

May 31, 1974



AGREEMENT
BETWEEN
THE CITY OF GRAND RAPIDS
AND
LOCAL 366 OF THE
INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS
AFL - CIO

Civil Service Bd.
City of Grand Rapids
816 City Hall
G.R. Mich



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LOCAL 366, INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, AFL-CIO
AND THE CITY OF GRAND RAPIDS

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A G R E E M E N T

THIS AGREEMENT is entered into as of June 1, 1971, between the CITY OF GRAND RAPIDS, hereinafter referred to as the "Management," and LOCAL 366 of the International Association of Fire Fighters, also known as the Grand Rapids Fire Fighters Association (AFL-CIO), hereinafter referred to as the "Union." It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic and full agreement between the parties concerning rates of pay, wages, hours of employment and other conditions of employment.

ARTICLE I. RECOGNITION

Section 1. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, Management recognizes the Union as the exclusive collective bargaining representative for those employees in the defined bargaining unit for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

Section 2. The bargaining unit consists of all employees, except those designated as excluded, holding positions in the classifications shown in Appendix A or which may hereafter be added thereto or changed as hereinafter provided, and excludes all other employees not specifically included in Appendix A as it now exists or is changed in accordance with this Agreement.

ARTICLE II. UNION SECURITY AND CHECKOFF

Section 1. Management will make available to all employees in the bargaining unit a copy of this Agreement calling their attention to the fact that Local 366 of the International Association of Fire Fighters (AFL-CIO), has been recognized as the exclusive bargaining representative for all employees in the bargaining unit.

Section 2. All employees covered by this Agreement who voluntarily are or who voluntarily become members of the Union in good standing following the date of signing of this Agreement or at the beginning of their employment, shall, as a condition of their employment, remain members of the Union in good standing during the term of this Agreement. This provision shall not apply to any employee, who, within thirty (30) days preceding

the next ending of this Agreement, shall withdraw from the Union by sending a signed withdrawal letter to the office of the local Union with a copy to Management.

Section 3. An employee who is not or does not become a Union member shall be required as a condition of employment to have an amount equal to the Union initiation fee and monthly dues deducted from his wages in the same manner as checkoff of Union dues. Amounts so deducted from the wages of such employees shall be paid to the Dr. Schnoor Scholarship Fund, to be used for the purposes for which it is established. Such sums shall be transmitted annually by Management to the Fund.

Section 4. Upon receipt of a written assignment from an employee covered by this Agreement, Management will every other pay day, deduct from the employee's pay, the amount owed to the Union by such employee for Union membership dues. It is understood that this provision will provide for thirteen (13) Union dues deductions per year. Management will remit all deductions made to the designated Union official within five (5) days of the time the deductions are made.

Section 5. Any changes in the present Union Membership Dues rate will be certified to the City Manager by an authorized officer of the Union at least one (1) month in advance of the effective date of such change.

Section 6. The Union will indemnify, defend and hold Management harmless against any claims made and against any suit instituted against Management on account of any checkoff of Union dues.

Section 7. The Union agrees to refund to Management any amounts paid to it in error on account of the checkoff provision upon presentation of proper evidence thereof.

Section 8. Nothing contained in this paragraph or any other portion of the written agreement shall be deemed to prevent or prohibit an employee whether or not a member of the Union, from signing and submitting to the City a card individually authorizing dues deductions from the payroll check of said employee.

ARTICLE III. MANAGEMENT SECURITY

Section 1. The Union and employees agree that during the life of this Agreement they will not cause, encourage, participate in or support any strike or picketing against Management or on any slowdown or other interruption of or interference with the normal functions of Management concerning any matter which is subject to the grievance procedure or to the jurisdiction of the Board of Arbitration. Violation of this paragraph shall be

grounds for disciplinary action up to and including discharge without recourse to the grievance procedure.

ARTICLE IV. MANAGEMENT RIGHTS

Section 1. Except as otherwise specifically provided herein, the Management of the City of Grand Rapids and the direction of the work force, including but not limited to the right to hire, the right to discipline or discharge for proper cause, the right to decide job qualifications for hiring, the right to lay off for lack of work or funds, the right to abolish positions, the right to make rules and regulations governing conduct and safety, the right to determine schedules of work, the right to subcontract work (when it is not feasible or economical for the City employees to perform such work), together with the right to determine the methods, processes and manner of performing work, are vested exclusively in Management. Management, in exercising these functions, will not discriminate against any employee because of his or her membership in the Union.

Section 2. Rules of conduct not inconsistent herewith in effect at the date of this Agreement shall be continued. Management shall have the right to amend, supplement, or add to said rules during the term of this Agreement, provided, however, that Management shall first meet and confer with the Union prior to any such amendments. Such rules shall be reasonable and shall relate to the proper performance of a firefighter's duties and shall not be applied in a discriminatory manner. It is recognized that rules covering off-duty conduct are related to the proper performance of a firefighter's duties.

ARTICLE V. UNION BARGAINING COMMITTEE

Section 1. The bargaining committee of the Union will include not more than four (4) bargaining unit members employed by the City of Grand Rapids. It may also include nonemployee representatives of Local 366 of the International Association of Fire Fighters, not more than two (2) in number. The Union will give to Management in writing the names of its employee representatives on the bargaining committee.

Section 2. There will be no discrimination against any employee because of his duties as a Union official, steward or committee member.

Section 3. Employee members of the bargaining committee will be paid by Management for time spent in negotiations with Management, but only for the straight time hours they would otherwise have worked on their regular work schedule. For the purpose of computing overtime, time spent in negotiations shall be considered as hours worked to the extent of the regular work schedule hours which otherwise would have been worked by the committeeman.

ARTICLE VI. SPECIAL MEETINGS

Section 1. Management and the Union agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request, but it is understood that these special meetings shall not be used to renegotiate this Agreement. Special meetings shall be held within ten (10) calendar days of the receipt of the written request and shall be held between 8:00 A.M. and 5:00 P.M. at a time designated by Management and at a place which is mutually agreeable to the parties. Each party shall be represented by not more than four (4) persons at special meetings.

Section 2. The Union representatives may meet at a place designated by Management, on Management's property, for a period not to exceed one-half ($\frac{1}{2}$) hour immediately preceding a meeting for which a written request has been made.

Section 3. Employee representatives of the Union at special meetings will be paid by Management for time spent in special meetings, but only for the straight time hours they would otherwise have worked on their regular work schedule. For the purpose of computing overtime, time spent in special meetings shall be considered as hours worked to the extent of the regular work schedule hours which they otherwise would have worked.

Section 4. No special meeting shall be held unless the Fire Chief is notified in advance and approves the arrangements made for releasing any on duty fireman who is to attend such meeting.

ARTICLE VII. UNION STEWARDS

Section 1. Employees within the bargaining unit shall be represented by one (1) Steward for each work unit shift in each Battalion within the City. The Union shall furnish Management a list of the Stewards' names and their assigned areas and shall keep the list current at all times. Alternate Stewards may be appointed by the local Union President to serve in the absence of the regular Stewards.

Section 2. When requested by an employee, a Steward may investigate any alleged or actual grievance in his assigned work area and assist in its presentation. He shall be allowed reasonable time therefor during working hours without loss of time or pay, upon notification and approval of his immediate supervisor.

Section 3. When an employee presents his own grievance without intervention of a Union Steward, the Steward shall be given an opportunity to be present and shall be allowed the time therefor, paid at his regular rate, upon notification and approval of his immediate supervisor.

Section 4. The President, Vice-President, Secretary and Treasurer of the Union shall be allowed reasonable time during working hours to fulfill their Union responsibilities in the administration and enforcement of this Agreement, upon notification and approval of the Fire Chief.

Section 5. Union business, other than that cited above, shall be conducted so as not to interfere with the work assignment of Stewards or any other employees.

Section 6. The Grievance Committee shall have the same privileges as Stewards, in areas to which assigned, when any grievance has been processed to their level (Step 3) in the grievance procedure.

ARTICLE VIII. GRIEVANCE PROCEDURE

Section 1. A grievance is any dispute, controversy or difference between (a) the parties, (b) Management and an employee or employees, or (c) between or among employees of the City of Grand Rapids, on any issues with respect to, on account of or concerning the meaning, interpretation or application of this Agreement or any terms or provisions thereof.

Section 2. Any grievance not initiated, taken to the next step or answered within the time limits specified herein will be considered settled on the basis of the last answer by Management, if the Union does not move it to the next step within the time limits, or on the basis of the Union's last demand, if Management fails to give its answer within the time limit.

Section 3. Grievances will be processed in the following manner and within the stated time limits:

- Step 1. The aggrieved employee or group of employees, with the Union Steward will orally present the grievance to the company officer. The grievance must be so presented within ten (10) calendar

days of its occurrence, not including the day of occurrence. The Supervisor will give his verbal answer within five (5) calendar days of the date of presentation of the grievance, not including the date of presentation.

- Step 2. If the grievance is not settled in Step 1, it shall be reduced to writing, be signed by the aggrieved employee or group of employees and by the Union Steward, and be presented to the District Chief in charge of the aggrieved employee's shift within five (5) calendar days after the company officer's oral answer is given, not including the day the answer is given. The grievance shall be prepared in detail and be dated. The District Chief will reply to the grievance in writing within five (5) calendar days of the date of the presentation of the written grievance, not including the day of presentation.
- Step 3. If the grievance is not settled in Step 2, the written grievance shall be presented to the Fire Chief within three (3) calendar days after the District Chief's response is given, not including the day the response is given. The grievance shall be presented along with all pertinent correspondence to date. The Fire Chief will reply to the grievance within seven (7) calendar days of the date of presentation of the written grievance, not including the day of presentation.
- Step 4. a. If the grievance is not settled in Step 3, the written grievance shall be presented to the City Manager within seven (7) calendar days after the Fire Chief's response is given, not including the day of response. The grievance shall be presented along with all pertinent correspondence to date. The City Manager will reply to the grievance in writing within ten (10) calendar days of the date of presentation of the written grievance, not including the day of presentation. Such reply will be given to the Union President either personally or by mail postmarked no later than the last day specified herein for such reply.

b. The Union may initiate its grievance at this step of the grievance procedure and must process them through Step 4 before they are taken to Step 5. A Union grievance is one in which a right given to the Union as such is alleged to have been violated. Such grievances must be initiated within ten (10) calendar days of their occurrence. Any grievance by Management against the Union may be filed with the Union President and shall be answered in writing within ten (10) calendar days of presentation not including the day of presentation. If not settled by such answer, the grievance may be appealed to Step 5.

Step 5. Board of Arbitration.

a. Grievances not settled in Step 4 of the grievance procedure may be presented to the Civil Service Board sitting as a Board of Arbitration by an appeal made in writing within seven (7) calendar days after receipt of the answer in Step 4 of the grievance procedure.

b. The Civil Service Board sitting as a Board of Arbitration shall hold a hearing on any such grievance. Its decision, approved by a majority of the Board, shall be final and binding on the aggrieved employee or employees, the Union and Management.

Section 4. The Civil Service Board shall be constituted as follows:

a. One (1) member shall be appointed by the Mayor from among the members of the City Commission.

b. One (1) member shall be appointed by the City Commission. Such member shall be a resident taxpayer of the City who neither holds nor is a candidate for any other public office or position and who is not an officer or employee of any political or party organization.

c. Two (2) members shall be appointed by the City Commission from among persons nominated as follows:

- (1) Each Union representing City employees shall nominate four (4) different persons, each of whom shall be resident taxpayers of the City who neither hold or are candidates for any other public office or position and who are not officers or employees of any political or

party organization. One-half ($\frac{1}{2}$) of such nominees shall not be City employees or members of any labor union, or spouses of such members, and one (1) of that half of the nominees shall be appointed by the City Commission to the Civil Service Board. The Commission will appoint a second member of the Civil Service Board from the remaining one-half ($\frac{1}{2}$) of the nominees.

d. The four (4) members so appointed shall nominate three (3) impartial persons, each of whom are resident taxpayers of the City who neither hold nor are candidates for any other public office or position and who are not City employees or members of any labor union or spouses of such members. If they cannot agree on three (3) such nominees, the Governor of the State of Michigan shall nominate three (3) impartial persons who are resident taxpayers of the City, who neither hold nor are candidates for any other public office or position and who are not officers or employees of any political or party organization. One (1) of such nominees shall be appointed by the City Commission as the fifth member of the Board.

e. A vacancy on the Civil Service Board shall be filled by a person nominated and appointed in the same manner as used in the case of his predecessor, except that in the case of a successor for the member nominated by the Unions who was not a City employee or a member or spouse of a member of a Labor Union, the nominees shall also meet that requirement, and further provided that for each future position to be filled from among Union nominated persons, each Union representing City employees shall each nominate four (4) different persons. The term of such appointee shall be as provided by the City Charter.

ARTICLE IX. PAYMENT OF BACK PAY CLAIMS

Section 1. Back wages will be paid to any employee upon a finding that said employee is entitled thereto, in such amounts as may be determined through the grievance procedure.

Section 2. No claim for back pay or wages shall exceed the amount of pay or wages the employee would otherwise have earned at his regular wage or pay rate.

ARTICLE X. DISCHARGE AND DISCIPLINE

Section 1. In cases of discharge or discipline, Management shall give prompt notice thereof in writing to the employee and the employee's Steward.

Section 2. The discharged or disciplined employee will be allowed to discuss his discharge or discipline with his Steward and Management will make available an area where he may do so before he is required to leave the premises.

Section 3. In imposing any discipline on a current charge, Management will not take into account any prior infractions which occurred more than two (2) years previously nor impose discipline on an employee for falsification of his employment application after a period of two (2) years from his date of hire.

Section 4. The following procedure shall be followed if an employee is given a notice from the City Manager that a hearing will be held in accordance with the City Charter as to whether the employee is to be discharged, demoted or reduced in rank or compensation. Within four (4) calendar days after the receipt of such notice, the employee shall present his grievance in Step 4 of the grievance procedure. Unless the grievance is settled, the hearing before the City Manager shall proceed as originally scheduled as part of Step 4 of the grievance procedure. If the grievance is not settled at Step 4, the employee may proceed to Step 5 of the grievance procedure.

ARTICLE XI. SENIORITY

Section 1. Definition. Seniority shall mean the status attained by length of continuous service with the City.

Section 2. Accrual of Seniority.

a. Seniority shall begin with the last date of entering the service of the City. Two (2) or more persons who entered the service on the same day shall, when necessary, have their relative seniority determined by their relative score on the Civil Service examination for Fire Fighters.

b. The President, Vice-President, Secretary and Treasurer of the Union shall be retained in the City service in the event of layoff, regardless of their position on the seniority list, so long as there is work that they have the ability to do.

c. All original and promotional appointments shall be probationary and subject to a probationary period of six (6) months after appointment. At any time during the probationary period, the City Manager may remove or demote an employee whose performance does not meet the required work standards. Any employee on probation in a promotional appointment shall have the right to return to his previous appointment if the Manager decides to remove him from the promotional appointment during the period because the employee does not meet the required work standards.

Section 3. Loss of Seniority. Employees shall lose their seniority and their employment shall be terminated for the following reasons:

- a. Discharge if not reversed.
- b. Resignation. An employee absent for three (3) consecutive normally scheduled work days without notification of valid reason to the City, and who has no legitimate reason for not notifying the City of his absence, may be considered as having resigned.
- c. Unexcused failure to return to work when recalled from layoff, as set forth in the recall procedure.
- d. Unexcused failure to return to work after expiration of a formal leave of absence.
- e. Retirement.
- f. Layoff for a continuous period of six (6) months or the length of the employee's seniority, whichever is greater.

Section 4. Seniority Lists. Management shall maintain a roster of employees within the Fire Department, arranged according to seniority, showing name, position class and seniority date and shall furnish a copy to the Union in March of each year.

Section 5. Application of Seniority. Seniority shall apply to work assignment, vacations, layoff and recall as otherwise provided in this Agreement, and to promotions.

- a. In the competitive class promotions to positions within the bargaining unit shall be made by appointment from the top three (3) persons on the eligible list on the basis of their ability and seniority.

ARTICLE XII. LAYOFF AND RECALL

Section 1. Definition. Layoff shall mean the separation of employees from the active work force due to lack of work or funds or to abolition of positions because of changes in organization.

Section 2. Order of Layoff.

a. No permanent or probationary employee shall be laid off from his position in the department while any seasonal, temporary or provisional employees are serving in the same position class in the department.

b. Permanent and probationary employees shall have City-wide seniority in their position classes, and if exercised in the event a layoff becomes necessary, shall replace the employee with the least seniority in their position classes.

c. Except as provided below, the layoff or probationary or permanent employees in the department shall be in inverse order of seniority in the position classes affected.

Section 3. Demotion in Lieu of Layoff. Except as provided below, an employee subject to layoff who so requests, shall, in lieu of layoff or transfer under Section 2, be demoted by seniority to a lower position in the department. Demotion shall be through those classes in which the employee previously held permanent status, provided that an employee serving a probationary period shall not displace a permanent employee in a class in which he has not previously held permanent status.

Section 4. Exceptions to Seniority. The City Manager may approve deviations from seniority in layoffs or demotions in lieu of layoff when seniority alone would result in retaining employees unable to maintain a satisfactory level of performance in the department. In such cases, the affected employees shall be given written notice of the determination and the reason therefor.

Section 5. Notice of Layoff. Employees to be laid off indefinitely shall be given at least fourteen (14) calendar days prior notice.

Section 6. Preferred Eligible Lists.

a. Employees demoted in lieu of layoff shall have their names placed on preferred eligible lists in order of seniority for each class from which displaced within the department. Employees laid off shall have their names placed on preferred eligible lists in order of seniority for each class from which displaced.

b. Names shall remain on the lists for six (6) months or the length of their seniority, whichever is greater, unless removed as provided below. Employees shall be recalled from layoff or shall be restored to positions from which demoted in the department, before any other persons are selected for employment or promotion in those classes.

Section 7. Recall from Layoff.

a. Employees to be recalled from layoff shall be given a minimum of ten (10) calendar days to respond after notice has been sent by certified mail to their last known address.

b. Employees who decline recall or who, in absence of extenuating circumstances, fail to respond as directed within the time allowed, shall be presumed to have resigned and their names shall be removed from seniority and preferred eligible lists.

c. Permanent and probationary employees shall have City-wide seniority in their position classes.

Section 8. Restoration to Positions From Which Demoted.

Employees to be restored to positions from which they had been demoted in lieu of layoff shall be given three (3) calendar days in which to accept. Names of those who decline shall be removed from the pertinent preferred eligible lists.

ARTICLE XIII. WORK ASSIGNMENT

Section 1. When the needs of the service permit, seniority shall be recognized as the basis of work assignment, and transfers to fill vacancies.

Section 2. Employees within the bargaining unit shall be required to assist in the inspection and enforcement of Chapter 135 of the Grand Rapids City Code.

ARTICLE XIV. OVERTIME

Section 1. Purpose. The following provisions shall govern compensation for overtime to employees of the City.

Section 2. Employees covered.

a. All employees of the Fire Department, except the Deputy Fire Chief shall be eligible for overtime pay.

Section 3. Definitions.

a. Normal Work Week and Work Day. A normal work week for regular full time employees in the Fire Department, excluding Fire Chief, Deputy Fire Chief, Fire Alarm Operators, Fire Communications Supervisor, Electrician II assigned to the Fire Department and Fire Prevention Inspectors I and II, shall consist of fifty-six (56) hours, including meal periods. The scheduling of such work shift and work week shall be in accordance with the applicable provisions of the statutes of the State. The normal work week for Fire Alarm Operators, Fire Communications Supervisor, the Fire Equipment Operator whose unofficial designation is "Apparatus Inspector," Electrician II assigned to the Fire Department and Fire Prevention Inspector I and II shall consist of forty (40) hours.

The work schedule of employees required to work a fifty-six (56) hour work week as set forth above shall be as follows: One day on, one day off, one day on, one day off, one day on, and four (4) days off. Employees required to work a forty (40) hour work week as set forth above shall work eight (8) hours per day, five (5) days per week, unless regularly scheduled otherwise.

b. Overtime. Overtime shall consist of authorized work in excess of the normal number of hours in any scheduled work shift or any work week. Overtime of less than twenty (20) minutes in any work day shall not be included in determining the total number of hours worked. Thereafter, overtime shall be computed to the nearest half hour.

c. All overtime shall be authorized by a responsible supervisor. The weekend standby duty previously required of the Deputy Fire Chief shall no longer be required.

Section 4. Method of Compensating for Overtime Work.

- a. Overtime shall be paid at one and one-half ($1\frac{1}{2}$) times the hourly rate based on a standard work week.
- b. An employee called to work at a time other than his scheduled work shift shall be credited with a minimum of four (4) hours at his regular hourly rate, or with the actual hours worked at the overtime rate, whichever is the greater, unless such time shall be continuous with his scheduled work in which case he shall be paid at the overtime rate.
- c. For the purpose of computing overtime, an employee absent on authorized sick leave with pay, jury leave with pay, holiday, or on vacation, shall be considered to have worked his normal work shifts during such absence. Employees absent on unpaid leave shall not be considered to have worked during such absence.

Section 5. Compensatory Time Off.

- a. At the request of any employee eligible for overtime pay, the Fire Chief may provide that, in lieu of cash payment for overtime, he may be allowed time off equal to the number of hours of overtime worked. Any such time off shall be taken at a time mutually agreed upon by the employee and the Fire Chief during the calendar year, or the two (2) months following the end of the calendar year, in which the overtime was worked. Further deferment of such time off shall be allowed only if approved by the City Manager. In the event that such time off is not taken by the employee within the limiting time, he shall be given cash payment for the overtime hours worked at the overtime rate based on his salary at the time the overtime was worked.
- b. An employee ineligible for overtime pay shall be given time off with pay at the rate of one and one-half ($1\frac{1}{2}$) hours for each hour worked over the normal number of hours in his scheduled work week.
- c. An employee classified as District Fire Chief shall be eligible for overtime compensation as provided in Section "4.a." above, or time off with pay as provided in Section "5.b." above, at his option.

Section 6. Equalization of Overtime Hours. Overtime work shall be distributed as equally as practical among employees in the same job classification within a given department or division.

ARTICLE XV. NEW OR CHANGED JOBS

Section 1. Existing classifications and job descriptions shall not be changed without a negotiated agreement between the parties. The parties will negotiate as to the salary range for all new jobs. If an agreement cannot be negotiated as to changes in classifications or job descriptions or as to the salary range for a new job or as to whether such new or changed job should be in or out of the bargaining unit, the matter shall be subject to the grievance procedure and a grievance may be filed directly with the Civil Service Board acting as a Board of Arbitration.

ARTICLE XVI. WAGES

Section 1. Wages for employees covered by this Agreement shall be in accordance with the schedule set forth in Appendixes B, C and D.

Section 2. Every employee within the bargaining unit who has completed thirty (30) hours of college credits in courses approved by Management shall be paid Two Hundred (\$200.00) Dollars per year in addition to his regular annual salary. Every employee within the bargaining unit who has completed sixty (60) hours of college credits in courses approved by Management shall be paid Four Hundred (\$400.00) Dollars per year in addition to his regular annual salary.

ARTICLE XVII. PAY CHANGES

Section 1. Purpose. The following provisions shall govern the assignment of pay steps to employees of the City.

Section 2. Definitions for Purposes of this Article:

- a. Promotion shall mean a change in employment to a position class which has a higher maximum salary.
- b. Demotion shall mean a change in employment to a position class which has a lower maximum salary.
- c. Transfer shall mean a change in employment to another position in any class which has the same maximum salary and similar duties and qualifications.
- d. Reclassification shall mean the changing of a position from one class to another based on the duties involved.
- e. Salary Step Increase shall mean an increase in compensator to the next higher step in the same pay range.

f. Acting Assignment shall mean an assignment for a limited time to a position class as determined by the needs of the service; such assignment not involving promotion or change of status, notwithstanding any provision or rule to the contrary.

Section 3. Anniversary Dates for Pay Change Purposes.

a. Establishment.

- (1) Original Employment and Reemployment. The date one (1) year after completion of the probation period and the corresponding date each year thereafter.
- (2) Promotion. The date one (1) year after completion of the probation period and the corresponding date each year thereafter.
- (3) Transfer. The anniversary date remains unchanged.
- (4) Demotion. The date six (6) months after the effective date thereof and the corresponding date each year thereafter.
- (5) Reclassification. The date six (6) months after the effective date thereof and the corresponding date in each year thereafter.

b. Postponement of Anniversary Date. Layoff, formal leave of absence or other separations from the payroll in excess of sixty (60) days shall postpone the anniversary date for the total period of separation, but time previously served toward the next anniversary date shall be credited when employees return to the payroll.

Section 4. Compensation Determinations.

a. Original Employment and Reemployment. Employees shall be employed at the lowest step for their position class, unless the City Manager determines that the needs of the service require that compensation be fixed at a higher salary step.

b. End of Probation. The employee's salary shall automatically increase to the next higher step at the end of his probationary period, provided that if an employee is already compensated at a rate equal to or greater than the second salary step in his range, the increase is not automatic.

c. Anniversary Date.

- (1) Prior to the occurrence of each anniversary date every employee who has not already obtained his highest salary step shall be considered for a salary step increase on such date. Such consideration shall be made by the employee's supervisor.
- (2) Each consideration found to be in good order by the Personnel Director shall be referred to the City Manager for final determination.
- (3) Pay increases on anniversary dates shall not be based merely on the passage of time, but rather shall be given if the employee's work has been satisfactory relative to the requirements of his position.
- (4) In the event a pay increase is not given on an anniversary date, such increase may be given prior to the next anniversary date if the employee's work performance increases to a satisfactory level relative to the requirement of his position.

d. Promotion or Upward Reclassification. Employees who are promoted or whose positions are reclassified to a class in a higher pay range shall initially be paid at the first salary step in such range which is higher than the salary received immediately before such promotion or reclassification.

e. Acting Assignment. If a man works on acting assignment to a higher position class pursuant to a written order from Management for more than one (1) work day or fraction thereof, he shall be paid at the higher rate beginning on the second day of each work assignment.

Duration of acting assignment shall be determined by the needs of the service.

f. Transfers. An employee who is transferred shall initially be paid at the same salary step he was on immediately before such transfer.

g. Demotion and Downward Reclassification. An employee who is demoted or whose position is reclassified to a class in a lower pay range shall initially be paid at the same salary step in the range for the lower position

which had been received in the higher position, unless the City Manager shall determine that it be in the best interest of Management to assign a higher authorized salary step, or unless he previously held a higher step in the lower class, in which case he shall be paid at the higher salary step.

Section 5. Effective date of Changes in Compensation. All changes in compensation shall be effective at the beginning of the first payroll period following the change.

ARTICLE XVIII. LONGEVITY PAY

Section 1. Purpose. The following provisions shall govern the assignment of longevity pay steps to employees of the City.

Section 2. Definitions.

a. Longevity Pay shall mean a percentage of salary based on length of continuous service paid periodically to employees in addition to their regular salary, adjusted at specified intervals, and calculated on the first \$6,000 of salary in accordance with the following schedule:

<u>Service Years</u>	<u>Rate</u>	<u>Longevity Pay Step</u>
5 through 9	2%	L1
10 through 14	4%	L2
15 through 19	6%	L3
20 through 24	8%	L4
25 and over	10%	L5

b. Longevity Qualification Date shall mean the date on which an employee completes five (5), ten (10), fifteen (15), twenty (20) or twenty-five (25) years of continuous service.

c. Longevity Earning Date shall mean the date an employee begins to earn longevity pay and shall be the first day of the month immediately following his longevity qualification date.

d. Continuous Service shall mean service uninterrupted by resignation or discharge.

Section 3. Payment of Longevity Pay.

- a. Longevity pay shall be paid on an employee's cumulative base salary during the earning period immediately preceding June 1 or December 1.
- b. Longevity pay shall be for period of service from June 1 to November 30, payable on or about December 15, and December 1 to May 31, payable on or about June 15.
- c. Except as otherwise provided for in subsection (d) hereof, employees who work twelve (12) or more days in any calendar month shall earn longevity pay for the entire month.
- d. An employee whose regularly scheduled work day consists of twenty-four (24) consecutive work hours shall earn longevity pay for each month in which he worked seven (7) or more such days.

Section 4. Effect of Layoff and Leave of Absence on Longevity Qualification Date.

- a. An unpaid leave of absence or a layoff of sixty (60) days or less shall not postpone the longevity qualification date of an employee.
- b. An unpaid leave of absence (except military) or layoff in excess of sixty (60) days shall postpone the longevity qualification date for the total period of separation, but time previously served toward the next longevity qualification date shall be credited when the employee returns to the payroll.

Section 5. Effect of Termination on Longevity Pay.

- a. An employee who for any reason terminates employment with the City prior to June 1 or December 1 shall receive longevity pay on prorated time basis for the calendar months served.
- b. An employee absent from service due to leave of absence or unpaid sick leave shall receive longevity pay on a prorated time basis for calendar months served.

ARTICLE XIX. VACATIONS

Section 1. Definitions.

- a. Service shall mean any period of time for which an employee receives wages.
- b. Vacation Day shall mean a period of time equal to eight (8) hours or one (1) regularly scheduled normal work day.
- c. Work Week shall mean a period of time equal to forty (40) hours or the normal number of hours worked by an employee during a regular work schedule.
- d. Continuous Service shall mean service, as defined by "a." above, uninterrupted by resignation or discharge.

Section 2. Vacation Allowance for Employees Who Do Not Work a Twenty-Four (24) Hour Work Day.

- a. An employee with less than ten (10) years of continuous service shall earn five-sixths ($5/6$) of a work day of vacation for each calendar month of service to a maximum of ten (10) work days (two (2) work weeks) per year.
- b. On the first day of the calendar year following completion of ten (10) years of continuous service, an employee shall accrue five (5) additional work days of vacation. Each year thereafter, he shall earn one and one-quarter ($1\frac{1}{4}$) work days of vacation for each calendar month of service to a maximum of fifteen (15) work days (three (3) work weeks) per year.
- c. On the first day of the calendar year following completion of fifteen (15) years of continuous service, an employee shall accrue five (5) additional work days of vacation. Each year thereafter, he shall earn one and two-thirds ($1\frac{2}{3}$) work days of vacation for each calendar month of service to a maximum of twenty (20) work days (four (4) work weeks) per year.
- d. Employees who work twelve (12) or more days in any calendar month shall earn vacation credit for that month.

Section 3. Vacation Allowance for Employees Who Work a Twenty-Four (24) Hour Work Day.

a. An employee with less than ten (10) years of continuous service shall be entitled to six (6) work days of vacation per calendar year, provided that his vacation for any calendar year in which he is not entitled to vacation credit for one (1) or more calendar months as hereinafter provided, shall be determined by prorating the maximum annual vacation allowance on a monthly basis.

b. On the first day of the calendar year following completion of ten (10) years of continuous service, an employee shall accrue two (2) additional work days of vacation. Each year thereafter, he shall be entitled to a maximum of eight (8) work days of vacation per year (eight-twelfths (8/12) of a work day for each month of service).

c. On the first day of the calendar year following completion of fifteen (15) years of continuous service, an employee shall accrue three (3) additional work days of vacation. Each year thereafter, he shall be entitled to a maximum of eleven (11) work days of vacation per year (eleven-twelfths (11/12) of a work day for each month of service).

d. Employees who work seven (7) or more twenty-four (24) hour work days in any calendar month, shall earn vacation credit for that month.

Section 4. Use of Vacation.

a. Vacations shall be scheduled with due regard for seniority, employee preference and needs of the service.

b. Vacations shall be taken within fourteen (14) months after the end of the calendar year in which earned, unless extension of the time for use is requested in writing by the employee, recommended by the Fire Chief and approved by the City Manager. Unused vacation shall expire on the last day in February.

c. For employees who do not work a twenty-four (24) hour work day, a general paid holiday which occurs during a vacation period may be added thereto or to accrued vacation days.

d. Combining of vacation and compensatory time off shall be allowed on approval of the Fire Chief.

e. Extension of vacation by deferment and combination of two (2) or more years' entitlement shall be allowed on approval of the Fire Chief and City Manager.

f. For employees who do not work a twenty-four (24) hour work day, cash payment in lieu of unused vacation shall be made only upon termination of employment. Upon termination, the employee shall be paid in full to the nearest one-half ($\frac{1}{2}$) day for all unused vacation up to a maximum of twenty (20) work days (four (4) work weeks) provided that in the event termination is caused by the death of the employee, the maximum payment limitation shall not apply.

g. For employees who work a twenty-four (24) hour work day, cash payment in lieu of unused vacation shall be made only upon termination of employment. Upon termination, the employee shall be paid in full to the nearest one-half ($\frac{1}{2}$) day for all unused vacation up to a maximum of eleven (11) work days, provided that in the event termination is caused by the death of the employee, the maximum payment limitation shall not apply.

Section 5. Vacation Pay Advance. An employee going on vacation who so requests, shall be paid in advance and shall make a pay assignment to the City Comptroller in consideration thereof. Pay advances shall not exceed amounts for which departmental payrolls have been prepared or are in process, less any prior obligations.

ARTICLE XX. HOLIDAYS

Section 1. The following shall be general paid holidays for City employees:

January 1	Labor Day
Washington's Birthday	Veterans Day
$\frac{1}{2}$ Day on Good Friday	Thanksgiving Day
Memorial Day	$\frac{1}{2}$ Day on Christmas Eve
July 4	December 25

Section 2. Employees who do not regularly work twenty-four (24) consecutive hour shifts shall receive eight (8) or four (4) hours holiday pay, as appropriate, for any of the above holidays they are not scheduled to work, provided they work their scheduled work days immediately preceding and following the holiday. If such an employee is scheduled to work on a holiday, he shall receive eight (8) hours holiday pay plus time and one-half for the hours actually worked on the holiday.

Section 3. Employees who regularly work twenty-four (24) consecutive hour shifts shall receive eight (8) or four (4) hours holiday pay, as appropriate, in addition to their regular pay for the week in which any such holiday occurs.

Section 4. An employee on formal unpaid leave of absence or layoff (removed from the payroll) shall not receive holiday pay for any holiday which occurs during such period.

Section 5. On general paid holidays, only those employees shall be on duty whose services are necessary.

Section 6. Unworked holiday hours shall not be included as hours worked for the purpose of computing overtime.

Section 7. General paid holidays shall not be charged as sick leave.

Section 8. Employees absent unexcused on a general paid holiday on which they are scheduled to work shall receive no holiday pay for that day.

Section 9. An employee on vacation at the time a holiday is celebrated shall receive an extra day of vacation pay.

ARTICLE XXI. SICK LEAVE

Section 1. Definitions.

- a. Immediate family shall be the following: spouse, child, parents, grandparents, brother, sister, father-in-law or mother-in-law of the employee.
- b. Service shall mean any period of time for which an employee receives wages.
- c. Supplemental Employment shall mean a paid off-duty job.

Section 2. Sick Leave Accumulation.

a. For service prior to July 1, 1966, sick leave shall be accumulated on the basis of five sixths (5/6) of a day of sick leave for each full calendar month of service. For service thereafter, an employee shall accumulate one (1) day of sick leave for each calendar month of service in which he works twelve (12) or more complete days.

b. Employees in the Fire Department whose regularly scheduled work day consists of twenty-four (24) consecutive work hours shall accumulate one-half ($\frac{1}{2}$) sick leave day for each calendar month of service in which he works seven (7) such days. For the purpose of this subsection, one (1) sick leave day shall consist of twenty-four (24) hours.

c. Unused sick leave days shall accumulate from year to year to an unlimited amount.

Section 3. Recording Use of Sick Leave. Sick leave usage shall be recorded to the nearest half ($\frac{1}{2}$) day. When an employee is required to be absent less than one-quarter ($\frac{1}{4}$) of a regular work day, sick leave shall not be recorded.

Section 4. Permitted Uses.

a. Regular Use. An employee shall be entitled to use his accumulated sick leave for any absence necessitated by his personal illness or by off-duty injury, not incurred in supplemental employment, upon application approved by the Fire Chief.

b. Emergency Use.

(1) An employee shall be entitled to use up to three (3) days of his accumulated paid sick leave for any absence necessitated by serious injury, acute critical illness or death of any member of his immediate family, upon application approved by the City Manager.

(2) An employee shall be entitled to take up to two (2) days paid leave, without charge to sick leave, upon the death of any member of his immediate family. Employees in the Fire Department whose regularly scheduled work day consists of twenty-four (24) consecutive work hours shall be entitled to one (1) such day

of paid leave. For the purpose of this provision only, immediate family shall include son-in-law, daughter-in-law and grandchildren.

c. Vacation Use. An employee shall be entitled to use his accumulated paid sick leave in lieu of vacation for illness or injury received while on vacation, upon application approved by the Fire Chief and subject to substantiation as hereinafter provided.

d. Compensatory Time Use. An employee shall be entitled to use his accumulated compensatory time in lieu of paid sick leave upon application approved by the Fire Chief.

Section 5. Excluded Uses.

a. Paid sick leave shall not be authorized:

- (1) For personal injury incurred in supplemental employment,
- (2) In lieu of maternity leave, or
- (3) For simple illness or disability in the immediate family of an employee, not requiring emergency medical treatment, or professional attention.

Section 6. Substantiation. An employee shall substantiate the use of sick leave by such reasonable means as the Fire Chief may require.

Section 7. Physical Examination. An employee on authorized absence for more than ten (10) consecutive days six (6) work days for employees covered by Section 2 (b) due to illness or for any period due to injury shall return to duty only after examination and release for work by the City Physician. If an employee is absent for less than the period specified above, the Fire Chief may require a physical examination before the employee is released for work.

Section 8. Unpaid Sick Leave. The City Manager shall, upon the advice and recommendation of the City Physician, grant unpaid sick leave for up to one (1) year upon application of any employee whose paid sick leave is exhausted. Any extension of such leave shall be subject to the Civil Service Board Rules.

Section 9. Pay for Unused Sick Leave.

a. For employees who do not work a twenty-four (24) hour work day, unused, accumulated sick leave shall be paid to employees who resign or retire with ten (10) years or more of continuous service, to a maximum of eighty (80) days at the rate of One (\$1.00) Dollar per day times the years of continuous service for employees retiring, and at the rate of Fifty (\$.50) Cents per day times the years of continuous service for persons resigning.

b. For employees who work a twenty-four (24) hour work day, unused, accumulated sick leave shall be paid to employees who resign or retire with ten (10) years or more of continuous service, to a maximum of forty (40) days at the rate of Two (\$2.00) Dollars per day times the years of continuous service for employees retiring, and at the rate of One (\$1.00) Dollar per day times the years of continuous service for persons resigning.

ARTICLE XXII. LEAVE FOR UNION CONFERENCES OR CONVENTIONS

Section 1. Management will grant leaves of absence with pay to up to three (3) members of the Union for up to five (5) calendar days when selected to attend a function of the International Union and to five (5) employees for up to three (3) calendar days when selected to attend a function of the State Union, provided leave is requested in advance and the needs of the service will not be adversely affected by such absence. Employees designated to attend such meeting shall be allowed reasonable travel time to and from the convention site with pay upon notification and approval by the Fire Chief.

ARTICLE XXIII. JURY LEAVE

Section 1. Employees shall be given leave of absence with pay for working time lost when called to serve on jury duty. Such employees shall be paid at their regular rate for all working time lost up to the number of hours in their regular scheduled work week. In consideration of receiving their regular pay, employees shall assign to the City all other remuneration received for jury duty during the same period.

ARTICLE XXIV. INSURANCE

Section 1. Management shall, at its expense, provide a group hospital, medical, surgical insurance policy to all employees within the bargaining unit which shall provide coverage for the employee and the employee's dependents as defined in said policy, provided that the coverage of said policy shall not be less than the coverage of the present policy provided by Management to employees.

Section 2.

a. Management shall, at its expense, provide a \$10,000 cash payment to each employee within the bargaining unit which benefit shall be payable to the beneficiary or beneficiaries of any such employee whose death does not result from an injury arising out of and in the course of his employment with the City. Said benefit shall be payable to the beneficiary or beneficiaries of the employee's choice as designated on the "Designation of Beneficiary" forms which shall be provided by Management and shall be kept on file in the City Personnel Office. Employees shall have the right to change the beneficiary or beneficiaries at any time during their employment with the City by executing a "Change of Beneficiary" form as provided by Management. In case an employee dies and is not survived by a designated beneficiary, or fails to execute a "Designation of Beneficiary" form, said life insurance benefits shall be payable to the administrator or executor of the estate of the deceased employee. All rights to such death benefits shall terminate upon termination of employment by reason of discharge, retirement, resignation or layoff. Termination of employment shall be deemed to occur when an employee ceases to be employed by Management, except that any employee who is disabled or granted a leave of absence because of disability (including approved Maternity Leave), will nevertheless be considered still employed. Termination of employment shall not be deemed to include an employee who is under suspension for disciplinary reasons or an employee who shall have been unlawfully dismissed.

b. In the event an employee dies and the employee's death occurs as a result of personal injury arising out of and in the course of his employment with Management and the amount of benefits which would be payable under the Workmen's Compensation Act would amount to less than \$10,000, Management shall make a lump sum cash payment equal to the difference between the amount of \$10,000

and the total Workmen's Compensation benefits, to the employee's beneficiary or beneficiaries designated on the "Designation of Beneficiary" form provided by Management, or in the absence of execution of said form, to the administrator or executor of the employee's estate.

- (1) For the purpose of determining the lump sum cash payment payable under the provisions of this section, Management shall compute the "total Workmen's Compensation benefits" as of the date of the employee's injury under the circumstances and considering the number of dependents at that time. The "total Workmen's Compensation benefits" shall be computed to include (a) the total weekly benefits provided by the Workmen's Compensation Act multiplied by the number of weeks payable (presently 500 weeks), (b) medical expenses payable, (c) burial expenses payable, and (d) any disability payments which have been paid or have become due for injury which is the proximate cause of death.
- (2) For the purpose of computing the "total Workmen's Compensation benefits," the spouse and minor children of the deceased employee and any person or persons partially dependent upon the deceased employee within the meaning of the Workmen's Compensation Act shall be considered wholly dependent upon the deceased employee.

c. No benefits shall be payable under this Section unless written application for such benefits is filed with Management by the beneficiary or beneficiaries of the deceased employee designated on the "Designation of Beneficiary" form or by the administrator or executor of the estate of the said deceased employee within one (1) year after the employee's death or within one (1) year after the beneficiary, beneficiaries, administrator or executor of the estate shall have knowledge or reasonably should have knowledge of their right to make such a claim, whichever occurs later.

d. In the event that the beneficiary, beneficiaries or the estate of the deceased employee shall be paid benefits under subsection "a." hereof and compensation

or benefits are subsequently paid or awarded for the same death to any person or persons as a result of any proceeding instituted under the Workmen's Compensation Act against the City, the beneficiary, beneficiaries or estate of the deceased employee, as the case may be, shall be liable and shall repay to Management the amount equal to the compensation or benefits which are paid or awarded up to the sum of \$10,000.

e. In the event that an employee dies within two (2) years after coverage is extended to the employee under this Section 2, and it is determined that the employee's death was due to suicide, no benefits shall be payable to any party or parties under this section.

f. No determination, presumption, or finding made by Management in the application of any of the provisions of Section 2 shall be binding upon Management in any proceeding of the Workmen's Compensation Act nor shall the same be an admission of liability under said Act.

g. No action at law or in equity shall be brought by any person or persons to recover under any provisions of this section prior to the expiration of ninety (90) days after application for benefits and proof of death has been filed with Management pursuant to subsection "c."

ARTICLE XXV. MILITARY SERVICE VETERANS

Section 1. The reemployment of military service veterans shall be in accordance with the applicable statutes in effect at the time of the reemployment.

ARTICLE XXVI. WORKMEN'S COMPENSATION

Section 1. Management shall, for a period not to exceed twenty-six (26) weeks, supplement Workmen's Compensation without charge to sick leave or vacation for employees injured on the job by the difference between Workmen's Compensation and their normal weekly earnings, excluding overtime.

Section 2. In the event an employee receives sick leave compensation and subsequently such employee is awarded Workmen's Compensation for the same period of time, the employee shall reimburse Management for such amounts received as sick leave compensation and Management shall credit the employee's sick leave account with the number of days so used as sick leave.

ARTICLE XXVII. BULLETIN BOARDS

Section 1. The existing Union bulletin boards shall be used only for the following notices:

- a. Recreational and social affairs of the Union.
- b. Union Meetings.
- c. Union Elections.
- d. Reports of Union Committees.
- e. Ruling of policies of the International Union.

Notices of announcements shall not contain anything political or controversial, or anything reflecting upon the City, any of its employees, and no material, notices or announcements which violate the provisions of this Section shall be posted. Any Union authorized violation of this Section shall entitle Management to cancel immediately the provisions of this Section and remove the bulletin boards.

ARTICLE XXVIII. NO DISCRIMINATION

Section 1. The parties hereto agree that they shall not discriminate against any person because of his race, creed, color, national origin, age, sex, marital status, or number of dependents.

ARTICLE XXIX. MAINTENANCE OF STANDARDS

Section 1. Management agrees that all conditions of employment not otherwise provided for herein relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at the standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

ARTICLE XXX. AUTHORIZED REPRESENTATIVES

Section 1. Any action by any Management or Union official named herein may be exercised by his duly authorized representative.

ARTICLE XXXI. SUPPLEMENTAL AGREEMENTS

Section 1. All supplemental agreements modifying this Agreement are subject to approval by the duly authorized representatives of Local 366 of the International Association of Fire Fighters and the City of Grand Rapids.

ARTICLE XXXII. VALIDITY

Section 1. The provisions of this Agreement shall supersede any existing rules and regulations of the City and/or any of its Boards or agencies which may be in conflict therewith.

Section 2. This Agreement is subject to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the City, the Union, and the employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided 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.

ARTICLE XXXIII. ENTIRE AGREEMENT

Section 1. During negotiations, each party had the right to make proposals with respect to all bargaining matters. This sets forth the basic and full agreement between the parties. During its life, neither will require the other to engage in further collective bargaining as to any matter whether mentioned herein or not, except as such bargaining is provided for herein.

ARTICLE XXXIV. EMERGENCIES

Section 1. In the event a state of emergency is declared to exist in the City of Grand Rapids by reason of a riot or civil disorder by the Governor of the State of Michigan or the Mayor of the City of Grand Rapids, or in the event the Governor declares the City a disaster area by virtue of an Act of God, such as flood or tornado, the following conditions of this Agreement shall, during such period of emergency or disaster, be automatically suspended:

1. Time limits for either party to file or reply to grievances, provided, however, that the time limits shall be reinstated and shall commence running on the date the parties hereto agree that such emergency conditions shall have ceased to exist;
2. Limitations on distribution of work assignments in accordance with seniority;
3. Limitations on distribution of overtime by seniority.

In addition, and notwithstanding Article XIII of this Agreement, Management reserves the right, during any events specified above, to assign employees to work without regard to their employment classification, provided, however, that no member of the bargaining unit shall be assigned to work not related to the usual duties of firefighting and lifesaving.

The provisions of this article shall apply when members of the bargaining unit are performing work in accordance with the provisions of existing or future mutual aid pacts with other governmental jurisdictions.

ARTICLE XXXV. CAR ALLOWANCE AND PARKING

Section 1. Employees properly authorized and directed by Management to use their personal automobile in the performance of City business shall be paid Ten (\$0.10) Cents per mile for such use.

Section 2. Management agrees to provide free parking space for Fire Alarm Operators who are employed in the Police-Justice Building and who drive their personal automobiles to work.

ARTICLE XXXVI. TERMINATION AND MODIFICATION

Section 1. This Agreement shall continue in full force and effect until 11:59 P.M., May 31, 1974.

Section 2. If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter, subject to notice of termination by either party on sixty (60) days' written notice prior to the current year's termination date.

Section 3. If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on its termination date or any time thereafter on ten (10) days' written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

Section 4. Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, to Billy Tibbets, President, 905 Beechwood, N.E., Grand Rapids, Michigan, and if to Management, addressed to City of Grand Rapids, City Hall, Grand Rapids, Michigan, or to any such address as the Union or Management may make available to each other.

ARTICLE XXXVII. EFFECTIVE DATES OF CONTRACT PROVISIONS

Section 1. All changes in this Agreement from the prior Agreement between the parties shall be effective on the date set opposite the Article in which the change is found as follows:

- a. ARTICLE II. UNION SECURITY AND CHECKOFF
 - (1) Section 5 - July 1, 1971
- b. ARTICLE IV. MANAGEMENT RIGHTS
 - (1) Section 2 - July 1, 1971
- c. ARTICLE V. UNION BARGAINING COMMITTEE
 - (1) Section 1 - July 1, 1971
- d. ARTICLE VI. SPECIAL MEETINGS
 - (1) Section 1 - July 1, 1971
 - (2) Section 4 - July 1, 1971
- e. ARTICLE VII. UNION STEWARDS
 - (1) Section 1 - July 1, 1971
- f. ARTICLE VIII. GRIEVANCE PROCEDURE
 - (1) Section 1 - July 1, 1971
 - (2) Section 2 - July 1, 1971
 - (3) Section 3 - July 1, 1971
 - (4) Section 4e- July 1, 1971

- g. ARTICLE X. DISCHARGE AND DISCIPLINE
 - (1) Section 4 - July 1, 1971
- h. ARTICLE XI. SENIORITY
 - (1) Section 3 - July 1, 1971
 - (2) Section 4 - July 1, 1971
 - (3) Section 5 - July 1, 1971
- i. ARTICLE XII. LAYOFF AND RECALL
 - (1) Section 5 - July 1, 1971
- j. ARTICLE XIII. WORK ASSIGNMENT
 - (1) Section 2 - July 1, 1971
- k. ARTICLE XIV. OVERTIME
 - (1) Section 2 - July 1, 1971
 - (2) Section 3c- July 1, 1971
 - (3) Section 5a- July 1, 1971
- l. ARTICLE XVI. WAGES
 - (1) Appendix B - July 1, 1971
 - (2) Appendix C - July 1, 1972
 - (3) Appendix D - July 1, 1973
- m. ARTICLE XVII. PAY CHANGES
 - (1) Section 4e - July 1, 1971
- n. ARTICLE XIX. VACATIONS
 - (1) Section 2c - July 1, 1971
 - (2) Section 3 - July 1, 1971
 - (3) Section 4g - July 1, 1971
- o. ARTICLE XX. HOLIDAYS
 - (1) Section 1 - July 1, 1971
 - (2) Section 7 - July 1, 1971
 - (3) Section 9 - July 1, 1971
- p. ARTICLE XXI. SICK LEAVE
 - (1) Section 4b(2) - July 1, 1971
- q. ARTICLE XXIV. INSURANCE
 - (1) Section 1 - July 1, 1971
 - (2) Section 2 - July 1, 1971
- r. ARTICLE XXVI. WORKMEN'S COMPENSATION
 - (1) Section 1 - July 1, 1971
- s. ARTICLE XXVII. BULLETIN BOARDS
 - (1) Section 1 - July 1, 1971

- t. ARTICLE XXXI. SUPPLEMENTAL AGREEMENT
(1) Section 1 - July 1, 1971
- u. ARTICLE XXXIII. ENTIRE AGREEMENT
(1) Section 1 - July 1, 1971
- v. ARTICLE XXXIV. EMERGENCIES
(1) Section 1 - July 1, 1971
- w. ARTICLE XXXV. CAR ALLOWANCE AND PARKING
(1) Section 1 - July 1, 1971
(2) Section 2 - July 1, 1971

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this 29th day of June , 1971.

WITNESSES

CITY OF GRAND RAPIDS

Dean R. Mielke BY Lyman S. Parks
Lyman S. Parks, President of
The Commission, Acting Mayor

Arthur Weaver ATTEST: Dawson Weaver
Rawson Weaver, City Clerk

LOCAL 366 OF THE INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS

Dean R. Mielke BY Billy Tibbets

BY Eng. J. Schum

Arthur Weaver BY Curtis T. Smith

APPENDIX A

<u>CLASSIFICATION TITLE</u>	<u>CODE NO.</u>
Firefighter	201
Fire Equipment Operator	202
Fire Lieutenant	203
Fire Captain	204
District Fire Chief (Battalion Fire Chief, Eff. 7/1/72)	205
Deputy Fire Chief	206
Fire Investigator	209
Fire Maintenance Supervisor	214
Fire Prevention Inspector I	210
Fire Prevention Inspector II	211
Fire Alarm Operator	213
Fire Communications Supervisor	217
Electrician II (Assigned to the Fire Department)	543

APPENDIX B
(Effective July 1, 1971)

Code No.	Classification Title	SALARY STEPS				
		B	C	D	E	F
201	Firefighter		9686	10077	10468	10890
202	Fire Equipment Operator			10468	10890	11341
203	Fire Lieutenant			11341	11793	12245
204	Fire Captain			12245	12696	13148
205	District Fire Chief			13148	13600	14141
206	Deputy Fire Chief	15255	15918	16640	17393	18176
213	Fire Alarm Operator	10468	10890	11341	11793	12245
209	Fire Investigator	10890	11341	11793	12245	12696
210	Fire Prevention Inspector I	10468	10890	11341	11793	12245
211	Fire Prevention Inspector II	12245	12696	13148	13600	14141
217	Fire Communications Supervisor	11793	12245	12696	13148	13600
214	Fire Maintenance Supervisor		11341	11793	12245	12696
543	Electrician II (Assigned to Fire Dept.)		11341	11793	12245	12696

APPENDIX C
(Effective July 1, 1972)

Code No.	Classification Title	SALARY STEPS				
		B	C	D	E	F
201	Firefighter		10586	10977	11368	11790
202	Fire Equipment Operator			11368	11790	12241
203	Fire Lieutenant			12241	12693	13145
204	Fire Captain			13145	13596	14048
205	Battalion Fire Chief			14048	14500	15041
206	Deputy Fire Chief	16155	16818	17540	18293	19076
213	Fire Alarm Operator	11368	11790	12241	12693	13145
209	Fire Investigator	11790	12241	12693	13145	13596
210	Fire Prevention Inspector I	11368	11790	12241	12693	13145
211	Fire Prevention Inspector II	13145	13596	14048	14500	15041
217	Fire Communications Supervisor	12693	13145	13596	14048	14500
214	Fire Maintenance Supervisor		12241	12693	13145	13596
543	Electrician II (Assigned to Fire Dept.)		12241	12693	13145	13596

APPENDIX D
(Effective July 1, 1973)

Code No.	Classification Title	SALARY STEPS				
		B	C	D	E	F
201	Firefighter		11236	11270	12018	12440
202	Fire Equipment Operator			12018	12440	12891
203	Fire Lieutenant			12891	13343	13745
204	Fire Captain			13745	14246	14698
205	Battalion Fire Chief			14698	15150	15691
206	Deputy Fire Chief	16805	17468	18190	18943	19726
213	Fire Alarm Operator	12018	12440	12891	13343	13745
209	Fire Investigator	12440	12891	13343	13745	14246
210	Fire Prevention Inspector I	12018	12440	12891	13343	13745
211	Fire Prevention Inspector II	13745	14246	14698	15150	15691
217	Fire Communications Supervisor	13343	13745	14246	14698	15150
214	Fire Maintenance Supervisor		12891	13343	13745	14246
546	Electrician II (Assigned to Fire Dept.)		12891	13343	13745	14246

LETTER OF UNDERSTANDING REGARDING CLEANUP TIME

It is agreed that members of the bargaining unit shall be allowed time as authorized by their Supervisor to clean and stow their personal effects (rubber goods) following their return from a fire from which they have been relieved on site. It is further understood that the provisions of Article XIV, Section 3(b) shall apply in calculating the compensation for such time, but in no event shall the time exceed thirty (30) minutes and no such time shall be allowed for personal hygiene purposes.

LETTER OF UNDERSTANDING REGARDING
EXECUTIVE OFFICE CLEANING AND JANITORIAL SERVICE

It is agreed that members of the bargaining unit shall not be required to perform cleaning and janitorial duties in the executive offices at No. One Engine House. For the purpose of this Letter, executive offices is understood to mean the Fire Chief's Office, Deputy Fire Chief's Office, Fire Inspection Office, Battalion Chief's Office, Fire Investigator's Office, Training Office, civilian employees' work spaces and all lounges and rest rooms in the executive office area. It is further agreed that members of the bargaining unit will continue to perform maintenance and repair work in the executive office, including window washing.

LETTER OF UNDERSTANDING REGARDING WINTER WORK JACKETS

It is agreed that Management will provide a blue, winter work jacket to all members of the bargaining unit classified as Firefighter, Fire Equipment Operator, Fire Lieutenant, Fire Captain, or Fire Alarm Operator. It is further understood that any replacements will be handled on the same basis as that for the dress uniform.

LETTER OF UNDERSTANDING
REGARDING EMERGENCY HOSPITAL TREATMENT

It is agreed that Management will inform the local hospitals which provide emergency treatment to Fire Department personnel, that such personnel shall be provided with a full range of medical and/or surgical services which may be deemed necessary by the attending physician.

LETTER OF UNDERSTANDING REGARDING
HOSPITALIZATION INSURANCE FOR RETIREES BETWEEN THE
AGES OF 60 AND 65 YEARS

It is agreed that Management will pay the Hospitalization Insurance premium (currently \$11.33 per month) for a person retiring, but only for those years of age between 60 and 64 inclusive.