

6/30/91

A G R E E M E N T

between

CITY OF BIG RAPIDS

and

INTERNATIONAL FIREFIGHTERS' ASSOCIATION
LOCAL NO. 1776

Big Rapids, City of

Effective: July 1, 1988 - June 30, 1991

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A G R E E M E N T

This Agreement entered into on this 18th day of December, 1989, effective July 1, 1988, between the CITY OF BIG RAPIDS (hereinafter referred to as the "Employer" or "City"), and the INTERNATIONAL FIREFIGHTERS' ASSOCIATION, LOCAL No. 1776, on behalf of the Fire Department employees. Wherever the term "Union" is used in this Agreement, it shall refer to the above described Association, should it be necessary to carry out the intended provision of this Agreement.

NOTE: The headings used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

RECOGNITION

Section 1.1. Collective Bargaining Unit. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the International Firefighters' Association, Big Rapids Division, as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

All Fire Department employees, including all firemen, BUT EXCLUDING the Fire Chief and the Assistant Fire Chief. However, it is understood that the Assistant Fire Chief may join the Union if he voluntarily decides to do so.

Section 1.2. Aid to Other Unions. The employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union's representation in the bargaining unit described in Section 1.1.

RIGHTS OF THE EMPLOYER

Section 2.1 Management Rights.

(a) The Employer retains and shall have the sole and exclusive right to management and operate the City in all of its operations and activities. Among the rights of the Employer, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines required to provide such services; to determine the nature and number of facilities and departments to be operated and their locations; to establish classifications of work and the number of personnel required; to direct and control operations; to maintain order and efficiency; to discontinue, combine or reorganize any part of or all of its operations as in the past; to study and use improved methods and equipment and outside assistance whether in or out of the city's facilities and in all respects to carry out the ordinary and customary functions of administration of the City. The Union hereby agrees that the Employer retains all rights established by law and reserves the sole and exclusive right to establish and administer without limitations, implied or otherwise, all matters not specifically and expressly limited by this Agreement. These rights shall not be subject to the grievance and arbitration procedures established herein.

(b) The Employer shall have the right to hire, promote, assist, transfer, suspend, discipline or discharge for just cause, lay off, and recall personnel; to establish work rules and to fix and determine penalties for violation of such rules; to make judgments as to ability and skill; to establish and change work schedules, provided, however, that these rights shall not be exercised in violation of any specific provisions of this Agreement. These rights shall be subject to the grievance and arbitration procedures established herein.

Section 2.2. Rules. The Employer shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as it may, from time to time, deem best for the purpose of maintaining order, safety and/or effective operations and put such into effect after advance notice to the Union and the employees. Any complaint relative to the reasonableness and application of any rule may be considered as a grievance and subject to the grievance procedure contained in this Agreement.

UNION SECURITY AND CHECKOFF

Section 3.1. Requirements of Union Membership. To the extent that the laws of the State of Michigan permit, it is agreed that:

(a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.

(b) Employees covered hereby who, after the effective date of this Agreement, become members of the Union shall be required, as a condition of continued employment, to continue membership in the Union for the duration of this Agreement.

(c) Each employee hired on or after July 1, 1970, shall, as a condition of employment, within thirty (30) days of employment, either acquire and maintain membership in the Union, or pay to the Union each month a service charge, as a contribution toward the administration of this Agreement, in an amount equal to the regularly monthly dues. Such contribution shall be checked off upon proper written authority executed by the employee.

Section 3.2. Union Dues and Initiation Fees. Employees may tender the initiation fee uniformly required as a condition of acquiring membership in the Union and monthly membership dues by signing the Authorization for Checkoff of Dues form, or may pay the same directly to the Union.

Checkoff Form: During the life of this Agreement and in accordance with the terms of the form of Authorization for Checkoff of Dues hereinafter set forth, and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed an Authorization for Checkoff of Dues form which is consistent with the terms of this Agreement and does not impose restriction of free choice of employees.

(b) Deductions. Deductions shall be made only in accordance with the provisions of said Authorization for Checkoff of Dues, together with the provisions of this Agreement. The Employer shall have no responsibility for the collection of initiation fees, membership dues, special assessments, or any other deductions not in accordance with this provision.

(c) Delivery of Executed Authorization of Checkoff Form. A properly executed copy of such Authorization for Checkoff of Dues form for each employee for whom the Union membership dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Checkoff of Dues forms which have been properly executed and are in effect. Any authorization for Checkoff of Dues which is incomplete or in error will be returned to the Union's Secretary-Treasurer.

(d) When Deductions Begin. Checkoff deductions under all properly executed Authorization for Checkoff of Dues forms shall become effective at the time the application is tendered to the Employer and shall be deducted on the first payday of the next calendar month and on the first payday of each calendar month thereafter.

(e) Delivery of Additional Checkoff Forms. The Union will provide to the Employer any additional Authorization for Checkoff of Dues forms under which the Union membership dues are to be deducted.

(f) Refunds. In cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution or By-Laws, refunds to the employee will be made by the Union involved.

(g) Remittance of Dues to Financial Officer. Deductions for any calendar month shall be remitted to the designated Secretary-Treasurer of the Union as soon as possible after the first of the succeeding month. The Employer shall furnish the designated financial officer of the Union monthly with a list of those for whom the Union has submitted signed Authorization for Checkoff of Dues forms, but for whom no deductions have been made.

(h) Termination of Checkoff. An employee shall cease to be subject to checkoff deductions beginning with the month immediately following the month in which he revokes his Authorization for Checkoff of Dues. The Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

(i) Limit of Employer's Liability. The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees, and the Union agrees to hold the Employer harmless for any and all claims arising out of its Agreement for payroll deduction.

UNION REPRESENTATION

Section 4.1.

(a) The Fire Department employees covered by this Agreement will be represented by a bargaining committee of two (2) such employees, one (1) of whom shall be designated by the Union as Chairman of the unit.

(b) The Union shall keep the City advised, in writing, of the members of the Bargaining Committee, and only such duly certified employees shall be recognized by the City as members of the Employees' Committees.

(c) The Union shall have the right to have one (1) Steward. For the purpose of layoff and recall only, Stewards shall be considered to have the greatest seniority of all employees, in their respective departments, provided that such employee must have the physical fitness and ability to perform the work available.

SPECIAL CONFERENCES

Section 5.1. Special conferences for important matters, including safety and the treatment of employees, will be arranged between the Union and the Employer of its designated representative at mutually convenient times and places when there are important matters to discuss. Such meeting shall be between representatives of the Employer and no more than two (2) employee representatives of the Union. Arrangements for such special conferences, shall be made in advance, and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. This meeting may be attended by non-employee representatives of the City or the Union. Up to two (2) employee representatives will be compensated for scheduled work hours lost while in attendance at these joint meetings.

Minutes will be kept of these meetings. The disposition of the problem will be reduced to writing if either side so chooses.

GRIEVANCE PROCEDURE

Section 6.1. Definition of Grievance. A grievance shall be defined as a complaint during the term of this Agreement concerning the application or the interpretation of this Agreement as written. Any grievance filed should refer to the specific provision or provisions of this Agreement alleged to have been violated and it shall set forth the facts pertaining to such alleged violations.

Section 6.2. Grievance Procedure.

(a) Verbal Procedure. An employee and/or his Steward may discuss a grievance with the employee's supervisor. If the grievance is thus satisfactorily settled, the settlement shall be reduced to writing no later than the end of the second (2nd) working day following the last discussion of it, the settlement shall be signed by the Supervisor, and a copy of the settlement shall be given to the employee and the Steward.

(b) Written Procedure.

Step 1: If the grievance is not settled through the verbal procedure above, it may be reduced to writing, shall state the date it was denied by the Supervisor in the verbal procedure, shall be signed by the employee and his Steward, and presented to the employee's Supervisor, provided that such must be done no later than the end of the third (3rd) working day following denial of the grievance in the verbal procedure, failing which, it will be deemed to have been withdrawn permanently. The Supervisor shall endorse the Union's copy of the grievance to show the date of receipt.

The Supervisor shall render his written disposition of any grievance so filed no later than the end of the third (3rd) working day following the day of his receipt of the grievance, and he shall give a copy of his disposition to the employee's Steward or, in the Steward's absence, to the Unit Chairman, who shall endorse the Supervisor's copy to indicate receipt by the Union of such disposition and the date of such receipt.

Step 2: If the grievance disposition in Step 1 is not considered satisfactory, the grievance may be filed in Step 2 by the Unit Chairman who shall submit it to the designated representative of the City no later than the end of the third (3rd) working day following the date of the disposition of the grievance in Step 1. Failure to so advance a grievance to Step 2 shall result in its being deemed permanently settled on the basis of the disposition given it by the Supervisor in Step 1. The City shall endorse the Union's copy of the grievance to show the date of receipt.

After investigation of the grievance and discussion of it with the Union Committee if the Unit Chairman so requests, the City shall give its written disposition of the grievance to the Unit Chairman who shall endorse the City's copy to indicate receipt of such disposition and the date of such receipts. This Step shall be completed within five (5) working days of receipt of the grievance by the City.

Step 3. If the grievance is not settled in Step 2, the Union, no later than the end of the fifth (5th) working day following completion of Step 2, may make written request to the City for a further meeting. If the Union does not so request such further meeting, the grievance shall be considered permanently settled on the basis of the disposition of it given by the City in Step 2.

If the Union requests such further meeting, it shall be held as promptly as practicable, but not later than on the tenth (10th) working day following the date of the Union's request for it. Either party may have present such of its attorneys, consultants or persons in its higher echelons, as it shall select.

If such further meeting is held, the City shall give written disposition of the grievance to the Unit Chairman no later than the end of the fifth (5th) working day following the date of such meeting.

Step 4: Arbitration. If the grievance disposition given in Step 3 is not considered satisfactory, the Union may elect to take the grievance to arbitration during the term of this agreement. If it does not do so in the manner herein provided, the grievance shall be deemed to have been settled on the basis of the disposition given to it in Step 3, and its subject matter shall not be resubmitted to the grievance procedure.

If the Union wishes to appeal denial of a grievance in Step 3, a Council or International representative of the Union shall, within thirty (30) calendar days after the date of the Employer's disposition in Step 3, notify the City in writing that it elects to take the matter to arbitration.

In the event the City and the Union are unable to agree on an impartial arbitrator, the arbitrator will be selected from a list of arbitrators submitted by the Federal Mediation and Conciliation Service. A list of five (5) arbitrators will be requested from the Federal Mediation and Conciliation Service, with each party having the right to strike two (2) names. The arbitrator remaining on the list shall serve as the independent arbitrator.

The Employer, the Union and the independent arbitrator shall be subject to the following, which shall control if there is conflict with a rule of the Federal Mediation and Conciliation Service:

(1) The Arbitrator shall be empowered to rule only on a grievance which involves an interpretation or application of this Agreement.

(2) The Arbitrator shall not add to, subtract from, ignore or change any of the provisions of this Agreement.

(3) It shall not be within the jurisdiction of the Arbitrator to change an existing wage rate, or to establish a new wage rate, not to rule on the Employer's rights to manage and direct its work force unless there is contained in this Agreement a specific and explicit limitation of those rights, nor to infer from any provisions of this Agreement any limitation of those rights.

(4) Each party shall furnish to the Arbitrator and to the other party whatever facts or material the Arbitrator may require to properly weight the merits of the grievance.

(5) The Service's Administrative fee and other charges and the Arbitrator's charges for his services and expenses shall be shared equally by the Employer and the Union.

(6) The Arbitrator's decision, on an arbitrable matter within his jurisdiction, shall be final and binding on the employees, Union and City. Provided, however, either party reserves its legal rights if the arbitrator has exceeded his authority or the arbitration award resulted from unlawful circumstances.

Section 6.3. General. It is understood and agreed that any grievance settlement arrived at hereunder, between the City and the Union, is binding upon both parties and cannot be changed by any individual employee.

If the City representative in Step 1 or in Step 2 fails to provide disposition of a grievance within any time limit set forth for him herein, the grievance shall be automatically advanced to the next step, Step 2 or Step 3, respectively.

For working time necessarily spent in investigating a grievance which an employee has already submitted to the grievance procedure above provided, or in discussing such a grievance with a representative (or representatives) of the City, Stewards and the Unit Chairman shall be paid, at their regular, straight-time rate, for those hours during which they would otherwise have been at work for the City, it being agreed that such investigation or discussion shall be performed with a minimum of interference with work assignments and loss of working time. In no event shall any such Union representative leave his work for such purpose before first notifying his Supervisor and turning his work over to a replacement who shall be provided by the Supervisor as promptly as is practicable under the circumstances.

It is agreed that any grievance must be brought up within five (5) working days after it might, reasonably, have become known to exist. In any event, no grievance claim shall be valid for a period prior to the date such claim was first filed in writing in the grievance procedure above provided. Back pay shall be limited to the amount of the wages the employee would have earned, within the foregoing limitation, less any amount received by him from employment, self-employment, or unemployment compensation.

DISCHARGE AND SUSPENSION

Section 7.1. Notice of Discharge or Suspension. The Employer agrees promptly upon the discharge or suspension of an employee to notify in writing the Steward in the department of the discharge or suspension.

Section 7.2. The discharged or suspended employee will be allowed to discuss his discharge or suspension with the Steward of the department, and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or suspension with the employee and the Steward.

Section 7.3. Appeal of Discharge or Suspension. Should the discharged or suspended employee or the Steward consider the discharge or suspension to be improper, a grievance may be filed in writing at Step Two (2) of the grievance procedure within two (2) regularly scheduled working days of the discharge. In the event no grievance is filed within that period, the matter shall be deemed dropped by the employee and the Union.

Section 7.4. Use of Past Record. The Employer will not base disciplinary action, in whole or in part, on any rule infractions occurring more than two (2) years prior to the date of discipline, provided, the employee has maintained an infraction free record during the preceding two years. It is understood, however, that a significantly serious falsification of an Employment Application may be grounds for dismissal at the time it is discovered or reported by the City.

SENIORITY

Section 8.1. Seniority Definition. Seniority is defined as length of continuous service with the City since the employee's most recent date of hire, and seniority shall commence after the employee completes the probationary period hereinafter provided for. Seniority shall be applied only as specifically set forth in this Agreement.

Section 8.2. Seniority Lists. Promptly following the effective date of this Agreement, but no later than thirty (30) days thereafter, the City shall post a list of the employees covered hereby, in seniority order, according to its records - most senior employees being listed first.

Semi-annually after the date of such initial posting, for the duration of this Agreement, the City will, upon request, furnish to the Union a copy of a list of the employees covered hereby, in seniority order, most senior employee appearing first.

It shall be the responsibility of each employee to check such later list and to notify the City of any alleged error therein. Disputes as to the correctness of seniority shown on the list, so presented, shall be subject to the grievance procedure herein, if not amicably resolved.

If effecting personnel changes, the City shall be entitled to rely on such posted lists. If an employee shall so notify the City of the existence of error in the current list at the time of, or following, such a personnel change, and it is agreed that error exists, the City shall incur no liability for any erroneous personnel change until the end of the fifth (5th) working day following the day on which the employee so notifies the City of such error.

Section 8.3. Probationary Employees. All employees shall be considered to be on probation, and shall have no seniority for twelve (12) calendar months of continuous employment following the first day of work for the Department. If an employee is off work for more than fourteen (14) work days during the probationary period, the probationary period will be extended by the amount of time the employee was absent from work.

If an employee who is laid off during his probationary period is returned to work by the Department and works at least one (1) calendar month, he shall be credited with such period of work toward completion of his probationary period. If he so completes a total of twelve (12) months of work within an eighteen (18) month period, he shall be deemed to have completed his probationary period.

Probationary employees may be discharged or terminated in the City's sole discretion and there shall be no recourse to the grievance and arbitration procedure, and the City shall have no obligation to re-employ an employee who is laid off, discharged, or terminated during his probationary period.

Section 8.4. Seniority Status. Upon an employee's completion of the probationary period, he shall acquire seniority, and he shall be placed upon the seniority list with a date to coincide with his date of last hire. As between any two (2) or more employees who have the same seniority date, seniority shall be determined by the drawing of lots.

Section 8.5. Seniority Employees Transferred Outside The Bargaining Unit. If an employee is transferred to a position with the City which is not included in the unit covered hereby, and he is thereafter transferred again to a position within such unit by the City, he shall be deemed to have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement; provided, however, that the City shall be the exclusive judge as to whether or not an employee in a non-bargaining unit position shall be transferred into a bargaining unit position.

Section 8.6. Temporary Employees. Temporary employees, including C.E.T.A. or other State or Federally-funded employees, will not be covered by, nor subject to, any provision of this entire Agreement. The City agrees not to abuse the right to hire temporary employees.

APPLICATION OF SENIORITY

Section 9.1. Basic Principle. Seniority shall be applied in layoffs and recalls when the employees under consideration each have the skill and ability to perform the job available.

Section 9.2. Temporary Transfers. If, in the opinion of the City, there is a temporary surplus or deficiency of employees in any job covered hereby, the City shall have the right temporarily to assign an employee to another job for which it deems he is qualified, with no change in rate or classifications.

Section 9.3. Permanent Transfers and Promotions. Promotions within the Fire Department bargaining unit shall be based on the following rating schedule:

- (a) 35 points for a written examination, set up and administered by the City. Must pass the examination by a score of at least 60% to be considered.
- (b) 15 points for experience. 1 point for each year up to 10 years and 1/2 point for each year after 10 and up to 20 years total.
- (c) Performance rating: 10 points of rating to be done by the Fire Chief of Big Rapids and 10 points of rating to be done by the immediate supervisor (presently the Assistant Chief of Fire Department or City Manager). Total performance rating of 20 points.
- (d) 30 points for an oral examination. This examination would be administered by three Fire Department officers selected by the City from jurisdiction outside Mecosta County.

Total points = 100.

A Fireman must have four (4) years of experience with the Big Rapids Fire Department before consideration for promotion provided, however, that there must be at least three (3) successful candidates for each promotion after taking the written examination. If there are not three (3) successful candidates, then additional candidates will be added in order of seniority, until there are three successful candidates in total.

Section 9.4. Layoff Procedure. Whenever it becomes necessary to lay off any employees, the City will notify the employees seven (7) calendar days in advance of the layoff if the layoff is expected to exceed seven (7) calendar days in duration. The following procedure shall be used:

(a) The employee in the classification with the least seniority will be laid off first and so on, within the classification, providing the remaining employees in the classification have the skill and ability and qualifications to do the required work.

Employees laid off from their classification may exercise seniority to displace a junior employee in any lower job classification for which the laid-off employee has the skill and ability to do the work satisfactorily with normal supervision but without any additional training.

Ability to do the work satisfactorily is interpreted to mean the employee's ability to meet quality and quantity of workmanship or efficiency of an average operator on the type of work, within his or her first three (3) working days on the new job.

An employee may exercise seniority to bump into a different classification only once during any one layoff. If that employee is unable to perform the job within three (3) days under the preceding paragraph, said employee shall not have any further bumping rights but shall be laid off.

(b) Employees laid off shall continue on layoff status until recalled according to seniority.

Section 9.5. Recall. When the work force is increased after a layoff, the following procedure will be followed:

If an increase in a job classification is necessary, recall of laid-off employees will be made in order of seniority, the most senior employee being recalled first, whether such employee is on layoff status or has been transferred to another lower-rated job classification in lieu of layoff.

Section 9.6. Procedure to Accomplish Recall. When employees laid off are to be recalled, the following method will be used by the Employer:

(a) The employee or his spouse will be called by telephone, or notified in person of his recall and the date on which he is to return to work.

(b) If an employee cannot be contacted personally under subparagraph (a) above, the Employer will send a certified letter notifying the employee of his recall to work and the date of his return. This will be done even if the employee's spouse is contacted.

(c) Any employee notified in accordance with subparagraph (a) or (b) above, who fails to report for work within the time limits set forth in Section 10.1 (f) of the contract shall be considered to have quit.

If the date given in the recall notice is a date beyond the end of the three (3) working-day period specified above, the employee shall have until the end of the shift on the day specified to report before being considered as a quit.

It is the employee's responsibility to maintain his correct address and telephone number on file with the City and the City shall not assume any responsibility in the event notices are not received because the last address or telephone number is not correct; provided, in the event of a layoff, a layoff slip will be issued and will contain the name, address and telephone number of the employee. A copy of this slip will be signed by the employee and retained by the City.

Section 9.7 Should an employee regularly employed by the City of Big Rapids as a fire fighter be incapacitated due to accident, illness or casualty, or through no fault of his own, be unable to perform his regular duties, he shall, if qualified, before or after some training by the City of Big Rapids, be given every consideration to fill any opening or position with the City of Big Rapids, provided that filling of such a duty or position does not conflict with any other contract between the City of Big Rapids and other departments of the City. Any permanent employee with such an incapacity will be given consideration to fill such duty or position over and above any part-time employee or possible new candidate for the duty or position.

LOSS OF SENIORITY

Section 10.1. General Rules. An employee covered by this Agreement shall cease to have seniority and shall have his name removed from the seniority list, in the event:

- (a) He is discharged for just cause and the discharge is not reversed; or
- (b) He retires; or
- (c) He quits; or
- (d) He accepts employment elsewhere while on a leave of absence (other than a Union business leave of absence), or is self-employed for the purpose of making a profit, during a leave of absence; or
- (e) He fails to report for work within three (3) working days after expiration of a leave of absence; or
- (f) He fails to report for work within three (3) working days after he is notified to do so in person, by telephone, or by telegram or by certified or registered mail sent to his address of record with the City; or

provided that, in the case of notice given in person or by telephone, the City shall promptly thereafter give to the Local Chapter Chairman a memorandum, in writing, that it has given such notice; or

- (g) He is absent from work, without permission, for three (3) consecutive scheduled workdays.

Section 10.2. Exceptions to Above General Rules. An employee whose name is removed from the seniority list for any of the reasons listed (b) through (h) above, shall be deemed to have quit, subject only to the following exception:

If an employee fails within situation (f), (g), or (h) and his failure to report or his absence from work is on account of illness or injury or other serious reason beyond his control, he may retain his seniority if he has notified the City of such reason by certified mail, or by telegram, before the expiration of the three (3) day period in the case of (f) or (g), or before the end of his scheduled shift on the third (3rd) working day in the case of (h).

It is recognized that the City may require substantiation of the reason given by an employee under which he claims exception as above. If the reason is not substantiated upon such request, to the satisfaction of the City, and the City determines that the employee's loss of seniority shall stand, the employee may appeal the determination of the City to the grievance procedure herein provided.

WAGE RATES

Section 11.1. Wages and Classifications. Job classifications and annual rates of pay for work presently performed by covered employees are set forth in Appendix "A", attached hereto and made a part hereof.

HOURS OF WORK

Section 12.1. Workday and Workweek. This Section defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week, except that employees shall be paid for all hours they are required by the City to remain on the job.

(a) A fire fighter's workweek shall be as is required to operate a three (3) platoon system, with an average 56 hours per week per man, computed over a period of one (1) calendar year.

(b) "Day" shall mean a scheduled period of twenty-four (24) consecutive hours of duty.

Section 12.2. Overtime.

(a) Twenty-four (24) hour overtime duty shall be paid at the rate of one and one-half (1-1/2) times the employee's rate of pay. Otherwise, overtime shall be paid at the rate of two (2) times the employee's straight time rate of pay.

(b) Eight (8) hour workday employees shall be paid overtime at the rate of one and one-half (1-1/2) times the employee's regular straight time rate of pay for all work in excess of their regular workday.

Section 12.3. Shift Scheduling. The City reserves the right to establish shift starting and quitting times. the Union will be notified at least seven (7) calendar days in advance of general changes in starting and quitting times. Such general changes will be discussed at a special conference between the Union representatives and the City.

Section 12.4. Nothing in this Contract shall guarantee any number of hours of work, nor shall there be any limitation of the City's right to schedule or require reasonable amounts of overtime.

All employees shall be required to work a reasonable amount of overtime when requested by their Supervisor under the following procedure. If employees in a classification are asked to work overtime voluntarily, from senior to junior employees, and refuse, or sufficient employees do not accept, then overtime will be assigned starting with the junior employees with the necessary skill and ability on up until there are enough people, and overtime shall be required of those selected.

Section 12.5. Call Back. Employees called back for overtime duty shall be guaranteed at least two (2) hours of overtime pay at double (2) their regular rate. This section shall not apply to employees who continue work after the end of their normal workday.

Section 12.6. Overtime premiums shall not be pyramided for any hour of work.

HOLIDAYS

Section 13.1. Holiday Pay. For purposes of this Agreement, all holidays shall commence as of 12:01 a.m. on the following days:

New Year's Day - January 1
Washington's Birthday - third Monday in February
Memorial Day - May 30
Independence Day - July 4
Labor Day - first Monday in September
Veteran's Day - November 11
Thanksgiving Day - Fourth Thursday in November
Christmas Day - December 25

Section 13.2. Holiday Eligibility. Employee eligibility for holiday benefits is subject to the following requirements:

- (a) The employee shall have been active on the City's payroll for at least ninety (90) calendar days immediately preceding the holiday involved as a regular full-time employee.
- (b) An employee shall work his normally scheduled workday immediately preceding and his normally scheduled workday immediately succeeding the holiday involved.
- (c) An employee who is scheduled to work on a holiday and does not work his scheduled workday or is not on an approved leave from work shall receive holiday benefits.

- (d) An employee shall be considered to have worked on a holiday if more than one-half (1/2) of his scheduled workday falls during the twenty-four (24) hour holiday period.

Section 13.3. Holiday Benefits.

- (A) Twenty-four (24) hour workday employees shall receive holiday pay at their regular straight time rate of pay. If the holiday falls on his scheduled workday, he shall receive twenty-four (24) hours off at a mutually convenient time. If the holiday falls on an eligible employee's scheduled day off, he shall receive sixteen (16) hours off at a mutually convenient time.

The accumulation of holiday benefits (compensatory time) shall not exceed one hundred ninety-two (192) hours. An employee that exceeds the maximum accumulation, due to a holiday, shall have sixty (60) calendar days after the holiday in which to use the compensatory time or it will be lost.

- (b) Eight (8) hour workday employees shall receive holiday pay at their regular straight time rate of pay.

When a holiday falls on a Saturday or Sunday, the Friday before or the Monday after the holiday shall be considered as the holiday as determined by the City.

VACATIONS

Section 14.1. Vacation Eligibility. An employee is eligible for the following vacation pay:

- (a) Two (2) weeks pay after one (1) year of seniority.
(b) Three (3) weeks pay after seven (7) years of seniority.
(c) Four (4) weeks pay after fourteen (14) years of seniority.

Vacations shall be earned at the rate of three (3) working days for the first week of vacation and two (2) working days for the second week of vacation in any vacation year.

For employees entitled to a third week of vacation in any vacation year, the third week shall be earned at the rate of three (3) working days if the third week is not taken consecutively with the first two weeks. If the three weeks are taken consecutively, the third week shall consist of two (2) working days only.

For employees entitled to a fourth week of vacation in any vacation year, the fourth week shall be earned at the rate of two (2) working days if the fourth week is not taken consecutively with the first three weeks. If the four weeks are taken consecutively, the fourth week shall consist of three (3) working days only.

Only customary and usual tour of duty days are to be construed as vacation time of any particular employee, and only such usual and customary tour of duty days are to be deducted from the employee's earned vacation for any particular year, whether employee takes one, two, three or more days off at any one time, vacations to be taken after permission of Fire Chief who shall allow said vacation at a time when employees may take their vacations in consecutive weeks.

To be eligible for full vacation pay, an employee must have been a full-time employee and received pay during all available work hours during the year preceding his anniversary date or have received a paid leave during the same period. If an employee has any unpaid time during his twelve (12) calendar months preceding his anniversary date, his vacation pay will be pro-rated accordingly.

Any employee with less than one (1) year of service whose employment is terminated, or any employee who is discharged for cause, waives his right to any accumulated vacation time. All other employees with one or more years of service whose employment is terminated will be entitled to all vacation time accumulated to the termination date in that vacation year.

Vacations will be scheduled by supervision at mutually convenient times subject to the employee needs of the particular operation. Seniority will be honored in ranking employee requests for particular vacation weeks, provided proper advance notice has been given.

If a holiday falls within the week during which an employee is on authorized vacation, he will be treated in accordance with Section 13.2(C).

Vacation pay shall be computed on the basis of the employee's rate at the time the vacation is taken. An employee will be given his vacation pay with the weekly paycheck he receives immediately preceding his vacation.

All vacation earned as of the employee's anniversary date must be taken during the following twelve (12) months or it will be forfeited, except, however, that if due to manpower shortage due to illness, injury or other reasons that prevent an employee from taking his vacation, the vacation will not be forfeited.

INSURANCE

Section 15.1. Hospitalization Insurance. The City agrees to furnish hospitalization, insurance comparable to Blue Cross/Blue Shield MVF-1 coverage with DCCR/DC, IMB/OB and ML Riders for the employee and his dependents (immediate family living in the household). The full cost of this policy shall be borne by the City.

Section 15.2. Life Insurance. The Employer shall carry a \$10,000 Life Insurance policy with \$20,000 of Accidental Death and Dismemberment coverage for each employee. The full cost of this policy shall be borne by the Employer. All employees shall be eligible for this insurance after completing thirty (30) calendar days of employment with the Employer.

UNPAID LEAVES OF ABSENCE

Section 16.1. Military Service Leave. The Employer and the Union agree that the matter of leave of absence for an employee during the period of his military service with the Armed Forces of the United States, and of his reinstatement thereafter, shall be governed by applicable statutes.

Section 16.2. Personal Business Leave. An employee shall have the right to make written application for leave of absence for a period of up to one (1) calendar month, for personal reason(s) of persuasive nature which shall be stated in the application. Granting of such leave shall be in the discretion of the City. If the leave is granted, seniority shall be retained and accumulated during the period of leave.

Extension of a personal business leave of absence may be granted, in the discretion of the Employer, for a further period or periods, to a total period of not to exceed six (6) calendar months. During such an extension or extensions, seniority shall be retained, but it shall not be accumulated.

Section 16.3. Sick Leave. An employee who is ill or suffers an injury necessitating absence from work will be granted a sick leave of absence for a period of up to one (1) year. Such leave, and any extension(s) thereof, may be granted for like cause. Seniority shall be retained and accumulated during the first twelve (12) months of sick leave of absence. An employee who is off on a sick leave of absence shall have the right to bump back to his old job if he was on a sick leave caused by an injury arising in the line of duty. If an employee is on a sick leave for any other reason for three (3) months or less, he shall have the right to bump back to his old classification. All other employees shall have preferential seniority.

An employee applying for or returning from a sick leave of absence may be required by the City to furnish a physician's statement as to his condition to be able to perform the required work.

Section 16.4. Union Business Leave. An employee covered hereby who is elected or appointed to a full-time office in the Union, the fulfillment of the duties of which requires a leave of absence, shall be granted a leave of absence for his term of office. Seniority shall be accumulated during the first twelve (12) months of such a leave of absence, and retained thereafter.

One member of the Union elected to attend a function of the International Union, such as conventions or educational conferences, shall be allowed time off without pay to attend such conferences and/or conventions. Such leave shall not exceed one (1) calendar week in duration.

A request for Union business leave of absence shall be in writing, shall be submitted by the President of the Union's Council, shall be submitted to the City, and shall state the general purpose for which Union business leave is requested.

Section 16.5. Paid Union Business. Each officer of the Firefighters' Association shall receive two (2) days off with pay, not to exceed a total of six (6) days per contract year for the Department for Union Business. If more than one officer is on the same shift, only one officer may be off at any one time.

UNION BULLETIN BOARDS

Section 17.1. Bulletin Boards. The Employer will provide a bulletin board in each department which may be used by the Union for posting notices of the following types.

- (a) Notices of recreational and social events.
- (b) Notices of elections.
- (c) Notices of results of elections.
- (d) Notices of meetings.

RATES FOR NEW JOBS

Section 18.1. When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a permanent classification and rate structure. Wages, hours and conditions of that new classification shall be the subject of collective bargaining between the parties.

WRITTEN AGREEMENTS

Section 19.1. Other Agreements. There are no understandings or agreements or past practices which are binding on either the City or the Union other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding on either the City or the Union until it has been put in writing and signed by both the City and the Union.

STRIKES, WORK INTERRUPTIONS

Section 20.1. The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. The Union, therefore, agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket Employer's premises. The Union further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with the services of the Employer.

The Employer may, at its option, discipline, including discharge, any or all employees violating any provision of the first paragraph of this Section.

During the term of this Agreement, the Employer shall not cause, permit or engage in any lockout of its employees.

Both the Employer and the Union reserve all rights to seek legal redress for any violation of this Section. Nothing contained in this Section shall be construed as a waiver of any such right to which either party is entitled.

SICK LEAVE

Section 21.1. Sick Leave Credit.

(a) Each regular full-time twenty-four (24) hour workday employee shall accumulate and be credited with six and one-half (6-1/2) workdays of sick leave per year to be credited at the rate of one-quarter (1/4) working day for each scheduled and fully completed bi-weekly payroll period with a maximum accrual of seventy-two (72) working days.

(b) Each regular full-time eight (8) hour workday employee shall accumulate and be credited with twelve (12) workdays of sick leave per year to be credited at the rate of one (1) workday per month with a maximum accrual of ninety (90) working days.

(c) A (24-hour duty) firefighter who has accumulated thirty-six (36) sick leave days shall be eligible to receive fifty percent (50%) of that time at his then current rate of pay upon death or retirement. Each regular full-time eight (8) hour workday employee who has accumulated forty-five (45) sick leave days shall be eligible to receive fifty percent (50%) of that time at his then current rate of pay upon death or retirement.

Section 21.2. All regular full-time employees may use their sick leave credit in any month of the year in which they are scheduled to be on the payroll, but only for the number of working days in such month for which they are scheduled to be on duty at the City. Any utilization of sick leave allowance by an employee must have the approval of management or designated supervisor.

Section 21.3. All absences of employees due to illness or injury (non-compensable) will be debited against the employee's record. An employee will be considered absent if he fails to appear for his regularly scheduled duties for one (1) hour or more because of illness or injury, and his sick leave credit will be debited for the time he is absent from work.

Section 21.4. Each employee desiring consideration for sick leave benefits may be required by management to file either a physician's statement or a sworn affidavit, whichever is requested by management, that the claim of absence for any of the reasons stated above is bona fide. Until such statement is filed, if requested, all absences will be considered as lost time, and the employee's pay will be reduced accordingly.

Section 21.5. Whenever an employee on sick leave has used up all of his sick leave credit, he will be removed from the payroll unless a sick leave of absence has been approved.

Section 21.6. Records and Reports.

(a) The payroll office shall maintain an official sick leave record on all employees. The record shall be credited with earned sick leave credit monthly and debited periodically as sick leave benefits are used. The Department Head is charged with the responsibility of reporting to the payroll office of the City on each payroll report all absences which are chargeable against sick leave credit. This will be the original record from which the payroll office will secure the information from the permanent record.

(b) Employees must notify their immediate supervisor, at the earliest opportunity, when they will be off work because of illness. All such calls must be made to the immediate supervisor no later than one hour prior to the beginning of their shift, except that calls up to the starting time of their shift will be given consideration by management in proven extreme emergency situations.

Section 21.7. An employee may use his accumulated sick leave benefits in conjunction with worker's compensation benefits to comprise his normal bi-weekly income as a City employee. The requirements of Sections 21.3 and 21.4 shall apply.

Section 21.8. An employee who is required to be absent from work due to serious illness in the immediate family, i.e., spouse, children, and parents, may use accumulated sick leave benefits for this purpose. The requirements of Section 21.3 shall apply.

BEREAVEMENT PAY

Section 22.1. Funeral Leave. An employee who is absent from work due to the death of a member of his immediate family shall be entitled to a paid funeral leave of not to exceed two (2) regularly scheduled working days. Pay shall be at straight time hourly rates for the hours lost due to the leave. For this purpose, "immediate family" shall be defined as spouse, child, stepchild, parent, sister, brother or parent of spouse, grandparent, brother-in-law, or sister-in-law. Step-parents, step-brothers, and step-sisters shall also be included above if the step-relationship began before the employee reached his nineteenth (19th) birthday.

An employee who is absent from work due to serving as a pallbearer shall be entitled to use accumulated sick leave for this purpose.

LONGEVITY

Section 23.1. Longevity. Longevity will be paid under the following schedule:

After completion of five (5) years' continuous service	\$300
After completion of ten (10) years' continuous service	\$400
After completion of twenty (20) years' continuous service	\$600

To be eligible to receive longevity payments, an employee must be employed by the City on December 1. Pro-rated payment on a monthly basis (1/2 or more of a month shall be considered as an entire month) shall be made to those employees who retire under the City's Retirement Plan prior to December 1 of any year thereafter. In case of death, longevity payments shall be made to the dependents as indicated above. Such pro-rata payments shall be made as soon as practicable thereafter.

MISCELLANEOUS

Section 24.1. Uniforms and Shoes. Employees shall receive uniforms in accordance with the policy established by the City. The City shall also furnish uniform shoes or boots (employee option), not to exceed one (1) pair per year in accordance with the style and specifications as determined by the City.

Section 24.2. Residency. All fire fighter employees shall live within a five (5) mile radius of the City of Big Rapids. Any employee that lives outside the five (5) mile radius as of July 1, 1975 shall be able to continue to live at that address. If an employee moves from that address, he shall be required to conform to the above clause requirement of living within the five (5) mile radius of the City.

Section 24.3. Food Allowance. A food allowance for each employee each contract year shall be in the amount of \$400. Payments shall be in equal installments on July 1 and January 1 of each year.

Section 24.4. All Fire employees shall be required to maintain present yard and sidewalks around the existing City Hall.

Section 24.5. EKG Examination. All employees shall receive an EKG and chest X-ray examination every two (2) years fully paid by the City.

Section 24.6. Retirement Plan. Each employee will be covered by the Act 345 Retirement System Plan. Service retirement benefits shall provide for a straight life pension of 2-1/2 percent (.025) of three year Average Final Compensation; plus 2 percent (.02) of AFC for credited service, if any, in excess of 25 years. Effective July 1, 1989, each employee shall contribute six percent (6%) of his or her gross wages toward the established pension plan.

Section 24.7. Dry Cleaning. Provide dry cleaning on a need basis for dress uniform and driving coats.

TERM OF THIS AGREEMENT

Section 25.1. Termination. This agreement shall become effective July 1, 1988 and shall continue in full force and effect until midnight June 30, 1991, a.m. and for successive annual periods thereafter unless, at least sixty (60) days prior to the end of its original term or of any annual period thereafter, either party shall serve upon the other written notice that it desires to terminate, modify, alter, re-negotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, re-negotiate or change, or any combination thereof, shall have the effect of terminating this Agreement in its entirety on the expiration date in the same manner as a notice of desire to terminate unless, before such date of termination, all subjects of amendment

proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment. In the event of the notice above referred to, the parties shall begin to hold negotiation meetings no later than forty-five (45) days prior to the termination date.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this
18th day of December, 1989.

THE CITY OF BIG RAPIDS,
MICHIGAN

Jean M. Waddell
Mayor

James P. Murphy
City Manager

Roberta B. Cline
City Clerk

INTERNATIONAL FIREFIGHTERS'
ASSOCIATION, LOCAL NO. 1776

Joseph E. Carroll
President

Daniel S. McDonald
Secretary

APPENDIX "A"

CLASSIFICATIONS AND WAGE RATES

The following rates will be in effect following the first pay period on or after the date(s) indicated below:

After July 1, 1988:

<u>Classification</u>	<u>Start</u>	<u>After 6 Months</u>	<u>After 1 year</u>	<u>After 2 years</u>	<u>After 3 years</u>
Firefighter	\$18,596	\$19,170	\$19,658	\$20,589	\$21,404
Captain					\$22,742

After July 1, 1989:

<u>Classification</u>	<u>Start</u>	<u>After 6 Months</u>	<u>After 1 year</u>	<u>After 2 years</u>	<u>After 3 years</u>
Firefighter	\$19,526	\$20,129	\$20,641	\$21,618	\$22,474
Captain					\$23,879

After July 1, 1990:

<u>Classification</u>	<u>Start</u>	<u>After 6 Months</u>	<u>After 1 year</u>	<u>After 2 years</u>	<u>After 3 years</u>
Firefighter	\$20,502	\$21,135	\$21,673	\$22,699	\$23,598
Captain					\$25,073

NOTE:

- (a) Each employee will go to the next salary step on the beginning of the payroll period next following his anniversary date.
- (b) All employees who have three (3) years or more of service of July 1 or any years will receive the Firefighter's rate of pay.

LETTER OF UNDERSTANDING

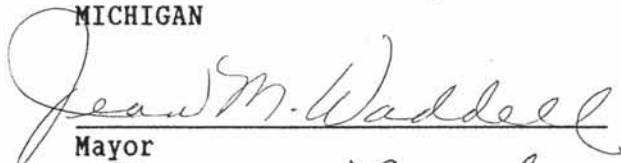
DATED:

RE: Sick Leave Credit, Section 21.1 (c)


The parties to the Agreement mutually agree as follows:

- (1) Each regular full-time twenty-four (24) hour workday employee who has accumulated a minimum of thirty-six (36) sick leave days shall be eligible to receive fifty percent (50%) of that time up to and including the maximum accrual of seventy-two (72) working days at his then current rate of pay upon death or retirement.
- (2) Each regular full-time eight (8) hour workday employee who accumulated a minimum of forty-five (45) sick leave days shall be eligible to receive fifty percent (50%) of that time up to and including the maximum accrual of ninety (90) working days at his then current rate of pay upon death or retirement.

THE CITY OF BIG RAPIDS,
MICHIGAN

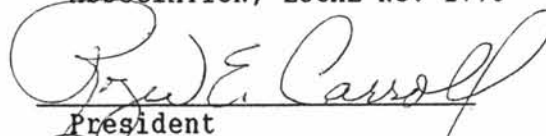


Mayor

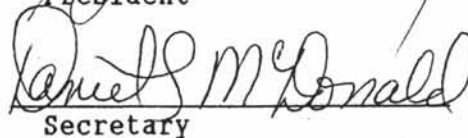


City Manager

INTERNATIONAL FIREFIGHTERS'
ASSOCIATION, LOCAL NO. 1776



President



Secretary