

4884

Part time  
firefighters

**ARTICLE I: RECOGNITION**

The Employer recognizes the Association as the exclusive bargaining representative and agent with respect to rates or pay, wages or salaries, hours of work, and other terms and conditions of employment for all employees covered by and defined in the applicable MERC certifications. The Employer shall not enter into any agreement with the covered employees individually or collectively or with any other organization that in any way conflicts with the provisions of this agreement.

**ARTICLE II: DISCRIMINATION**

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

**ARTICLE III: CHECK-OFF**

For those employees for who properly executed a payroll deduction authorization card is to be delivered to the Employer's payroll department. The Employer will deduct from their pay each month the stipulated monthly dues and other such authorized amounts as per the authorization card and shall promptly remit any and all amounts so deducted, together with a list of deductions made per individual, to the Associations Treasurer or Secretary-Treasurer. The Association agrees to indemnify and save the Employer harm 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 section.

**ARTICLE IV: MANAGEMENT RIGHTS**

4.1 The Employer retains all rights, powers, authority, functions and prerogatives that it had prior to the signing of this Agreement, including those with respect to wages, hours and working conditions, except as

Twitport Township

those rights, powers, authority or functions that are expressly and specifically abridged, modified or limited by this Agreement.

4.2 Nothing in the Agreement shall be construed to limit or restrict in any way the Employer's sole right to manage its operation and services efficiently and economically, including the right to:

- A. Decide the services to be performed, and the quality of those services, the methods of performing those services, the materials, tools and equipment to be used, and the discontinuance of any service or method of service, provided that such services, methods, materials, tools, and equipment, or discontinuance are in compliance with any and all local, county, state or federal ordinances, codes, rules, regulations and laws.
- B. Introduce new equipment, machinery, processes, services or eliminate existing equipment, machinery, processes, or services and institute technological changes, decide on the use of materials, supplies, equipment, tools or machinery to be bought, made or used and the price to be paid for same.
- C. Design, contract and purchase new facilities and repair or improve existing facilities.
- D. Determine the number, type and location of its buildings and facilities; discontinue permanently, in whole or in part, any and all of the Employer's operations.
- E. Determine the size of the work force and increase or decrease it's size; to hire, assign, promote and to establish hours worked.
- F. Determine the number of hours to be worked, establish standards of performances as to quality; test, investigate and improve individual and unit effectiveness and initiate and carry out cost and general improvement programs.
- G. Adopt, revise and enforce work rules. Discipline and discharge for just cause.

- 4.3 These specific rights, as herein identified, are not nor shall they be restrictive of, or a waiver of the rights of management not listed and specifically modified herein whether or not such rights have ever been exercised. Further, the management rights as specified herein shall be subject to application of the terms and provisions of this Agreement.
- 4.4 The right of the Employer to prescribe and enforce reasonable work and discipline rules during the term of this contract is reversed, however, said right being subject to the Associations right to apply grievance and arbitration provisions and processes regarding any such promulgated rules deemed to be reasonable by the Association.

#### **ARTICLE V: GRIEVANCES**

5.1 It is the intent of the parties to this agreement that procedures hereby established should 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 Employer and the Association or between the Employer and the employees, or group of employees, covered by this Agreement concerning the effect, interpretation, application, claim or breach of violation of any provision of this Agreement shall be subject to the following procedure:

Step 1. An employee, or the Association 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 Association may appeal in writing to the Township Supervisor or in his absence the Chairman of the Fire Committee. 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 preceding steps, the matter may be referred to a state mediator. Such notice must be in writing within ten (10) calendar days following completion of Step 2. The mediator shall be provided by the MERC.

Step 4. If the matter is not satisfactorily resolved in the preceding steps, the matter may be referred to arbitration. Such notice must be in writing within ten (10) calendar days following completion of Step 3. The arbitrator will be chosen by the combined parties involved from a list of seven names, each party elimination three (3) names, alternating one at a time with the Association having the right to first elimination. The name remaining shall be the Arbitrator. MERC shall supply list.

5.2 Arbitration:

- A. Cost of arbitration shall be borne equally by both parties.
- B. The authority of the arbitrator shall be limited to the interpretation and application of the express terms of this Agreement and shall not have the power to revise or alter any of the terms.
- C. The decision shall be placed in writing and be delivered to both parties, and shall be final and binding.

5.3 Miscellaneous:

- A. Time limits may be extended by mutual agreement, but this must be in writing and within the time frame of the specific Step involved. If the Association within the time limits does not process the grievance the grievance shall be considered as withdrawn. If the grievance is not processed by the Township within the time limits, the grievance shall be considered as valid and any relief requested shall be forthcoming within fifteen (15) calendar days.
- B. Matters arising out of this Agreement pertaining to discharge shall progress to (start at) Step 3 of the grievance procedure.
- C. The Township Supervisor may delegate, to such Township employees or personnel as he shall in his discretion designate, his responsibilities as set forth and outlined in the grievance procedures

in instances and situations where he is unable to perform the prescribed duties or respond to grievances within the specific time limits prescribed in the grievance procedure.

#### **ARTICLE VI: STRIKES/LOCKOUTS**

- 6.1 During the life of this Agreement, the Association shall not cause, permit or authorize its members to cause, nor shall any member of the Association take part in any sit-down, stay-in, slow-down, curtailment of work, restriction of production, or interference of the operations and services of the Employer. The Association shall not cause or permit its members to cause nor shall any member of the Association take part in any strike or work stoppage of any of the Employer's building or premises during the life of the Agreement.
- 6.2 The Association agrees it will take reasonable affirmative action to prevent or stop unauthorized strikes or work stoppages of any kind by notifying the employees that it disavows these acts. The Association 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 Association.
- 6.3 The officers of the Association 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.
- 6.4 The employer, for its part, agrees that there shall be not lockout during the terms of this Agreement. This lockout prevention shall not apply in the event of any strike taking place during the life of this Agreement.

## **ARTICLE VII: HOURS OF WORK**

Normal hours of work for those employees covered by this Agreement shall be comprised of but not limited to:

- A. Responding to all emergency calls as directed by any of the fire officers.
- B. Attending training sessions and/or practices including any governmental mandated training, re-training, and/or certifications.
- C. Part time personnel covered by this Agreement shall be excused from any incident scene or training session upon verbal request to the incident commander or the highest ranking full time officer present for the purpose of going to their normal or regular place of employment unless their leaving the incident scene shall place another individual in immediate danger. In such case they shall be released as soon as practical thereafter.
- D. Filling in for the full time fireman as requested by the Fire Chief or a Fire Official. Extra duty hours shall be allowed among those part time/full time employees who have signed for extra hours posted quarterly.
- E. Part Time Firefighters shall have the right to trade or "give-away" their scheduled week-end stays and/or portions thereof to other qualified members subject to the prior approval of the Fire Chief or in his absence a fire officer designated by the Fire Chief. Actual time of the "shift" change for these stays shall be at a reasonable time and by mutual consent between the off-going and on-coming firefighters involved.

## **ARTICLE VIII: PROBATION & WORK ASSIGNMENT**

Work Assignment – The employer shall not utilize any personnel other than full time firefighters, part time firefighters covered by this agreement or probationary firefighters to perform any of the tasks or work normally

11.2 Such disciplinary action shall be administered in a progressive manner for the specific offense and any repetitions thereafter:

- A. 1<sup>st</sup> offense: verbal reprimand
- B. 2<sup>nd</sup> offense: written reprimand
- C. 3<sup>rd</sup> offense: suspension up to one (1) month
- D. 4<sup>th</sup> offense: termination

Exception: Alcohol or Substance abuse, theft or criminal activity is cause for immediate discharge.

11.3 If requested by the disciplined employee, as Association representative shall discuss a written reprimand with the Fire Chief. Notes of these discussions shall be made by the Township official involved, initialed by the Association representative and attached to the written reprimand and stay with it in the employee's file. The Association reserves the right to take any disciplinary action to the grievance procedure.

#### **ARTICLE XII: LEAVES OF ABSENCE**

The Fire Chief upon shall grant a leave of absence for a reasonable length of time written request of the part time firefighter involved.

#### **ARTICLE XIII: PERSONNEL FILES**

Each employee's personnel file shall be kept under the direct control of the employer. The employer shall not allow anyone other than the Department Head (Fire Chief), the Township Supervisor, Township legal counsel, the employee or the employee's legal counsel to read, receive, or have a copy of, or in anyway review in whole or in part the employee's personnel file, or any document which may become a part of the file not including, however, the job application only or any matter which is customarily kept for normal and routine accounting records. All personnel files shall be kept in the office of the Fire Chief in such a manner as to secure their privacy. An employee's file shall be available to the employee for viewing any time and copies of any document

therein shall be made personally by the employee or the custodian of the file at no charge to the employee.

#### **ARTICLE XIV: UNIFORM AND CLOTHING ALLOWANCE**

14.1 The employer shall provide all necessary fire-fighting protection gear to each employee.

14.2 The employer shall provide all necessary and/or legally mandated protective clothing and apparatus necessary in responding to medical emergencies and/or incidents to each employee. Clothing worn while responding to incidents will be prescribed by the Fire Chief. The employer will provide one short sleeved shirt, one long sleeved shirt, one pair of trousers, and one duty jacket to be worn during Station duty. Clothing to be replaced as needed.

#### **ARTICLE XV: VACANCIES & JOB OPENINGS**

Should it become necessary to fill a vacancy within the ranks of full time firefighters, or to add additional manpower to said unit, consideration shall be first given to those Fruitport Charter Township part time fire personnel.

#### **ARTICLE XVI: SAFEGUARDING HEALTH & WELFARE**

The employer shall institute and maintain all reasonable and necessary precautions for the safeguarding of the employee's health and welfare.

#### **ARTICLE XVII: WORKMAN'S COMPENSATION**

Part time firefighters covered by this Agreement who are injured while in the service of the Township and who draw workman's compensation as a result of said injury shall be reimbursed by the Township for any difference between such payments and the normal/regular employment wages for a period of sixty (60) calendar days and there beyond if required by law.



### **ARTICLE XVIII: DEFINITIONS**

ASSOCIATION: Fruitport Charter Township Part Time Firefighters and member thereof, individually and/or collectively.

EMPLOYEE OR EMPLOYEES: Part Time Firefighters covered by this Agreement.

TOWNSHIP: Fruitport Charter Township and/or officials thereof.

EMPLOYER: Fruitport Charter Township and/or officials thereof.

MERC: State of Michigan Employment Relations Commission.

AGREEMENT: This contract as agreed to and approved by both parties thereto and any appropriately approved amendments or supplements thereto.

### **ARTICLE XIX: FULL AGREEMENT**

The agreement supersedes all previous agreements; verbal or written between the parties pertaining to any and all subjects covered herein 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 XX: 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.

### **ARTICLE XXI: VALIDITY**

21.1 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 Association 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

performed by the firefighters or part time firefighters unless a public emergency exists.

#### **ARTICLE IX: INSURANCE**

The present level of insurance and benefits provided prior to the effective date of this agreement shall be continued during the life of this agreement under the same conditions except as improved Township wide.

#### **ARTICLE X: SENIORITY**

10.1 Seniority shall be defined as the last continuous period of service as a part time firefighter covered by this agreement and it shall be calculated from the original date of hire or start for existing Association members. For new employees covered by this agreement, seniority shall begin with the completion of their probationary period or the date upon which probation was waived.

10.2 Seniority shall terminate only for:

- A. Discharge for cause.
- B. Voluntary resignation from the department.
- C. Failure to return within two (2) weeks after recall from a lay-off.

#### **ARTICLE XI: DISCIPLINARY ACTION**

11.1 The right to discipline a part time firefighter shall remain at the discretion of the Township Supervisor and shall be implemented by the Fire Chief. When it becomes necessary to administer disciplinary action against one of the part time firefighters covered by this Agreement, such action shall be administered as soon as possible after the offense. Failure to respond to at least 20% of the incidents will result in part time firefighters being placed on temporary status and their employment reviewed by the Fire Committee.

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.

21.2 It is further agreed that in the event any provision becomes invalid, void, or unenforceable for some unforeseen reason, both parties shall meet within thirty (30) calendar days to re-negotiate the provisions so invalidated upon the written request of either party appropriately delivered to the other party.

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

#### **ARTICLE XXII: WAGES**

Wages will be \$7.75 per hour for incident responses and \$7.75 per hour for station duty. If a holiday falls on a Saturday, Sunday or Monday the pay rate will be at 1 ½ times the regular pay of \$7.75 per hour until August 1, 2000, and \$8.00 per hour for the remaining period of this contract.

#### **ARTICLE XXIII: REIMBURSEMENT/COMPENSATION**

The Township will provide \$60.00 per calendar year to each employee for training allowance. The money is to be used for tuition or books from classes that would benefit the employee's abilities on the Fruitport Charter Township Fire Department. The classes are limited to the subjects of fire fighting and/or medical services and subject to the approval from the Fire Chief. Any unused allowance can not be carried to the following year. The money will be paid to the employee on the first pay period in January for reimbursement of expenses up to \$60.00 for the previous calendar year.

**ARTICLE XXIV: TERM OF AGREEMENT**

This Agreement shall become effective this twenty-third day of August 1999 and remain in full force and effect until and inclusive of August 23, 2001, 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 to change must notify the other party to this agreement in writing.

Dated at Fruitport Charter Township on \_\_\_\_\_, 1999.

For the Township:

\_\_\_\_\_  
Township Supervisor

\_\_\_\_\_  
Township Clerk

For the Association:

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice-President

\_\_\_\_\_  
Secretary-Treasurer