a mutually convenient time. If a holiday falls during a fireman's scheduled day off, he shall receive sixteen (16) hours off at a mutually convenient time. The sixteen (16) hour periods for a holiday may be accumulated.

An employee shall be considered to have worked on a holiday only if more than half of his scheduled hours fall during the twenty-four (24) hour period of the holiday.

D. Employees on layoff or on leave of absence are not eligible to receive holiday pay as provided for in this Article, except as provided in Section B.

E. If such a holiday falls within a fireman's scheduled vacation period, he shall receive sixteen (16) hours off as more fully described in Paragraph C above.

## ARTICLE XIV

VacationsA. Eligibility

An employee is eligible for the following vacation pay:

1. Two weeks pay after 1 year of seniority.
2. Three weeks pay after 7 years of seniority.
3. Four weeks pay after 14 years of seniority.

Vacations shall be earned at the rate of three (3) working days for the first week of vacation and two (2) working days for the second week of vacation in any vacation year.

For employees entitled to a third week of vacation in any vacation year, the third week shall be earned at the rate of three (3) working days if the third week is not taken consecutively with the first two weeks. If the three weeks are taken consecutively, the third week shall consist of two (2) working days only.

For employees entitled to a fourth week of vacation in any vacation year, the fourth week shall be earned at the rate of two (2) working days if the fourth week is not taken consecutively with the first three weeks. If the four weeks are taken consecutively, the fourth week shall consist of three working days only.



Only customary and usual tour of duty days are to be construed as vacation time of any particular employee, and only such usual and customary tour of duty days are to be deducted from the employee's earned vacation for any particular year, whether employee takes one, two, three or more days off at any one time, vacations to be taken after permission of Fire Chief who shall allow said vacation at a time when employees are not indispensable or necessary. Pursuant to the foregoing, employees may take their vacations in consecutive weeks.

To be eligible for full vacation pay an employee must have been a full-time employee and received pay during all available work hours during the year preceding his anniversary date or have received a paid leave during the same period. If an employee has any unpaid time during the twelve (12) calendar months preceding his anniversary date his vacation pay will be prorated accordingly.

Any employee with less than one (1) year of service whose employment is terminated or any employee who is discharged for cause waives his right to any accumulated vacation time. All other employees with one or more years of service whose employment is terminated will be entitled to all vacation time accumulated to the termination date in that vacation year.

Vacations will be scheduled by supervision at mutually convenient times subject to the employee needs of the particular

operation. Seniority will be honored in ranking employee requests for particular vacation weeks. All vacation earned as of an employee's anniversary date must be taken during the following twelve (12) months.

If a paid holiday falls within the week during which an employee is on authorized vacation, he will be treated in accordance with Article XIII, Paragraph E.

Vacation pay shall be computed on the basis of the employee's rate at the time the vacation is taken. An employee will be given his vacation pay with the weekly paycheck he receives immediately preceding his vacation.



## ARTICLE XV

Insurance

A. The City agrees to provide hospitalization insurance comparable to Blue Cross-Blue Shield MVF-1 coverage for an employee and his dependents. The full cost of this policy shall be borne by the City.

The City shall carry a \$2,000.00 Life Insurance policy with \$7,000.00 of Accidental Death and Dismemberment coverage for each employee. The full cost of this policy shall be borne by the City. All employees shall be eligible for this insurance after completing thirty (30) calendar days of employment with the City.

The City shall carry an Accident and Health Policy which will pay the employee (1/2) of their regular salary for a maximum of 52 weeks which can be used in conjunction with sick pay at 1/2 day per day, not to exceed their regular pay scale.

## ARTICLE XVI

Unpaid Leaves of AbsenceA. Military Service Leave

The City and the Union agree that the matter of leave of absence for an employee during the period of his military service with the Armed Forces of the United States, and of his reinstatement thereafter, shall be governed by applicable statutes.

B. Personal Business Leave

An employee shall have the right to make written application for leave of absence for a period of up to one (1) calendar month, for personal reason of persuasive nature which shall be stated in the application. Granting of such leave shall be in the discretion of the City. If the leave be granted, seniority shall be retained and accumulated during the period of leave.

Extension of a personal business leave of absence may be granted, in the discretion of the City, for a further period or periods, to a total period of not to exceed six (6) calendar months. During such an extension or extensions, seniority shall be retained, but it shall not be accumulated upon.

C. Sick Leave

An employee who is ill or suffers an injury necessitating absence from work will be granted a sick leave of absence for a period up to one (1) year. Such leave, and any extension(s)



thereof, may<sup>be</sup> granted for like cause. Seniority shall be retained and accumulated during the first twelve (12) months of a sick leave of absence. An employee who is off on a sick leave of absence shall have the right to bump back to his old job if he was on a sick leave caused by an injury arising in the line of duty. If an employee is on a sick leave for any other reason for three (3) months or less, he shall have the right to bump back to his old classification. All other employees shall have preferential seniority.

An employee applying for, or returning from sick leave of absence may be required by the City to furnish a physician's statement as to his condition.

D. Union Business Leave

An employee covered hereby who is elected or appointed to a full-time office in the Union, the fulfillment of the duties of which requires a leave of absence, shall be granted a leave of absence for his term of office. Seniority shall be accumulated during the first twelve (12) months of such a leave of absence, and retained thereafter.

One member of the Union elected to attend a function of the International Union, such as conventions or educational conferences, shall be allowed time off without pay to attend such conferences and/or conventions. Such leave shall not exceed

one (1) calendar week in duration.

A request for Union business leave of absence shall be in writing, shall be submitted by the President of the Union's Council, shall be submitted to the City Manager, and shall state the general purpose for which Union business leave is requested.

E. Paid Union Business

During the first year of the contract, July 1, 1973 to June 30, 1974, officers of the Fire Fighters Association shall receive one (1) day off with pay per association officer, not to exceed a total of three (3) days for the Department.

During the second year of the contract, July 1, 1974 to June 30, 1975 and each year thereafter, officers of the Fire Fighters Association shall receive two (2) days off with pay, not to exceed a total of six (6) days for the Department.



## ARTICLE XVII

Union Bulletin Boards

The Employer will provide a bulletin board in each department which may be used by the Union for posting notices of the following types:

- (a) Notices of recreational and social events.
- (b) Notices of elections.
- (c) Notices of results of elections.
- (d) Notices of meetings.

## ARTICLE XVIII

Rates for New Jobs

When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a permanent classification and rate structure. In the event the Union does not agree that the description and rate are proper, it shall be subject to negotiation.

## ARTICLE XIX

Written Agreements

There are no understandings or agreements or past practices which are binding on either the City or the Union other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding on either the City or the Union until it has been put in writing and signed by both the City and the Union.

## ARTICLE XX

Strikes, Work Interruptions

A. The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. The Union therefore agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket employer's premises. The Union further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with the services of Employer.

B. The City may at its option, discipline, including discharge, any or all employees violating any provision of Paragraph A of this Article.

C. During the term of this Agreement the City shall not cause, permit or engage in any lockout of its employees.

D. Both the City and the Union reserve all rights to seek legal redress for any violation of this Article. Nothing contained in this Article shall be construed as a waiver of any such right to which either party is entitled.



## ARTICLE XXI

Sick Time

A. Every Fire Department employee shall be allowed sick leave with pay at the rate of  $10 \frac{2}{3}$  hours for each month of continuous service; with the exception that an employee shall earn twenty-four (24) hours of sick leave in the month immediately following a month in which the employee uses twenty-four (24) hours of sick leave, provided, however, that the maximum earning of sick leave for a fireman in any calendar year is 128 hours.

Unused sick leave for Fire Department employees may be accumulated up to a maximum of 1188 hours, in the first year of this contract and <sup>1316</sup>~~1266~~ hours for the second year.

B. In cases of extreme emergency involving employees with a record of meritorious service, who through serious and protracted illness have used up all accumulated sick leave and vacation time, a loan of sick leave days beyond the maximum provided for in these rules may be granted by the City Manager upon written request by the employee. If the employee leaves the City service before earning the sick days loaned, he shall be required to pay to the City the amount owed in loaned sick days.

C. An employee eligible for sick leave with pay may use such leave for the following:

1. Absence due to illness of the employee or the employee's immediate family which is limited to husbands, wives, children and parents.

2. Absence to act as pallbearers.

3. To make up the difference in pay between an employee's normal pay and what he is paid through workmen's compensation.

D. Only the sick leave record kept by the City office shall be considered official. These records may be reviewed by the employee. Upon return to work all sick leave must be requested in writing to the department head who will deliver said request to the City office so the official record can be updated.



## ARTICLE XXII

Bereavement Pay

When death occurs in an employee's immediate family, i.e., spouse, parent, parent of a current spouse, grandparent, child, or step-child, brother or sister, brother-in-law or sister-in-law, the employee on request will be excused for up to three (3) normally scheduled working days immediately following the date of death, provided he attends the funeral.

Step-parents, stepbrothers and step-sisters shall also be included above if the step-relationship began before the employee reached his 19th birthday.

An employee excused from work under this Paragraph shall, after making written application, receive the amount of wages he would have earned by working during straight time hours on such scheduled days of work for which he is excused. Time thus paid will not be counted as hours worked for purposes of overtime.

## ARTICLE XXIII

Miscellaneous

City to furnish uniform shoes as determined by management; not to exceed one (1) pair per year.

## ARTICLE XXIV

Term of this Agreement

This Agreement, shall become effective July 1, 1973 and shall continue in full force and effect until June 30 1975, at midnight and for successive annual periods thereafter unless, at least sixty (60) days prior to the end of its original term or of any annual period thereafter, either party shall serve upon the other written notice that it desires to terminate, modify, alter, renegotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, re-negotiate or change, or any combination thereof, shall have the effect of terminating this Agreement in its entirety on the expiration date in the same manner as a notice of desire to terminate unless, before such date of termination, all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment. In the event of the notice above referred to, the parties shall begin to hold negotiation meetings no later than forty-five (45) days prior to the termination date.

INTERNATIONAL FIREFIGHTERS  
ASSOCIATION, LOCAL 1776

THE CITY OF BIG RAPIDS, MICHIGAN

By \_\_\_\_\_

By \_\_\_\_\_  
Robert T. Horan, Jr., Mayor

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Gerald E. Wensloff, City Manager



ARTICLE XXV  
LONGEVITY

45

After completion of five (5) years of continuous service 2%

Starting second year of contract (July 1, 1974) longevity will be paid under the following schedule:--

After completion of five (5) years of continuous service 2%

After completion of ten (10) years of continuous service 3%

Longevity payments will be computed on December 1 and paid the following pay period.

Longevity will be paid at the percentage of the employees regular salary, excluding overtime.

To be eligible to receive longevity payments, employee must be employed by the City on December 1.

Pro-rated payment on a monthly basis (1/2 or more of a month shall be considered as an entire month) shall be made to those employees who retire under the City's Retirement Plan prior to December 1 of any year thereafter.

In case of death, longevity payments shall be made to the dependents as indicated above.

Such pro-rated payments shall be made as soon as practicable thereafter.

APPENDIX "A"  
Wage Rates

| <u>Section 1</u>                 | <u>Effective</u><br><u>July 1, 1973</u> | <u>Effective</u><br><u>July 1, 1974</u> |
|----------------------------------|---|---|
| Starting Employee                | \$ 7,740.00                             | \$ 8,165.00                             |
| After six (6) months             | 7,925.00                                | 8,360.00                                |
| After one (1) year               | 8,110.00                                | 8,555.00                                |
| After two (2) years              | 8,480.00                                | 8,945.00                                |
| After three (3) years            | 8,850.00                                | 9,340.00                                |
| After four (4) years(Journeyman) | 9,225.00                                | 9,730.00                                |

Section 1A

Fire Captains shall receive \$400.00 above the four (4) year rate (Journeyman)

Section 2

Each employee will go to the next salary step on the beginning of the payroll period next following his anniversary date.

Section 3

All employees who have four (4) years or more of seniority on July 1 of any year will receive the journeyman's rate of pay.