

7469.

6/30/91

LABOR CONTRACT

for

**07/01/88 thru 06/30/91
(Resolved by 312 arbitration)**

Between

THE CITY OF HOLLAND

and

**FIREFIGHTERS LOCAL #759
INTERNATIONAL ASS'N.
OF FIREFIGHTERS**

Holland, City of

ARTICLE		PAGE NO.
	Collective Bargaining Agreement	1
I	Recognition Clause	1
II	Union Security	2
III	Payroll Deduction of Dues	2
IV	Management Rights	4
V	Union Business	6
VI	Discrimination	6
VII	Seniority	7
VIII	Layoff and Recall	12
IX	Grievance Procedure	15
X	General Emergency Leave	18
XI	Military Leave	18
XII	Jury Duty and Court Appearance	19
XIII	Vacation Leave Procedure	20
XIV	Sick Leave Procedure	25
XV	Longevity Pay	33
XVI	Group Insurance and Pension	34
XVII	Holidays	41

INDEX (continued)

XVIII	Personal Leave	42
XIX	Overtime	43
XX	Call-In Pay	43
XXI	Shift Exchange	44
XXII	Working Out Of Classification	44
XXIII	Clothing Allowance	45
XXIV	Miscellaneous	45
XXV	Duration	47

APPENDIX "A" - Classification Plan

APPENDIX "B" - Schedule G - 07-01-88

APPENDIX "C" - Schedule H - 07-01-88

APPENDIX "D" - Schedule G - 07-01-89

APPENDIX "E" - Schedule H - 07-01-89

APPENDIX "F" - Schedule G - 07-01-90

APPENDIX "G" - Schedule H - 07-01-90

COLLECTIVE BARGAINING AGREEMENT

This Agreement is entered into by and between THE CITY OF HOLLAND, MICHIGAN, hereinafter referred to as EMPLOYER, AND LOCAL 759 International Association of Fire Fighters, hereinafter referred to as the UNION.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable and peaceful adjustment of differences which may arise, and to establish proper standards of wages, hours, and other conditions of employment.

ARTICLE I

RECOGNITION CLAUSE

The Employer recognizes the Union as the exclusive bargaining agent for all full-time employees of the Fire Department, except the Chief, Clerical Personnel, and Part-paid Firefighters. Such recognition is granted in accordance with the provisions of PA 336 of the Public Acts of 1947, as amended, and the rights and responsibilities of the parties shall be subject to the terms, conditions and responsibilities established under these Acts.

ARTICLE II
UNION SECURITY

Insofar as the laws of the State of Michigan permit, it is agreed that members covered by this Agreement at the time it becomes effective and who are members of the Union at that time and all employees who voluntarily become members thereafter, shall be required as a condition of continued employment to maintain their membership in the Union to the extent of paying periodic dues uniformly required as a condition of maintaining membership.

ARTICLE III

PAYROLL DEDUCTION OF DUES

The Employer agrees to deduct, once each month, dues in an amount certified to be current by the Secretary-Treasurer of the Local Union from the pay of those employees who individually request in writing on the attached form, that such deductions be made. A total amount of deductions shall be remitted each month by the Employer to the Treasurer of the Union. This authorization shall remain in full force and effect during the term of this Agreement.

ARTICLE IV

MANAGEMENT RIGHTS

Sec. 1. Management Rights. The Union recognizes the

prerogatives of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority. Therefore, to this end the Employer retains exclusively all the customary and normal functions of management of the affairs of the Fire Department and the City of Holland not otherwise restricted by the language of this Agreement necessary to preserve and continue its essential charter authority of policy maker and manager of the processes of government, including, but not limited to the exercise of control over the organization and operation of the Holland Fire Department, the establishment of programs and goals, the establishment of standards of performance and service, the determination of cost parameters, and the management of personnel, including but not limited to, the right to hire and determine qualifications for hiring, to assign duties and responsibilities, to transfer and reassign personnel, to determine reasonable work schedules as to working hours and working days, to schedule overtime work and vary shifts as required in a manner most advantageous to the Employer and consistent with the requirements of municipal employment and the public safety, to approve the taking of vacation leave, sick leave, or holiday leave, to promote, demote, or approve meritorious salary increases, to establish and enforce reasonable rules of conduct and safety, to reprimand, suspend, discharge, or take other disciplinary action for just cause, to use federal, state, and county programs of personnel funding and to adhere to their guidelines as required, to lay off employees for economic or other legitimate reasons, to contract or subcontract any work of the unit as determined possible by the Employer, to abolish jobs, and to make such other rules necessary to carry out the provisions of the City Charter and applicable ordinances and the mission of the Department.

Sec. 2. Further Rights. The Employer shall further retain

the rights to organize, reorganize, or create changes in the grouping of duties and responsibilities, job classifications, performance standards, and other personnel practices where the results are applied on a non-discriminatory basis throughout the bargaining unit.

Sec. 3. Departmental rules shall be reasonable and shall relate to proper performance, appearance, and deportment in carrying out assignments and shall not be applied in a discriminatory manner. The Employer agrees to notify, except in cases of emergency, the members of the Union of any amendments to personnel policy and departmental rules in advance of their effective date through the use of bulletin boards, memorandum and other generally accepted methods of notification.

Sec. 4. Temporary Help. Nothing in this Agreement shall prevent federal, state, county and city personnel, fire personnel on detail from other jurisdictions, local command personnel, and local fire volunteers from performing fire work for the City of Holland.

ARTICLE V

UNION BUSINESS

Sec. 1. Up to three members of the Union may be absent from their regularly assigned work to attend outside union meetings at their own expense, if prior approval is obtained from the Fire Chief and arrangements have been made by members to cover their shifts by changing or swapping with other members of the Department.

Sec. 2. While on duty, employees of the bargaining unit may discuss union business as long as it does not interfere with the proper performance of their duties and the duties of other Firefighters, as determined by the Fire Chief or the Deputy.

ARTICLE VI

DISCRIMINATION

Sec. 1. No Discrimination. The statutes applicable to discrimination because of race, creed, color, national origin, age, sex,

handicap, marital status or other characteristics shall be adhered to by both parties. Also, the Employer will not discriminate against any employee because of membership in the Union. Whereas, membership in the Union shall not be denied to any member of the bargaining unit, conversely, employees covered by this Agreement do not have to be members of the Union.

Sec. 2. Humanitarian Clause. Should employees covered by this Agreement become physically or mentally handicapped to the extent that they cannot perform their regular job, the Employer will make a reasonable effort to place the employees in a position that they are physically and mentally able to perform.

ARTICLE VII

SENIORITY

Sec. 1. Seniority. Seniority shall be defined as the employee's length of continuous and uninterrupted service with the Fire Department since the last date of hire, including any creditable volunteer service, and excluding any absence without pay.

Sec. 2. Definitions. Seniority shall be accrued in the following areas and in the following manner:

a. Unit-wide seniority shall be the length of uninterrupted employment with the Employer, within the bargaining unit, commencing with the latest date of hiring, including any creditable volunteer service, as defined below, and less time that seniority was not accrued during the employee's absence on an unpaid leave of absence as provided in this Agreement, which includes time lost due to the employee being laid off.

b. Classification (i.e., Firefighter) seniority shall be determined to be the amount of accumulated service within a classification.

c. In the computation of seniority, credit will be given for volunteer service at the rate of three (3) full years of volunteer

service equaling one (1) year of regular service. However, such credit shall not be counted as seniority in classification within the meaning of ART. IX, Sec. 2 or as total continuous service within the meaning of ART IX Sec. 3.

Sec. 3. Probationary Employees. Each employee shall be considered to be on probation and shall have no seniority until such employee shall have been employed with the Fire Department on a full-time basis for a continuous period of six (6) months following the employee's last date of hire; provided, however, that upon written notice to the employee before the expiration of said six (6) months period, the period of probation may be extended for an additional period of time not to exceed six (6) months. During the probationary period, an employee may be laid off or terminated by the Employer without regard for the provisions of this Agreement and without recourse to the grievance procedure. The Employer shall have no obligation to rehire or recall an employee who is laid off or discharged during the employee's probationary period, nor to retain any employee for the full period of probation. If a new employee was hired at a rate equal to or greater than the second step in the employee's range, or if a present employee is placed in a new job at a pay step above the lowest step in the range, as a result of a promotion, job reclassification, or transfer, the increase at the end of the six (6) month probationary period is not automatic. However, upon completion of the probationary period under this situation, either a half-step or full-step increase may be recommended by the Fire Chief to the City Manager justified in writing and based upon job proficiency.

Sec. 4. Appointment of Volunteers to Full-time Service.

a. Any volunteer firefighter with less than six months part-paid service, who is appointed to the position of regular firefighter, will start at Step A of the regular

compensation schedule.

b. Any volunteer firefighter with more than six months, but less than three years part-paid service will start at Step B of the regular compensation schedule.

c. Any volunteer firefighter with more than three years, but less than six years part-paid service will start at Step D of the regular compensation schedule.

d. Any volunteer firefighter with more than six years, but less than nine years part-paid service will start at Step F of the regular compensation schedule.

e. Any volunteer firefighter with more than nine years of part-paid service will start at Step H of the regular compensation schedule.

Sec. 5. Loss of Seniority. Employees shall lose their seniority and the employment relationship shall cease, upon the happening of any of the following events:

a. The employee quits.

b. The employee is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.

c. The employee retires or is retired.

d. The employee is laid off for a continuous period in excess of twenty-four (24) months.

e. The employee is on sick leave of absence and the sick leave has expired pursuant to the provisions of the sick leave Article; in the event the accumulated benefits under the

sick leave plan are not sufficient to carry any employee until they become eligible for S and A benefits, the employee will be continued on unpaid leave of absence until they become eligible for S and A benefits. At the end of the period during which the employee is covered by S and A benefits, if the employee is still unable to return from leave, the City shall review the situation to determine if the employee should be continued or terminated.

f. The employee's employment status while on leave of absence (other than military service leave of absence) is changed (other than by layoff, quit or discharge) without the prior written approval of the City Manager, from that stated in the employee's application for such leave. In this regard, it is the intent of the parties that all leaves of absence shall be used in accordance with the reasons stated for such leave and the leave application, that leaves of absence shall not be used as trial periods for new employment. The employee shall state in the leave application whether or not they intend to perform any work while on leave and the nature and extent of such, if any.

g. The employee fails to report for work within three (3) working days following the expiration of an approved leave of absence, without first notifying the Employer of the justifiable, legitimate and unavoidable reason for such absence, unless such failure is otherwise excused; or

h. Absence from work for three (3) consecutive duty days without notifying the employee's supervisor of the

reason for such absence, except when the failure to notify and work is due to circumstances beyond the control of the employee.

ARTICLE VIII

LAYOFF & RECALL

Sec. 1. Definition. Layoff shall mean the separation of employees from the active work force.

Sec. 2. Order of Layoff.

a. No permanent or probationary employee shall be laid off from the employee's position in the Fire Department while any seasonal, temporary, part-time, or provisional employees are serving in the same position class in that department.

b. Except as provided below, the layoff of probationary or permanent employees in the Fire Department shall be in inverse order of seniority in the classification affected, provided, however, that seniority credit for volunteer service as defined in ART. VII, Sec. 2 (c) shall not be counted as seniority in classification for purposes of this Section.

Sec. 3. Demotion in Lieu of Layoff. Except as provided below, an employee subject to layoff who so requested within twenty-four (24) hours after receipt of notice of layoff, shall in lieu of layoff, be demoted to a lower classification in the Fire Department if the employee has a greater length of total continuous service, exclusive of volunteer service, in the Fire Department than another employee in that lower classification. Demotion shall be through those classifications in which the employee has skill and ability as determined by the Fire Chief, providing that an employee serving a probationary period shall not displace a permanent employee in a classification in which that employee has not

previously held status.

In the case of change in classification as a result of the exercise of the above rights, the employees moving to the new classification shall receive a rate of pay within the rate range of the new job commensurate with the employee's skill and ability.

Sec. 4. Notice of Layoff. Employees to be laid off indefinitely shall be given at least seven (7) calendar days prior notice.

Sec. 5. Preferred Eligible Lists.

a. Employees demoted in lieu of layoff shall have their names placed on preferred eligible lists in order of seniority for each class from which displaced within the Fire Department. Employees laid off shall have their names placed on preferred eligible lists in order of seniority for each class from which displaced.

b. Names shall remain on the lists for twenty-four (24) months, unless removed as provided below. Employees shall be recalled from layoff or shall be restored to positions from which demoted in the Fire Department before any other persons are selected for employment during the above twenty-four (24) month period.

Sec. 6. Recall from Layoff.

a. Employees to be recalled from layoff shall be given a minimum of seven (7) calendar days to respond after notice has been sent by certified mail to their last known address.

b. Employees who decline recall or who, in absence of extenuating circumstances, fail to respond as directed within the times allowed, shall be presumed to have resigned and their names shall be removed from seniority and

preferred eligible lists.

Sec. 7. Restoration to Positions From Which Demoted.

Employees to be restored to positions from which they had been demoted in lieu of layoff shall be given three (3) calendar days in which to accept. Names of those who decline shall be removed from the pertinent preferred eligible lists.

ARTICLE IX

GRIEVANCE PROCEDURE

Sec. 1. Introduction. There is established for the benefit of the employee and/or the employee's representative, a systematic and orderly method of hearing grievances arising out of the terms of this Agreement. The procedure has, as its objective, the promotion of good employee relations, by providing for an orderly process of appeal.

Sec. 2. Definition. For the purposes of this Agreement, the term "grievance" shall mean any dispute between the Employer and the employees or the Union, regarding the meaning, interpretation or alleged violation of the terms and provisions of this Agreement.

Sec. 3. Steps. The following procedural steps will be followed by those seeking recourse through the grievance procedure for alleged violation of the terms of this Agreement.

Step One: An employee experiencing a work problem regarding the Contract shall review the matter orally with the employee's immediate supervisor within two duty days of the time the employee should have reasonable knowledge of the work problem. The supervisor is specifically prohibited from making any disposition of the grievances outside the terms of this Agreement.

Step Two: If the resulting oral discussion with the supervisor is not satisfactory to the employee or the Union and if the matter constitutes an alleged grievance as defined in Sec. 2 above, the employee or the Union may appeal it by applying for a formal grievance with the designated Union steward within three (3) working days after the oral discussion. If the Union accepts the grievance, it shall have five (5) working days in which to appeal the grievance to the Chief in writing on the approved grievance form. The Chief shall have five (5) working days in which to investigate, meet with the employee and/or the employee's representatives, and reply in writing to the employee through the Union and the supervisors involved.

Step Three: If the grievance is not settled at this level, the employee and the employee's representative, if desired, has five (5) working days after receipt of the Fire Chief's written answer to appeal the decision on the approved grievance form to the City Manager. The City Manager shall meet with the aggrieved employee, and if desired, the employee's representative within five (5) working days after receipt of the employee's written request, and shall request the presence of the Fire Chief and the City Personnel Officer at this meeting. The decision of the City Manager will be communicated in writing to the aggrieved and/or the employee's representative and the department head involved, within five (5) working days after this meeting.

Step Four: If the decision of the City Manager is unsatisfactory to the grievant or the Union, the employee, may with the approval of the Union, appeal the matter to arbitration within twenty (20) working days

from receipt of the decision of the City Manager.

Sec. 4. Time Limits. The time limits established in the grievance procedure shall be followed by the parties. If the Union fails to present a grievance in time or to advance it to the next step in a timely manner, it shall be considered to be withdrawn. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step. The time limits established in the grievance procedure may be extended by mutual agreement, provided the extension is reduced in writing and the period of the extension is specific.

Sec. 5. Grievance Form. The grievance form attached to this Agreement shall be the form to be used exclusively by the members of the bargaining unit for the submittal of grievances.

GRIEVANCE FORM

Article XXV, Sec. 3, Step 1

Employee's Name _____ Job Title _____

Date of Oral Discussion _____ Date Submitted to Union _____

Provision(s) of Contract Allegedly Violated:

Contract Article Title _____ Article No. _____ Sec. No. _____

Contract Article Title _____ Article No. _____ Sec. No. _____

Statement of Facts

Continue on separate sheet, if necessary.

Remedy Desired

Signature - Union Representative _____

Signature - Aggrieved Employee _____

Article XXV, Sec. 3 Step 2

Employee's Name _____ Job Title _____

Statement of Appeal to Fire Chief

Return Date _____ Union Representative _____

Receipt Date _____ Fire Chief _____

Fire Chief's Recommendation

Return Date _____ Fire Chief _____

Receipt Date _____ Union Representative _____

Article XXV, Sec. 3, Step 3

Statement Of Appeal to City Manager

Return Date _____ Union Representative _____

Receipt Date _____ City Manager _____

City Manager's Decision

Return Date _____ City Manager _____

Sec. 6. Definition. As used in this Article, the term "working days" shall be defined as excluding Saturdays, Sundays and holidays recognized under this Agreement.

Sec. 7. Lost Time. The Employer agrees to pay for all reasonable time lost by an employee during the employee's regularly scheduled working hours while investigating and presenting a grievance, provided, however, the Employer reserves the right to impose discipline if the privilege is being abused. Lost time shall be compensated at the employee's straight time regular rate of pay and shall not be counted in the computation of overtime hours.

ARBITRATION

Sec. 1. Arbitration Request. If under the grievance procedure, the decision of the City Manager is unsatisfactory to the grievant, the grievant may, with the approval of the Union, appeal the matter to arbitration within twenty (20) working days from the receipt of the decision of the City Manager. In the event the Employer and the Union cannot agree on the choice of an arbitrator within fourteen (14) calendar days after the union has notified the employer of its intention to arbitrate, the parties shall then obtain a panel of five (5) qualified arbitrators from the Federal Mediation and Conciliation Service. Upon the receipt of the list, the employee and/or the employee's representative and the City Manager shall alternately strike names from this list with the right of first choice being decided by a flip of a coin. After two names have been struck by each party, the one remaining shall be the arbitrator. It shall be the responsibility of the Union to notify the Commission of the selection.

Sec. 2. Arbitrator's Powers. The arbitrator shall have no power to amend, add to, alter, ignore, change, or modify the provisions of the Agreement or the written rules and/or regulations of the employers, and the decision shall be limited to the application or interpretation of the Contract and to the specific issue(s) presented. The arbitrator shall have no authority to determine wage rates on new or changed job classifications. No decision of the arbitrator shall contain a retroactive liability beyond the date of the written grievance. However, within the limitations of these provisions, the arbitrator shall have the power to award to either party the remedy which is considered appropriate to the circumstances. The arbitrator shall render the decision in writing as soon after the hearing as possible, and the fees and expenses of the arbitrator and costs of place for such hearing, if any, shall be borne equally between the parties hereto. The decision of the arbitrator shall be final and binding upon the parties, including the Union, its members, and the employee(s) involved, the City Council, the Fire Chief, and their designated representatives.

ARTICLE X

GENERAL EMERGENCY LEAVE

Sec. 1. General Emergency Leave.

- a. Whenever an employee's absence is due to severe or unusual weather conditions, civil commotion, or other general emergency conditions beyond the employee's control, the employee will be permitted to use accrued vacation leave, holiday leave, or compensatory time to cover the absence.
- b. If the employee chooses not to use any of the foregoing leave credits, or if there are insufficient of these leave credits, the employee will then be paid only for hours worked.

ARTICLE XI

MILITARY LEAVE

Sec. 1. Military Leave. Section 9 of the Military Selective Service Act of 1967 provides a re-employment rights program for men and women who leave their jobs to perform training or service in the armed forces. The Office of Veterans Re-employment Rights has the responsibility for informing veterans and employers of the re-employment program and assisting them. The purpose of this law is to ensure those who serve their country in the interest of national defense do not lose their jobs and other employment benefits because of such service.

- a. To be entitled to re-employment rights, a veteran must:
 1. Leave a fulltime position.
 2. Serve in the armed forces for not more than (5) years.
 3. Satisfactorily complete the period of active

duty and have a certificate to that effect.

4. Be qualified to perform the duties of the employee's position upon the employee's return.

Sec. 2. Training or Riot Call-Up. In the event employees who are members of the National Guard or Reserves are ordered to participate in activities which result in lost time, such employees will be paid the difference between the amount paid by the government and their regular weekly pay. Regardless of time spent in such activities, the Employer shall make up such pay only for the first ten (10) working days in each year that the employee is engaged in such activities.

ARTICLE XII

JURY DUTY AND COURT APPEARANCE

Sec. 1. Jury Duty and Court Appearance. During the period when the employee is performing required jury duty service during hours when the employee would otherwise be regularly scheduled to work, the Employer will pay the difference between the employee's fees for jury duty and pay at the employee's straight time rate for the hours the employee would have worked on the employee's regularly scheduled shifts during the employee's period of jury duty, provided the employee gives the employee's department head prompt notice of the employee's call to jury duty, and thereafter, of the payment received for it. Any employee who is subpoenaed to appear in court on the employee's work day as a result of a personal duty connected circumstance, or is involved in a duty connected accident and must attend court, shall suffer no loss in pay. Any employee, who is subpoenaed to appear in court on the employee's day off from work as a result of a personal duty connected circumstance or a duty connected accident and does attend court, shall be paid for time required to be in

court at the employee's straight time hourly rate; and time so spent shall not be considered in the computation of any overtime pay.

ARTICLE XIII

VACATION LEAVE PROCEDURE

Sec. 1. Vacation with Pay is a benefit accorded an employee on an annual basis for purposes of recreation and relief from the routine and pressures of assigned work. It is an earned right in the sense that the right to paid time off from work is earned by time spent at work. Personnel are encouraged to take their vacation in weekly blocks so that the advantages of a total vacation can be achieved. However, this does not preclude the division of vacation time into segments smaller than a duty week, but within the total hour constraints of a duty week. When this happens, prior approval of the Fire Chief or the employee's immediate supervisor must be obtained. Also, the time of taking is conditioned by length of employment and the requirements or work load of the Fire Department as determined by the Chief.

Sec. 2. Vacation Leave Accumulation. Regular, full-time employees of the bargaining unit shall accumulate annual vacation leave credits in either one of the two following manners:

1. For those employees on duty 56 hours a week, serving a continuous tour of duty of 24 hours, accumulation shall be as follows:
 - a. Personnel with one (1) year of service on their anniversary date of full-time service, shall accumulate three (3) duty days of vacation (72 duty hours).
 - b. Personnel with two (2) years of service, but less than seven (7) years of continuous

service on their anniversary date of full-time service, shall accumulate five (5) duty days of vacation (120 duty hours).

- c. Personnel with seven (7) years of service, but less than seventeen (17) years of continuous service on their anniversary date of full-time service, shall accumulate seven (7) duty days of vacation (168 duty hours).
- d. Personnel with seventeen (17) years of service, but less than twenty-four (24) years of continuous service on their anniversary date of full-time service, shall accumulate ten (10) duty days of vacation (240 duty hours).
- e. Personnel with twenty-four (24) years of continuous service or over on their anniversary date of full-time service, shall accumulate twelve (12) duty days of vacation (288 duty hours).

It is understood that in any of the foregoing vacation situations in which the employee is not entitled to vacation credit for one (1) or more calendar months as hereinafter provided, vacation shall be determined by pro-rating the maximum annual vacation allowance.

- 2. For those employees on duty 40 hours a week, that is, working 8 hours a day, 5 days a week, accumulation shall be as follows:
 - a. Personnel with one (1) year of service on their anniversary date of full-time service, shall accumulate one (1) calendar week's vacation (40 duty hours).
 - b. Personnel with two (2) years of service, but less than seven (7) years of

- continuous service on their anniversary date of full-time service, shall accumulate two (2) calendar weeks of vacation (80 duty hours).
- c. Personnel with seven (7) years of service, but less than seventeen (17) years of continuous service on their anniversary date of full-time service, shall accumulate three (3) calendar weeks of vacation (120 duty hours).
- d. Personnel with seventeen (17) years of service, but less than twenty-four (24) years of continuous service on their anniversary date of full-time service, shall accumulate four (4) calendar weeks of vacation (160 duty hours).
- e. Personnel with twenty-four (24) years of continuous service or over on their anniversary date of full-time service, shall accumulate five (5) calendar weeks of vacation (200 duty hours).

It is understood that in any of the foregoing vacation situations in which the employee is not entitled to vacation credit for one (1) or more calendar months as hereinafter provided, vacation shall be determined by pro-rating the maximum annual vacation allowance.

Sec. 3. Vacation Leave Computation. In computing vacation leave credit for full time employees, the following shall be counted as time worked:

- a. Two (2) years of volunteer service shall be equal to (1) year of regular full-time service in the computation of vacation time allowed; however, volunteers must complete one year of full-time service, prior to eligibility for vacation.

- b. Time spent on vacation leave.
- c. Time spent on paid sick leave.
- d. Absences for authorized holidays.
- e. Absences for jury duty.
- f. Absences for funeral leave.
- g. Upon transfer from one department or unit of government of the General City to another without a break in service, time worked toward vacation shall be fully credited to the employee in the new department or unit of government of the General City.

Sec. 4. Vacation Leave Credit will not accrue to an employee during such non-work periods as:

- a. Time away from work as a result of participation or direct interest in a labor dispute, including any strike, unauthorized work stoppage, or other concerted action against the Employer.
- b. Time away from work as a result of a disciplinary layoff.
- c. Time away from work as a result of a job lay-off due to organizational project, seasonal, or financial reasons.
- d. Time away from work as a result of an authorized extended leave of absence, such as a school leave.
- e. Upon return to work from an authorized leave of absence with or without pay, an employee in good standing shall be granted all unused vacation leave credit accumulated by earlier service.

Sec. 5 Use of Vacation Leave. It is the intent of these

rules to provide a vacation period for all regular employees each anniversary year for reasons stated in the preface of this procedure.

- a. Vacation leave credit accumulated during one (1) twelve (12) month period of continuous employment are available for use during the following twelve (12) month period. This twelve (12) month period of vacation accumulation coincides with the employee's anniversary year. The amount of leave allowed will be in accordance with the vacation policy in effect on that date.
- b. Payment will not be made for vacation time not taken, except during the employee's terminal year of employment when he is separated from City employment by reason of resignation, retirement, death or termination of employment as a result of management's prerogative. Adjustments in vacation leave payment will be made on a pro-rated basis at this time and in accordance with the number of months worked and the vacation accumulation schedule as previously outlined. Except, a new probationary employee will not receive any vacation pay, if the employee's services are terminated during the probationary period.
- c. There will be no combining of vacation leave and any compensatory time; nor will there be any chaining or linking of vacation leave from one twelve (12) month period to the next without the specific written approval of the Fire Chief.
- d. Absence without pay during a twelve (12) month period will act to:
 1. Extend the twelve (12) month period of continuous service required for

vacation eligibility by the length of time absent during that twelve (12) month period;

2. Decrease the amount of vacation leave available to the employee in the following twelve (12) month period by an amount proportionate to his absence.
- e. Holidays occurring during a vacation period are chargeable to holiday pay and the day of the holiday is not charged against the employee's vacation.
- f. Illness during a vacation period may not be charged to sick leave unless a written request stating the circumstances and supported by a doctor's certificate is approved by the Fire Chief.
- g. To accurately control charges against an employee's accumulated vacation leave, vacation leave taken shall be reported on an appropriate leave form, signed by the Fire Chief, and forwarded to the payroll office.
- h. An employee going on vacation, who so requests in writing, may be paid in advance. Pay advances shall not exceed the amount normally paid for one pay period, less normal deductions.

ARTICLE XIV

SICK LEAVE

Sec. 1. Sick Leave Procedure. Sick leave is time off with pay granted to or denied an employee contingent upon the meeting of certain conditions as set forth in the following paragraphs. This program of sick leave has as its purposes (1) approved absence from work occasioned by illness, injury, and/or related reasons; (2) remuneration during these

periods to ease financial hardship; and (3) retention of employment rights.

Sec. 2. Sick Leave Accumulation.

a. Full-time employees, who are on duty 56 hours a week, beginning with the date of full-time employment and continuing for the balance of their continuous service with the City, shall accumulate sick leave credit at the rate of 5.6 hours for each two (2) full weeks (112 hours) of service. Annual accumulation of sick leave credits can total 145.6 hours. Total allowable maximum accumulation of 1008 hours.

b. Full-time employees, who are on duty 40 hours a week, beginning with the date of full-time employment and continuing for the balance of their continuous service with the City, shall accumulate sick leave credit at the rate of four (4) hours for each two (2) full weeks (80) hours of service. Annual accumulation of sick leave credits can total 104 hours. Total allowable maximum accumulation is 720 hours.

c. Classified employees, who are on the 56 hour plan and normally and on a continuing basis work less than 56 hours a week, shall accumulate sick leave credit on the basis of actual hours of work with 5.6 hours of sick leave accruing for every 112 hours worked.

d. Classified employees, who are on the 40 hour plan and normally and on a continuing basis work less than 40 hours a week, shall accumulate sick leave credits on the basis of actual hours of work with 4 hours of sick leave accruing for every 80 hours worked.

e. In computing sick leave credit for full-time

employees, the following shall be counted as time worked:

1. Time spent on vacation leave.
2. Absences for authorized holidays.
3. Absences for jury duty.
4. Time spent on paid sick leave. However, this sick leave credit will not be available for use during the current illness but will be counted toward the new accumulation of sick leave beginning one (1) week after return to full-time service.
5. Upon transfer from one department or unit of government of the General City to another without a break in service, time worked and sick leave credit accumulated shall be fully credited to the employee in the new department or unit of government of the General City.
6. Absences for Bereavement Leave.

Sec. 3. Use of Sick Leave.

- a. An employee may use sick leave credits with full pay for absences necessitated by injury or illness of self, required dental or medical care, exposure to contagious disease, if directed by a physician or health office.
- b. An employee, who is injured while performing assigned duties and is entitled to benefits under the provisions of the Michigan Workers' Compensation Act, may elect to use accrued sick leave, compensatory time, and vacation leave, in that order, in the amount necessary to offset the difference in pay between the Workers' Compensation payment and the employee's regular pay.

- c. No employee on occupational injury leave shall receive a combination of Workers' Compensation and leave pay in excess of the employee's regular pay.
- d. An employee, who is injured while performing supplemental work (other than Holland City) and is entitled to benefits under provisions of Workers' Compensation Act, may elect to use accrued vacation time, compensatory time, and accrued sick leave, in that order; in the amount necessary to offset the difference in pay between the compensation payment and the employees regular pay.
- e. Approval of an employee's request for sick leave with pay may be withheld by the Fire Chief where it is determined that the employee's illness or injury is a result of the employee's improper conduct.
- f. All time taken on an authorized sick leave will first be deducted from available sick leave credits.
- g. With the approval of the Chief, sick leave may be taken and charged out in the amount of time actually used rounded off to the next full hour.
- h. An employee, who has exhausted all of his sick leave credit, may then elect to use any compensatory time or vacation leave to which the employee is entitled for sick leave purposes. Following this, upon approval by the Fire Chief, an employee may be placed in a sick leave without pay status for a period not to exceed one (1) week for each year of previous service. Upon return from sick leave without pay status, physical condition and organizational requirements permitting, the employee will be given consideration for employment to a position as close as possible in seniority, status and pay as the

one which was left. In the event the accumulated benefits under the sick leave plan are not sufficient to carry the employee until the employee becomes eligible for S & A benefits, the employee will be continued on unpaid leave of absence until the employee becomes eligible for S & A benefits. At the end of the period during which the employee is covered by S & A benefits, if the employee is still unable to return from leave, the City will review the situation to determine if the employee should be continued or terminated.

i. No sick leave with pay shall be granted to an employee in anticipation of future service.

j. Sick leave payments are based on the straight time earnings of an employee at the time sick leave is taken. However, if as a result of a general wage increase or job reclassification, the rate of the employee's job is increased during the sick leave absence, the higher rate will be used in computing the balance of the sick leave payments. No job reclassification of the employee's position during the sick leave absence will act to reduce the employee's sick leave payments during that period of absence.

k. Authorized holidays falling within a period of sick leave, for which the employee is normally not required to work, and for which the employee normally receives holiday pay, will not be counted as work days in computing the sick days. Holiday time shall be charged to holiday leave.

l. Sick leave may be allowed in case of illness or injury occurring during vacations, evidence of which must be approved by the Fire Chief, and shall

be based on the actual hospitalization or doctor's certificate.

m. The accrued sick leave of an employee whose service with the Employer is terminated by reasons of quit, discharge, resignation, shall be cancelled by such action. However, this action is not meant to conflict with or negate the provisions of 1/2 pay for unused sick leave as stated elsewhere in this article.

Sec. 4. Proof of Illness

a. In order to be eligible for sick leave with pay and to receive compensation while absent on sick leave the employee shall:

1. Notify the employee's supervisor or Fire Chief as to the reason for absence at least one (1) hour prior to the beginning of the working day of shift of the first day's absence from duty.
2. Keep the employee's supervisor or Fire Chief informed of the employee's condition.
3. Upon return to work, submit a medical certificate or furnish other reasonable proof for absences, unless the supervisor or Fire Chief has personal knowledge of the illness or injury.
4. Where a question exists as to the returning employee's fitness to perform assigned work, the employee shall submit from the employee's own physician an unrestricted release for return to work; and the Chief may require an independent medical examination arranged and paid for by the Employer.

b. In all cases of absence for personal injury incurred

during paid supplemental employment by an employer other than the City, the returning employee must submit a doctor's certificate arranged and paid for the employee.

c. No sick leave payments shall be made for convalescence outside the environs of the City of Holland without prior approval of the Fire Chief.

d. To accurately control charges against an employee's accumulated sick leave credit, sick leave taken shall be reported on an appropriate leave form signed by the Department Head, and forwarded to the Payroll Office of the appropriate of government. Supervisors must inquire into illnesses of long duration in order to keep the Payroll Office properly informed.

Sec. 5. Abuse of Sick Leave.

a. An employee who knowingly gives false information as a basis for obtaining sick leave and sick leave pay will be subject to disciplinary action.

b. Whenever there is reason to believe that an employee is abusing or misusing the sick leave privilege, an investigation shall be made, even to the point of requiring that the employee submit to a medical examination, and a report made to the Department Head for the employee's action, or having a supervisor or command officer make an on-site "house call" to verify the need for sick leave.

c. Any monies paid for sick leave in violation of its uses shall be reimbursed or deducted from future earnings, and appropriate action up to and including discharge shall be taken.

Sec. 6 Bereavement Leave.

a. In the event of death in the employee's immediate family, bereavement leave will be allowed to attend the

funeral. The amount of leave time required by the employee, as determined by the circumstance, will be negotiated mutually by the employee and the Fire Chief, but generally not to exceed two (2) duty days, the first two (2) duty days of which will not be chargeable against accumulated sick leave but to either a special bereavement account or to the general payroll account. Any additional time taken beyond the first two (2) duty days will be charged against accumulated sick leave. Travel to the extent that an employee is not able to report for work at the employee's next regularly scheduled shift following the day of the funeral or burial or other extenuating circumstances will be considered in allowing extra bereavement leave, subject to the approval of the City Manager.

b. "Immediate family" is defined as wife, husband, child, brother, sister, parent, parent-in-law, son-in-law, daughter-in-law, brother or sister of the current spouse, step-parent, step-child, step-brother, step-sister, grandparents, grandchildren, or other relations who reside in the same household.

c. If a death occurs among the relatives of an employee outside of the immediate family, the employee may be granted time to attend the funeral, not to exceed one (1) days bereavement leave with pay.

d. Employees who wish to attend the funeral of a fellow employee, former employee, or serve as a pallbearer in such funeral may be allowed time off from the job not chargeable to sick leave, but to bereavement leave, but not to exceed the time actually required to attend the service.

Sec. 7. Unused Sick Leave. The Employer agrees to pay for any unused sick leave accumulated over the maximum allowed hours. Payment will be figured at one-half normal rate, payable in January, for hours earned in the previous calendar year.

Sec. 8. Pay for Unused Sick Leave.

a. For those employees on the 56 hour plan, the City of Holland will pay to each eligible employee of the Fire Department one-half (1/2) of the employee's calendar year's accumulation of unused sick leave in excess of 1008 hours at the employee's straight time hourly rate, up to a maximum not to exceed 72.8 hours.

b. For those employees on the 40 hour plan, the City of Holland will pay to each eligible employee of the Fire Department one-half (1/2) of the employee's calendar year's accumulation of unused sick leave in excess of 720 hours at the employee's straight time hourly rate, up to a maximum not to exceed 52 hours.

c. The above payments will be by separate check and will be distributed to the employee in the month of January for the preceding calendar year.

ARTICLE XV

LONGEVITY PAY

Sec. 1. Longevity Pay shall mean a payment based on length of continuous service paid annually to employees of the bargaining unit. In the computation of longevity pay, credit will be given for volunteer service at the rate of (3) years of volunteer service equaling one (1) year of regular service. The years of service are to be based on the total

years of adjusted volunteer service, plus the regular fulltime years accumulated from the last date of hire as a City employee through December 31 of any year, with payment to be made on the off week following the second pay day in November, if possible, in accordance with the following schedule:

Effective July 1, 1989

<u>Continuous Service</u>	<u>Longevity Payment</u>
5 years through 9 years	2% of first \$12,500 annual wage
10 years through 14 years	4% of first \$12,500 annual wage
15 years through 19 years	6% of first \$12,500 annual wage
20 years or more	8% of first \$12,500 annual wage

Effective July 1, 1990

<u>Continuous Service</u>	<u>Longevity Payment</u>
5 years through 9 years	2% of first \$15,000 annual wage
10 years through 14 years	4% of first \$15,000 annual wage
15 years through 19 years	6% of first \$15,000 annual wage
20 years or more	8% of first \$15,000 annual wage

Sec. 2. Absence or Termination. Any eligible employee of the bargaining unit who is absent from service due to a leave of absence or an unpaid leave, or who for any reason terminates or is separated from employment with the City shall receive longevity pay on a pro-rated time basis for calendar months served.

ARTICLE XVI

GROUP INSURANCE

Benefits will be provided in accordance with terms and conditions of applicable insurance policies and the Employer's only responsibility is to make timely payments of Employer's share of required premiums, with Employer to have no responsibility for the payment of benefits specified in Sec. 1 through Sec. 8.

Sec. 1. The group hospital-medical insurance plan known as Michigan Blue Cross-Blue Shield Variable Fee Plan (MVF) now in effect providing the ward coverage shall be continued for the life of this Agreement, subject to availability of said plan, with Employer contribution to be the full cost of premiums for the full-time employee's coverage and for those dependents properly enrolled in the plan. Payment for special rider provisions, which are part of the current contract are the responsibility of the employee through authorized payroll deduction. The terms of the health insurance plan covering hospitalization and doctor charges while hospitalized, as cited above, shall continue as in the past, except that the Master Medical Rider shall be modified to provide for \$100.00 deductible for one person and \$200.00 deductible for 2 persons and a family, and a Prescription Drug Program with \$2.00 co-pay as described in the PDP literature furnished with the plan by the carrier. In addition to the cost of the premiums for the present health insurance plan, the cost of the premium of the revised Master Medical Rider Option 2, and the Prescription Drug Program with \$2.00 co-pay, shall be paid in full by the employer for the duration of this Agreement.

Sec. 2 Each properly enrolled employee has received or will receive a certificate containing a statement as to the insurance protection to which the individual is entitled and to whom it is payable, together with a statement of the conversion privileges of the policy. However, for general information, some of the salient features of the insurance benefit package are listed below:

a. Life Insurance

1. All full-time employees (minimum 30 hours)
\$10,000.00 coverage.
2. Face amount reduces 50% at age 65.
3. Face amount terminates at age 70.
4. Premium waived if totally and permanently

disabled.

5. Employee may convert to private permanent plan without evidence of insurability if application is made within 30 days of employment termination.
6. New employees become eligible for insurance on the first monthly policy renewal date following completion of 3 months employment.

b. Accidental Death and Dismemberment Insurance

1. All full-time employees (minimum 30 hours) have \$10,000 principal sum coverage for total and various partial physical losses as detailed in the policy.
2. The benefits under this supplement shall not cover any loss resulting from war, private aircraft flights, suicide, disease, pregnancy, abortion or miscarriage.

c. Weekly Accident and Sickness Benefits.

1. Weekly benefits will be paid up to 65% of gross weekly income not to exceed \$200.00 for total disability resulting from sickness or non-occupational injury.
2. Benefits will begin on the 127th calendar day of disability, after 1008 hours sick leave for a 56 hour employee, or 720 hours for a 40 hour employee, if the employee has that much accumulation, and shall continue for as long as 34 weeks thereafter.
3. House confinement is not required.
4. Benefits are tax-free.

Sec. 3. Liability Insurance. The Employer shall furnish liability insurance protecting the employees of the bargaining unit from

liabilities arising out of and in the course of their employment. Said insurance coverage shall include, but, not be limited to, liability for personal injury claims by third persons or employees for damages from alleged false arrest, imprisonment or detention, malicious prosecution, libel, slander, defamation of character, invasion of privacy, wrongful entry or eviction, and acts of negligence of the employee performed during the course of duty. The insurance will also provide the employee, if sued, with an adequate defense, and if any judgment is rendered against the employee, it shall be satisfied to the extent of the insurance coverage.

Sec. 4. Workers' Compensation. The Employer agrees to pay 100% of the premium necessary to cover the members of the bargaining unit with required Workers' Compensation Insurance. If it is necessary that the employee use the Workers' Compensation Insurance benefit, the employee may also use his/her sick leave, vacation leave, and compensatory leave to supplement the Workers' Compensation payments up to the level of regular pay.

Sec. 5 Unemployment Insurance. The Employer, under a plan authorized and approved by the State of Michigan, agrees to provide unemployment insurance benefits through the Municipal Workers Unemployment Compensation Group Account administered by the Michigan Municipal League. The City of Holland will pay to an employed employee the same amount of insurance the state pays, for the same amount of time the state pays, and will offer to the employee an appeal procedure approved by the state. An employee shall be eligible for benefits in accordance with the terms and conditions of state law.

Sec. 6 Pension Plan. The Employer agrees to make available to the employees of the bargaining unit, the Michigan Employees Retirement System retirement plan, Option B-3; effective on July 1, 1989 and effective with the pay period starting July 2, 1978, the employee will contribute 5% of the employee's salary toward the employee's retirement premium contribution. The Employer has made available, and will continue to make

available to the employee, booklets setting forth the provisions of this retirement program.

Sec. 7. Dental Insurance. Effective 07/01/87, bargaining unit members will be provided with a group dental insurance plan of the Blue Cross/Blue Shield, known as the 50-50-50 plan, with an \$800 maximum benefit per year. (See Section 10 for Dental Insurance caps by Employer).

Sec. 8. Retirees. Consistent with the rules and regulations of the Michigan Employees' Retirement System and the Michigan Hospital Service, employees who are enrolled in the City's group health insurance and Master Medical Plan shall be allowed to maintain their enrollment in these programs and shall privately pay for the premiums under the City's group rate. Benefits and payment arrangements shall be continued for the beneficiary and/or dependents.

a. In addition, a Fire Fighter or Fire Officer who retires after 07/01/87 at age 55 or older, (or who retires after 07/01/87 on duty-related disability at an earlier age), but who has not yet attained age 65, will be eligible for employer-paid health insurance, subject to the following:

b. The Employer will pay for single coverage, up to \$49.91 per month, or double (couple) coverage, up to \$105.17 per month.

c. No payment will be made if the employee is able to obtain no cost coverage through other employment or through a spouse's employment. However, retired employees who are eligible to receive hospital, surgical and medical coverage from another employer-sponsored plan, may request reimbursement for any premium cost up to a maximum as stated above.

Section 9. Military Service Retirement Credit

Employees with U.S. Military Service prior to their hiring date will be given an opportunity to add this service time to their pension time. The City will cooperate with this procedure, established by the Michigan Municipal Employees Retirement System. However, it must be recognized that the final acceptance must come from the pension plan administration. It is understood that the entire cost of this will be payable by the employee and no additional cost will be required by the employer.

Section 10. Dental Insurance Caps.

Increase caps to present premium levels, effective as soon as practical after issuance of the award. These levels, which would constitute the maximum monthly employer contribution for the life of the agreement, are Eight and 41/100 (\$8.41) Dollars for (1) person, Thirteen and 14/100 (\$13.14) Dollars for two (2) persons, and Twenty-One and 79/100 (\$21.79) Dollars for full family.

Sec. 11. Extended Payment of Blue Cross-Blue Shield Premium. The

Employer will continue to pay the premium for employees on no-pay status, i.e., after all sick leave, vacation time, personal leave days, etc., have been used, until the time the Wage Continuation Insurance Plan becomes effective; at which time, the employee may continue coverage by continuing to pay the full premium at the City's group rate. This section is available to employees at such time as they accumulate a minimum of four years of service.

An employee on leave without pay, not covered by the foregoing paragraph, may keep hospitalization insurance in force for three (3) months by paying the full group premium for the employee and dependents.

Section 12. Change in Insurance Status. Each employee is responsible for keeping the employer informed of the current number and

status of dependents. Any lack of coverage or incorrect coverage which results from an employee's failure to comply with this Section will be the employee's responsibility. Any overpayments by the employer will be reimbursed by the employee, including payroll deductions at the employee's option.

Sec. 13 Life Insurance, AD & D, S & A. Regular, full-time employees of the bargaining unit are entitled to apply for participation in the City's group life insurance, accidental death and dismemberment insurance, and weekly sickness and accident benefit insurance where there are no changes in the plans or coverage. These plans shall be continued for the life of the Agreement, subject to availability of said plan where there are changes in the plan or the coverage, these changes will become effective the date of final ratification of the contract. All premiums for such benefits will be paid by the Employer. Also, the benefits as furnished to the employees will be available on a group basis so long as there are sufficient employees enrolled to meet the minimum size of the group as may be required by the insurance carrier.

Section 14. Insurance Carrier. The employer may change insurance carrier or may implement a self-insured program, and/or may implement cost-savings programs, such as (by way of example and not limitation) generic drugs, predetermination, additional opinions, etc., as long as the overall benefits package remains substantially equivalent to present benefits, it being recognized that exact duplication may not be realistic. Before any such changes are implemented, the Union will receive written notice, and will have the opportunity to review and respond (other sections of the Group Insurance Article are subject to the provisions of this Section).

ARTICLE XVII

HOLIDAYS

Sec. 1. Holidays. All regular full-time employees of the bargaining unit shall be eligible to receive holiday pay under the following regulations:

- a. The employee must work the scheduled hours of the employee's last scheduled workday before the holiday and the employee's first scheduled workday after the holiday, or have an approved paid leave of absence;
- b. The following days will be considered holidays:

New Years Day
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
The day after Thanksgiving
Christmas Day

Sec. 2. Holiday On Duty. Employees, who regularly work twenty-four (24) consecutive hour shifts and whose tour of duty begins on a holiday, shall receive regular pay for the week in which any such holiday occurs; and, in addition, they shall receive eight (8) of those hours at time and one-half pay for a total of (4) extra hours pay in addition to their regular pay for the week in which any such holiday occurs. In addition to the foregoing, they shall receive another day off in lieu of the holiday worked, as scheduled by the supervisor.

Sec. 3. Holiday Off Duty. Employees who do not work on a holiday shall receive regular pay for the week in which any such holiday occurs, in addition, they shall receive another day off in lieu of the holiday, as scheduled by the supervisor.

Sec. 4. Absence From Holiday. An employee scheduled to work on a holiday, who fails to report for and perform such work, without a

reason acceptable to the Employer, shall have that absence charged to vacation leave or sick leave, if vacation leave is not available; and in addition, the employee shall not receive another day off in lieu thereof.

Sec. 5. Holiday and Vacation. If a holiday occurs during the time an employee is on vacation, the employee shall receive an additional day off in lieu thereof, as scheduled by the supervisor.

Sec. 6. Holiday and Sick Leave. If a holiday occurs during an authorized paid sick leave which commenced prior to the holiday, holiday leave will be charged to the holiday and not to sick leave.

Sec. 7. Non-Shift Personnel. For non-shift personnel, when one of the foregoing holidays falls on a Saturday, the preceding Friday will be observed as a holiday; if it falls on a Sunday, the following Monday will be observed as the holiday for the purpose of both time and pay.

Sec. 8. No Holiday Pay. No holiday will be paid to an employee for any holiday which occurs after the date of the employee's quit or discharge; or while the employee is on leave of absence; or while absent due to an occupational or non-occupational illness or injury exceeding ninety (90) days.

Sec. 9. Manpower Needs. On general paid holidays, only those employees shall be on duty whose services are necessary as determined by the Fire Chief.

ARTICLE XVIII

PERSONAL LEAVE

Sec. 1. Personal Leave Days. Effective on 07-01-88, all employees of the bargaining unit shall be granted five (5) personal leave

days on each service anniversary. These days to be taken by them consistent with adequate organizational staffing, supervisory approval, and employee preference; and the hours involved in these five (5) leave days shall be carried as vacation leave for purposes of management control.

Sec. 2. Absence or Termination. Any eligible employee (over one (1) year of service) of the bargaining unit who is absent from service due to leave of absence or an unpaid leave, or who for any reason terminates or is separated from employment with the City of Holland shall receive personal leave pay on a pro-rated basis for the time worked.

Sec. 3 New Employees. New employees who have successfully completed a six (6) month probationary period will be allowed to take fifty percent (50%) (two and one-half (2 1/2) twenty-four (24) hour days) of the annual personal leave days. The balance will be credited at their first anniversary date. Hours taken prior to the first anniversary will show as a negative balance on the check stub and will be calculated at the anniversary date.

ARTICLE XIX

OVERTIME

Sec. 1. In accordance with applicable state and federal laws, all overtime hours specifically requested by an authorized supervisor and approved by the Fire Chief, shall be compensated at a rate of time and one-half the regular hourly rate. This provision shall exclude all voluntary hours that bargaining unit employees may work on a shift exchange, stand-in, or similar type basis.

ARTICLE XX

CALL-IN PAY

Sec. 1. An employee called in to work after being reported off-duty, and before the next work schedule begins, shall receive a minimum of two hours pay, or pay for the actual time worked, whichever is greater. This time shall be considered for overtime pay, consistent with the overtime premiums of this Agreement.

ARTICLE XXI

SHIFT EXCHANGE

Sec. 1. Employees shall have the right to exchange shifts when the change does not interfere with the operation of the Fire Department, providing that prior approval of the Shift Commander is obtained and that those employees who are on duty as a result of the exchange are not in violation of departmental or state procedure or law. No overtime will accrue during such exchange.

ARTICLE XXII

WORKING OUT OF CLASSIFICATION

Sec. 1. Temporary Appointment. The Employer may immediately fill a job vacancy or new position on a temporary basis; provided however, that the employers filling of any such vacancy or new position shall not exceed thirty (30) duty days; and provided further, that any employee assigned to temporarily fill a vacancy or new position carrying a higher rate of pay shall after one (1) duty week on such temporary assignment receive that rate of pay corresponding to the vacancy or new position for the balance of this continuous temporary assignment. Conversely, any employee who voluntarily agrees to a temporary assignment for the employee's benefit to a position carrying a lower rate of pay shall after one (1) duty week on such temporary assignment receive that rate of pay corresponding to the position occupied for the balance of this

continuous temporary assignment. Temporary assignments for training and job development shall not be subject to the requirements of this provision.

ARTICLE XXIII

CLOTHING ALLOWANCE

Sec. 1. Clothing Allowance. All uniforms, protective clothing, or protective devices required of regular, full-time employees in the performance of their duties, shall be furnished without cost to the employee. The Employer will pay for cleaning of dress uniforms.

Sec. 2. Personal Property. Personal property required of a Union member on the job, limited to eye glasses, contacts, dentures, watch, which is lost or damaged in the actual performance of duty, and its loss or damage is not attributable to negligence, may claim appropriate reimbursement from the City's insurance carrier. Where reimbursement is not received from the insurance carrier, a negotiated settlement will be directed by the City Manager.

ARTICLE XIV

MISCELLANEOUS

Sec. 1. Amendment of Agreement. Upon mutual agreement, the Employer and the Union may amend, supplement, rescind or otherwise alter this Agreement during its term. Any such change, however, shall not be effective until it is reduced by writing and signed by duly authorized representatives of both the Employer and the Union.

Sec. 2. Captions. The captions used in each Section of this Agreement are for identification purposes only and are not a substantive part of this Agreement.

Sec. 3. Savings Clause. If any Section of this Agreement or any addendum thereto shall be held invalid or to conflict with applicable federal or state law by any court of competent jurisdiction, the remainder of the Agreement and its addendums shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Section.

Section 4. Food Allowance. A food allowance of Three Hundred and NO/100 (\$300.00) Dollars will be paid to all full-time shift fire fighters covered under this agreement. Payments will be made in July of each year.

Sec. 5. Deferred Compensation. Employees covered under this labor agreement will be eligible for participation in deferred compensation plans presently offered by the employer. Deferred compensation plans provide an opportunity for employees to defer a portion of their earnings until later, thereby gaining possible income tax advantages.

The employer reserves the option to add, change, or discontinue plans offered to employees. Details of current plans are available at the Personnel Office.

Sec. 6 Wage Issues. Wage increases during this contract are as follows:

7-1-1988 4.4%

7-1-1989 5.4%

7-1-1990 The wage increase for the fiscal year 1990-91 will not be less than 4% nor greater than 6% based on the

C.P.I.-U (U.S. Average) for the period June 1989 through May, 1990, which amounted to 4.4%.

ARTICLE XXV

DURATION

Sec. 1. Duration. This agreement shall remain in full force and effect from July 1, 1988 to and including June 30, 1991 and thereafter for successive periods of one (1) year unless either party shall, on or before sixty (60) days prior to the expiration date of this Agreement or any annual extended date, serve written notice on the other party of the desire to terminate, modify, alter, negotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, negotiate, or change, or any combination thereof, shall have the effect of terminating that portion of the Contract under consideration on the expiration date, unless before that date the subject of amendment proposed by the other party has been disposed of by agreement or by withdrawal of the party proposing amendment, modification, alteration, negotiation change, or any combination thereof.

In witness whereof, the parties have caused this instrument to be executed
this 26 day of July, 1990.

Local No. 759

International Association
of Firefighters, AFL-CIO

City of Holland

Fred Sutherland

Dave Horn

David L. Kao

Neal Bingham

Mayor

Stanley
City Clerk - Acting

Approved as to form:

Andrew J. M...

Holland City Attorney

APPENDIX "A"

CITY OF HOLLAND
 LOCAL 759 BARGAINING UNIT
 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO
 CLASSIFICATIONS AND RANGES
 Effective 07-01-88

<u>Classification Number</u>	<u>Classification Title</u>	<u>Pay Schedule</u>	<u>Pay Range</u>
780	Firefighter Trainee	G	8
	Firefighter Trainee-Assigned EMT	G	9
793	Firefighter	G	10
	Firefighter-Assigned EMT	G	11
807	Fire Lieutenant	G	12
	Fire Lieutenant-Assigned EMT	G	13
815	Firefighter/Mechanic	G	13
	Firefighter/Mechanic-Assigned EMT	G	14
151	Fire Captain	G	13
	Fire Captain-Assigned EMT	G	14
485	Fire Inspector	H	5

SCHEDULE G
 CLASSIFICATIONS: FIRE DEPARTMENT BARGAINING UNIT
 TABLE OF RANGES/STEPS FOR HOURLY AND ANNUAL RATE PROGRESSIONS
 Effective: 07/01/88 - 06/30/89

Range	A Start	B 6 Months	C 1 Year	D 1 1/2 Years	E 2 Years	F 2 1/2 Years	G 3 Years	H 3 1/2 Years
08	7.32	7.65	7.87	8.03	8.24	8.40	8.59	8.80
08	21,315.84	22,276.80	22,917.44	23,383.36	23,994.88	24,460.80	25,014.08	25,625.60
10	8.13	8.51	8.75	8.92	9.16	9.33	9.56	9.78
10	23,674.56	24,781.12	25,480.00	25,975.04	26,673.92	27,168.96	27,838.72	28,479.36
11	8.53	8.95	9.18	9.36	9.62	9.79	10.03	10.28
11	24,839.36	26,062.40	26,732.16	27,256.32	28,013.44	28,508.48	29,207.36	29,935.36
12	8.95	9.36	9.63	9.82	10.06	10.26	10.51	10.77
12	26,062.40	27,256.32	28,042.56	28,595.84	29,294.72	29,877.12	30,605.12	31,362.24
13	9.34	9.78	10.05	10.25	10.52	10.74	10.99	11.24
13	27,198.08	28,479.36	29,265.60	29,848.00	30,634.24	31,274.88	32,002.88	32,730.88
14	9.75	10.21	10.49	10.71	10.99	11.19	11.46	11.75
14	28,392.00	29,731.52	30,546.88	31,187.52	32,002.88	32,585.28	33,371.52	34,216.00

Granting of Half-Steps c, e, and g must be approved by Fire Chief, Personnel Officer and City Manager.

Adjustment factor applied to Schedule G of 07/01/87 - 06/30/88: 1.044

SCHEDULE II
 CLASSIFICATIONS: FIRE DEPARTMENT BARGAINING UNIT
 TABLE OF RANGES/STEPS FOR HOURLY AND ANNUAL RATE PROGRESSIONS
 Effective: 07/01/88 - 06/30/89

Range	A Start	B 6 Months	C 1 Year	D 1 1/2 Years	E 2 Years	F 2 1/2 Years	G 3 Years	H 3 1/2 Years
04	11.75	12.35	12.63	12.96	13.33	13.62	13.97	14.31
04	24,440.00	25,688.00	26,270.40	26,956.80	27,726.40	28,329.60	29,057.60	29,764.80
05	12.33	12.97	13.26	13.59	14.00	14.30	14.66	15.01
05	25,646.40	26,977.60	27,580.80	28,267.20	29,120.00	29,744.00	30,492.80	31,220.80
Compensation for Fire Inspector position is established at Range 5, but "Red Circled" above Step H								15.33
								31,886.40

Granting of Half-Steps c, e, and g must be approved by Fire Chief, Personnel Officer and City Manager.

Adjustment factor applied to Schedule G of 07/01/87 - 06/30/88: 1.044

SCHEDULE G
 CLASSIFICATIONS: FIRE DEPARTMENT BARGAINING UNIT
 TABLE OF RANGES/STEPS FOR HOURLY AND ANNUAL RATE PROGRESSIONS
 Effective: 07/01/89 - 06/30/90

Range	A Start	B 6 Months	C 1 Year	D 1 1/2 Years	E 2 Years	F 2 1/2 Years	G 3 Years	H 3 1/2 Years
08	7.72	8.06	8.29	8.46	8.68	8.85	9.05	9.28
08	22,480.64	23,470.72	24,140.48	24,635.52	25,276.16	25,771.20	26,535.60	27,023.36
10	8.57	8.97	9.22	9.40	9.65	9.83	10.08	10.31
10	24,955.84	26,120.64	26,848.64	27,732.80	28,100.80	28,624.96	29,352.96	30,022.72
11	8.99	9.43	9.68	9.87	10.14	10.32	10.57	10.84
11	26,178.88	27,460.16	28,188.16	28,741.44	29,527.68	30,051.84	30,779.84	31,566.08
12	9.43	9.87	10.15	10.35	10.60	10.81	11.08	11.35
12	27,460.16	28,741.44	29,566.80	30,139.20	30,867.20	31,478.72	32,264.96	33,051.20
13	9.84	10.31	10.59	10.80	11.09	11.32	11.58	11.85
13	28,654.08	30,022.72	30,838.08	31,449.60	32,294.08	32,963.84	33,720.96	34,507.20
14	10.28	10.76	11.06	11.29	11.58	11.79	12.08	12.38
14	29,935.36	31,333.12	32,206.72	32,876.48	33,720.96	34,332.48	35,176.96	36,050.56

Granting of Half-Steps c, e, and g must be approved by Fire Chief, Personnel Officer and City Manager.

Adjustment factor applied to Schedule G of 07/01/88 - 06/30/89: 1.054

SCHEDULE H
 CLASSIFICATIONS: FIRE DEPARTMENT BARGAINING UNIT
 TABLE OF RANGES/STEPS FOR HOURLY AND ANNUAL RATE PROGRESSIONS
 Effective: 07/01/89 - 06/30/90

Range	A Start	B 6 Months	C 1 Year	D 1 1/2 Years	E 2 Years	F 2 1/2 Years	G 3 Years	H 3 1/2 Years
04	12.38	13.02	13.31	13.66	14.05	14.36	14.72	15.08
04	25,750.40	27,081.60	27,684.80	28,412.80	29,224.00	29,868.80	30,617.60	31,366.40
05	13.00	13.67	13.98	14.32	14.76	15.07	15.45	15.82
05	27,040.00	28,433.60	29,078.40	29,785.60	30,700.80	31,345.60	32,136.00	32,905.60
Compensation for Fire Inspector position is established at Range 5, but "Red Circled" above Step H								16.16
								33,612.80

Granting of Half-Steps c, e, and g must be approved by Fire Chief, Personnel Officer and City Manager.

Adjustment factor applied to Schedule H of 07/01/88 - 06/30/89: 1.054

SCHEDULE G

BARGAINING UNIT: LOCAL 759 - INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

CLASSIFICATIONS: FIREFIGHTERS

TABLE OF RANGES/STEPS FOR HOURLY AND ANNUAL RATE PROGRESSIONS

Effective: 07/01/90 - 06/30/91

Range	A	B	c	D	e	F	g	H
	Start	6 Months	1 Year	1 1/2 Years	2 Years	2 1/2 Years	3 Years	3 1/2 Years
08	8.06	8.41	8.65	8.83	9.06	9.24	9.45	9.69
08	23,470.72	24,489.92	25,188.80	25,712.96	26,382.72	26,906.88	27,518.40	28,217.28
10	8.95	9.36	9.63	9.81	10.07	10.26	10.52	10.76
10	26,062.40	27,256.32	28,042.56	28,566.72	29,323.84	29,877.12	30,634.24	31,333.12
11	9.39	9.84	10.11	10.30	10.59	10.77	11.04	11.32
11	27,343.68	28,654.08	29,440.32	29,993.60	30,838.08	31,362.24	32,148.48	32,963.84
12	9.84	10.30	10.60	10.81	11.07	11.29	11.57	11.85
12	28,654.08	29,993.60	30,867.20	31,478.72	32,235.84	32,876.48	33,691.84	34,507.20
13	10.27	10.76	11.06	11.28	11.58	11.82	12.09	12.37
13	29,906.24	31,333.12	32,206.72	32,847.36	33,720.96	34,419.84	35,206.08	36,021.44
14	10.73	11.23	11.55	11.79	12.09	12.31	12.61	12.92
14	31,245.76	32,701.76	33,633.60	34,332.48	35,206.08	35,846.72	36,720.32	37,623.04

Granting of Half-Steps c, e, and g must be approved by Fire Chief, Personnel Officer and City Manager.

Adjustment factor applied to Schedule G of 07/01/89 - 06/30/90: 1.044

SCHEDULE H

BARGAINING UNIT: LOCAL 759 - INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

CLASSIFICATIONS: FIRE INSPECTOR

TABLE OF RANGES/STEPS FOR HOURLY AND ANNUAL RATE PROGRESSIONS

Effective: 07/01/90 - 06/30/91

Range	A Start	B 6 Months	c 1 Year	D 1 1/2 Years	e 2 Years	F 2 1/2 Years	g 3 Years	H 3 1/2 Years
04	12.92	13.59	13.90	14.26	14.67	14.99	15.37	15.74
04	26,873.60	28,267.20	28,912.00	29,660.80	30,513.60	31,179.20	31,969.60	32,739.20
05	13.57	14.27	14.60	14.95	15.41	15.73	16.13	16.52
05	28,225.60	29,681.60	30,368.00	31,096.00	32,052.80	32,718.40	33,550.40	34,361.60

Compensation for Fire Inspector position is established at Range 5, but "Red Circled" above Step H 16.87
35,089.60

Granting of Half-Steps c, e, and g must be approved by Fire Chief, Personnel Officer and City Manager.

Adjustment factor applied to Schedule H of 07/01/89 - 06/30/90: 1.044