

12/31/89

A G R E E M E N T

BUENA VISTA CHARTER TOWNSHIP

AND

TEAMSTERS STATE COUNTY AND MUNICIPAL

WORKERS LOCAL 214

AFFILIATED WITH THE

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

CHAUFFEURS, WAREHOUSEMEN AND HELPERS

OF AMERICA

*Buena Vista Charter Township*

**LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University**

January 1, 1987 - December 31, 1989

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## I. UNION RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, Buena Vista Charter Township hereby recognizes Teamsters State, County and Municipal Workers Local 214 affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America as the exclusive bargaining representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment for the following bargaining unit:

ALL FULL-TIME FIREFIGHTERS EMPLOYED BY BUENA VISTA CHARTER TOWNSHIP; excluding Fire Chief, part-time employees, and all other employees.

## II. MANAGEMENT RIGHTS

It is understood and agreed that except as otherwise provided in this Agreement, Management retains all the rights, power and authority it had prior to the execution of this Agreement. Further, all rights to manage, direct and supervise the operations of the Buena Vista Charter Township Fire Department and its employees are vested solely and exclusively in the Employer.

Without limiting the generality of the above statement, these rights include:

- (a) the full and exclusive right to hire, promote, demote, discharge and discipline;
- (b) the right to determine the kind and quality of services to be rendered and the manner in which they will be provided with proper training and equipment;
- (c) the right to determine how many employees it will employ or retain in various bargaining units, positions or capacities, and the size and composition of the work force;

- (d) the right to organize, direct and supervise the bargaining unit in the performance of its job duties and responsibilities;
- (e) the right to establish quality and job performance standards and to judge and evaluate each employee's job performance under said standard;
- (f) the right to establish the number of shifts to be worked, and the hours of each shift, including the starting and quitting time;
- (g) the organization and duties of management personnel, including the selection of employees for promotion to supervisory, managerial and nonbargaining unit positions;
- (h) the right to curtail or suspend all or any part of its operation temporarily or permanently;
- (i) the right to discipline, suspend, discharge, or take other disciplinary action, for just cause, and
- (j) the right to enforce those reasonable rules and regulations now in effect and which it may promulgate from time to time.

It is further agreed that the above detailed enumeration of management rights shall in no way be deemed to exclude any other management prerogatives that may not have been specifically enumerated.

### III. GENERAL

#### Section 1

With the advance permission of the Township Manager or Fire Chief, the proper accredited union representative may be admitted to the Fire Station for the purpose of conferring on matters relating to the collective bargaining agreement between the Union and Employer. Such representative shall not interfere with the peaceful operation of the Fire Department.

## Section 2

The Union shall have the right to examine time sheets and other relevant records pertaining to the computation of compensation of any employee whose pay is in dispute.

## Section 3

The parties agree that records of service will be kept in the employee's personnel file and citations will be awarded in instances of meritorious performance above and beyond the call of duty. The employee shall, upon request, in the presence of the Employer, have access to his personnel file.

## Section 4

The Employer will provide to the Employee such legal assistance as will be required when civil action is brought against an employee as a result of the acts occurring when and while said employee is in the performance of his duties and responsibilities, provided that notification is immediately given to the Employer that service of process was made upon the employee.

## Section 5

The Employer shall pay the tuition, expenses, and provide proper transportation for training schools as assigned. Any employee designated to attend training schools benefiting both the Township and the employee shall be renumerated at their regular rate of pay. Employees will also receive mileage at a rate established uniformly by the I.R.S., if the class is held outside Buena Vista and if transportation is not otherwise available.

## Section 6

The Employer will provide a bulletin board in the facility where employees hereunder are employed for the posting of seniority and vacation lists and for the use of the Union and the Employer. Only official notices are to be posted and must have the signature of the Union Business Representative or Steward for the Union. The Union will promptly remove from such bulletin board, upon written request from the Employer, any material which is detrimental to the Union-Employer relationship.

#### Section 7

The Employer shall furnish all equipment it deems necessary to the employees to perform their respective work assignments. The employer agrees it shall not reduce those items of equipment and clothing now being supplied and shall keep all equipment in safe operating condition.

#### Section 8

Should it be required that any employee be bonded, any premium involved shall be paid by the Employer.

#### Section 9

Employees of the bargaining unit who may be required to appear in court on actions related to their work, on days off or other authorized off-duty time, will be paid a minimum of three (3) hours at time and one-half (1 1/2).

#### Section 10

Whenever an employee is requested by the Employer to use his own personal vehicle in the line of duty and on the business of the Employer, he shall be reimbursed at the rate of fifteen cents (15) per mile.

#### Section 11

An employee involved in any accident shall immediately report said accident and any physical injury sustained. An employee shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with these provisions shall subject each employee to disciplinary action by the Employer. An employee who is injured while on the job and cannot continue to work will be paid for the remainder of his shift.

#### Section 12

All hours paid to an employee, exclusive of overtime, shall be considered as hours worked for the purpose of computing fringe benefits under this Agreement.

### Section 13

The Employer shall provide for bi-weekly pay periods. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose. Pay day will be every other Thursday.

### Section 14

The Union shall have the right to examine the time sheets and time cards of the Employer pertaining to the computation of compensation for an employee who has submitted a specific grievance relative to such compensation. Upon request by the Union, such records shall be furnished by the Employer for inspection.

### Section 15

The Employer will not assign part-time or temporary personnel where it replaces a regular employee during the layoff of a regular employee or for the purpose of avoiding overtime to regular employees, unless they refuse.

## IV. DRIVER'S LICENSE REQUIREMENT

### Section 1

All bargaining unit employees as a condition of employment must possess and maintain a valid Michigan Driver's License.

### Section 2

If an individual employee's job classification requires a Michigan Chauffeurs License, the relevant employee must obtain and maintain such a license as a condition of employment. In those cases where the employee's job classification requires a Michigan Chauffeurs License, the Employer shall reimburse the employee for the difference between the cost of a Michigan Chauffeurs License and a Michigan Driver's License.



## V. UNION SECURITY

### Section 1 Agency Shop

As a condition of continued employment, all employees included in the collective bargaining unit set forth in Article I, thirty-one (31) days after the start of their employment with the Township shall either become members of the Union and pay to the Union the dues and initiation fees uniformly required of all Union members, or pay to the Union a service fee equivalent to the periodic dues uniformly required of all Union members.

### Section 2 Union Membership

Membershp in the Union is not compulsory and is a matter separate, distinct and apart from an employee's obligation to share equally the cost of administering and negotiating this Agreement. All employees have the right to join, maintain or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required under this Agreement to represent all employees included within the bargaining unit without regard to whether or not the employee is a member of the Union.

### Section 3 Checkoff

- (A) During the life of this Agreement, bargaining unit employees may tender their individual monthly Union dues and initiation fees or the service fee equivalent by voluntarily utilizing the direct payroll deduction method discussed below, or by paying them directly to the Union office located at 2825 Trumbull, Detroit, Michigan 48216.
- (B) Dues and initiation fees will be authorized, levied and certified by the Secretary-Treasurer in accordance with the constitution and By-Laws of the Union. Each employee hereby authorizes the Union and the Employer, without recourse, to rely upon and to honor certificates by the Secretary-Treasurer of the Local Union, regarding the amounts to be deducted and the legality of the adopting action such amounts of the Union dues and/or

initiation fees. The Employer agrees, during the period of this Agreement, to provide this check-off service without charge to the Union.

- (C) A properly executed copy of the written check-off authorization form for each employee for whom dues, initiation and service fees are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Any written authorization which lacks the employee's signature will be returned to the Union by the Employer.
- (D) Deductions for dues, initiation and service fees for any calendar month shall be made from the first day period of that month, provided the employee has sufficient net earnings to cover the dues and/or initiation fees. In the event an employee is absent from work during the first pay period, such deductions shall be made from the first period of the following month together with the deduction for the current month. Deductions for any calendar month shall be remitted to the designated Secretary-Treasurer of the Local Union not later than the thirtieth (30) day of each month.
- (E) In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Union.
- (F) The Union shall notify the Employer, in writing, of the proper amount of dues, initiation and service fees and any subsequent changes in such amounts.
- (G) The Employer will take no action against an individual employee for his/her failure to comply with this Union Security provision, unless the Union request that the appropriate action be taken in writing. The Union shall also simultaneously serve a copy of it's written request on the affected employee via certified mail.

The Union hereby expressly agrees to indemnify and hold the Employer harmless from any liability, claims, lawsuit, and judgments resulting from the Employer's compliance with the Union Security provision of this Agreement.

## VI. HOURS OF WORK AND OVERTIME

- (A) The normal work period shall consist of twenty-eight (28) consecutive days. A work day shall consist of twenty-four (24) consecutive hours. Employees shall receive one and one-half times their regular rate of pay for all hours worked in excess of 212 hours in any designated 28 day work period.
- (B) The Employer shall have the right to establish work schedules and the starting and stopping times each shift. Furthermore, such schedules and starting and stopping times may be changed from time to time by the Employer due to varying operating conditions. The Employer currently anticipates using one of the following two work schedules:

### Schedule 1

Work 1 day (24 hour period - 7:00 a.m. to 7:00 a.m.)

Off 2 days (48 hour period - 7:00 a.m. to 7:00 a.m.)

### Schedule 2

Work 1 day (24 hour period - 7:00 a.m. to 7:00 a.m.)

Off 1 day (24 hour period - 7:00 a.m. to 7:00 a.m.)

Work 1 day (24 hour period - 7:00 a.m. to 7:00 a.m.)

Off 3 days (72 hour period - 7:00 a.m. to 7:00 a.m.)

- (C) Employee attendance at bona fide fire academics or other training facilities, when required by the Employer shall be considered compensable hours of work. However, time spent studying or in other personal pursuits is not compensable. Voluntary attendance at non-required training courses, for the purpose of individual career advancement, shall not be counted as work-time, even though the Employer may pay for all or part of such training.
- (D) Employees shall be permitted to voluntarily trade a tour of duty with another employee with the advance written permission of the Fire Chief or his designated representative. The period in which time is traded and paid back shall not exceed one month. The voluntary trading of worktime among

employees shall have no effect on the earning or computation of overtime.

(E) Employees called back to work after their regularly scheduled workday or prior to their regularly scheduled workday, shall be paid at the rate of one and one-half times their regular rate of pay for any such additional worktime.

## VII. HOLIDAYS

The following thirteen days only shall be recognized as paid holidays:

New Years Day  
Martin Luther King's Birthday  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
The Friday following Thanksgiving Day  
Christmas Eve  
Christmas Day  
New Years Eve

When a holiday falls on a Saturday or Sunday, Management will designate the day Buena Vista Charter Township will observe the holiday.

Each full-time employee shall receive eight hours pay at their regular straight time rate for each of the above-designated holidays providing the following eligibility requirements are met:

- (1) The employee must be on the active payroll in the week in which the holiday is observed; and
- (2) The employee must work his/her regularly scheduled workday prior to the holiday and his/her regularly scheduled workday immediately following the holiday unless on approved leave.

## VIII. FUNERAL LEAVE

In the case of a death in the immediate family, a full-time nonprobationary employee shall be granted a leave of absence with pay for a period not to exceed three (3) work days.

Immediate family is defined as the employee's current spouse, father, mother, child, brother, sister, grandfather, grandmother, grandchild, current father-in-law, and current mother-in-law. Employees are eligible for funeral leave only if they attend the funeral.

#### IX. SALARY RANGES

A copy of the current wage rate for each of the job classifications encompassed by the bargaining unit has been attached as Exhibit I and is hereby incorporated by reference.

The Parties agree that this collective bargaining Agreement will cover the three year period of January 1, 1987 through December 31, 1989. The wage increases described below will be retroactive to January 1, 1987 and will only apply to those bargaining unit members on the Employer's payroll and on active duty at the time that this Agreement is formally executed by the Parties.

Effective January 1, 1987 all bargaining unit members will receive a seven percent (7%) wage increase. Effective January 1, 1988 all bargaining unit members will receive a four percent (4%) wage increase. Effective January 1, 1989 all bargaining unit members will receive a six percent (6%) wage increase.

#### X. INSURANCE AND PENSION

##### Section 1

The Employer agrees to continue to provide each bargaining unit member with life insurance, dental insurance and hospitalization insurance, during the term of this Agreement. All such insurances shall be maintained at their current levels.

##### Section 2    Life Insurance

All bargaining unit members shall continue to receive a Ten Thousand Dollar (\$10,000.00) Life, Accidental Death and Dismemberment Insurance Policy. The

Employer shall continue to pay the entire insurance premium.

Section 3 Dental

The Employer shall continue to provide the Delta Dental Plan of Michigan policy currently in effect or a substantially equivalent dental plan, during the term of this Agreement. The Employer shall continue to pay eighty percent (80%) of the insurance policy premium and the individually enrolled employee shall continue to pay twenty percent (20%) of the premium.

Section 4 Hospitalization

The Employer shall continue to provide the current level of hospitalization benefits through Blue Cross and Blue Shield of Michigan or some other insurance carrier, during the term of this Agreement. The Employer shall continue to pay the entire cost of this insurance coverage.

Section 5 Pension

The Township shall maintain its current pension plan/benefits, during the term of this Agreement. Employees are enrolled in this program twice a year, in January and June. The Employer pays the entire cost of the pension program. The Employer makes a monthly contribution for each eligible employee equal to ten percent (10%) of the employee's monthly base income.

## XI. ANNUAL VACATION LEAVE

(A) Eligibility Requirements and Computation Of Annual Vacation Leave

- I. All nonprobationary employees who have completed a minimum of leave months of continuous employment within the bargaining unit shall be entitled to annual vacation leave. Upon the successful completion of probation, an employee shall be credited with ten (10) days of paid annual vacation leave. A vacation or work day under this Annual Vacation Leave provision shall be equal to 12 hours.

2. All nonprobationary employees who have been employed in the bargaining unit more than one but less than five (5) years shall earn or accrue annual vacation leave at the rate of 1.2 of a work day for each month actually worked up to a limit of ten (10) days per calendar year.
3. All full-time employees with five (5) years of continuous service but less than ten (10) years of continuous service within the bargaining unit shall earn or accrue annual vacation leave at the rate of 1.5 work day for each month actually worked up to a limit of eighteen (18) days per calendar year.
4. All full-time employees with ten (10) or more years of continuous service shall earn or accrue annual vacation leave at the rate of 1.67 work days for each month actually worked up to a limit of twenty (20) days per calendar year.
5. In computing annual vacation leave under this provision, a fraction of one-half ( $\frac{1}{2}$ ) day credit or more shall be considered a full vacation day and a fraction of less than one-half ( $\frac{1}{2}$ ) day shall be forfeited.

(B) Vacations Are Not Cumulative

No vacation time shall be used during the calendar year in which it is earned. All vacation time shall be taken during the course of the calendar year immediately following the calendar year in which it was earned. Vacations are not cumulative and can not be carried over from one calendar year to the next, without the advance written approval of the Township Manager. However, if an employee is required by the Fire Department's manpower needs to reschedule or cancel his/her annual vacation leave and is not able to reschedule it during the relevant calendar year, this prohibition shall not apply.

(C) Vacation Pay Based On Straight Time Rate

1. The vacation pay of an employee who qualifies for vacation benefits shall be computed as twelve (12) hours per day at the prevailing hourly rate of his regular job at the time vacation is taken. Under no circumstances

shall vacation time be used as part of the base work period in computing overtime pay. Vacation time shall have no effect whatsoever on overtime pay.

2. Vacation leave pay checks shall be delivered to eligible employees on their last scheduled workday, prior to the start of their annual vacation leave, provided the employee has obtained a minimum of fifteen (15) days prior approval for his/her vacation leave.

(D) The Employer Reserves The Right To Limit The Number Of Employees On Vacation At Any One Time

1. The vacation schedule of qualified employees shall be set with regard to the wishes and seniority of the employee consistent with the efficient operation of the Fire Department. In cases of extraordinary circumstances, the Township Manager or Fire Chief may determine that no employees can be spared from work for vacation purposes during any designated period of time. In cases of extraordinary circumstances, the Township Manager or Fire Chief shall have the authority to cancel any and all scheduled vacations.
2. All qualified employees shall submit their annual vacation request to the Employer, during the period of January 1, to February 28 of each year. Each written employee request shall include both a first and second vacation preference. The Employer shall then approve or deny each vacation request based on the seniority of the employee and it's workforce needs. All conflicting employee vacation request shall be resolved based on seniority of the employees involved.

Employee requests for rescheduling of annual vacation leave after February 28 of each calendar year shall be granted or denied based on the Employer's workforce needs. Employees within the same job classifications shall be permitted to trade vacation time-off with the advance permission of the Employer.



Vacation credit shall not accrue while an employee is in a non-pay status. An employee who takes a leave of absence will be treated for vacation purposes as if he/she were terminated and shall be paid for any accrued vacation.

Service in the Armed Forces of the United States shall not interrupt continuity of service with the Employer for purposes of computing vacation eligibility.

## XII. PROMOTION AND JOB POSTING PROCEDURE

### Section 1

To ensure that current bargaining unit employees are given every promotional opportunity, the Employer agrees to post each bargaining unit job opening on a designated bulletin board in the Fire Department, as they become available. The materials shall remain posted for a minimum of ten (10) days. The purpose of this procedure is to identify all interested and qualified employees. A job description, including the prerequisite educational and experience requirements will be specified in the posted material. Those employees interested in being considered for posted positions must file a written application with the Fire Chief or his designated representative within the time limits specified in the posted material.

### Section 2

There are no formal lines of promotion within the Fire Department and the selection will be based on demonstrated ability, past experience, educational qualifications, formal certifications, and seniority. The Employer may use tests to assist in determining an employee's qualifications. The form, content and administration of such tests shall be at the sole discretion of the Employer and shall not be subject to the grievance or arbitration procedure. Any such test shall be uniformly applied.

### XIII. SEPARABILITY AND SAVINGS CLAUSE

If any Section of this contract or of any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any rider thereto, or the application of such Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union and/or Employer for the purpose of arriving at a mutually satisfactory replacement for such Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal recourse in support of its demands notwithstanding any provision in this contract to the contrary.

### XIV. UNIFORMS

The Employer's policy on uniforms shall continue as it is now in effect, with the Employer providing uniforms when needed as determined by the Township Manager or the Fire Chief, and the Employer shall pay the cost of cleaning the uniforms.

### XV. EQUIPMENT, SERVICES, ACCIDENTS AND REPORTS

#### Section I

The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be violation of this Agreement where

employees refuse to operate such equipment unless such refusal is unjustified.

#### Section 2

Under no circumstances will an employee be required or assigned to engage in any activity in violation of an applicable statute or court order, or governmental regulation relating to safety of person or equipment.

#### Section 3

Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by his Employer, the employee, before starting his next shift, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

#### Section 4

Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the employee.

#### Section 5

The Employer shall install heaters, defrosters, and windshield washers on all trucks and tractors and keep same in operating condition.

### XVI. LAYOFF AND RECALL

#### Section 1

The word "layoff" means a reduction in the work force. All layoffs in the bargaining unit shall be by job classification. The relevant job classifications shall include assistant fire chief, captain, lieutenant and firefighters. The Employer in its sole discretion shall determine the total number of employees to be employed in each job classification.

## Section 2

- (A) The Employer agrees, insofar as is possible to give the Union at least ten calendar days prior notice of any reduction in the work force affecting the bargaining unit and upon request to meet with the appropriate Union Representative to discuss the circumstances of the reduction. At said meeting, the Employer shall provide the Union with a list of those employees scheduled for layoff, along with each employee's seniority date.
- (B) In any layoff, the Employer shall also make every reasonable effort to give as much advance notice to each of the effected employees as practical.

## Section 3

- (A) All probationary and temporary employees shall be laid-off first.

It is agreed that in all decreases in the work force, the following factors shall be considered:

- A) Seniority;
- B) Ability and performance.

Seniority shall be the primary factor considered if ability and past performance are relatively equal.

- (B) Upon receipt, in lieu of layoff, an employee will be permitted to bump into a lower job classification within the Fire Department should he qualify under the criterion set forth above. Employees who change classification in lieu of layoff shall be paid in accordance with the wage schedule of their new classification.

## Section 4

- (A) No vacancy in a bargaining unit position shall be filled, except by recall, until all the laid-off employees have been recalled. Laid-off employees shall be recalled in the inverse order that they were laid-off.
- (B) Notice of recall shall be sent to the employee at his/her last known residential address by registered or certified mail. It shall be the obligation of the employee to provide the Employer with a current address and telephone number.

If an employee fails to report for work within ten calendar days from the mailing of the notice he/she shall be considered to have voluntarily quit.

(C) An employee shall lose all rights of recall when he/she has been laid-off for a continuous two year period.

#### XVII. MEDICAL EXAMINATION AND DRUG TESTING

In the interest of the safety of each employee, their fellow employees, and members of the general public, any applicant for employment or present employee, may as a condition of employment be required to undergo a medical examination, including a drug or chemical test, by a doctor or health care professional of the Employer's selection. The Employer shall bear the expense of any such examination or test. Any such examination will be conducted on the Employer's time.

#### XVIII. TERMINATION OF BONUS FOR FIRE RUNS OVER FIFTY

The Employer and Union hereby agree that the Employer's policy or past practice of paying each bargaining unit member an annual bonus of \$2.00 per run for every run over 50 will be terminated and discontinued effective December 31, 1987. The calendar year ending December 31, 1987 shall be the last year during which the relevant bonus shall be paid.

#### XIX. AUTOMOBILE INSURANCE

(A) Minimum Coverage--All employees responding to alarms in their vehicles equipped with emergency light and siren shall carry minimum Personal Liability/Property Damage coverage of \$100,000/\$300,000. Such insurance shall be carried with a reputable firm licensed under applicable laws of the State of Michigan.

All such employees must have on file, at all times, with the Department, proof of this minimum insurance.

(B) Insurance Compensation--To help offset the cost of automobile insurance, the Township will provide compensation annually to employees required to carry minimum insurance based on the following:

<u>Employee's Age</u>	<u>Amount</u>
18 - 21	\$109.00
22 - 29	\$ 64.00
30 - 39	\$ 31.00
40 - 49	\$ 28.00
50 - 58	\$ 24.00

The amount will be paid at the time of policy renewal and upon furnishing proof of insurance. Age will be that at the time of policy renewal and effective date.

#### XX. SICKNESS AND ACCIDENT INSURANCE

The Employer agrees to provide sickness and accident insurance, which shall take effect the eight (8th) day the employee is absent from work due to illness, or non-work related injury. Said benefits shall run for a minimum of fifty-two (52) weeks thereafter with a weekly benefit of at least sixty-six and two thirds percent (66 2/3%) of the employee's straight time weekly pay. It is understood and agreed that employees shall be self insured for any period of time after which they have used their sick leave credits until the relevant insurance goes into effect. An employee shall be entitled to utilize his unused paid sick leave credits to make up the difference between the insurance benefits he received under this provision and the amount of straight time salary he would have received had he worked.

#### XXI. SICK LEAVE FOR TWENTY-FOUR HOUR EMPLOYEES

##### Section I Eligibility Requirements and Computation of Paid Sick Leave

All nonprobationary twenty-four employees shall be entitled to a maximum of one hundred forty-four (144) paid sick leave hours per fiscal year. All nonprobationary twenty-four hour employees shall accumulate paid sick leave at the rate

of twelve (12) hours for each full month of service. Sick leave shall only accumulate when an employee is in a pay status.

#### Section 2

Paid sick days are not cumulative and shall not be carried over from one fiscal year to the next. Employees who have accumulated sick leave prior to the execution of this Agreement shall have that time credited to their sick leave bank. Such unused sick leave shall be available for use by employees or remain in the sick leave bank until the employee's separation.

#### Section 3

In order to qualify for sick leave payments, the employee must report to the Fire Chief or his designated representative not later than one (1) hour before his normal starting time on the first day of absence, unless the circumstances surrounding the absence make such reporting impossible, in which event such reporting must be made as soon thereafter as is possible.

#### Section 4 Employee Returning From Illness Or Injury Must Be Approved By Doctor

(A) Any employee who is off the job because of illness or injury for three days or more, must provide the Employer with documented medical verification of his/her illness.

(B) Any employee who makes a false claim for paid sick leave shall be subject to disciplinary action, up to and including dismissal.

#### Section 5 Separation

An employee in good standing who separates from the Buena Vista Fire Department after a minimum of three years of continuous service will be entitled to compensation for one-half ( $\frac{1}{2}$ ) of his/her accumulated sick leave days. The rate of pay shall be at the same rate in effect for that employee at the time of separation. Employees separated for just cause shall not be entitled to pay for accumulated sick leave.

#### Section 6

Should illness occur during a vacation, the period of absence may be, upon receipt of a physician's report, charged as sick leave and the charge against vacation

reduced accordingly.

#### XXII. SICK LEAVE FOR EIGHT HOUR EMPLOYEES

The sick leave policy and/or procedure for eight hour employees shall be identical to the policy and/or procedure set forth above for twenty-four hour employees except nonprobationary eight hour employees shall be entitled to a maximum of forty (40) hours of paid sick leave per fiscal year. All nonprobationary eight hour employees shall accumulate paid sick leave at the rate of four (4) hours for each full month of service.

#### XXIII. SUBCONTRACTING

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, The Employer agrees that no work or services presently performed or hereafter assigned to the collective bargaining unit will be sub-contracted, transferred, assigned in whole or in part to any other person or non-unit employees, except as currently being done, including the continued use of part-time firefighters.

#### XXIV. PERSONAL LEAVE OF ABSENCE

An employee may be granted personal leave of absence without pay and without loss of seniority for thirty (30) days or less at the Employer's sole discretion, upon written application. The determination shall be based on the reason for the request and work force needs. Extensions of that leave of absence if needed, may be granted at the sole discretion of the Employer. In no case will more than one personal leave of absence be granted to any employee within a one year period.



## XXV. GRIEVANCE PROCEDURE

### I. Purpose

The purpose of the grievance procedure is to provide the individual employee, the Union and the Employer with a formal and orderly procedure for resolving their disputes and disagreements. It is mutually agreed that all grievances arising under and during the life of this Agreement shall be settled in accordance with the procedure herein provided, only.

### II. Definition of Grievance

The term "grievance" as used in this Agreement shall be limited to a complaint, dispute or request which involves the interpretation, application, or compliance with the provisions of this Agreement.

### III. Union Representative May Not Solicit Grievance

No Union Representative may solicit grievances but may receive, discuss and handle grievances on the Employer's premises during working hours, except where any such activities unreasonably interfere with their work.

### IV. Presenting a Grievance

A Grievance of any employee or a joint grievance of any group of employees shall be presented to the Employer in the following manner:

#### Step One

(A) Any employee having a grievance or one member of a group having a grievance may take the grievance up orally with his immediate supervisor. The employee, if he so desires, may have a Union Representative appear with him and participate in the oral discussion.

#### Step Two

(A) If the grievance is not resolved in Step One and the employee having the grievance wishes to pursue it further, the grievance must

be reduced to writing and delivered to the Chief of the Fire Department or his designated representative within five (5) working days of the complained of incident or occurrence. For purposes of computing this five (5) working day period, the day of the complained of incident or occurrence is not counted.

- (B) All grievances shall be in writing on a standard form mutually agreed to by both the Employer and Union. The Union shall state clearly and concisely all known facts which are the basis for the grievance, and it shall specify those articles or provisions of this Agreement it claims have been violated. The grievance shall be dated and signed by the aggrieved employee or employees.
- (C) Any grievance not reduced to writing and presented to the Fire Chief or his designated representative within five (5) working days of the complained of incident or occurrence shall not be considered as valid. For purposes of computing this five (5) day period, the day of the complained of incident or occurrence is not counted.
- (D) The Fire Chief or his designated representative shall respond to the written grievance within five (5) days of its receipt.

### Step Three

- (A) If the grievance is not satisfactorily resolved in Step Two and the Union wishes to pursue it further, the written grievance or appeal of the Fire Chief's decision must be delivered to the Township Manager or his designated representative within five (5) working days of the date the Step Two written decision is received by the Union Representative.
- (B) If the written appeal of the Employer's Step Two Decision is not filed within the relevant five (5) day period, the grievance will be considered settled on the basis of the Step Two decision.

- (C) The Township Manager or his designated representative shall attempt to resolve the matter within fifteen (15) working days after the Step Two written grievance/appeal is received. During this fifteen (15) day period, the Township Manager or his designated representative and one other Employer Representative may meet with no more than two Union Representatives for the purpose of attempting to resolve the grievance. In the event no meeting is scheduled or no Step Three decision is rendered within the relevant fifteen (15) working day period, the Union may proceed to Step Four.

Step Four      Grievance Arbitration

- (A) If the grievance is not satisfactorily resolved at Step Three and the Union wishes to pursue it further, the Union shall inform the other party in writing of its intent to proceed to arbitration, within ten (10) working days of the Step Three decision. If the written notice of intent is not filed within the relevant ten (10) day period, the grievance will be considered settled on the basis of the Step Three decision.
- (B) Following the timely notice of its intent to proceed to arbitration, the Union may submit the grievance to arbitration through the Federal Mediation and Conciliation Service in accordance with its voluntary Labor Arbitration Rules. The grievance must be submitted to arbitration within twenty (20) working days of the Step Three decision. If the Union fails to submit the grievance to arbitration within the relevant twenty day period, the grievance will be considered settled on the basis of the Step Three decision.
- (C) 1. The decision of the Arbitrator shall be final and binding upon the Employer, the Union, and the employee or employees involved, provided that the Arbitrator shall not have the right

to alter, amend, add to, subtract from, or eliminate any of the terms and provisions of this Agreement.

2. The Arbitrator shall confine his decision to a determination of facts and an interpretation and application of this Agreement.
3. The Arbitrator shall have no power to pay for time not actually worked because of strikes or to establish a new wage rate, or to change the existing wage rate structure, or to establish a new job, to change existing job content, or to establish or decide any matter pertaining to work methods or standards.
4. If the Arbitrator awards back pay, the amount so awarded shall be less any unemployment compensation received and/or other wages and compensation the employee received, during the relevant back pay period, which the employee would not have received had he not been suspended or discharged.

(D) 1. If the Employer claims before the Arbitrator that a particular grievance fails to meet the tests or arbitrability contained in this Agreement, the Arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits. The Arbitrator shall have the authority to determine whether he will hear the case on its merits at the same hearing in which the jurisdictional question is presented.

2. In any case where the Arbitrator determines that such grievance fails to meet said tests or arbitrability as set forth in this Agreement, he shall refer the case back to the parties without a decision or recommendation on the merits.

(E) 1. The expenses, wages and other compensation of any witnesses called before the Arbitrator shall be borne by the party calling such witnesses. Other expenses incurred, such as wages of the parti-

cipants, preparation of briefs and data to be presented to the Arbitrator, shall be borne separately by the respective parties, except the wages of one union steward and the employee involved, or if a group grievance, one representative from the grievance, one representative from the group will be paid by the Employer.

2. The Arbitrator's fees and expenses, and the cost of any hearing room, shall be borne by the losing side of the arbitration. The Arbitrator will be requested to specify who is the loser.

#### Accelerated Grievance Procedure

- (A) Any grievance bearing on the interest of a number of employees shall be reduced to writing on the grievance form and may be introduced at Step Two of the grievance procedure.

#### Time Limits

The time limits for initiating a grievance as well as those for processing a grievance from one step to another may be extended by the mutual written agreement of the parties. Any such agreement must be in writing and signed by both parties. In the event the Union does not appeal a grievance from one step to another within the time limits specified, the grievance shall be considered as being settled on the basis of the Employer's last answer. In the event the Employer fails to reply to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall automatically be referred to the next step in the grievance procedure.

### XXVI. DISCIPLINE AND DISCHARGE

Both the Union and Management prescribe to progressive discipline and the principle of just cause. The Parties agree that a Firefighter shall not be suspended from duty for a minor offense without first having received at

least one written reprimand, during the preceding six month period. Management retains the right to suspend or discharge a Firefighter for a major offense, without first resorting to progressive discipline. Any protest of a disciplinary action must be pursued under the Grievance Procedure provision of this Agreement.

Management agrees that prior to issuing an oral reprimand it will advise the affected employee of its intentions to do so and of his right to have a Union Representative present, if he wishes. If the employee requests the presence of a Union Representative, the oral reprimand will be postponed until the Union Representative can be present. Copies of all written reprimands, disciplinary layoffs and discharge notices will be served directly on the affected employee.

#### XXVII. CLASSIFICATION AND EQUIPMENT CHANGES

When the Employer significantly changes the duties and responsibilities of a position it may establish a pay rate and/or classification deemed appropriate. The Employer shall notify the Union in writing, of such change within thirty (30) days of its intent to implement such change. The Union shall have the right to initiate negotiations with respect to such rates of pay. Failure to reach agreement on the rate of pay shall be subject to the grievance procedure beginning with arbitration. If no notice of intent to negotiate is given to the Employer by the Union within the 30 day period after notice, the rate of pay established by the Employer shall be final.

#### XXVIII. SENIORITY

##### Section 1

Seniorty shall be defined as the length of the employee's continuous service with the Employer commencing from his last date of hire. Classification seniority shall mean the length of continuous service commencing from the date of the employee's service in his particular classification. Employees who are

employed on the same date shall be placed on the seniority list in alphabetical order of surnames.

- (A) All new full-time and regular part-time employees shall serve a probationary period of twelve (12) months. The Union shall represent probationary employees for the purpose of collective bargaining, however, probationary employees may be terminated at any time by the Employer in its sole discretion and neither the employee so terminated nor the Union shall have recourse to the grievance procedure over such termination.
- (B) During the probationary period an employee shall be eligible for employee benefits unless expressly provided otherwise in this Agreement. After an employee has successfully completed their probationary period of employment, they shall be put on the seniority list and each seniority shall be as of their last date of hire.

## Section 2

The seniority list on the date of this Agreement shall show the names, classifications and rate of pay of all employees in the bargaining unit. Upon request, the Employer shall provide the Union with an up-to-date seniority list every six (6) months.

## Section 3    Loss of Seniority

An employee's seniority with the Employer shall terminate for the following reasons:

- (A) He quits or retires.
- (B) He is discharged or terminated and the action is not reversed through the grievance procedure.
- (C) He is absent for three (3) working days without properly notifying the Employer and supplying a satisfactory reason for such absence. This is not to be construed in limiting the right to issue discipline for any unjustified absence. Expectations may be

made due to circumstances beyond the control of the employee.

(D) He fails to return to work when recalled or at the specified date at the termination of any leave of absence. Exceptions may be made due to circumstances beyond the control of the employee.

(E) Seniority Broken By Continuous Illness of One Year

Seniority shall be broken as a result of continuous absence from work because of illness for twelve (12) consecutive calendar months.

## XXIX. LEAVES OF ABSENCE

### Section 1

The re-employment rights of employees will be limited by applicable laws and regulations.

- (A) Whenever employees who are members of the National Guard, Naval Reserve, Army Reserve, Marine Reserve, or Air Corps Reserve are called to active duty, they shall be entitled to a leave of absence in addition to their annual vacation leave from their respective duties without loss of pay during which time they are engaged in active duty for defense training. Such leave time shall not exceed two (2) calendar weeks. Employees called to active duty shall be paid the difference between any reserve pay received and their regular wages for the time spent on active duty.
- (B) Employees who are called for a physical for the Armed Services are to be granted pay for the day of the physical.
- (C) Employees within this bargaining unit who shall be inducted into the Armed Services of the United States, or who shall volunteer for such service shall, upon completion of such service, be reinstated to their former position or a position of like seniority, status and pay, with the further provision that the length of service with



the Armed Services shall be included in the determination of their seniority, status and pay upon such reinstatement; provided that they shall be honorably discharged from the said military service, that the employee is still mentally and physically qualified to perform the duties of such position, and that application for re-employment is made within ninety (90) days subsequent to such honorable discharge or from hospitalization continuing from discharge for a period of not more than one (1) year. Further extension beyond the return date designated may be granted after thorough investigation and upon a finding that extension of time is necessary and just.

#### Section 2

Employees shall be granted leave of absence with pay when they are required to report for jury duty or as a witness subpoenaed to appear in a local, State or Federal Court.

- (A) Employees shall be paid the difference between any compensation they receive and their regular wages. Seniority will continue to accrue to the employee. Employees will be paid for the full day after endorsing the check to the Employer.
- (B) Employees required either by the Employer or any other public agency to appear before a court or such agency on such matters related to the lawful performance of their duties in their work and in which they are personally involved as a result of the faithful performance of their duties shall be granted a leave of absence with pay (as set forth in the following paragraph) for the period during which they are so required to be absent from work.
- (C) Such employees shall be paid the difference, if any, between the compensation they receive from the court or agency and their wage

for time necessarily spent on such matters. Employees will be paid for such time after turning over the witness fees to the Employer.

### Section 3

Leaves of absence without pay may be granted at the sole discretion of the Employer to an employee elected by the Union to attend educational classes or conventions conducted by the Union. The number will not exceed one (1) employee at any one time and the number of working days will not exceed seven (7) in any one (1) calendar year.

### Section 4

An employee wishing to further his education in a job related area may at the sole discretion of the Employer be granted educational leave for a maximum of one (1) year without pay. The employee who is granted an educational leave must return to his previous classification according to seniority. This leave may be extended by mutual agreement.

## XXX. PERFORMANCE REVIEW

### Section 1 Probationary Employees

All firefighters shall be considered probationary employees for the first twelve (12) months of their employment. Employment during this period is on a trial basis and for the purpose of allowing management to confirm the individual's ability to satisfactorily perform all aspects of his/her job duties and responsibilities. Failure by the employee to conform to the established job performance standards, during the probationary period shall be grounds for termination. A probationary employee terminated for poor job performance shall have no recourse under the grievance procedure contained herein.

At the conclusion of the employee's first four months of employment and again at the conclusion of each of the following two four month periods, the Fire Chief or his designated representative shall prepare a written evaluation of

the employee's job performance. The twelve month evaluation shall include a recommendation that the employee be upgraded to a permanent employee or that the employee be terminated.

#### Section I Permanent Employees

All full-time permanent firefighters shall receive a written evaluation from the Fire Chief or his designated representative on an annually basis. The written evaluation shall cover all aspects of the employees job performance and shall be reviewed with the employee in an evaluation conference between the employee and immediate supervisor. Each employee shall be given a copy of his/her written evaluation and asked to sign and date the original file copy for purposes of acknowledging receipt only.

Each employee shall have the right to file a written response to their written performance evaluation. Both the written evaluation and the employee's response shall become part of the employee's permanent personnel file.

#### XXXI. RESIDENCY AND RESPONSE TIME REQUIREMENT

While preference will be given to Township residents, residency will not be a condition of employment for either full or part-time positions. However, it will be required that all employees live within fifteen minutes response time to either Station 1 or Station 2. Fire Fighters employed with the Township on or before April 30, 1978 and living beyond this fifteen-minute restriction will not be affected by this clause, provided they do not move further away than their residency as of this effective date. Response time will be considered when appointments to officers positions are made. Determination of response time will be made by the Chief and Assistant Chief.

## XXXII. UNION STEWARD

### Section 1

The Employer recognizes the right of the Local Union membership to elect one Job Steward and one alternate from the Employer's seniority list. The Union shall advise the Employer in writing of the name of any such Union Steward or alternate. The authority of the Job Steward and alternate so elected by the Local Union shall be limited to, and shall not exceed the following duties and activities:

- (1) The investigation and presentation of grievances with his Employer or the designated Employer representative in accordance with the provisions of the Collective Bargaining Agreement;
- (2) The transmission of such messages and information to the Employer which is authorized by the Local Union or its officers provided such message and information
  - (a) have been reduced to writing; or,
  - (b) if not reduced to writing, are of a routine nature and do not involve work stoppage, slow-downs, refusal to operate equipment, or any other interference with the routine or normal operation of the Fire Department.

The Job Steward and alternate have no authority to take strike action, or any other action interfering with or interrupting the Employer's Fire Department operation.

### Section 2

The Steward shall be permitted reasonable time to investigate, present and process grievances on the Employer's property without loss of pay during his regularly scheduled working hours. The alternate shall only function in the absence of the designated Steward.

XXXIII. TERMINATION

THIS AGREEMENT shall be effective on the 1st day of January, 1987, and shall remain in full force and effective until the 31st day of December, 1989. It shall automatically be renewed from year to year thereafter unless either party notifies the other, in writing, one hundred and twenty (120) days prior to the termination date that it desires to modify this Agreement.

This Agreement is signed on behalf of the respective parties this 21st day of DECEMBER, 1987.

TEAMSTERS STATE, COUNTY  
AND MUNICIPAL WORKERS  
LOCAL 214

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\_\_\_\_\_

CHARTER TOWNSHIP  
OF BUENA VISTA

*Leon J. Clark*  
\_\_\_\_\_  
*W. B. Barnes*  
\_\_\_\_\_

*Dennise Early*  
\_\_\_\_\_