

12/31/88

A G R E E M E N T

BETWEEN

THE CITY OF EATON RAPIDS

and

THE EATON RAPIDS FIRE FIGHTERS

LOCAL 2841, IAFF (AFL-CIO)CLC

JANUARY 1, 1987 - DECEMBER 31, 1988

Eaton Rapids, City of

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

INDEX

	<u>Page</u>
Collective Bargaining Agreement.....	1
Article I Purpose and Definitions.....	1
Section 1.1 Purpose.....	1
Section 1.2 Definitions.....	1
Article II Coverage.....	1
Article III Recognition.....	2
Article IV Dues Deduction.....	2
Section 4.1 Union Security.....	2
Section 4.2 Check-Off.....	2
Section 4.3 Authorization.....	2
Section 4.4 Current Dues.....	2
Section 4.5 Due and Payable Dues.....	3
Section 4.6 Refunds.....	3
Section 4.7 Dues Increase.....	3
Section 4.8 Remittance.....	3
Section 4.9 Save Harmless.....	3
Article V Union Activities.....	4
Section 5.1 General.....	4
Section 5.2 Released Time.....	4
Section 5.3 Work Release.....	4
Section 5.4 Representation.....	4
Section 5.5 Employee Representatives.....	5
Section 5.6 Bulletin Boards.....	5
Section 5.7 Meetings.....	5

Article VI	Management Rights.....	5
Section 6.1	Recognition of Authority.....	5
Section 6.2	Station Duties.....	6
Article VII	Compensation.....	6
Section 7.1	Wages.....	6
Section 7.2	Overtime.....	6
Section 7.3	Court Time.....	7
Section 7.4	Overtime Authorization.....	7
Section 7.5	Holiday Pay.....	7
Section 7.6	Holiday Computation.....	7
Section 7.7	Work Shift.....	7
Article VIII	Hospitalization Insurance.....	8
Section 8.1	Insurance Carrier.....	8
Section 8.2	Carrier Change.....	8
Section 8.3	Termination.....	8
Article IX	Pension.....	9
Article X	Leave.....	9
Section 10.1	Sick Leave.....	9
Section 10.2	Eligibility.....	10
Section 10.3	Proof of Illness.....	10
Section 10.4	Excused Absence Allowance Leave.....	10
Section 10.5	Vacation Leave.....	10
Section 10.6	Bereavement Leave.....	11
Article XI	Seniority.....	11
Section 11.1	Probationary Period.....	11

Section 11.2	Temporary Employees.....	12
Section 11.3	Seniority Rights.....	12
Section 11.4	Loss of Seniority.....	12
Section 11.5	Physical Examination.....	12
Article XII	Savings.....	12
Article XIII	Grievance Procedure.....	13
Section 13.1	Grievance Defined.....	13
Section 13.2	Exemptions.....	13
Section 13.3	Procedure.....	13
Section 13.4	Time Limits.....	14
Section 13.5	Representation.....	15
Section 13.6	Limitations.....	15
Section 13.7	Coverage.....	15
Section 13.8	Investigation of Grievances.....	15
Article XIV	Uniforms.....	16
Article XV	Miscellaneous.....	16
Section 15.1	Irregular Part-Time.....	16
Section 15.2	Replacement.....	16
Section 15.3	Mutually Agreeable Shift Trades.....	16
Section 15.4	Safety.....	16
Section 15.5	Special Meetings.....	17
Section 15.6	No Strike Clause.....	17
Section 15.7	Schooling.....	17
Section 15.8	Military Leave.....	17
Section 15.9	Union Business.....	17
Section 15.10	Responsibility.....	18

Section 15.11	Termination of Contract.....	18
Section 15.12	Performance Evaluation.....	18
Section 15.13	Change in Personal Status.....	18
Section 15.14	Legal Coverage.....	18
Section 15.15	EMT Certification Bonus.....	19
Article XVI	Duration and Termination.....	19
Article XVII	Signatures.....	19
Appendix "A"	Wages.....	20

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT entered into _____, 19__ effective January 1, 1987 between the City of Eaton Rapids, Michigan, a Michigan Municipal corporation, hereinafter called the City and Local 2841 of the International Association of Fire Fighters, also known as Eaton Rapids Fire Fighters Union, AFL-CIO, hereinafter called the Union.

WITNESSETH: That the parties hereto, in consideration of the mutual covenants and agreements hereinafter contained, do hereby agree as follows:

ARTICLE I

PURPOSE AND DEFINITIONS

Section 1.1 Purpose

The parties hereto have entered into this Agreement pursuant to the authority of Act 336 of the Public Acts of 1947, as amended, to incorporate understandings previously reached and other matters into a formal contract; to promote harmonious relations between the City and the Union, in the best interests of the community; to improve the public fire fighting service; and to provide an orderly and equitable means of resolving future differences between the parties.

Section 1.2 Definitions

"City" shall include the elected or appointed representatives of the City of Eaton Rapids, Michigan.

"Union" shall include the officers or representatives of the Union.

"Day" shall mean a 24-hour tour of duty unless otherwise specified.

Whenever the singular number is used, it shall include the plural.

Reference to the male gender shall apply equally to the female gender and vice versa. This Agreement shall be applied uniformly to all eligible members of the bargaining unit and there shall be no discrimination with respect to conditions of employment.

ARTICLE II

COVERAGE

This Agreement shall be applicable as to all regular full-time employees of the Fire Department of the City, except the Chief, Volunteers, Temporary Employees, and any employees solely engaged in clerical activities.

ARTICLE III

RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining representative of the employees of the Fire Department covered by this Agreement.

ARTICLE IV

DUES DEDUCTION

Section 4.1 Union Security

All new employees in the bargaining unit shall, six (6) calendar months after their calendar date of employment, and all current employees shall, within thirty (30) calendar days after the execution of this Agreement, as a condition of employment, pay to their bargaining representative either dues as established by such representative or a service fee equivalent to the amount of dues uniformly required of members of the bargaining agent. No employee in the bargaining unit shall be required, as a condition of employment, to be a member of the Union.

Section 4.2 Check-Off

The City of Eaton Rapids, upon receipt of a signed check-off authorization, shall withhold on a monthly basis the dues or service fees required of employees in the bargaining unit and forward the same to the treasurer of the Union.

The Union shall save the City harmless from any and all third party claims, lawsuits, judgments, or awards existing out of the agreements of the parties with regard to Union Security.

Section 4.3 Authorization

Previously signed and unrevoked written authorization shall continue to be effective as to current employees and as to reinstated employees.

Section 4.4 Current Dues

The Employer shall deduct current uniform Union dues from the pay of employees for the last pay period ending in the calendar month. If an employee has no pay coming for such pay period or if such pay period is the first pay of a new employee, such deduction shall be deducted from the immediate subsequent pay period.

Section 4.5 Due and Payable Dues

The Employer shall deduct from the pay of employees in any month only the deductions incurred while an employee has been in the employ of Employer and only such amounts becoming due and payable in such month.

Section 4.6 Rebates

(a) In the event that a refund is due any employee for any sum deducted from wages and paid to Local #2841, it shall be the responsibility of such employee to obtain appropriate refund from the Union.

(b) Local #2841 shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Employer for purpose of complying with any of the provisions of this Article.

Section 4.7 Dues Increase

In the event the Union requests that the Employer deduct monies in excess of the amounts deducted as of the date of execution of this Agreement, such request shall be effective only upon written assurance by the requesting party that the additional amounts have been authorized pursuant to and under the Union's Constitution provided that in the event a new written authorization will be secured by the Union and presented to the Employer 30 days prior to the deduction of the new amounts.

Section 4.8 Remittance

The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made; and, if for any reason it fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the union.

Section 4.9 Save Harmless

In the event the Employer, acting on request of the bargaining unit, discharges or attempts to discharge an employee at the bargaining unit's request, the bargaining unit shall indemnify the employer against any and all claims, demands, suits, expenses, or other forms of liability of whatsoever kind or nature that shall arise out of action taken by the Employer for the purpose of complying with the provisions of this Agreement.

ARTICLE V

UNION ACTIVITIES

Section 5.1 General

Employees and their union representatives shall have the right to join the Union, to engage in lawful concerted activities for the purposes of collective negotiation or bargaining or other mutual aid and protection, to express or communicate any view, grievance, complaint or opinion related to the conditions or compensation, any view, grievance, complaint or opinion related to the conditions or compensation of public employment or their betterment, all free from any and all restraint, interference, coercion, discrimination or reprisal. Any individual employee at any time may present grievances to his employer and have the grievances adjusted, with intervention of the bargaining representative, if the adjustment is not inconsistent with the terms of a collective bargaining contract or Agreement then in effect, provided that the bargaining representative has been given the opportunity to be present at such adjustment.

Section 5.2 Released Time

The president of the Union and the bargaining committee shall be afforded reasonable time during working hours without loss of pay to fulfill their Union responsibilities. This shall include contract negotiations with the City, processing of grievances, and the administration and enforcement of this Agreement.

Section 5.3 Work Release

A Representative or Steward shall first receive permission from the Fire Chief to leave his work station and shall report back promptly when his part in the grievance adjustment has been completed. Any employee who takes an unreasonable or unnecessary amount of time in grievance procedure adjustments may have the privileges revoked.

Section 5.4 Representation

All employees who are covered by this Agreement shall be represented for the purpose of grievance procedure and negotiations by a bargaining committee to be chosen by the Union.

The maximum number of employees, who shall be paid by the City, while conducting negotiations and processing a specified grievance, shall be limited to one (1), but only for straight time hours the employee would otherwise have worked had the employee worked his regularly scheduled shift. The Union may also have a representative of the Michigan State Fire Fighters Union, International Association of Fire Fighters and/or Legal Counsel present.

Section 5.5 Employee Representation

The Bargaining Unit shall designate to the Employer in writing, the bargaining unit representatives, and the Employer shall not be required to recognize or deal with any employees other than those so designated.

Section 5.6 Bulletin Boards

Bulletin Boards at each fire station shall be provided for use of the Union in posting of union notices or other materials. Material posted shall be controlled by the bargaining agent.

Section 5.7 Meeting

The Union may schedule meetings on Fire Department property with prior permission of the Fire Chief, insofar as such meeting are not disruptive of the duties of the employees or the efficient operation of the Department.

ARTICLE VI

MANAGEMENT RIGHTS

Section 6.1 Recognition of Authority

The City on its behalf and on behalf of its electors, hereby retains and reserves unto itself all power, rights, authority, duties, and responsibilities conferred upon it, invested in it by the Constitution of the United States, the Constitution of Michigan, and the laws of the State of Michigan, the Eaton Rapids City Charter, and the Eaton Rapids City Code.

With the exception of those rights specifically relinquished by this Agreement, the City also reserves all rights ordinarily exercised by it as employer, including but not limited to the following;

- a. To manage its affairs efficiently and economically, including the determination of the quantity and quality of services to be rendered; the control of materials, tools, and equipment to be used, and the discontinuance of any services, material, or methods of operations;
- b. To introduce new equipment, methods, machinery or processes, to change or eliminate existing equipment; and to introduce technological changes, decide on materials, supplies, equipment and tools to be purchased;
- c. To subcontract or purchase any or all work, processes, or services, or to subcontract or contract for the construction of new facilities or the improvement of existing facilities;
- d. To determine the number, location, and type of facilities and installations;
- e. To determine the size of the work force and to increase or decrease its size;
- f. To hire, assign, transfer, promote, and lay off employees assigned to operation;

and to establish wage rates for any new or changed classifications;

- g. To direct the force, assign work, and determine the number of employees assigned to operation;
- h. To establish, change, combine or discontinue job classifications,
- i. To determine lunch period, rest periods, cleanup times, the starting and quitting times, and the number of hours of to be worked;
- j. To establish work schedules;
- k. To discipline, suspend, and discharge employees subject to the employee's right to grieve;
- l. To adopt, revise, and enforce working rules and to carry out cost and general efficiency improvement programs;
- m. To use non-full time employees or use City employees of other departments under circumstances of declared emergencies, which are provided for under the terms and provisions of the City Charter.

Section 6.2 Station Duties

Station duties, assignments and work details shall be as required by the Chief of the department.

ARTICLE VII

COMPENSATION

Section 7.1 Wages

The salary schedule attached hereto as Exhibit A shall be in effect for the calendar years 1987-1988.

Section 7.2 Overtime

Overtime pay shall be paid to employees for all work in excess of their regularly scheduled work day or work week when authorized by the Fire Chief.

Such overtime shall be paid at one and one-half (1 1/2) times the employees prevailing hourly rate, which for purposes of this Agreement shall be deemed to be the hourly rate for such employees as set forth in Exhibit A, attached hereto. (Time in excess of 212 hours in a 28 day cycle per FLSA.)

All overtime shall be first offered to full-time bargaining unit members.

Whenever an employee is required to return to work after the completion of his regularly scheduled shift, he shall receive pay for the actual time worked at time and one-half (1 1/2) his regular rate, or a minimum of one (1) hour's pay at time and one-half (1 1/2) his regular rate, whichever is greater.

Section 7.3 Court Time

Only an off-duty fire fighter when required to testify in court as a witness, shall receive overtime pay for court time.

Section 7.4 Overtime Authorization

Any overtime and/or call back time worked by an employee without the prior authorization of the Chief or his representative will not be compensated for by the terms of this Agreement or any other agreement. It being specifically noted that the authorization of any overtime is discretionary with the Chief or his representative.

Section 7.5 Holiday Pay

For the purpose of holiday pay, legal holidays to be observed shall be as follows:

- | | |
|-------------------|------------------------|
| New Years Eve Day | Labor Day |
| New Years Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Good Friday | Christmas Day Eve |
| Easter Sunday | Christmas Day |
| Independence Day | |

Section 7.6 Holiday Computation

All full time employees shall receive the Holiday pay in the first week in December of that year. The formula for computing Holiday pay shall be:

11 Holidays x 8 hours = 88 hours.

Weekly Salary: 54 hours = Base Hourly Rate.

Base Hourly Rate x 88 hours + One hundred and Fifty Dollars (\$150.00) annually = Amount paid to each Employee.

Section 7.7 Work Shift

The work shift shall begin at 7:00 am. and end twenty-four hours later at 7:00 am.

ARTICLE VIII

HOSPITALIZATION INSURANCE

Section 8.1 Insurance Carrier

"The Employer shall pay total cost of the Blue Cross-Blue Shield (MVF 1 Semi-Private and Catastrophic Master Medical, \$50 deductible per person, per year, \$100 deductible per family per year: after deductible has been satisfied plan pays 80% of additional benefits except that 50% of expenses are payable for private-duty nursing and for treatment of mental disorders. Hospitalization and Catastrophic Master Medical Insurance for the employee and his dependents."

The Employer shall pay the total cost of a dental plan for the employee and his dependents covering the following:

Diagnostic, Preventive, Palliative Services -----	50%
Restorative, Endodontic, Periodontic, Oral Surgery -----	50%
Dentures and Bridges -----	50%

The Employer shall continue to pay the full premium for an employee (and for his or her surviving spouse) who retires at or above age sixty (60) with twenty (20) years of service with the Employer completed, and for an employee (and for his or her surviving spouse) who dies prior to retirement so long as the employee has completed twenty (20) years of service with the Employer.

Section 8.2 Carrier Changes

The Employer shall select or change the insurance carrier at its discretion and shall be entitled to receive any dividends, refunds or rebates earned without condition or limit of any kind. All benefits shall equal to or exceed those set forth in Section 8.1. When employment and seniority is interrupted by layoffs, all insurance coverage continues only for three (3) months from the date which such layoff occurs.

Section 8.3 Termination

It is specifically understood and agreed that benefits shall cease upon death of the employee whether or not the period of the policy is exhausted and in event the policy provided for survivor benefits, and there are no eligible survivors, no benefits shall be paid.

ARTICLE IX

PENSION

Section 9.1 Pension

Effective January 1, 1986:

- a. The employer shall provide a pension plan through CNA Insurance Company for each employee:
 1. Benefit formula - $1.6\% \times \text{Years Service} \times \text{FAC}$
 2. Vesting - Earned Benefit at 10 years of service
 3. Normal Retirement Age - 60
 4. Life Insurance Face Value - 1 1/2 times annual salary (2,912 hours)
 5. Pre-Retirement Death Benefit - The greater of the life insurance face value or the vested benefit.
 6. Entry Age - At least 18 years of age
 7. Early Retirement Benefit Reduction - .5% per month for each month less than age 60
 8. Early Retirement - Available at age 55 with 10 years of service
- b. The employer shall pay 100% of the pension plan cost.

ARTICLE X

LEAVE

Section 10.1 Sick Leave

Compensation for Employees who are disabled due to a non-compensable sickness or accident is available when the Employee is under the care of a licensed medical doctor recognized by insurance companies and the City reserves the right to require a periodic review by a doctor selected by the City.

Claims will be based on any twelve (12) month period and those days used on sick leave will be reinstated as eligible days twelve (12) months after the sick leave day or days are exercised; sick leave time shall not be accumulative or paid for if not used.

<u>Length of Service</u>	<u>Full Salary</u>
3 months, less than 6 months	1 week
6 months, less than 5 years	8 weeks
5 years or more	13 weeks

Section 10.2 Eligibility

In order to be eligible to receive sick leave pay, the employee must report to the employer by phone the nature of his illness no later than one (1) hour before the start of the work shift, unless circumstances exist which prohibit the employee from informing the employer.

Section 10.3 Proof of Illness

If the Employer feels an employee is abusing his sick leave privileges, the Employer may request and receive a Doctor's statement showing proof of illness before return to work.

Section 10.4 Excused Absence Allowance Leave

Each employee covered by this Agreement will be granted seventy-two (72) hours paid Excused Absence Allowance Leave hours per year, which shall be non-accumulative.

An employee on unpaid leave shall not accrue Excused Absence Allowance Leave.

A newly-hired employee shall accrue a pro rate share of Excused Absence Allowance Leave based upon the amount of time from his date of hire to the end of the year.

Excused Absence Allowance Leave shall be recorded in minimum one (1) hour increments.

Each employee covered by this Agreement shall be paid in full for all unused Excused Absence Allowance Leave hours annually payable the last payday of the year.

Section 10.5 Vacation Leave

(a) Each employee covered by this Agreement, who has completed one (1) year of service after their eligibility date shall receive five (5) days vacation with pay; Five (5) years of service after their eligibility date shall receive seven (7) days vacation with pay; Twelve (12) years of service after their eligibility date shall receive ten (10) days vacation with pay.

(b) Vacation pay shall be computed at the employee's present rate of pay and a full day of vacation shall be paid for at the rate of twenty-four (24) hours of pay.

(c) An approved vacation leave of absence will not be counted as a break in the employee's service record when determining his vacation allowance under the progressive vacation plan.

(d) Vacation leave shall be granted to the employees covered hereby, by the Chief, and such vacations will be granted at such time as they least interfere with the efficient operation of the Department. Vacation requests must be made by February 28 preceding the period requested. Fire Fighters are granted vacation in accordance with seniority throughout the department.

(e) Employees terminating employment or on leave of absence shall receive pro-rate vacation allowance based upon one-twelfth (1/12) of the vacation pay for each month or major fraction thereof between his eligibility date and his termination date or leave of absence date, provided the City is given a minimum of two weeks notice prior to resignation or the beginning of a Leave of Absence.

(f) Vacation shall be recorded in minimum 24-hour increments.

Section 10.6 Bereavement Leave

Upon notice to the Fire Chief, three (3) work days' leave shall be given to attend the funeral when death occurs in the employee's immediate family.

(a) Immediate family is defined as: spouse, children, father, mother, sister, brother, father-in-law, mother-in-law, legally adopted children of guardian still in household, grandparents and grandchildren.

(b) If additional time is necessary, it may be granted with permission, without pay or charged to allowable excused absent leave hours.

ARTICLE XI

SENIORITY

Seniority shall be defined as the length of the employee's continuous service with the City of Eaton Rapids from his last date of hire. Seniority shall continue to accumulate during all approved leaves of absence as enumerated in Article X.

Section 11.1 Probationary Period

(a) All full-time employees shall serve a probationary period of ninety (90) days uninterrupted by any type of service break, during which time they shall be termed "Probationary Employees".

(b) Probationary employees' service with the Employer may be terminated at any time by the employer.

(c) After an employee has successfully completed his probationary period of employment he shall become a regular full-time employee and his seniority shall start as hereinafter provided.

Section 11.2 Temporary Employees

An employee who is hired for only a limited period of time to substitute for one or more permanent full-time employees during their absence or is hired for a job which is of limited duration and who is so informed at the time he is hired, shall be considered a temporary employee. He shall not acquire seniority by virtue of such temporary employment.

Section 11.3 Seniority Rights

An employee's seniority shall entitle him only to such rights as are expressly provided for in this Agreement.

Section 11.4 Loss of Seniority

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

- (a) He resigns or quits, is discharged for just cause, retires, is laid off for a period of two (2) years.
- (b) He is absent from work without leave or fails to return to work at the expiration of a leave of absence, vacation, lay-off or disciplinary lay-off for three (3) consecutive work days without notifying the employer and without providing a valid reason for failure to report, unless otherwise excused.
- (c) The employee gives a false reason in requesting a leave of absence or engages in other employment during such leave of absence other than an educational leave.
- (d) A settlement with the employee has been made for total disability.

Section 11.5 Physical Examination

As a condition of continued receipt of benefits, the Employer, at its expense, may require the employee to submit to a physical examination in order to verify the employee's ability to return to full time work.

ARTICLE XII

SAVINGS

Section 12.1 Savings

Should any part of this Agreement be declared invalid by legislation, decree of a court of competent jurisdiction, National Labor Relations Board or other established or to be established governmental administrative tribunal, such invalidation shall not affect the remaining portions of this Agreement.

ARTICLE XIII
GRIEVANCE PROCEDURE

Section 13.1 Grievance Defined

For the purpose of this Agreement, "grievance" means any dispute regarding the meaning, interpretation or an alleged violation of the terms and provisions of this Agreement.

Section 13.2 Exemptions

The grievance procedure shall not apply to the retirement plan or any of the insurance plans or the payment of insurance when error or omission is that of the insurance company and not of the City of Eaton Rapids.

Section 13.3 Procedure

All grievances shall be in writing and shall include: time, date, the alleged contractual violation that is basis of the grievance, the remedy desired and the signatures of the grievant and the Union representative.

Step 1. Grievances shall be presented promptly, and in all cases within five (5) days from the date of the event giving rise to the grievance or within five (5) days from the time the employee should reasonable have known of the occurrence giving rise to the grievance.

The grievance shall first be presented to the Chief. The Chief, shall acknowledge receipt of the grievance with his signature and by entering the time and date received. A copy of the acknowledged grievance shall be returned to the grievant or his representative.

The Chief, shall give his written answer within five (5) working days after receipt of the grievance.

Step 2. If the Chief's answer in Step 1 is unsatisfactory to the grievant, the grievant and the Union may, within five (5) working days from receipt of the Chief's answer, appeal the matter to the Employer Representative. This appeal must be signed by the grievant and his union representative.

The Employer Representative shall, within ten (10) calendar days of the receipt of this appeal, schedule a meeting to hear the dispute. This meeting shall be with the Union Representative. The Employer Representative shall give his written answer within five (5) days after the end of such meet.

PAST PRACTICES. Both the City and the Union subscribe to the principal that this contract should be the complete agreement between the parties.

The parties, however, recognize that it is most difficult to enumerate in an agreement practices inherent in a relationship of many years duration.

If any claimed understanding, agreement, or past practice comes to the attention of either party during the life of this Agreement which is not covered by this Agreement the parties shall meet at a mutually convenient time to discuss the problem and negotiate a mutually satisfactory conclusion. If the parties are unable to reach agreement within thirty (30) days of their initial meeting, the dispute shall be submitted to arbitration under Step 3 of the Grievance and Arbitration provision of this Agreement. The Union shall have the burden of proving a past practice and shall not prevail if it fails to meet this burden of proof. If it does meet this burden, the City shall prevail only if the City can show fair and reasonable justification for the change. The entire dispute under this paragraph shall be heard by the same arbitrator in the same arbitration proceeding.

Step 3. If the decision of the Employer Representative is unsatisfactory to the grievant he may, with the approval of the Union, appeal the matter to arbitration.

Within fifteen (15) days from receipt of the decision of the Employer Representative the parties shall request from the Michigan Employment Relations Commission, Department of Labor, State of Michigan, a panel of five (5) qualified arbitrators. Upon receipt of this panel, the President of the Union or his designated representative, and the Employer Representative shall alternately strike names from this list. After two (2) names have been struck by each party, the one remaining will be the arbitrator. It shall be the responsibility of the Union to notify the Employer Representative of the selection.

The arbitrator shall have no power to amend, add to, alter, ignore, change or modify any provisions of this Agreement or the written rule or regulations of the department and his decision shall be limited to the application or interpretation of the above and to the specific issue presented to him. No decision of the arbitrator shall contain a retroactive liability beyond the date of the written grievance.

The arbitrator shall render his decision in writing as soon after the hearing as possible and the fee and expenses of the arbitrator shall be born equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses which are called by them.

The decision of the arbitrator shall be final and binding upon the parties, including the Union, it's members and the City and it's officials.

Section 13.4 Time Limits

Time limits set forth in this grievance procedure shall be strictly adhered to unless such time shall be extended by mutual written agreement of the parties. Saturdays, Sundays and holidays shall not be counted for the purpose of submitting written grievances or answers. If a time limit is not met in the filing or appeal of a grievance to the next step by the Union, the grievance shall be considered settled on the basis of the decision set forth in the last completed step. If a time limit is not met in the answer of a grievance by the City, the Union may automatically refer the grievance to the next step.

Section 13.5 Representation

Employees within the bargaining unit may be represented by the Union President or Union Representative; a representative of the Michigan State Fire Fighters Union or International Association of Fire Fighters and legal counsel. The names of the Michigan State Fire Fighters Union or International Association of Fire Fighters representative shall be furnished prior to any meeting.

Section 13.6 Limitations

The City shall not be required to pay back wages for periods prior to the period covered by the filed grievance. All claims for back wages shall be limited to the amount of wages the employee would otherwise have earned less any unemployment compensation for personal services that he may have received, including overtime and premium pay.

Section 13.7 Coverage

The parties understand and agree that in making this Agreement, they have resolved for its term, all bargaining issues which were or could have been made the subject of discussion. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretations or applications of the matters which were specifically covered in this Agreement.

Section 13.8 Investigation of Grievances

When requested by an employee, the Union President or, in his absence, his designated alternate, may investigate any alleged or actual grievance within the department and assist in its presentation. He may be allowed reasonable time during his tour of duty, without loss of pay, upon notification and prior approval of the Chief. It is expressly understood that such activity shall in no way interfere with the operation of the fire department or it's personnel. When an employee presents his own grievance without intervention of a Union representative, the representative shall be given an opportunity to be present.

ARTICLE XIV

UNIFORMS

Section 14.1 Uniforms

Uniforms shall be furnished to all employees. The number of uniforms and types of uniform shall be determined by the Employer after consultation with the Bargaining Unit. Each employee shall be granted ninety (\$90.00) dollars a year cleaning allowance. Effective January 1, 1986, each employee shall be granted one hundred and fifty (\$150.00) dollars per cleaning allowance. Cleaning allowance payable on the first pay period in January of each year.

ARTICLE XV

MISCELLANEOUS

Section 15.1 Irregular Part-Time

Irregular part-time employee may be used for the purpose of filling in as a result of absences of regular full-time employees and other than this Article, the provisions of the Agreement do not apply to irregular part-time employees. Irregular part-time employees shall not be used to displace or lay-off a regular full-time or part-time employee.

Section 15.2 Replacement

Employees of the Employer and members of the Fire Department Ladies Auxiliary not covered by the terms of this Agreement may temporarily replace full-time employees covered by this Agreement only during periods of instructional training, responding to alarms, or in cases of emergency.

Section 15.3 Mutually Agreeable Shift Trades

Trading of time off and work time, by employees, within the Department shall be allowed upon notification to the Fire Chief.

Section 15.4 Safety

The Employer shall take reasonable measures in order to:

- (a) Provide heat, light and ventilation to employees at their place of work.
- (b) Control drafts, noise, toxic fumes, dust, dirt, grease and job hazards to which employees are subject at their places work.
- (c) The above to be in line with established City, County and State Laws governing them.

Section 15.5 Special Meetings

In the interest of sound labor relations between the employees and the Employer, special conferences may be held by mutual consent for the purpose of exchanging ideas and information. Agreements for such conferences shall be handled by the Chairman of the Bargaining Unit and the Fire Chief.

Section 15.6 No Strike Clause

(a) During the life of this Agreement, the Union shall not cause, permit or authorize its members to cause, nor shall any member of the bargaining unit take part in any sit-down, stay-in, slow-down, curtailment of work, restrictions of production, or interference of the operations and services of the employer.

(b) The Union agrees it shall take reasonable affirmative action to prevent or stop unauthorized strikes, work stoppages of any kind by notifying the employees that it disavows these acts.

(c) The employer, for its part, agrees that there shall be no lockout during the term of this Agreement. This lock-out provision shall not apply in the event of any strike by members of the bargaining unit during the life of this Agreement.

Section 15.7 Schooling

Within three (3) years of employment all full-time employees will obtain the Michigan State Fire Fighters Training Council two hundred forty hour (240) basic training course, to be paid by the City of Eaton Rapids.

The Employer agrees to pay the total cost of the tuition, required instructional material, mileage for use of personal vehicle at city-approved reimbursement rate, and parking expenses, for all full-time employees applying for and satisfactorily completing job-related training, which is approved by the Employer in advance.

Section 15.8 Military Leave

Leaves of absence shall be granted to employees who are active in the National Guards or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, provided such employee make written request for such leave of absence immediately upon receiving their orders to report for such duty.

Section 15.9 Union Business

Members shall have the right to conduct union business in the Stations on non-duty hours.

The City shall furnish an office and bunkroom for the principle use of members of the Bargaining Unit while on duty.

Section 15.10 Responsibility

On duty full-time employees shall assume responsibility for the station, equipment and personnel in the absence of the Fire Chief.

Section 15.11 Termination of Contract

Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified Mail to Local #2841 IAFF Secretary-Treasurer at current address and if to the Employer, addressed to the City of Eaton Rapids, City Hall, 206 S. Main St., Eaton Rapids, Michigan 48827 or to any other address the parties may make available to each other.

Section 15.12 Performance Evaluation

(a) The job performance of each individual new employee shall be evaluated at twenty (20) days by their Fire Chief and before completion of three (3) months of employment, and at one (1) year of employment. Thereafter the job performance of every employee shall be evaluated at least once a year unless it is necessary to document an employee's performance prior to the normal review date.

(b) In evaluating job performance, the employee's entire employment record shall be considered including, but not limited to job knowledge, quality and quantity of work and performance factors. The performance evaluation shall be reviewed with the employee by the Fire Chief. Recommendations for improvement in job performance shall be explained to the employee at this time and he shall have an opportunity to discuss his performance.

Section 15.13 Change in Personal Status

Employees shall notify the Employer of any change of name, address, telephone number, marital status or number of dependents promptly, within five (5) days after such change has been made. The Employer shall be entitled to rely upon the employee's last name, address, telephone number, marital status and number of dependents shown on its records.

Section 15.14 Legal Coverage

Whenever any claims are made or any civil action is commenced against an employee for damages caused by acts of the employee within the scope of his authority and while in the course of his employment, the City shall pay for, or engage in, or furnish the services of an attorney to advise the employee as to the claim and to appear for and represent the employee in the action.

The City may compromise, settle and pay such claims before or after the commencement of any civil action.

Whenever any judgement for damages is awarded against an employee as the result of any civil action or damages caused by the employee while in the course of his employment, the City shall indemnify the employee or

shall pay, settle or compromise the judgement. The City's obligations under this section shall be contingent upon the employee giving prompt notice of the commencement of any action, and upon the employee cooperating in the preparation, defense and settlement of such action.

Section 15.15 EMT Certification Bonus

Each employee who is certified and maintains certification by the Michigan Department of Public Health as an Emergency Medical Technician shall receive an annual bonus of seventy-five (\$75.00) effective January 1, 1987, of one hundred dollars (\$100.00) effective January 1, 1988, payable on the first pay period in January of each year.

ARTICLE XVI

DURATION AND TERMINATION

This Agreement shall become effective on the first day of January, 1987 and shall remain in full force and effect to and including the 31st day of December, 1988 and shall continue in full force and effect from year to year thereafter unless either party desires to change or modify any of the terms or provisions of this Agreement. The party desiring the change or modification must notify the other party in writing not less than ninety (90) days prior to termination.

ARTICLE XVII

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives the day and year first above written.

CITY OF EATON RAPIDS, MICHIGAN,
Municipal Corporation

BY: Daniel N. Wrubel
Daniel N. Wrubel, Mayor

DATED: APRIL 22, 1987
At Eaton Rapids, Michigan

Witness: Dennis O. Craun
Dennis O. Craun, City Clerk

LOCAL NO. 2841 OF THE
INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, also known
as Eaton Rapids Fire Fighters
Association, AFL-CIO

BY: Robert A. Glenn
Robert A. Glenn,
President
AND: Bruce W. Cherry
Bruce W. Cherry,
Secretary

APPENDIX "A"

Classification

Section 1.

Full-time Fire Fighter, Dispatcher salaries shall be:
Effective January 1, 1987 ----- \$7.08 per hour.
Effective January 1, 1988 ----- REOPENER.

Section 2.

A newly hired employee shall be paid Fifty Cents (50 cents) less per hour than specified base rate of pay during his probationary period.

Section 3.

The City of Eaton Rapids, at its discretion, may give step raises at 30 days, 60 days, and full pay after 90 days to all probationary personnel.