

4883 2

3/31/2002
Original

**Fruitport Firefighters
Association**

I.A.F.F. Local #2352

Agreement with

Fruitport Charter Township

April 1, 1999 - March 31, 2002

Fruitport Charter Township

	Agreement	1
I	Recognition	1
II	No Discrimination	1
III	Union Security	2
IV	Check-Off	2
V	Management Rights	3
VI	Grievance Procedure	4 & 5
VII	No Strikes - No Lock-outs	5
VIII	Hours of Work	6
IX	Overtime	6
X	Holidays	7
XI	Vacation	8
XII	Insurance	9
XIII	Longevity	10
XIV	Pension	10
XV	Classifications & Rates of Pay	11
XVI	Seniority	12
XVII	Sick Leave	13
XVIII	Bereavement Leave	13
XIX	Disciplinary Action	14 & 15
XX	Uniform Allowance	16
XXI	Full Agreement	16
XXII	Waiver	17
XXIII	Validity	17
XXIV	Definitions	18
XXV	Leave of Absence	18
XXVI	Workman's Compensation	18
XXVII	Maintenance of Conditions same as Past Practice	19
XXVIII	Required Training	19
XXVIII	Elective Training	19
XXIX	Term of Agreement	20

Agreement

This Agreement entered into this first day of April 1999, by and between the Township of Fruitport, hereinafter referred to as the "Employer", and Local 2352 of the International Association of Fire fighters, also known as the Fruitport Fire fighters Association AFL-CIO, hereinafter referred to as the "Union". It is the intent and purpose of this Agreement to promote a sound and mutually beneficial working relationship between the parties hereto, to provide an orderly and peaceful means of resolving any disputes, differences of misunderstandings which may arise, and to set forth the basic and full agreement between the parties concerning wages, hours and other conditions of employment.

ARTICLE I

Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining for all employees covered by the bargaining agreement. The bargaining unit shall consist of all full-time employees regularly employed by the Township Fire Department and shall exclude all others including the Chief thereof, as well as all office and clerical personnel.

ARTICLE II

No Discrimination

In accordance with all laws, restrictions and Executive orders, it is the policy of the Township and the Union that the provisions of this agreement shall be applied to all employees covered by this agreement without regard to race, color, creed, national origin, sex or age.

ARTICLE III

Union Security

An employee, who is hired into the Fire Department on a full-time basis, after successfully completing a six (6) month probationary period of full-time employment, shall be required to join the International Association of Fire fighters, Local 2352, and shall pay to the Union an amount equal to the Union's regular and usual initiation fee and usual dues with such payment to commence with the first check-off date following the completion of the probationary period.

ARTICLE IV

Check-Off

For those employees for whom properly executed payroll deduction authorization cards are delivered to the Employer's payroll department, the Employer will deduct from their pay each month the monthly dues as per such authorization and shall promptly remit any and all amounts so deducted, together with a list of names of employees from whose pay such deductions were made, to the Secretary-Treasurer of the Local Union. The Union agrees to indemnify and save the Employer harmless from and against any and all claims, suits, and other forms of liability that may arise out of or by reason of action taken in reliance upon such individual authorization cards or by reason of the Employer's compliance with the provisions of this subsection.

ARTICLE V

Management Rights

All the functions, rights, powers, and authority which are not specifically abridged, delegated or modified by this Agreement, are recognized by the Association as being retained by the Employer. These rights include but are not limited to the following:

- 1.) To maintain efficiency and to make, alter and enforce reasonable rules and regulations to be observed by employees, provided such rules and regulations are not contrary to the terms and conditions set forth in this Agreement;
- 2.) To direct, hire, promote, demote, transfer and for just and reasonable cause suspend, or discipline the employees;
- 3.) To evaluate jobs, classify positions, establish qualification requirements of employees and specify the employees' duties; and
- 4.) To manage and operate the service in all respects and without restricting the generality of the foregoing, to determine the number and location of establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of instruments and equipment to be used; to select, control and direct the use of all materials required in the operation of the services to be provided and performed; to schedule work; to make, alter and enforce regulations governing the use of materials, equipment and services as may be deemed necessary by the Employer, provided that such regulations are not contrary to the terms and conditions set forth in this Agreement.

ARTICLE VI

Grievance Procedure

Section 1

It is the intent to the parties of this Agreement that the procedures hereby established shall serve as the means for the prompt disposition and amicable settlement of such disputes, controversies, and grievances as may arise between them.

All such disputes, controversies and grievances which arise between the Township and the Union or between the Township and the employee, or group of employees, covered by this Agreement concerning the effect, interpretation, application, claim or breach of violation of any provisions of the Agreement shall be subject to the following procedure:

- Step 1: An employee, or the Union claiming to have a grievance may submit such grievance in writing to the Chief of the Department no later than ten (10) calendar days after the matter concerned first arose. The Chief shall reply within ten (10) calendar days thereafter.
- Step 2: If the matter is not satisfactorily resolved in Step 1, the Union may appeal in writing to the Township Supervisor. This appeal must be processed within ten (10) calendar days following completion of Step 1. The answer of the Township Supervisor shall be given within ten (10) calendar days.
- Step 3. If the matter is not satisfactorily resolved in the proceeding steps, the Union may appeal in writing to the Township Fire Committee within ten (10) calendar days following completion of Step 2. The answer of the Committee shall be provided within five (5) calendar days immediately following the date of the next scheduled Committee meeting. The grievance meeting before the Committee may be held in private session.
- Step 4. If the matter is not satisfactorily resolved in the preceding step, the matter may be referred to Umpire proceedings. Such request must be made in writing within ten (10) calendar days following completion of Step 3. All costs directly associated herewith shall be borne equally between the parties.
 - (a) The authority of the Umpire shall be limited to the interpretation and application of the expressed terms of this agreement and he shall not have the power to revise or alter any of its terms.
 - (b) The decision of the Umpire shall be binding upon both parties. The decision shall be placed in writing and delivered expediently to both parties.

Section 2

Matters out of this agreement pertaining to discharge shall progress immediately to Step 3 of this procedure. If a grievance is not processed to the next step within the time limits specified, the matter shall be considered settled by the answer given previously.

ARTICLE VII

No Strikes/No Lock-outs

During the life of this agreement, the Union shall not cause, permit or authorize its members to cause, nor shall any member of the Union take part in any sit-down, stay-in, slow-down, curtailment of work, restrictions of production, or interference of the operations and services of the Employer. The Union shall not cause or permit its members to cause nor shall any member of the Union take part in any strike or stoppage of any of the Employer's operations or picket the Employer's buildings or premises during the life of this agreement.

1. The Union agrees it will take reasonable affirmative action to prevent or stop unauthorized strikes, work stoppages of any kind by notifying the employees that it disavows these acts. The Union further agrees that the Employer shall have the right to discipline (including discharge) any or all employees who violate this Article. In addition, the Employer shall have the right to seek injunctive relief and damages against the Union.
2. The officers of the Union shall take reasonable affirmative action to try to prevent any wildcat strike, work stoppage, slow-down of work, picketing, or work interference of any kind.
3. The Employer, for its part, agrees that there shall be no lock-out during the term of this agreement. This lock-out provision shall not apply in the event of any strike taking place during the life of this agreement.

ARTICLE VIII

Hours of Work

Section 1: The work schedule of employees shall be in accordance with Act 125, Public Acts of 1925, as amended by Act 115, Public Acts of 1965, as amended.

Section 2: The work period for the employees shall be an average of two hundred sixteen (216) hours per twenty-eight (28) days as scheduled.

Section 3: Subject to manpower requirements and prior approval of the Chief, employees shall be permitted to voluntarily trade work days.

Section 4: Safe Staffing Level: shall consist of five (5) full-time firefighters working a 52.8 hour work week each, plus one (1) Chief Officer.

Section 5: All full-time 24 hour shifts shall start at 1800 hrs. (6:00 PM)

ARTICLE IX

Overtime

Employees shall receive time and one-half for all time worked over their regularly scheduled work week. In response to all off duty calls, time and one-half shall apply for a minimum of two (2) hours.

In the event of a full-time employee not working a regularly scheduled shift, the shift shall be offered to a full-time employee in the order of seniority.

In the event of an Employee's absence extending beyond 30 consecutive calendar days, the Employer shall have the option of filling that Employee's shifts with part-time fire department Employees.

Page 7

ARTICLE X

Holidays

Effective April 1, 1999 the following celebrated holidays will be observed:

January 1 (New Years Day)

Good Friday

Easter

Memorial Day

July 4th

Labor Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Eve Day

Christmas Day

New Years Eve Day

Two (2) Personal Days

Employees Birthday (24 hours)

Veterans Day

Fireman who work six (6) hours on an above Holiday shall be paid double time. Those not working or those working less than 8 hours will also receive an additional 8 hours Holiday pay. Firemen who work 18 hours on an above Holiday shall be paid 36 hours. If the above Holiday falls on a Sunday, the Holiday will be observed on the following Monday unless that Monday is also a Holiday, then the proceeding Saturday will be observed on the following Monday unless that Monday is also a Holiday, then the preceding Saturday will be observed.

ARTICLE XI

Vacation

All full-time firemen on the active payroll register as of March 31 shall receive vacation pay. The vacation year shall be defined as April 1 through March 31.

Vacation shall be granted in the amount of two (2) regular work weeks after the first year of employment; three (3) regular work weeks after eight (8) years of employment; four (4) regular work weeks after fifteen (15) years of employment; and five (5) regular work weeks after twenty (20) years of employment. You may hold up to two (2) weeks vacation from year to year.

Vacation pay shall be the equivalent of a regular week's wage and shall be paid at the time that vacation is taken. Vacations shall be scheduled to employee preference, subject to manpower requirements in accordance with each formal request submitted to the Fire Chief; with no more than one fireman on vacation at the same time, unless, approved by the Fruitport Fire Chief. Length of service shall be considered for duplicate requests. An employee may elect not to take a vacation. Any employee who is eligible for vacation with pay, who quits or is laid off on or after the anniversary date upon which he qualifies for such vacation, without already having received same, shall receive, along with his final check, a proportionate amount of his vacation pay for each full month of service rendered during the defined vacation year. If a regular pay falls during an employee's vacation, he may request that check in advance, before going on vacation.

All vacations shall be taken at a minimum of six (6) hours at a time.

** Employee's currently at the six (6) regular work weeks after 25 years of service shall be exempt from the five (5) week maximum limit. (Paul Thoma & Fred Mergener)

ARTICLE XII

Insurance

The present level of benefits provided under the existing insurance programs shall be continued during the life of this agreement under the same conditions as prevailed prior to the date of execution of this agreement, except for the following change:

Upon employee retirement, the Employer shall continue to provide the employee and employee's current spouse the same medical insurance program at no cost to the employee until the employee and current spouse are covered by Medicare Insurance. The Employer shall provide up to \$6000.00 annually for prescription coverage for the employee and employee's current spouse for their life. If an Employee is out of town and pays for the prescription amount, the Township will reimburse the Employee the full amount less the co-pay within thirty (30) days after receiving the bill.

The Employer shall pay 100% of the cost of this insurance. Mandatory annual physical.

The Employee will pay up to a \$5.00 co-pay in regards to prescriptions. An employee may elect to be not covered by the medical insurance program provided by the Employer. Any such election shall be made in writing by the employee and delivered to the Employer within a reasonable time so as to allow the Employer sufficient time to have that employee removed from the coverage provided by the Township's medical insurer. Any such election shall be subject to the rules and regulations provided or implemented by the Employer's insurer. If an employee makes the election as contemplated herein, and in the event that election is able to be implemented and become effective pursuant to the rules and regulations prescribed by the Employer's insurer, the Employer shall, in lieu of said insurance coverage for the Employer, pay, on employee's behalf, the sum of One-Hundred Fifty Dollars (\$150.00) per month to a tax-sheltered annuity plan for the employees retirement. Such plan shall be implemented and administered pursuant to the discretion and instruction of the Employer. This provision shall be implemented and enforceable only to the extent permitted by all applicable Federal and State of Michigan laws, rules and regulations.

Dental Insurance coverage will be supplied by the Employer for the Employee and family.

ARTICLE XIII

Longevity

Longevity pay shall be as follows:

- 2% for Five (5) years of service
- 4% for Ten (10) years of service
- 6% for Fifteen (15) years of service
- 8% for Twenty (20) years of service

Longevity pay will be computed on the employee's earned straight time wage as of their service anniversary date and paid during the month of December.

ARTICLE XIV

Pension

The present level of benefits provided under the existing pension program shall be continued during the life of this agreement under the same conditions as prevailed prior to the date of execution of this agreement:

- A. An employee may retire on their 55th birthday with a minimum of twenty (20) years of service.
- B. The Employer will contribute 10% of the Employee's total yearly hourly income into the Employee's pension plan.

ARTICLE XV

Classifications & Rates of Pay

New employees shall serve a probationary period of six (6) months before they shall be placed on a full-time basis. The Employer shall decide by the end of the probationary period concerning the employment status of each new hire. If retained on a full-time basis, the employee shall be subject to provisions of Article III. Probationary employee shall not be covered by any provisions of this agreement including any rights therein.

The following wage rates shall apply:

FIREFIGHTER: (1999) \$25,585.00 (2000) \$26,325.55 (2001) \$27,143.13
QUALIFICATIONS: Michigan Firefighter II, Medical First Responder.

LIEUTENANT: (1999) \$29,500.00 (2000) \$30,385.00 (2001) \$31,296.55
QUALIFICATIONS: Michigan Firefighter II, Medical First Responder, Michigan Fire Officer I, Minimum two (2) years experience as a Full-time firefighter.

CAPTAIN: (1999) \$35,535.00 (2000) \$36,601.35 (2001) \$37,699.08
QUALIFICATIONS: Michigan Firefighter II, Medical First Responder, Michigan Fire Officer II, Minimum two (2) years experience as a Lieutenant.

BATTALION CHIEF: (1999) \$37,080.00 (2000) \$38,192.40 (2001) \$39,338.17
QUALIFICATIONS: Michigan Firefighter II, Medical First Responder, Michigan Fire Officer III, Minimum two (2) years experience as a Captain.

Employer will seek recommendations from the Fire Chief concerning promotions.

Qualification standards apply to all Employee's hired on or after April 1, 1999.

ARTICLE XVI

Seniority

Section 1: Seniority shall be defined as last continuous period of employment in the Fire Department.

Section 2: Seniority shall terminate only for:

- A. Discharge for cause.
- B. Voluntary resignation from department.
- C. Failure to report within three (3) days following recall notice.

Section 3: Seniority shall prevail in regards to shift or station preference and all overtime: not to exceed 48 consecutive hours.

- A. In the event of any overtime involving twelve (12) hours or more, the Fire Chief shall ask full-time firemen if they want to work, before asking one of the part-time employees.

Section 4: Lay-Off and Recall:

- A. In the event of a lay-off, it shall be handled in reverse order of seniority.
- B. Recall shall be handled in order of seniority.
- C. Lay-off exceeding two (2) years shall require a physical exam prior to recall.

ARTICLE XVII

Sick Leave

Annual sick leave allowance shall be granted to all employees covered by this agreement in accordance with the following schedule:

204 hours per year per Employee with a cap of 2000 hours accumulated sick time. All sick time accumulated above the cap will be reimbursed to the Employee at a rate of one-half (1/2) of the value of the sick time at the end of each fiscal year. The reimbursement may be in the form of monetary reimbursement or applied to the Employee's retirement fund.

Upon retirement or after twenty (20) years of active service, the employee's accumulated sick leave will be compensated at a rate of one-half (1/2) of the value of the accumulated sick leave. Employee must give notice to the Fire Chief before sick day is taken. If absence is to be more than five (5) consecutive days, one day equaling twenty-four (24) hours, a doctor's written notification must be submitted when returning to work.

ARTICLE XVIII

Bereavement Leave

In the event of the death of an employee's immediate family, the employee shall be granted a bereavement leave of three (3) consecutive work days, not to exceed seven (7) calendar days, with pay, excluding the week-end immediately following the death providing the employee attends the funeral.

The immediate family is defined as: *mother, father, husband, wife, child, brother, sister, step-child and parents of current spouse*. A maximum of one day will be granted with pay for grandparents, brother-in-law, sister-in-law, grandchildren, aunts, uncle, nieces and nephews. Additional time may be granted by the Township Supervisor for travel.

ARTICLE XIX

Disciplinary Action

Section 1: The right to discipline an Employee shall remain at the discretion of the Fire Chief. When it becomes necessary to administer disciplinary action, such action shall be administered as soon as possible after the offense occurs.

Section 2: The following, by way of example only and not as an exclusive list, are declared to be causes for disciplinary action or discharge from employment. Disciplinary action shall be imposed with respect to each of the groups of offenses listed:

Group 1 Offenses:

- a) Habitual tardiness at commencement of work shift.
- b) Absence from work without sufficient reason or proper notification.
- c) Disregard of safety rules or common safety practices.
- d) Faulty work and/or covering up faulty work.

The disciplinary procedure for offenses in this group shall be: First offense, verbal warning; Second offense, written warning; Third offense, three (3) day suspension without pay; Fourth offense, discharge. The violations shall be cumulated for a period of one (1) year.

Group 2 Offenses:

- a) Unprofessional conduct.
- b) Dangerous pranks, or pranks causing injury.
- c) Fighting on the premises.
- d) Making or publishing of false and vicious or malicious statements concerning any employee, department head, or the Township.
- e) Willful malicious destruction of Township property.

- f) Unjustified abuse of the public, verbal or physical.
- g) Willful disobedience of the proper directive of a supervisor, or other acts of insubordination.

The disciplinary procedure in this group shall be: First offense, written warning; Second offense, three day suspension without pay; Third offense, discharge. The violations shall be cumulated for a period of eighteen (18) months.

Group 3 Offenses:

- a) Willful misuse of any Township property.
- b) The removal from the premises, without prior authorization, of any department records, confidential information, or other Township property.
- c) Theft of any property of a fellow employee, or of the Township.
- d) Knowingly falsifying any records, or intentionally giving false information to anyone whose duty it is to make such records.
- e) Consumption, possession, or under the influence of alcohol during working hours.
- f) Consumption, possession, or under the influence of controlled substances during working hours without a Doctor's prescription.

The disciplinary procedure for offenses in this group shall be immediate discharge.

ARTICLE XX

Uniform Allowance

- Section 1: The Employer shall provide all of the necessary fire fighting protective gear to each employee.
- Section 2: The Employer shall provide a uniform allowance of :
Three Hundred Dollars (\$300.00) per employee, per year, for cleaning and maintenance.
- Section 3: All equipment shall remain the property of Fruitport Township.
- Section 4: The uniform allowance shall be paid on the first payday of April.
- Section 5: The Employer will provide each employee with all required items of Uniform.
- Section 6: The employee will bring in any worn or unserviceable equipment or clothing to the Employer for replacement.

ARTICLE XXI

Full Agreement

This agreement supersedes all previous agreements, verbal or written, and constitutes the entire agreement between the parties pertaining to the wages, hours, and working conditions and benefits for the duration of this agreement.

Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties to this agreement.

ARTICLE XXII

Waiver

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of this right and opportunity are set forth in this agreement. Therefore, the Employer and the Union, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this agreement.

ARTICLE XXIII

Validity

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 Employer; 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 the law by a court of competent jurisdiction from whose final judgement or decree no appeal has been taken within the time provided therefore, such provision shall be void and inoperative. However, all other provisions of this agreement shall: insofar as possible, continue in full force and effect.

Section 2: A copy of this agreement shall be distributed to all employees covered by this agreement at equal expense to the parties.

ARTICLE XXIV

Definitions

"Union" shall include the officers of representatives of Local 2352. Whenever the signature number is used, it shall include the plural.

ARTICLE XXV

Leave of Absence

A leave of absence for a reasonable period of time may be granted by the Fruitport Township Board. Seniority will be non-accumulative at the start of the leave of absence.

ARTICLE XXVI

Workman's Compensation

As agreed to during recent contract negotiations it is agreed that any employee on workman's compensation will receive the difference between their regular wage and their compensation allowance for a maximum of thirty (30) calendar days whereas thereafter the compensation allowance only shall be paid.

However, under extreme circumstances, an extension of the above by thirty (30) days will be considered, thereby providing a maximum of sixty (60) days of supplemental pay. Such an extension shall be automatic and must be approved by the Employer. The compensation allowance shall not be charged to sick leave or vacation.

ARTICLE XXVII

Maintenance of Conditions

As agreed to during recent contract negotiations, it is understood that the "Agreement" supersedes all previous written agreements between the parties. Disagreements hereafter shall be subjected to the grievance procedure.

ARTICLE XXVII

Required Training Conditions

All full-time Fire Department employees must maintain all State & Township mandatory certifications and re-certifications (*BLS-CPR, AED, and Medical First Responder continuing education credits, and a maximum of four (4) hours per month of required Departmental Training*).

Employees will receive \$500.00 per year upon completion of requirements above and will be paid at the end of the fiscal year.

ARTICLE XXVIII

Elective Training

Each full-time employee shall receive up to 52.8 hours per year, per employee to be used for "Elective Training" with approval of the Fire Chief. These hours shall not be accumulative from year to year. Proof of attendance shall be required.

ARTICLE XXIX

Term of Agreement

This agreement shall become effective this first (1st) day of April, 1999, and remain in full force and effect until the inclusive of March 31, 2002, and shall continue in full force and effect from year to year thereafter unless either party to this agreement desires to change or modify any of the terms or provisions of this agreement. The party desiring the change must notify the other party to this agreement in writing not less than sixty (60) days prior to the expiration date of this agreement.

Dated at Fruitport Township on March 23, 1999

For The Township:

Carol Hulka
Township Supervisor

For Local 2352, International Association of Fire Fighters, AFL/CIO

Fred Murgem - President
Ronald D. Stephens - Sec/Treas.
Gerald Thomas