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3/31/99

# **Fruitport Fire fighters**

## **Association**

**I.A.F.F. Local #2352**

**Agreement with**

# **Fruitport Charter Township**

**April 1, 1996 - March 31, 1999**

*Fruitport Township*

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**Agreement**

This Agreement entered into this first day of April 1994, 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.

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.



ARTICLE X

Holidays

Effective April 1, 1991 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

Four (4) 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 preceding 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; five regular work weeks after twenty (20) years of employment; and six (6) regular work weeks after twenty-five (25) 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.

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 the same medical insurance program at no cost to the employee until the employee is covered by Medicare Insurance.*

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

*The Employer will pay 100% of the employees' 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.*

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. Pension to be mutually agreed upon by both the Union and the Township after further investigation. The pension insurance will be retroactive to April 1, 1982.

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:

**NEW HIRE:**        \$20,600.00 - \$23,690.00 per year

After four (4) years of full-time employment, the employee will attain the classification of Captain. The new hiree will receive equal wage increases over the period of the four (4) years.

**CAPTAIN:**        (1996) \$32,510.00 per year  
                          (1997) \$33,485.00 per year  
                          (1998) \$34,500.00 per year

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:

240 hours per year with no cap

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 a full-time fire fighter shall remain at the discretion of the Fire Chief. When it becomes necessary to administer disciplinary action against one of the full-time firefighters covered by this Agreement, such action shall be administered as soon as possible after the offense.

**Section 2:** Such disciplinary action shall be administered in a progressive manner for the specific offense and any repetitions thereafter:

- A: 1st offense: Verbal reprimand
- B: 2nd offense: Written reprimand
- C: 3rd offense: Suspension of three (3) days off without pay
- D: 4th offense: Termination

**EXCEPTION:** Alcohol and/or Substance Abuse, theft or criminal activity is cause for 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 who is required to wear and maintain prescribed items of uniform clothing and personal equipment the following items of clothing and equipment:

- |                         |                                |
|-------------------------|--------------------------------|
| 3 - summer shirts       | 1 - belt                       |
| 3 - winter shirts       | 1 - I.D. holder & badge        |
| 3 - pair pants          | 2 - badges for shirt & jacket  |
| 2 - pair shoes or boots | 1 - name tag                   |
| 1 - winter jacket       | patches for all shirts/jackets |
| 1 - summer jacket       | 1 - pair cover-alls            |
| 1 - tie                 |                                |

**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 Fire fighter 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 XXIV

Term of Agreement

This agreement shall become effective this first (1st) day of April, 1996, and remain in full force and effect until the inclusive of March 31, 1999, 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 April 22, 1996

For The Township:

Carol Hylka  
L.W. Bringedal  
Richard J. ...  
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\_\_\_\_\_

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

Richard D. ...  
Gerald P. ...  
\_\_\_\_\_