

March 31, 1976

FIRE DEPARTMENT UNION CONTRACT AGREEMENT

ARTICLE I
INTENT & PURPOSE

Section 1: The parties hereto, the City of Ionia, Michigan, (hereinafter referred to as the Employer) and the City Fire Department Unit of IONIA FIRE FIGHTERS UNION, Local 960, IAFF-AFL-CIO, (hereinafter referred to as the Union,) have entered into this agreement pursuant to the Authority of Act 379 of the Public Act of 1965, as amended, to incorporate understandings previously reached and other matters into a formal contract; to promote harmonious relations between the City of Ionia and the Union; in the best interests of the Community; to improve the public fire fighting service; and to provide an orderly and equitable means of resolving future differences between the parties.

Governing City of Ionia

This Agreement is subject to the City Charter, Laws of the State of Michigan with the 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 of 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.

If, prior to the expiration of the agreement, any Article or Section of this Agreement is found to be inconsistent

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Ionia, Michigan 48846*

or unworkable, by either party, changes can be made. The party concerned shall notify its counterpart in writing of, its desire for mutuality, in modifying the present agreement, and shall list separately inconsistent, and unworkable Articles and Sections. Upon receipt of said written notification. The receiving party shall within ten (10) calendar days give notice in writing of it's decision.

ARTICLE II

DEFINITIONS

Section 1: (A) Whenever the word "City" is used it shall include the elected or appointed representatives of the City of Ionia, Michigan, also referred to as the Management or Employer.

(B) Whenever the word "Union" is used it shall include the officers or representatives of Local 960 of the International Association of Fire Fighters, AFL-CIO-CLC.

(C) Coverage: This agreement shall be applicable as to all uniformed employees of the Fire Department of the City of Ionia, Michigan except the Fire Chief.

(D) Recognition: The employer recognizes the Union as sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all uniformed members of the Fire Department, except the Fire Chief.

(E) All new Firemen are subject to a six months probation period at which time Management determines his ability and character as a Fireman. The employer has the right to discharge this employee during this probationary period.

ARTICLE III

MANAGEMENT RIGHTS

Section 1: The management shall manage the department, and direct the working force. The management of the department includes the right to plan, direct and control department operations; to hire, promote, suspend, or discharge employees for inefficiency, or for other proper cause; to layoff or relieve employees from duty because of lack of work or for any other legitimate reason; to make and enforce reasonable department rules; to introduce new or improved department methods or equipment, in conformance at all times with State, County, or City regulations. Such vested authority shall not, however be used in a manner inconsistent with any of the other provision of this agreement.

Before issuing or enforcing any department rules, management will discuss the same with the union, and consider any suggestions made by the union. The reasonableness of penalties, or disciplinary measures provided for, in the department rules, should they be issued, shall be subject to the grievance procedure.

ARTICLE IV

UNION SECURITY

Section 1: Each employee, who on the effective date of this agreement is a member of the Union, shall as a condition of employment, maintain his membership in the Union. Each employee hired on or after the execution of this agreement, shall as a condition of employment become a member of the Union thirty (30) days after hiring date or the effective date of this agreement,

whichever is later, and maintain membership in the Union. Employees who fail to comply with this requirement shall be discharged by the employer within thirty (30) days after receipt of written notice to the employer from the Union.

Section 2: (A) No employee, except probationary employees, shall be removed, discharged, reduced in rank or pay, suspended or otherwise punished, except for just cause, and in no event until he shall have been furnished with a written statement of the charges and reasons for such action, and all charges shall be void unless filed within seven (7) days after the City has knowledge of the occurrence of the alledged violation.

(B) In the event of grievance thereon is filed, by the employee, as elsewhere provided in this agreement, the burden shall be upon the City to justify the action complained of. In any trial board proceeding the employee shall have thirty (30) days time to prepare for the defense against charges preferred, and shall have the right to counsel, and shall be afforded due process, or, have time as mutually agreed upon.

Section 3: Union dues shall be deducted from the Union Members payroll on the last pay of each monthly payroll. Check for the total dues collected shall be forwarded to the Treasurer of the Firemen's Union Local at the Ionia Fire Station within fifteen (15) days after the deductions have been made.

Section 4: There shall be no unilateral changes in wages, hours, or working conditions during the term of this agreement, either contrary to the provisions of this agreement or otherwise.

Section 5: Wages hours, and conditions of employment in effect at the execution of this agreement shall, except as improved herein, be maintained during the term of this agreement. No employee while he remains employed, shall suffer reduction in benefits as a consequence of the execution of this agreement.

Section 6: The Chief of the Fire Department shall make reasonable provisions for the safety and health of the employees during the hours of their employment and shall provide protective devices and other equipment in conformity with statutory requirements.

ARTICLE V

UNION ACTIVITIES

Section 1: President of the Union and the Negotiation Committee shall be allowed reasonable time during working hours without loss of pay for the purpose of processing of grievances and enforcing this agreement.

Section 2: All employees who are covered by this agreement shall be represented for the purpose of grievance procedure and negotiations by a negotiation committee to be chosen by the Union.

Section 3: Negotiation Committee within the Union shall not consist of more than three (3) members of Local 960, with no more than one (1) member of any working shift at any time.

Section 4: The Union may schedule meetings on Fire Department property, in so far as such meetings are not disruptive of the duties of the employees of the efficient operation of the Department.

Section 5: Existing bulletin boards at the Fire Station may be used for the posting of Union notices, or other Union business.

ARTICLE VI
GRIEVANCE PROCEDURE

Section 1: All grievances shall be reduced to writing and signed by the aggrieved. The grievance shall then be submitted to the Executive Board of the Union. The aggrieved with one representative of the Union shall, within 72 hours, meet with the Chief of the Fire Department in an attempt to settle the grievance. The Chief of the Fire Department shall write his disposition on a copy of the grievance, returning it to the Union within seventy two (72) hours. If the Fire Chief is not available within seventy two (72) hours, the grievance shall move directly to the City Superintendent.

Section 2: In the event a grievance is not settled by the above procedure, representatives of the Union shall meet with the City Superintendent to consider the grievance at the earliest possible date and in no event later than nine (9) calendar days after the request for a meeting has been made by the Union. The City Superintendent shall write his disposition on a copy of the grievance returning it to the Union within seventy two (72) hours.

Section 3: In the event the grievance is not settled by the above procedures, the matter shall be referred to the City Council for disposition. If the matter is not settled by the conference between the City Council within fifteen (15) days of receipt of same, the matter may then proceed to step 4.

Section 4: If the grievance is not satisfactorily adjusted in the last step within the time provided (unless mutually extended), either party may with reasonable promptness, in writing, request arbitration. The other party shall be obligated to proceed with arbitration in the manner hereinafter provided.

The parties shall attempt to agree upon an impartial arbitrator. If they cannot so agree within seven (7) calendar days of the request for arbitration the party requesting arbitration shall promptly thereafter file the demand for arbitration with the American Arbitration Association in accordance with the then applicable rules of the association. The expenses of the arbitrator, excepting the parties own expenses, shall be borne equally by the Union and the City. The arbitrator shall have the authority and jurisdiction to determine the propriety of the interpretation and/or application of the collective bargaining agreement respecting the grievance in question, but he shall not have the power to alter or modify the term of this agreement. With respect to arbitrations involving the discipline or discharge of employees, the arbitrator shall determine if the discharge or discipline was for just cause. He may review the penalty imposed, and if he shall determine it to be inappropriate and/or unduly severe, he may modify it accordingly. He shall have authority in cases concerning discharge, discipline and/or other matters, if he shall so determine to order the payment of back wages and compensation for an employee which the employee would otherwise have received during the period in question, which such compensation is attributable to the discharge, suspension or layoff period. His award shall be final and binding on the parties and affected employees.

Section 5: If the grievance is not appealed from one step of the procedure to another within nine (9) calendar days, it will be considered settled as of the last answer.

Section 6: The grievance procedures provided in this agreement shall be supplementary or cumulative to, rather than exclusive of, any procedures of remedies accorded to any employee by law.

Section 7: Any grievances initiated under Article VI that are reduced to writing, shall name the Article, Section, or Subsection of the present agreement, that has been violated. In the event more than one Article, Section, or Subsection is alleged to have been violated, each violation shall be listed on separate grievance forms, and each will stand on its own merits.

ARTICLE VII

SENIORITY

Section 1: Seniority shall start with the date of last continuous hire as a full-time Fireman.

Section 2: Seniority shall terminate only for:

- a) Discharge for cause.
- b) Layoff exceeding one (1) year.
- c) Voluntary quit.
- d) Absence without leave for five(5) continuous days.

Section 3: Layoff and rehire shall be governed by seniority.

ARTICLE VIII

FIREMEN'S DUTIES

Section 1: Relations to the operations of the Fire Department shall continue as in the past. All extra duties as presently designated by the Fire Chief and Management, will continue as in the past unless it is in violation against an outside union. Firemen will do the Station work and minor maintenance of the Fire Trucks. Emergency duties only shall be done on weekends and holidays.

Section 2: The City will furnish the kitchen facilities, meaning: The major appliances, and furniture at the discretion of the Management. Television will be furnished - payment up to \$150.00 yearly for rental will be paid by the City.

ARTICLE IX

BENIFITS

Section 1: Firemen shall be paid a uniform allowance as follows: The City shall pay \$200.00 per year to each employee, payable at \$100.00 first pay period in July and \$100.00 first pay period in January. Uniforms will be consistent with the City fire rules and regulations. New or recalled employees shall be paid, uniform allowance from date of hire or recall on a pro rated daily basis forward to the nearest payable date. Food allowance per man of \$180.00 shall be paid in the same manner. I.E. June 20th hire will receive ten (10) days plus \$100.00 on first pay period in July for clothing or \$90.00 and pro rated money for food.

Section 2: (A) Vacations: Employees will be eligible for one calendar week of vacation with pay after completing one (1) year of service and two (2) calendar weeks of vacation with pay after completing two (2) years of service and two (2) calendar weeks of vacation plus three (3) days with pay after completing three (3) years of service. After completion of ten years (10) service employee will be eligible for two (2) calendar weeks, plus three (3) days with pay, plus one (1) day extra for each succeeding year completed up to a maximum of twenty (20) work days.

Section 2: (B) For pay purposes all employees will be paid according to a normal work week, or one work day in the case of extra days over and above a work week.

(C) Vacations must be taken within one (1) year after the employee becomes eligible for such vacation, and if not so taken shall be forfeited unless otherwise agreed in advance by employee and the Management.

(D) Each employee starting with highest seniority shall by April 1 of each year, indicate when he wishes to take his annual vacation. In the event more employees wish to take a vacation in the same period than can be spared at that time, vacations shall be scheduled in accordance with seniority. After April 1, vacations will be scheduled in accordance with the date on which the request is made, the earliest request being given preference.

(E) If employment is severed after completing one (1) year of service he will be paid the vacation pay he had accumulated at the time of termination, on a pro rata basis.

Section 3: (A) Sick Leave: Sick leave will be accumulated at the rate of one ^{one (1) day} ~~day~~ every four (4) weeks up to a maximum of one hundred twenty (120) days. Upon death or retirement from active service the employee or his estate will be paid one-half (1/2) of his accumulated, unused sick leave. Employee may draw upon unused sick leave after thirty days employment. Full amount of accumulated sick days may be used as unemployment benefits, but under no circumstances to engage in gainful employment.

(B) In the event of termination of employment for other than disciplinary reasons, retirement or death, employee will be paid one-half (1/2) his accumulated sick leave days up to a maximum of seven hundred forty (740) dollars.

(C) Sick days will be paid for a sickness or nonservice injury not connected with a substitute job, and one (1) sick day

will be deducted for each twenty four (24) work day period on sick leave that he would have worked.

(D) Reason to believe that sick leave is abused, will give management the right to request a medical proof from individual in question.

(E) Accumulated sick day roster will be posted, up to date, every six months.

Section 4: Emergency and Special Leaves:

(A) Emergency leave without pay for specific reasons may be granted with permission of the Fire Chief and City Superintendent, but under no circumstances to engage in gainful employment.

(B) The employer will grant necessary and reasonable time off without loss of seniority to any employee selected by the Union to attend a labor convention or service in any capacity on other official Union business, provided, however, that at least forty eight (48) hours advance written notice be given to the Employer, which notice shall specify the length of time off for such activities. No more than one (1) member shall be off on such leave at one time and shall not exceed seven (7) days.

Section 5: Trading of time and Kellys days with a replacement within the Department will be allowed with the authorization of the Fire Chief.

Section 6: For Incurred Service Injury, payment of full salary will be paid by the City paying the amount exceeding Workmen's Compensation, until the employee returns to work, or until such time as he receives other Disability Benefits, which he has not contracted for privately with no loss of sick days. Upon Social Security Disability Qualification. The Cities responsibility shall cease as of the first day

of the month which the employee qualifies for and receives his first pay, as determined by the Department of Health, Education and Welfare or the State Vocational Rehabilitation Department.

Section 7: Bereavement Leave shall be allowed as follows:

Three (3) days with no loss of pay for immediate family. Immediate family to include spouse, parents of employee or spouse, grandparents of either; brother, sister or child of employee. One (1) day leave to be given with no loss of pay for brother-in-law, sister-in-law, or employee. ^{ONE DAY} All bereavement leave and pay shall be for the day of the funeral only, excluding normal days off and providing the employee attends the funeral. Proof may be required. Additional time may be granted if needed upon approval of Department Head and City Superintendent, up to three (3) days, in the case of in-laws.

Section 8: If an employee is called to Jury Duty, he will be paid the difference between increments received for such duty and his workday, as prescribed by applicable law.

Section 9: Hospitalization Insurance for each full-time employee shall be paid in full by the City and hospitalization for employee's dependents, the City shall pay 100% (one hundred per cent) of the cost of said insurance, including the drug and dental plan as agreed.

Section 10: Group Life Insurance: The City pays the Life Insurance on each full time employee, on a Five Thousand Dollar (\$5,000) Policy. Triple Indemnity for accidental death is paid to the designated beneficiary of record.

Section 11: Employee's will be given one personal Business Day per year, provided no overtime is involved and arrangements are made with the Chief of the Department one week in advance.

Section 12: HOLIDAYS:

(A) Employee's with seniority shall receive the following holidays with pay: New Year's Day, Memorial Day, July 4th, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.

Good Friday shall be a partial holiday of four(4) hours beginning at noon. For purposes of this agreement, all of the other holidays except Good Friday, shall commence as of 12:01 A.M. on the day in question.

(B) The employee must work his normal work day and work the normal day after the holiday or be on an approved leave which began in the week of the holiday in order to receive Holiday Pay.

ARTICLE X

WORK SCHEDULE & OVERTIME

Section 1: Work schedule of the employee will continue with the present policy of 56 hours per week. Changes of work schedule is the Management's prerogative and will be negotiated with the Union Members.

Section 2: Overtime will be paid on the basis of time and one-half of the individual's calculated straight time hourly rate.

Section 3: All scheduled overtime will be divided equally among member as far as practicable.

Section 4: If an employee is called in to work at any time outside his regular scheduled working hours, he shall be guaranteed two (2)

hours call-out time or time and one-half for hours worked, whichever is greater.

ARTICLE XI
WAGES

The City shall grant a raise, retroactive to April 1, 1974. The schedule of pay shall be as follows.

	<u>start</u>	<u>6 months</u>	<u>12 months</u>	<u>18 months</u>	<u>2 years</u>
Firemen	\$7,954.80	\$8,455.51	\$8,568.18	\$8,824.59	\$9,003.71
Captain-----					\$9,548.02

Starting April 1, 1975 thru March 31st, 1976:

	<u>start</u>	<u>6 months</u>	<u>12 months</u>	<u>18 months</u>	<u>2 years</u>
Firemen	\$8,479.82	\$9,013.57	\$9,133.68	\$9,407.01	\$9,597.95
Captain-----					\$10,178.19

It is agreed between the employer and the Union that should a reduction in force occur in the first year of this present agreement, that basic wage salaries will be subject to renegotiations April 1, 1975. If a reduction in force occurs in the first six months of the second year of this agreement, that basic wage salaries will be subject to renegotiations by request of either party. Notice will be given of the reduction in force, as far in advance as reasonable practicable.

ARTICLE XII

LONGEVITY PLAN: Present plan is updated to coincide with all other Departments. New scale is on file in City Clerk's Office. Union to be furnished copy.

LONGEVITY PLAN: For each full time employee, City will pay five dollars (\$5.00) per year for each year of service up to and including five (5) years of service - Fifty dollars (\$50.00) plus five dollars (\$5.00) per year up to completion of 10 years of service; upon completion of 10 years of service, fifty dollars (\$50.00) plus ten dollars (\$10.00) per year up to a maximum of one hundred and fifty dollars (\$150.00). This will be paid the first week of December and November 1st will be counted as seniority date for all employees. In case of an employee being employed in October, November, or December of any one year, November 1st will be counted as seniority date.

ARTICLE XIII

NO STRIKE

Neither the Union or any of its members will during the life of this agreement cause to take part in any strike, picketing, slowdown, walkout or other cessation of or interference with the work of the City.

ARTICLE XIV

EMPLOYER SECURITY CLAUSE

Section 1: It is mutually agreed that in the event, that prior to the expiration date of this agreement should a statutory enactment either Federal, State or Local or a cessation or curtailment of Federal, State or Local funds occur, which eliminates or diminishes the employers ability to pay - a meeting will be called immediately, or as soon as possible to seek an equitable solution in the best interests of both parties.

1 A. In the event a discontinuance of the Fire Department as a full time dept. should occur, those employees being displaced and laid off shall have preferential hiring rights into other departments of the City, if there is openings available. It is also agreed should it prove to be an unwise decision by the employer to discontinue full time Fire Dept. and they wish to reinstitute the said full time Fire Dept. that all severed, or laid off employees shall be rehired first, with no loss of seniority and shall retain their seniority as of date of severance or layoff.

Section 2: It is also agreed that should a Federal, State or Local disaster occur in the City of Ionia or vicinity, the Union will cooperate and work harmoniously with all agencies and volunteer groups, including the Red Cross.

While it is not the intent, but should any circumstances

arise that would seem to violate the basic agreement, they will be held in abeyance until the emergency is over. At which time they may be initiated under the Unions Contractual Grievance Right retro-active to the date of occurrence.

ARTICLE XV

DURATION OF AGREEMENT

In as much as both parties have had ample time to propose and counter propose, the present agreement as written herein, shall be the sole governing agreement between the City of Ionia and the Fire Department and its Union and exclusive of other City administered departments. And shall remain in full force and effect from April 1st 1974, up to and including March 31st 1976. Unless written notice of desire to cancel or modify is given by either party at least sixty (60) days prior to the expiration date.

To witness whereof, the parties have caused the agreement to be executed by their duly authorized representative as of the date thereof.

CITY of IONIA
IONIA, MICHIGAN

IONIA FIRE DEPARTMENT
UNION REPRESENTATIVES

D.L. Stanton, Mayor

Jack Tiesma, International Rep.

Gertrude B. Gemuend, Clerk

Owen W. Slowinski, President

Secretary

Dated _____
approved _____

Union Steward

Union Steward

City of Ionia

114 North Kidd Street
IONIA, MICHIGAN

MEMORANDUM OF AGREEMENT - AUG. 6, 1974

Both parties agree that in the retyping of the present Contract, I.E. 1974-1976. Two paragraphs were omitted from the 1973-1974 Contract.

It was not the intent of either party, to omit these paragraphs, and the following language, shall be considered an integral part of the present 1974-1976 Contract.

Page 9, Article VIII

Section 3: Firemen must live in an area within a three (3) mile radius of the City Limits.

Page 13, Article IX

Section 12: Holidays

C. If a holiday falls on an eligible firemens scheduled day off, he shall receive a twenty four (24) hour workday period of holiday pay. If it falls on his scheduled workday he shall receive a twenty four (24) hour workday period of holiday pay, in addition to his regular days pay.

FOR THE EMPLOYER

Raymond H. Cutler City Registrar

FOR THE UNION

Harry E. Shattuck