

4393

6/30/2001

SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 586, AFL-CIO
1998 - 2001

Belding, City of

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

AGREEMENT

THE CITY OF BELDING ("City") and LOCAL 586, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO ("Union") agree to the following terms and conditions of employment.

ARTICLE I RECOGNITION

SECTION 1.

The City recognizes the Union as the sole and exclusive bargaining representative of all On-Call, Part-Paid Firefighters of the Belding Fire Department, excluding all others.

ARTICLE II UNION ACTIVITIES AND SECURITY

SECTION 1.

Membership in the Union is not compulsory. All employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. As a condition of continued employment, all employees included in the collective bargaining unit shall, within sixty (60) days after the execution of this Agreement, or the completion of their probationary period, whichever is later, either become members of the Union and pay to the Union the periodic monthly dues and initiation fees uniformly required of all Union members, or pay to the Union a service fee equal to the pro rata costs of negotiating and administering this Agreement, which shall not exceed the Union's periodic monthly dues.

Service fees shall be established periodically in accordance with legally established procedures therefore, The Union shall annually submit to the Employer an affidavit setting forth (a) the amount of the service fee for that year, (b) representations that the service fee does not include any amounts which are not constitutionally chargeable to non-members, (c) representations that the Union has fully complied with all of the legal and constitutional procedures for protecting payors of service fees or fair share fees, and (d) representations that the affidavit is intended to be relied upon by the Employer and that the Union agrees to indemnify and hold harmless the Employer and its officers, agents, and employees from and against any and all claims, demands, suits, liability, and

inaction taken by the Employer in reliance on the affidavit,

Copies of all service fee procedures, notices, and disclosures relating to the bargaining unit shall be provided to bargaining unit employees at least sixty (60) days before collection of service fees from such employees. Failure to provide the affidavit or other specific materials in timely fashion will suspend the obligation of any non-member of the Union to pay any service fees as a condition of employment, and will suspend the Employer obligation to withhold or pay amounts on behalf of non-members under Section 3.2

Service fees shall not include initiation fees or special assessments of any kind. The Union recognizes and agrees that it is required under this Agreement to represent all employees included within the collective bargaining unit without regard to whether or not the employee is a member of the Union

SECTION 2.

(a) The City will deduct the amount of the Union's uniform monthly dues from the wages of any employee who provides a written authorization to the City Finance Officer. Such dues will be deducted from the employee's monthly paycheck and be promptly remitted to the designated official of the Union.

(b) The City shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made; and if for any reason it fails to make a deduction for any employee as above provided, it shall make the deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to the City's attention by the employee or the Union. → See next page.

(c) The Union shall indemnify the City against all claims resulting from dues deductions, including attorney's fees.

SECTION 3.

Union Employees Representatives. The City agrees to recognize one (1) unit president, two (2) stewards and five (5) committee persons who shall be selected by the Union from employees in the bargaining unit who have completed their probationary periods. The unit president and committee persons shall be selected by the Union from employees in the bargaining unit who have completed their probationary periods. The unit president and committee persons shall be the

employee representatives in collective bargaining. The steward shall act as the Union representative in the processing of grievances for bargaining unit members as provided in the grievances procedure. The Union shall furnish the City with the names of its unit president and steward in writing before they will be recognized.

SECTION 4.

When an employee does not work at least six (6) hours during a calendar month there will be no dues withheld for that calendar month.

**ARTICLE III
MANAGEMENT RIGHTS**

The City, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers, except such as are specifically modified in this Agreement, reserved to and remain vested in the City, including but without limiting the generality of the foregoing, the right:

(a) to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, materials or methods of operation;

(b) to introduce new equipment, methods, machinery or processes, change or eliminate existing equipment, and institute technological changes, decide on materials, supplies, equipment, and tools to be purchased;

(c) to subcontract or purchase any or all of the construction of new facilities or the improvement of existing facilities, and bargaining unit work; however, except when an emergency places demands which exceed the manpower capability of the Fire Department, no subcontracting shall occur without at least 30-days notice to the Union. Upon such notice, the City shall

immediately schedule a special meeting with the Union to discuss whether there are any reasonable alternatives;

(d) to determine the number, location, and type of facilities and installations;

(e) after meeting and conferring with the Union, to hire, assign, and lay off employees in accordance with the terms of this Agreement;

(f) to permit municipal employees not included in the bargaining unit, to perform bargaining unit work when an immediate emergency places demands which exceed the manpower capability of the Fire Department; however, all other uses of municipal employees to perform bargaining unit work shall be subject to collective bargaining;

(g) to direct the work force, assign work and determine the number of employees assigned to operations;

(h) to establish, change, combine or discontinue job classifications, and prescribe and assign job duties, content and classification, however, the effect on the bargaining unit of any establishment, change, combination or discontinuance of job classification(s) and the establishment of wage rates for any new or changed classification(s) shall be the object(s) of collective bargaining;

(i) to determine lunch, rest periods, and cleanup times, the starting and quitting time;

(j) to establish reasonable work schedules;

(k) to discipline and discharge employees for cause;

(l) to adopt, revise, and enforce working rules and procedures, before implementation, changes to be posted for five (5) days on dispatch board.

(m) to reasonably transfer, promote, and demote employees from one classification, department or shift to another;

(n) to select employees for promoting or transfer to supervisory or other positions either in or out of other bargaining units and to determine the qualifications and competency of employees to perform available work.

ARTICLE IV SENIORITY

SECTION 1.

Seniority shall be defined as the length of the last continuous period of employment in the Fire Department, except as modified in this Article.

SECTION 2.

Seniority shall terminate for:

- (a) discharge for just cause;
- (b) layoff exceeding twelve (12) months;
- (c) voluntary resignation from department;
- (d) absence from three (3) scheduled training sessions within a year;

without first obtaining permission;

(e) failure to report, without prior approval, to more than fifty percent (50%) of the fire calls during a six month period.

SECTION 3.

All employees will serve a six-month probationary period. They shall attain seniority status if they successfully complete their probationary period. During the probationary period, and employee may be discharged, laid off, recalled, disciplined, demoted or transferred at the employer's discretion without regard to provisions of this Agreement, and without cause or recourse to the grievance procedure. Seniority shall be credited upon successful completion of probation.

SECTION 4.

The employer shall maintain an up-to-date seniority list. Ties in seniority will be determined by the employee with the lowest four (4) digits of their social security number being placed on the list first. The City shall provide the Union with an annually up-dated seniority list.

ARTICLE V

DISCIPLINE

No employee shall be discharged or disciplined except for just cause, and in such event the employee and the Union shall be furnished with a written statement of the charges and reasons for such action. At any interview which is likely to lead to discipline, the employee shall be entitled to a

Union steward upon request.

ARTICLE VI
GRIEVANCE PROCEDURE

SECTION 1.

A grievance is a claim that a specific provision of this Agreement has been violated or applied erroneously, arbitrarily or unfairly.

SECTION 2.

The following procedures shall be used in the settlement of grievances:

- STEP 1:** The aggrieved employee shall discuss the grievance orally with the Fire Chief within eight (8) days (excluding holidays and weekends) after occurrence of the event upon which it is based. Every attempt will be made to settle the grievance at this step.
- STEP 2:** If no agreement is reached in Step 1, the employee may within five (5) days (excluding holidays and weekends) after the meeting file a grievance in writing with the Fire Chief. Such grievance shall state the nature of the grievance, identify the provision of the Agreement alleged to have been violated, and be signed by the Employee affected. Within four (4) days (excluding holidays and weekends) the Fire Chief shall submit his answer to said grievance in writing to the employee.
- STEP 3:** If such answer does not settle the matter, the employee may submit his grievance in writing within five (5) days after receipt of the Fire Chiefs answer to the City Manager or other City Representative designated to handle such matters. The City Manager or his Representative shall within four (4) days (excluding holidays and weekends) of his receipt of such grievance, submit his answer in writing to the employee and the Union.

SECTION 3.

No grievance shall be considered unless filed and processed within the time limits above provided unless such time limits are extended by mutual agreement of the parties.

**ARTICLE VII
WAGES**

SECTION 1.

	<u>1st year</u>	<u>2nd year</u>	<u>3rd year</u>
Probationary	\$8.75	\$9.00	\$9.25
Firefighters	\$11.25	\$11.50	\$11.75
Training, Meetings & Maintenance	\$5.75	\$6.00	\$6.25

SECTION 2.

All wages shall be paid the first pay period in the following month and shall be accompanied by an itemized statement of the training, maintenance, and dispatch time and calls paid.

SECTION 3.

(a) When an employee responds to an alarm or work assignment and performs assigned duties, the employee shall be paid the applicable hourly rate for all time actually worked

with a minimum of one (1) hour pay.

(b) All firefighter job training class time that is required to perform a current service provided by the Fire Department and/or that is required by management of the city will be paid for by the city at the specified training rate.

SECTION 4.

All part-paid firefighters shall be entitled to longevity pay (paid once a year) according to the following schedule.

- (a) Upon completion of five (5) years of continuous part-time service, \$132.00 per year.
- (b) Upon completion of ten (10) years of continuous part-time service, \$252.00 per year.
- (c) Upon completion of fifteen (15) years of continuous part-time service, \$384.00 per year.
- (d) Upon completion of twenty (20) years of continuous part-time service, \$516.00 per year.
- (e) Upon completion of twenty five (25) years of continuous part-time service, \$600.00 per year.

Longevity pay will be payable the last pay period of December.

**ARTICLE VIII
INSURANCE**

SECTION 1.

The Volunteer Fireman's Fund Insurance shall be maintained at the current level as described in the VFFLI Policy No. 8123-5840.

SECTION 2.

The City reserves the right to change the carrier for the insurance program so long as comparable benefits are provided to the employees. the Union shall be notified 30 days in advance.

SECTION 3.

Effective June 1, 1997, Belding Area Ambulance Service Care Plan shall be provided, at no cost, to all bargaining unit members, and immediate family members.

ARTICLE IX

UNIFORMS

SECTIONS 1.

The City shall provide all firefighting protective gear which is required to be used by the employees. This shall include a Nomex material coverall or jumpsuit. All such equipment shall meet N.F.P.A. and O.S.H.A. requirements.

SECTION 2.

The City shall provide all uniforms required to be worn by employees.

SECTION 3.

The employees shall be responsible for the proper maintenance and care of the protective gear and uniforms provided by the City. They will be responsible for turning in all issued protective gear and uniforms in good condition, normal wear and tear excepted, upon their departure from the department.

ARTICLE X

LAYOFF

In the event that the City determines to place unit members on layoff, the parties shall meet to negotiate the procedure at least four weeks in advance of effective date of layoff.

ARTICLE XI

GENERAL

SECTION 1.

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 contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be void and inoperative; however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect. Upon request, the parties shall meet to renegotiate the provision(s) found to be void.

SECTION 2.

During negotiations, each party has the right to make proposals with respect to all bargainable matters. This Agreement sets forth the full understanding between the parties. during its life, neither will require the other to engage in any further collective bargaining as to any matter whether mentioned herein or not.

SECTION 3.

The personnel policies of the City apply to all City employees, including those in the bargaining unit covered by this Agreement. However to the extent of any conflict between the personnel policies and the provisions of this Agreement, the provisions of this Agreement control.

SECTION 4.

Two (2) representatives appointed by the City Manager, and two (2) representatives of the bargaining unit, upon request, shall meet at mutually agreed times and places to discuss mutual problems and to foster proper communications between the employees and the employer. Generally, these meetings will not exceed one (1) per month unless mutually agreed. These discussions are private, and neither party is bound by any understandings arrived at during these meetings, unless reduced to writing and signed by properly authorized representatives.

SECTION 5.

Education Assistance. The Employer shall pay registration/tuition and textbook costs for training or educational courses which are required by the City of employment as a firefighter.

SECTION 6.

The City, the Union, and the employees agree to share responsibility for eliminating accidents and preventable health hazards in the workplace.

SECTION 7.

The City will maintain general liability insurance coverage for the operations of the fire department.

SECTION 8.

The following holidays shall be recognized:

Thanksgiving Day

Christmas Day

All on-call, part-paid fire fighters shall receive time and one half (1 1/2) for all hours worked on the above listed holidays.

ARTICLE XII
EQUIPMENT COMMITTEE

The Fire Chief will submit a proposed equipment list to a standing committee of two (2) full-time and two (2) part-time firefighter employee to review and make recommendation to the Chief before the chief submits the equipment proposal to the City Manager for the budget.

ARTICLE XIII
DURATION

SECTION 1.

This Agreement shall be effective on July 1, 1998 and remain in force and effect to, and including June 30, 2001.

SECTION 2.

The parties agree that commencing not later than May 1st of each contract year, at the written request of either party, they will undertake negotiations for a new agreement for a succeeding period.

SECTION 3.

In the event that negotiations extend beyond the said expiration date of the Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new contract, subject to termination by either party on ten (10) days written notice.

CITY OF BELDING

Don Fawcett

Mayor

Raeen G. Thomas

Treasurer

Vince C. Bell

Manager

9-15-98

Date

SERVICE EMPLOYEES INTERNATIONALS
UNION LOCAL 586

James Shultz

L. Jero Farwood Jr. 9-10-98

Gregg Moore 9-10-98

9-2-98

Date

