

3/31/90

AGREEMENT

Between

CITY OF PETOSKEY
FIREFIGHTERS UNIT

and

TEAMSTERS STATE, COUNTY AND MUNICIPAL
WORKERS, LOCAL 214

Effective April 1, 1987 through March 31, 1990

Michigan State University
LABOR AND INDUSTRIAL
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Petoskey, City of

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AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of April, 1987, between the CITY OF PETOSKEY, MICHIGAN, located at 200 Division Street, Petoskey, Michigan, (hereinafter referred to as the "EMPLOYER"), and TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS LOCAL 214, located at 2825 Trumbull Avenue, Detroit, Michigan, (hereinafter referred to as the "UNION").

WHEREAS, both parties are desirous of preventing strikes and lockouts and other cessations of work and employment; and of maintaining a uniform wage scale, working conditions and hours of employees of the Employer; and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and his employees; and of promoting and improving peaceful industrial and economic relations between the parties.

WITNESSETH:

ARTICLE 1

RECOGNITION, AGENCY SHOP AND DUES

Section 1.

The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement.

Section 2.

Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee concerning such matters.

a) Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.

Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this Agreement.

b) In accordance with the policy set forth under paragraphs (1) and (2) of this Section, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employee's exclusive

collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees, and its regular and usual dues. For present regular employees, such payments shall commence thirty-one (31) days following the effective date of this Agreement, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

c) If any provision of this Article is invalid under Federal Law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of Federal or State Law or shall be renegotiated for the purpose of adequate replacement.

d) In the event court action of any kind is taken against the Employer because of compliance with this Article, Union will defend Employer and render Employer harmless from any and all actions and settlements of litigation.

Section 3.

The Employer agrees to deduct from the pay of each employee, all dues and initiation fees of Local 214, and pay such amount deducted to said Local 214, for each and every employee, provided, however, that the Union present to the Employer, authorizations signed by such employee, allowing such deductions and payments to the Local Union.

Should any employee, for any reason, fail to sign a dues or service fee authorization slip, the Union may request, at its sole discretion, that said dues or service fee owed under said Agreement, be deducted by the Employer from the employee's paycheck pursuant to State law, without such authorization slip being signed.

Section 4.

A new employee shall work under the provisions of this Agreement but shall be employed only on a probationary basis for one (1) year during which period he may be discharged without further recourse, provided however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After one (1) year, the employee shall be placed on the regular seniority list. In case of discipline within the one (1) year period, the Employer shall notify the Local Union in writing.

Section 5.

The Employer agrees to respect the jurisdictional rules of the Union and shall not direct or require their employees other than the employees in the bargaining units here involved, to perform work which is recognized as the work of the employees in said units.

ARTICLE 2.

MANAGEMENT

The Employer shall remain vested with all management functions, but not limited to including the direction of the staff, the full and exclusive right to hire, promote, demote, discharge, discipline employees; to promulgate rules and regulations governing the conduct of employees and to require their observance; to make temporary job assignments necessary to insure the efficient performance of work; to control the use of vacations so as not to jeopardize the functions of the Employer; to establish and direct the location and methods of work, job assignments and work schedules; to maintain order and efficiency, to determine the hours of work including starting and quitting time, length of work week; and to accomplish the reduction of the work force for efficiency purposes; to control, direct and supervise all equipment, subject to the terms of this Agreement.

ARTICLE 3

RATES OF PAY

<u>Firefighter</u>	<u>4/1/87</u>	<u>4/1/88</u>
Starting rate	\$22,273.06	\$23,273.06
6 month rate	22,382.32	23,382.32
12 month rate	22,491.58	23,491.58
18 month rate	22,600.85	23,600.85
24 month rate	22,709.76	23,709.76
<u>Lieutenants</u>	22,866.08	23,866.08
<u>Captain</u>	23,458.75	24,458.75
<u>Assistant Chief</u>	23,708.30	24,708.30

ARTICLE 4

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 subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other plant, vendor, person or non-unit employees, so long as any employee in the bargaining unit is on layoff due to lack of work, except in the case of employees who are hired as a result of C.E.T.A. or other similar State or Federal funds and who are on layoff as a result of the loss of such funds.

ARTICLE 5

EXTRA CONTRACT AGREEMENTS

Section 1.

The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with the said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any agreement shall be null and void.

ARTICLE 6

SENIORITY

Section 1.

Strict seniority shall prevail in the layoff and rehire of employees. In reducing the work force because of lack of work or other legitimate cause, the last employee hired shall be the first employee laid off and the last employee laid off shall be the first employee rehired. In the layoff and the rehire of laid off personnel, the particular work performed by said employee could be considered as an important factor. The Union and the Employer shall jointly decide the extent that "work performed" shall hold weight in determining the layoff and rehire of personnel. Firefighters shall be allowed to bump employees in the Department of Public Works under this provision, provided they have more seniority than the employee they are bumping and the present ability to perform the job that they are bumping to.

In the event of unavailability of adequate funding, the Employer agrees to consult with the Union on matters pertaining to wages, fringe benefits, and other working conditions as an alternative to reducing the work force.

Section 2.

The Employer shall post a list of the employees arranged in order of their seniority. This list shall be posted in a conspicuous position at the place of employment.

Section 3.

Seniority shall be broken only by discharge or voluntary quit or layoff for a period of more than two (2) years.

Section 4.

In the event of a layoff, an employee so laid off shall be given two weeks notice of recall to work mailed to his last known address. In the event the employee fails to make himself available for work at the end of said two weeks, he shall lose all seniority rights under this Agreement.

Section 5.

The Steward shall be granted super-seniority for purposes of layoff and rehire.

Section 6.

An employee in a classification subject to the jurisdiction of the Union, who has been in the past or will in the future be promoted to any supervisory position and is thereafter transferred or demoted to a classification subject to the jurisdiction of the Union shall not accumulate seniority while working in a supervisory position. The employee who is so transferred or demoted shall commence work in a job generally similar to the one he held at the time of his promotion and he shall maintain the seniority rank he had at the time of his promotion. It is further understood that no temporary demotions in

supervisory positions will be made during the temporary layoffs.

ARTICLE 7

DISCHARGE OR SUSPENSION

The Employer shall not discharge or suspend any employee without just cause, but in respect to discharge or suspension shall give at least one warning notice of the complaint against such employee to the employee, in writing, and a copy of the same to the Union and Steward, except that no warning notice need be given to an employee before he is discharged if the cause of such discharge is dishonesty or drunkenness or recklessness resulting in serious accident while on duty or the carrying of unauthorized passengers while on the job. The warning notice as herein provided shall not remain in effect for a period of more than nine (9) months from the date of said warning notice. Discharge must be by proper written notice to the employee and the Union. Any employee may request an investigation as to his discharge or suspension. Should such investigation prove that an injustice has been done an employee, the employee shall be reinstated and compensated at his usual rate of pay for the period he was out of work. A request by an employee for an investigation as to his discharge or suspension must be made by written request within five (5) calendar days from the date of discharge or suspension. Appeal from discharge or suspension must be heard within ten (10) calendar days and decision reached within fifteen (15)

calendar days from the date of discharge or suspension. If no decision has been rendered within fifteen (15) calendar days, the case shall then be taken up as provided for in Article 8 hereof.

ARTICLE 8

GRIEVANCE PROCEDURE

Section 1.

It is mutually agreed that all grievances, disputes or complaints arising under and during the terms of this Agreement shall be settled in accordance with the procedure herein provided and that there shall at no time be any strikes, tie-ups of equipment, slow-downs, walk-outs or any other cessation of work through the use of any method of lockout or legal proceedings. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

Section 2.

Should any grievance, dispute or complaint arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

STEP 1:

By conference between the aggrieved employee, the Steward, or both, and the supervisor and/or department head. It shall be the responsibility of the aggrieved to reduce any grievance to writing on the regular grievance form provided by the Local Union within five (5) working days of the alleged grievance.

STEP 2:

Before proceeding to Step 3, a hearing between the Union representatives and the Employer and/or its representatives will be held within ten (10) working days and a decision will be rendered in seven (7) working days after the meeting.

STEP 3:

In the event the last step fails to settle the grievance, the Union, within thirty (30) days, may submit the issues to an arbitrator selected from the Federal Mediation and Conciliation Service for final determination. Such decision will be binding on both parties.

Any grievance that is arbitrable, upon proper notification as provided in this Agreement, may be submitted to one arbitrator chosen by mutual agreement by the parties. If mutual agreement cannot be obtained, the arbitrator will be selected from a panel of arbitrators obtained from the Federal Mediation and Conciliation Service by each party alternately striking a name from the panel with the remaining name serving as the arbitrator. The compensation and expenses of the arbitrator shall be shared equally by the City and the Union. The employee involved, or if a group grievance, one representative from the group may be in attendance without loss of pay. Witnesses shall be compensated for lost time by the party calling the witness. The arbitrator shall have no power to add to, subtract from, or modify this Agreement, or to declare any provisions of this Agreement illegal.

Section 3.

Grievances must be taken up promptly and no grievance will be considered or discussed which is presented later than ten (10) working days after such has happened.

Section 4.

It is further agreed that in all cases of any unauthorized strike, slow-down, walk-out or any unauthorized cessation of work, the Union shall not be liable for damage resulting from such unauthorized acts of its members.

While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer, during the first twenty-four (24) hours of such unauthorized work stoppage, shall have the sole and complete right of reasonable discipline short of discharge. Such Union member shall not be entitled to or have any recourse to any other provisions of this Agreement.

Section 5.

After the first twenty-four (24) hour period of such stoppage, however, the Employer shall have the right to immediately discharge any Union member participating in any unauthorized strike, slow-down, walk-out or any other unauthorized cessation of work and such Union member shall not be entitled to or have any recourse to any other provisions of this Agreement.

ARTICLE 9

STEWARDS

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 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 collection of dues when authorized by appropriate Local Union action;
- 3) The transmission of such messages and information which shall originate with and are 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 handle goods, or any other interference with the Employer's business.

The Job Steward and alternate have no authority to take strike action, or any other action interrupting the Employer's operations, except as authorized by official action of the Local Union. The Employer recognizes these limitations upon the authority of Job Steward and their alternate, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Steward

has taken unauthorized strike action, slow-down or work stoppage in violation of this Agreement. The Steward shall be permitted reasonable time to investigate, present and process grievances on the Employer's property without loss of time or pay during his regular working hours. Such time spent in handling grievances during the Steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Steward. Employees may elect one Steward who may investigate and present complaints during working hours, provided this does not disrupt normal work and time is cleared with department head.

ARTICLE 10

ABSENCE

Section 1.

Any employee desiring a leave of absence from his employment shall secure written permission from both the Local Union and the Employer. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods.

Permission for extension must be secured from both the Local Union and Employer. During the period of absence, the employee shall not engage in gainful employment in the same industry in classifications covered by this contract. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved. Inability to work because of proven sickness or injury shall

not result in the loss of seniority rights.

Section 2.

The Employer agrees to grant necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention, or serve in any capacity on other official Union business, provided forty-eight (48) hours written notice is given to the Employer by the Union, specifying length of time off for Union activities. Due consideration shall be given to the number of men affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

ARTICLE 11

LIMITATION OF AUTHORITY AND LIABILITY

Section 1.

No employee, Union member or other agent of the Union shall be empowered to call or cause any strike, work stoppage or cessation of employment prohibited under Act 379, P.A. 1965 and the Union shall not be liable for such Act.

Section 2.

Any individual employee or group of employees who willfully violate or disregard the arbitration and grievance procedure set forth in Article 8 of this Agreement, may be summarily discharged by the Employer without liability on part of the Employer or the Union.

ARTICLE 12

PICKET LINE

Section 1.

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of Unions party to this Agreement and including primary picket lines at the Employer's place of business. Provided that this Section shall not apply to firefighters called to extinguish a fire or to provide emergency medical service or transportation.

Section 2.

Within five (5) working days of filing of grievance claiming violation of this Article, the parties to this Agreement shall proceed to the final step of the grievance procedure, without taking any intermediate steps, any other provision of this Agreement to the contrary notwithstanding.

ARTICLE 13

MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment in his individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this

Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that provisions of this Section shall not apply to inadvertent or bonafide errors made by the Employer or the Union in applying terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error.

ARTICLE 14

GENERAL

Section 1.

The Employer agrees that it will allow the proper accredited representative of the Local Union access to the Fire Station at any time for the purpose of policing the terms and conditions of this Agreement.

Section 2.

The Union shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the Employer other than personal records pertaining to a specific grievance.

ARTICLE 15

HOSPITALIZATION, PENSION AND LIFE INSURANCE

Section 1.

The Employer will continue to provide present health insurance plan or equivalent, including master medical,

prescription rider and other coverage in effect at the signing of this Agreement, with costs of this benefit to be paid for entirely by the Employer. A retiring employee may keep his health insurance plan in effect as part of the Employer group, only the retiring employee must pay the entire cost of the plan after his retirement.

Section 2.

Employees to be covered under the Municipal Employees Retirement System Plan C-1. The Employer shall pay the employees' contribution to the pension system. Effective 4/1/89, the Employer will upgrade the employees' pension plan to MERS Plan C-2, with the B-1 base and the F55/25 Rider. The Employer will pay 100% of the Employer's and the employees' contributions.

Section 3.

Life Insurance \$12,500.00 per employee - term insurance - to be paid for by the Employer.

A) When an employee is laid off, the Employer will pay the next two health insurance monthly payments. Coverage beyond two payments is the responsibility of said employee.

B) When an employee is laid off, the Employer will pay the next two monthly payments for life insurance. For coverage beyond two payments, the employee is responsible.

C) When an employee is off work due to job related injury, the Employer will:

- 1) Pay health insurance premiums for six (6) monthly payments;
- 2) Pay life insurance premiums for six (6) months. For coverage beyond six (6) months, the employee is responsible.

D) When an employee is off work for other reasons, the Employer will:

- 1) Pay health insurance premiums for one (1) month.
- 2) Pay life insurance premiums for one (1) month. For coverage beyond one month, the employee is responsible. For this clause, an employee drawing sick pay is considered at work.

Section 4. Teamster's Dental and Optical Insurance:

The Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund, for each employee covered by this Agreement who is on the regular seniority list, unless otherwise specified in this Agreement, a Dental and Optical contribution (Group Plan 201) currently:

\$8.50 per week, effective April 1, 1987

\$9.35 per week, effective April 1, 1988

Contributions to the Health and Welfare Fund must be made for each week on each regular employee, even though such employee may work only part-time under the provisions of this Agreement, including paid vacations and weeks where work is performed for the Employer but not under the provisions of this Agreement, and although contributions may

be made for those weeks into some other Health and Welfare fund.

Employees, not covered by this Agreement, who work either temporarily or in cases of emergency under the terms of this Agreement, shall not be covered by the provisions of this Section.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions to the Health and Welfare Fund during that time the employee is off work, up to a period of one (1) month. If an employee is injured on the job, the Employer shall continue to pay the required contributions until the employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months from the date of disability or injury. If an employee is laid off, the Employer shall continue to pay the required contributions to the Health and Welfare Fund for a period of two (2) months following the layoff.

Notwithstanding anything herein contained, it is agreed that in the event the Employer is delinquent at the end of a monthly period in payment of his contribution to the Health and Welfare Fund, in accordance with the rules and regulations of the Trustees of such Fund and after the proper official of the Local Union has given seventy-two (72) hours notice to the Employer of such delinquency in the

Health and Welfare Fund payments, the Union shall have the right to take such action as it deems necessary until such delinquent payments are made, and it is further agreed that; in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

It is agreed that the Welfare Fund will be separately administered jointly by the Employer and Union in compliance with all applicable laws and regulations.

The Employer authorizes the Employers Associations who are signatories to collective bargaining agreements with Teamsters Unions containing similar provisions, to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer Trustees under such Trust Agreements, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

ARTICLE 16

PAY PERIOD

All regular employees covered by this Agreement shall be paid in full every two (2) weeks on Thursday. All other employees shall be paid at the end of their working period. Not more than seven (7) days shall be held from a regular employee.

ARTICLE 17

BONDS

Should the Employer require any employee to be bonded, any premium involved shall be paid by the Employer.

ARTICLE 18

LOSS OR DAMAGE

Employees shall not be charged for loss or damage unless clear proof of negligence is shown. This article is not to be construed as applying to charging employees for damage to equipment.

ARTICLE 19

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 Fire Chief, except that the Employer shall provide, at a minimum, one (1) new uniform per year and shall replace any uniform with significant soil or damage on an as needed basis. The Employer shall pay the cost of cleaning uniforms.

ARTICLE 20

EQUIPMENT, SERVICES, ACCIDENTS AND REPORTS

Section 1.

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 a 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. The Employer shall not ask or require any employee to take out equipment that has been reported by another employee as being in an unsafe operating condition until same has been approved as being safe by the Department of Public Works motor pool supervisor.

When the occasion arises where an employee gives written report on forms in use by the Employer of a vehicle being in unsafe working operating condition, and receives no consideration from the Employer, the employee shall take the matter up with the officers of the Union who will take the matter up with the Employer.

Section 5.

Where new types of equipment and services for which rates of pay are not established by this Agreement are put into use, within operations covered by this contract, rates governing such operations shall be subject to negotiations between the parties. Rates agreed upon or awarded shall be effective as of date equipment is put into use.

Section 6.

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

ARTICLE 21

WORKER'S COMPENSATION

The Employer agrees to cooperate toward the prompt settlement of employee's on-the-job injury and sickness claims when such claims are due and owing. The Employer shall provide Worker's Compensation protection for all employees.

ARTICLE 22

MILITARY SERVICE

Any employee on the seniority list inducted into military, naval, marine or air service under the provisions of any Federal Selective Service Training Statute and amendments thereto, or any similar act in time of National Emergency, shall, upon termination of such service, be re-employed in line with his seniority, at the then current rate for such work, provided he has not been dishonorably discharged from such service with the United States Government and is physically able to do work available and, further, provided he reports for work within ninety (90) days of the date he is discharged from such service with the United States Government.

ARTICLE 23

VACATIONS

ELIGIBILITY:

Section 1.

All employees in the bargaining unit shall become eligible for one (1) weeks' vacation with pay when they have attained one (1) years' seniority or more, provided that they have been on the active payroll for at least nine (9) months during the last preceding year.

Section 2.

All employees in the bargaining unit shall become eligible for two (2) weeks' vacation with pay when they have

attained three (3) years' seniority or more, provided that they have been on the active payroll for at least nine (9) months during the last preceding year.

Section 3.

All employees in the bargaining unit shall become eligible for three (3) weeks' vacation with pay when they have attained seven (7) years' seniority or more, provided that they have been on the active payroll for at least nine (9) months during the preceding year.

Section 4.

All employees in the bargaining unit shall become eligible for four (4) weeks' vacation with pay when they have attained twelve (12) years' seniority or more, provided that they have been on the active payroll for at least nine (9) months during the last preceding year.

Section 5.

Employees who earn four (4) weeks' of vacation per year shall be allowed to use up to two (2) weeks' per year of their earned vacation in less than one (1) week increments. The remaining earned vacation used in that year must be taken in minimum increments of one (1) week, unless otherwise authorized in writing by the Fire Chief.

Employees who earn less than four (4) weeks' but more than one (1) week of vacation per year shall be allowed to use up to one (1) week per year of their earned vacation in less than one (1) week increments. The remaining earned

vacation, used in that year, must be taken in minimum increments of one (1) week unless otherwise authorized, in writing, by the Fire Chief. Employees who earn one (1) week vacation per year must take their vacation in a one (1) week increment unless otherwise authorized in writing by the Fire Chief.

Section 6.

Employees failing to work nine (9) months of a qualifying year for vacation purposes will be paid on a pro-rata basis, deducting one twelfth (1/12) of the vacation which would have been due, for each month of work lost during the qualifying year.

AMOUNT OF VACATION PAY:

Section 1.

Each week of vacation pay shall be equal to the weekly guarantee determined by dividing the employee's yearly rate of pay shown in Article 3, by 52.

Section 2.

If a holiday should fall within the vacation period, the employee shall be paid an additional day's pay of eight (8) hours at the special holiday rate.

Section 3.

Employees shall not be allowed to accept pay in lieu of vacation time off, except with the consent of Employer and Union.

TIME FOR VACATION, LEAVE OF ABSENCE:

Section 1.

The Employer shall have the right to determine vacation leaves of absence so that such vacation leaves of absence shall not interfere with efficient operation of the Employer.

Section 2.

Subject to Section (1) above, vacation requests shall be granted according to seniority.

Section 3.

Any employee who has earned his vacation and is separated from his employment before taking it, shall be paid the amount earned at the time of separation.

ARTICLE 24

HOLIDAYS

Section 1.

Employees shall be paid eight (8) hours pay at the special holiday rate for the following nine (9) holidays:

New Year's Day	Memorial Day
Fourth of July	Labor Day
Thanksgiving Day	Christmas Eve Day
Christmas Day	Good Friday
New Year's Eve Day	

In addition to the above holidays, employees shall be granted one (1) personal leave day per calendar year.

Section 2.

In order to qualify for eight (8) hours of special

holiday pay for a holiday not worked, it is provided that employees must work the regular scheduled work day which immediately precedes or follows the holiday, except in cases of proven illness or unless the absence is mutually agreed upon.

Section 3.

During the first ninety (90) days of employment, employees are not entitled to holiday pay.

Section 4.

Employees are entitled to holiday pay if the holiday falls within the first thirty (30) days of absence due to occupational injury, or during a period of permissible absence.

Section 5.

If a holiday falls within the thirty (30) day period following an employee's layoff due to lack of work, and such employee is also recalled to work during the same thirty (30) day period but did not receive any holiday pay, then in such case the employee shall receive an extra days' pay for such holiday in the week in which he returns to work. Said extra days' pay shall be equivalent to eight (8) hours at the special holiday rate specified in the contract. An employee who was laid off because of lack of work and is not recalled to work within the aforementioned thirty (30) day period is not entitled to the extra pay upon the employee's return. Under no circumstances shall extra pay referred to

herein be construed to be holiday pay nor shall it be construed to be as hours worked for weekly overtime.

ARTICLE 25

SICK LEAVE

Employees shall receive one (1) day sick leave for each month worked and pro-rated for less than a full year. Employees must be employed for at least one year before being eligible for any sick leave benefits. After that, the employee may use sick days as accumulated for the first year and each month thereafter as earned. Charges against sick leave will be in whole day increments, except as noted below. Illness of less than three (3) hours in one day will not be charged against sick leave. Illness of more than two (2) days will require a doctor's certificate and proof of illness may be required for two (2) days illness or less. Where an employee is injured on the job and receives Worker's Compensation, a sick leave accumulation may be used to supplement compensation and insure a full pay period. The Employer will make up the difference between compensation payments and a normal days' pay and charge one-half (1/2) day sick leave time against the employee's accumulated sick leave.

For employees whose regular work schedule is fifty-six (56) hours per week, the first two consecutive twenty-four (24) hour duty periods missed because of illness will result in the loss of one (1) day of sick leave. If more than two

(2) consecutive duty periods are missed due to illness, then, for each duty period missed beyond the first two (2), two (2) days will be charged to the employee's sick leave bank. For employees whose regular work schedule is forty (40) hours per week, the first two (2) consecutive duty days missed because of illness will result in the loss of one day of sick leave. Each consecutive duty day missed beyond the first two (2) will result in the loss of one (1) day of sick leave.

The Employer will pay for up to thirty-five (35) days in excess of sixty-five (65) days of accumulated sick leave upon retirement or death.

On January 1st of each year, an employee will be given an account of his sick leave bank.

ARTICLE 26

PAID FOR TIME

All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Rate of pay provided for by this Agreement shall be contained in Article 3. Time shall be computed from the time that the employee is ordered to report for work and registers in and until the time he is effectively released from duty.

Employees called to work shall be allowed sufficient time, without pay, to get to the job, and shall draw full pay from the time ordered to report and registered in.

The Employer must put the employee's hours worked and hourly rate on the pay check stub.

ARTICLE 27

FUNERAL LEAVE

Employees will receive time required, not to exceed five (5) calendar days to attend the funeral of his spouse or child. Employees will receive time required not to exceed three (3) days to attend the funeral of mother, father, brother, sister, mother-in-law, father-in-law, or any other relative living in employee's household. Employees will receive one (1) day to attend the funeral of grandparents or grandparents-in-law. Upon approval of the department head, employees may receive up to two (2) hours time off, with pay, to attend local funeral of relative or close friend.

ARTICLE 28

JURY DUTY AND COURT APPEARANCE

Employees will receive regular pay while on jury duty but will be required to turn in pay received as juror to the City. For duty related court appearance, employees shall be guaranteed two (2) hours pay at time and one-half (1-1/2) provided that such appearance does not fall within regularly scheduled duty hours, in which case employees will receive his regular rate of pay. Witness fees or other court related compensation shall be returned to the City.

ARTICLE 29

GENERAL PROVISIONS

JOB OPENINGS:

Section 1.

In the event of job openings covered by this Agreement, the Employer shall post said openings for one (1) week. Employees shall be permitted to bid for such job openings only within the said one (1) week period. Job openings will be filled from bids submitted on the basis of an employee's seniority and ability. The Employer will consult with the Union Steward or Union Representative before filling job openings. Employees transferred through such procedure will be given a thirty (30) day trial period on the job to which they were transferred. If the employee remains on the job after the trial period, he shall not be allowed to bid again for a six (6) month period from the date of the job change.

Section 2.

Job openings to be posted for one (1) week and filled one (1) week after posting time has expired.

POSTING OF NOTICES:

The Employer agrees to the posting within the Employer's premises of notices of Union meetings and other legitimate notices by an elected or appointed official of the Local Union.

UNION ACTIVITIES:

Any employee, member of the Union, acting in any official capacity whatsoever, shall not be discriminated against for his acts as such officer of the Union so long as such acts do not interfere with the conduct of the Employer's business nor shall there be any discrimination against any employee because of Union membership or activities.

CHAUFFEUR'S LICENSE:

If employee's job classification calls for a Chauffeurs License, he must obtain one and the Employer will pay the cost.

INSPECTION PRIVILEGES:

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to.

LODGING AND MEALS:

All employees out of town on Employer business shall be paid for all meals and lodging. The Employer will provide breakfast if the employee is away from the City before 7:00 a.m., and dinner if the employee is away from the City after 7:00 p.m.

JOB CLASSIFICATIONS:

Section 1.

Any employee temporarily transferred from a lower classification to a higher classification shall receive the rate of pay established for the higher classification if a full day is worked on such higher classification.

Section 2.

Any employee transferred temporarily from a higher classification to a lower classification shall retain his higher rate of pay during the temporary period.

Section 3.

Any employee transferred permanently from a higher to a lower classification shall receive the rate of pay established for the lower classification.

SAFETY PROGRAM:

A program will be established for the purchase of industrial safety glasses. The Employer will pay for one-half (1/2) the cost of glasses only, excluding the examination, one per year. All personnel are required to wear safety glasses. The Employer will pay one-half (1/2) the cost of safety shoes, once per year. All personnel are required to wear safety shoes.

AVAILABILITY FOR DUTY:

Firefighters will be expected to be available for duty on off duty days in case of fire. The Fire Chief shall have control over the number of firefighters out of town at any one time.

the premium rate of pay shall be computed by dividing the employee's base annual salary by 2080 times one and one-half (1-1/2).

TUITION REIMBURSEMENT:

The Employer shall reimburse employees the full cost of tuition paid by the employee for all approved classes and seminars completed by the employee subject to the following:

- a) Classes or seminars must be approved, in writing, by the Fire Chief prior to commencement of the class or seminar. Approved classes or seminars may include, but are not limited to, college level courses with general applicability to the employee's work and seminars to improve fire service knowledge or skills.
- b) Employees must successfully complete the class or seminar and provide documentation of completion. If the class is for college credit, the employee must receive a minimum grade point of 2.0.

ARTICLE 30

SAFETY COMMITTEE

Section 1.

A safety committee shall continue to promulgate and regulate standard safety practices and programs.

Section 2.

The safety committee shall be headed by the City Manager or his designated safety director. The committee shall consist of a minimum of two (2) additional persons,

one of whom shall be the Union Steward or his designated representative.

Section 3.

The duties of the safety committee shall include, but not necessarily be limited to the following:

- a) Establish safety rules and regulations governing the operation of personnel and equipment, in line with MIOSHA and other accepted safety practices.
- b) Plan and establish an ongoing safety program for all employees.
- c) Meet at least monthly to analyze accident reports and complaints and evaluate the effectiveness of the safety program.
- d) Periodically inspect all of the Employer's operations and make recommendations to improve safety conditions.

ARTICLE 31

FIREFIGHTERS

FIREFIGHTERS' HOURS:

If the State Legislature of the State of Michigan or Congress of the United States reduces the Firefighters' work week below fifty-four (54) hours, then the parties shall enter into immediate collective bargaining negotiations over the hours and wages for the firefighters, upon the request of either the Union or the Employer, for the purpose of arriving at a mutually satisfactory agreement over the wages and hours of firefighters under the new law. Such

negotiations shall be limited to the hours and wages for firefighters. If the parties do not agree on the wages and hours for firefighters, either party shall be permitted all legal recourse in support of its demands notwithstanding any provision in this contract to the contrary. Notwithstanding these negotiations, the remainder of this contract or any rider thereto or the application of any Article or Section other than those relating to the hours and wages of firefighters and to the right of each party to legal recourse in support of its demands for the wages and hours of firefighters shall not be affected by this Article.

HOURS OF WORK:

Pursuant to State Law, the fifty-six (56) hour work schedule must represent an average time worked, rather than a fixed number of hours per week.

WORK SCHEDULES:

Section 1.

The Employer may implement a forty (40) hour, five (5) day per week work schedule. Employees assigned to work this shift shall be compensated at an hourly wage equal to their base annual salary divided by 2080 hours.

Section 2.

The fifty-six (56) hour per week work schedule shall be as follows unless otherwise mutually agreed between the Employer and the Union:

Work one day	(24 hour period - 7 a.m. to 7 a.m.)
Off one day	(24 hour period - 7 a.m. to 7 a.m.)
Work one day	(24 hour period - 7 a.m. to 7 a.m.)
Off one day	(24 hour period - 7 a.m. to 7 a.m.)
Work one day	(24 hour period - 7 a.m. to 7 a.m.)
Off four days	(96 hour period - 7 a.m. to 7 a.m.)

A) The regular work week shall consist of either an average of fifty-six (56) hours or forty (40) hours per week.

B) For the fifty-six (56) hour week the workday shall be defined as twenty-four (24) hours per day. For the forty (40) hour work week the workday shall be defined as eight (8) hours per day.

C) Effective January 4, 1987, for training, fighting fires and related duties only, all hours worked in excess of an employee's regularly scheduled workday or workweek, shall be compensated at the rate of one and one-half (1-1/2) the employee's ADJUSTED HOURLY RATE. The ADJUSTED HOURLY RATE shall be computed by dividing the employee's base annual salary by 2080, regardless of the employee's normal work schedule. All other overtime shall be compensated at one and one-half (1-1/2) times the employee's regular hourly rate which shall be computed by dividing their base annual salary by either 2912 (when the regular weekly work schedule

is fifty-six (56) hours) or 2080 (when the regular weekly work schedule is forty (40) hours).

D) Employees called back to work after their regular scheduled work day or prior to their regular scheduled work day shall be guaranteed a minimum of two (2) hours pay at one and one-half (1-1/2) times their regular or adjusted hourly wage pursuant to paragraph C of this section.

E) Employees whose regular work schedule is fifty-six (56) hours per week shall receive holiday pay, for each holiday included in this Agreement, computed on the basis of eight (8) hours at their regular hourly wage times 1.27, regardless if the holiday occurs on their scheduled day to work or their scheduled day off.

Employees whose regular work schedule is forty (40) hours per week shall receive holiday pay of eight (8) hours at their regular hourly rate for each holiday included in this Agreement. If they work a holiday, they will be compensated at time and one-half (1-1/2) their regular hourly rate for all hours worked in addition to their holiday pay.

F) Opportunities for overtime shall be evenly distributed, on an annual basis, among all firefighters regardless of their normal work schedule.

G) There shall be no pyramiding of overtime.

ARTICLE 32

AMBULANCE OPERATION FOR FIREFIGHTERS

The Employer shall have the right to implement an ambulance service either by contract, in whole or in part, or through the use of firefighters, at its option. Prior to implementing an ambulance service, the Employer shall notify the Union, in writing, of this action and shall complete negotiations regarding changes in working conditions, including wages, related to the ambulance service only. Where it is not possible to give prior notice or to complete negotiations, the Employer may implement the service immediately and providing notice and commencing negotiations as soon thereafter as practical. Subsequent changes in this Agreement, negotiated pursuant to this Article, shall be retroactive to the date the ambulance service was implemented.

Firefighters shall be required to maintain their State of Michigan Emergency Medical Technician licenses and the Employer shall pay all costs associated with the maintenance of these licenses.

ARTICLE 33.

SEPARABILITY AND SAVINGS CLAUSE

If any Article or 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 Article or 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 Article or 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 Article or 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 Article or 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.

ARTICLE 34

TERMINATION OF AGREEMENT

Section 1.

This Agreement shall be in full force and effect from April 1, 1987, to and including March 31, 1990, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the

other at least sixty (60) days prior to the date of expiration.

Section 2.

It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to March 31, 1990, or March 31st of any subsequent contract year, advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement. The respective parties shall be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

Section 3.

It is further agreed by the parties hereto that upon receiving proper cancellation notice of this Agreement, the parties agree to start negotiations at least forty-five (45) days before the expiration date of this Agreement.

Section 4.

In the event of an inadvertent failure by either party to give the notice set forth in Section 1 and 2 of this Article, such party may give such notice at any time prior to the termination date. Automatic renewal date of this Agreement shall be the sixty-first (61) day following such notice.

IN WITNESS WHEREOF, the parties hereto have hereunto
set their hands and seals the day and year above written.

CITY OF PETOSKEY:

TEAMSTERS STATE, COUNTY AND
MUNICIPAL WORKERS, LOCAL 214:

By: *George Korthauer*
George Korthauer
City Manager

By: *Dale J. Majerczyk*
Dale Majerczyk
Business Representative

By: *Leona Reisserer*
LEONA REISSENER
Director of Finance

By: *Norm Croff*
Norm Croff, Steward

By: _____