

C

6-30-74

City of Bay City

**COLLECTIVE
BARGAINING
AGREEMENT**

between

**The City of Bay City,
Michigan,**

A Michigan Municipal Corporation

and

Local No. 1435

of the

**International Association
of Fire Fighters**

also known as the

Bay City Fire Fighters

Union, AFL-CIO

Michigan State University

LABOR AND INDUSTRIAL

RELATIONS LIBRARY

City Manager
City Hall

Bay City, Michigan 48706

**COLLECTIVE
BARGAINING
AGREEMENT**

between

**The City of Bay City,
Michigan,**

A Michigan Municipal Corporation

and

Local No. 1435

of the

**International Association
of Fire Fighters**

also known as the

**Bay City Fire Fighters
Union, AFL-CIO**



INDEX

Article

Agreement	1
1 Principles, Policies, Purpose	1
2 Hours of Work	5
3 Salaries	7
4 Vacations	8
5 Holidays	11
6 Leaves of Absence	13
7 Dispatcher	17
8 Hospital, Surgical, Medical	18
9 Grievance and Arbitration	19
10 Uniforms, Firefighting clothes, Equipment	21
11 Pensions Benefits	22
12 Personnel, Duties, Promotions	22
13 Transfers	26
14 Reprimands, Discipline, Punishment	26
15 Salary and Wages	27
16 Food Allowance	27
17 Life Insurance	27
18 Out-City Residence	28
19 Manpower	28
20 Cleaning Allowance	30
21 Longevity Pay	30
22 Premium Pay	30
23 Schooling for Firefighters	30
24 Continuing Education	31
25 General	31
26 Duration	32
Appendix A — Salary Schedule	33
Appendix B — Sick List or Buddy System ..	34

COLLECTIVE BARGAINING AGREEMENT

This Agreement entered into February 26, 1973, effective July 1, 1971, between the City of Bay City, Michigan, a Municipal Corporation, hereinafter called the "City," and Local No. 1435 of the International Association of Firefighters, also known as the Bay City Firefighters 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 1

Principles, Policies, Purpose

Sec. 1:1

The parties hereto have entered into this Agreement pursuant to the authority of Act 336 of the Public Act 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 interest of the community; to improve the public firefighting service; and to provide an orderly and equitable means of resolving future differences between the parties.

Sec. 1:2 — Definitions

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

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

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

Sec. 1:3 — Membership

The employer agrees that all employees in the bargaining unit, defined as the officers and men of the Bay City Fire Department, excluding the Fire Chief, shall either be members in good standing of the Union or pay a service fee proportional to the collective bargaining cost of the Union, including the cost of negotiation and administration of contracts, the amount of which fee the Union shall certify to the employer. Provided, however, that any employee hired after the date of execution of this Agreement shall either become a member of the Union or shall pay a service fee proportional to the collective bargaining cost of the Union, including

the cost of negotoation and administration of contracts, the amount of which fee the Union shall certify to the employer, with the obligation effective on the 31st day after commencement of employment. This section is in no way intended to alter the basic probationary period of one year used by the Department.

These provisions shall be a condition of employment and no employee shall be retained by the City unless the employee either bcomes a member of the Union or pays a service fee proportional to the collective bargaining cost of the Union, including the cost of negotiation and administration of contracts, the amount of which fee the Union shall certify to the employer.

Sec. 1:4 — Dues Deduction

Upon a receipt of a written authorization of payroll deduction, the employer agrees to deduct Union dues for Union members or an amount equal to the Union dues for non-members, excluding the Fire Chief, from the pay of each employee authorizing said deduction.

Said dues for Union members or an amount equal to the Union dues for non-members, excluding the Fire Chief, shall be deducted from the employees' pay, authorizing such deduction, at the end of the third week of every month during the term of this Contract and the City shall remit all dues from Union members and an amount equal to the Union dues for non-members, excluding the Fire Chief, made from the authorized deductions of the employees' pay check to the designated Treasurer of the Union within five (5) work days of the time the deductions are made.

The Union will initially notify the City as to the amount of the dues to be deducted for Union members and the amount equal to the Union dues for non-members, excluding the Fire Chief. Any changes in the dues rate and the equivalent shall be similarly certified to the City and shall be done at least one (1) month in advance of the effective date of such change.

Sec. 1:5 — Union Activities

1. Employees and their Union representatives shall have the right to join the Union to engage in lawful concerted activities for the purpose of collective negotiations or bargaining, or other mutual aid and protection.

2. The President and/or his duly authorized representative of the Union shall be afforded reasonable time off during regular working hours without loss of pay to fulfill their Union responsibilities, including negotiation with the City, processing of grievances, and administration and enforcement of this Agreement.

3. The Union shall be provided suitable bulletin boards, including at least one (1) at each fire station, for the posting of Union notices or other materials; such boards shall be identified with the name of the Union, and the Union shall designate persons responsible therefor.

4. The Union may schedule committee meetings on Fire Department property insofar as such meetings are not disruptive of the duties of the employees or the efficient operation of the Department.

5. One man shall be allowed five (5) days off with pay for the International Association of Fire Fighters Bi-annual Convention and three (3) men shall be allowed two (2) days each with pay for the Michigan State Fire Fighters Union Bi-annual Convention.

The following is our mutual understanding: One forty (40) hour personnel shall be allowed five (5) days off with pay for the International Association of Fire Fighters Bi-annual Convention, or one fifty-six (56) hour personnel shall be allowed six (6) twelve-hour days off with pay for the International Association of Fire Fighters Bi-annual Convention. It is understood that in the case of the fifty-six (56) hour personnel, if they are scheduled to work the day preceding or the day following the convention, the scheduled work day will be allowed off with pay, to be used as travel time and would be included in the total of six (6) twelve (12) hour days. And three (3) men inclusive from either/and/or the forty-hour personnel and/or the fifty-six hour personnel shall be allowed four (4) days each off with pay to attend the Michigan State Fire Fighters Union Bi-annual Convention.

It is understood that a normal work day for forty (40) hour personnel is eight (8) hours and for fifty-six (56) hour personnel is twelve (12) hours.

It is further understood that the days off with pay to attend the International Association of

Fire Fighters Bi-annual Convention or the Michigan State Fire Fighters Union Bi-annual Convention will only be granted to the personnel normally scheduled to work. The time and place of the conventions will be submitted to the Fire Chief by Local 1435.

Sec. 1:6 — Aid to Other Unions

The City shall not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or organization for the purpose of undermining the Union, and the City shall make available to all employees of the bargaining unit a copy of this Agreement, calling their attention to the fact that the Union has been recognized as the exclusive bargaining agent for all employees in the bargaining unit, with respect to rates of pay, wages, hours of employment and working conditions.

Sec. 1:7 — Management Rights

Except when limited by the express provisions elsewhere in the Agreement, nothing in this Agreement shall restrict the City in the exercise of its functions of management under which it shall have among others the right to hire new employees and to direct the working force; to discipline, suspend and discharge for cause; transfer or lay off employees; require employees to observe departmental rules and regulations; to determine the location and number of fire station; to decide the emergency services to be provided the public; to introduce new firefighting equipment, methods and processes; and to determine the work standards; to determine procedures by which such firefighting or related work is to be performed. It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other rights not enumerated.

Sec. 1:8 — Continuation of Working Conditions

The City agrees to maintain all present conditions of employment that are specifically accorded the employee, or are awarded to them by practice and custom, where said conditions relating to the vacations, wages, hours and conditions of employment are now in effect by rule or custom or practice, except where said conditions as referred to are improved by this Contract and, in such event, this Contract shall control.

This section is not intended to include any practices or customs or rules arising after the date of this Contract but is merely intended to insure a continuation of practices, rules and/or customs in use prior to this Agreement.

Sec. 1:9 — Changes in Wages, Hours or Terms and Conditions of Employment

The City and the Union mutually agree to make no unilateral changes in wages, hours or terms and condition of employment either contrary to this Agreement or otherwise.

ARTICLE 2

Hours of Work

Sec. 2:1 — Present Work Schedule

a. Firefighting Force Twenty-four (24) Hour Personnel: The scheduled tour of duty shall consist of twenty-four (24) consecutive hours. The work week shall consist of not more than fifty-six (56) hours in a nine (9) calendar day cycle under the three (3) platoon system. Starting time: 7:00 a.m. to 7:00 a.m., subject to change when mutually agreed upon by Union and City.

b. Eight (8) Hour Personnel: Assistant Chief, Fire Marshal, Inspector, Mechanic, Training Officer and Clerk. The work schedule shall consist of an eight (8) hour day, forty (40) hour week. Starting time: 8:00 a.m. to 5:00 p.m., subject to change when mutually agreed upon by Union and City.

c. Dispatchers: The work schedule for Dispatchers shall be an eight (8) hour day, forty (40) hour week, on a swing-shift basis. Starting times: 7:00 a.m. to 3:00 p.m., 3:00 p.m. to 11:00 p.m., and 11:00 p.m. to 7:00 a.m., subject to change when mutually agreed upon by Union and City.

Sec. 2:2 — Trading of Time by Employees

a. Assistant Chiefs shall be allowed to trade time with Captains or other Chiefs.

b. Captains shall be allowed to trade time with Chiefs, Lieutenants, and Engineers, or other Captains.

c. Lieutenants shall be allowed to trade time with Captains, Engineers or other Lieutenants.

d. Engineers shall be allowed to trade time with other Engineers, Captains, Lieutenants or back-end men who are qualified to perform their duties.

e. Back-end men shall be allowed to trade time with each other or engineers when they are qualified to perform their duties.

f. Exceptions to the above restrictions shall be granted when a hardship exists, and the trade can be arranged at no cost to the City.

g. Twenty-four (24) hour notice, except in emergency, will be demanded each member who desires to trade a twenty-four (24) hour day and must be approved by the Chief, Assistant Chief or, when they are not available, the Officer in charge of the Department.

h. Time due shall be paid back on demand of the member having time coming provided the request is reasonable.

i. Ten (10) twenty-four hours time trades shall be the extent of leave in any six (6) month period. Ten consecutive calendar days in any one (1) period is the maximum amount of time allowed off as a result of time trades. Special permission from the City Manager shall be obtained for anything in excess of ten (10) days.

j. If, in the judgment of the Fire Chief or the Officer in charge of the Department, any trading of time, whether full or short duration, works a detriment to the Department, they may refuse to grant permission for such trades. The reason for any refusal must be in writing and is subject to the grievance procedure.

k. Except in the case of Union Activity, no buying of time shall be permitted.

l. Form FR-42 will be filled out for all time trades of twenty-four (24) hour or twelve (12) hour duration. Short duration time trades shall be approved by the Chief or Acting Chief in charge of the Department.

Sec. 2:3 — Like Work, Like Pay Provision

a. When an employee is assigned to a higher job classification, he shall be paid the rate of the higher classification.

b. Like pay for like work shall be compensable for only the actual time on duty in the respective acting capacity.

c. In the event of the trading of time, no compensation shall be paid.

d. Compensation shall not be paid to pipemen, or loddermen receiving training or instruction in driving, or while only driving during return from emergencies or while driving non-emergency vehicles.

e. Engineers, when assigned as an Acting Lieutenant, will receive a Lieutenant's pay for the duration of the assignment.

f. In absence of the Fire Marshal, the Fire Inspector's pay when on duty shall be adjusted to like work like pay.

ARTICLE 3

Salaries

The salaries to be paid to firefighters of Bay City will be negotiated by a separate contract and schedule, and when these negotiations as to salaries have been completed by agreement between the parties to this Contract, they will be attached to and made a part of this Contract in the form of an Appendix. It is mutually agreed between both the Fire Fighters and the City that future revisions of the contract (which would expire at end of a fiscal year) should be started not later than October 1 and such negotiations shall be completed by December 31st prior to expiration date of contract, if possible.

ARTICLE 4

Vacations

Sec. 4:1 — Twenty-four (24) Hour Personnel

Employees shall be eligible for annual vacation leave on the following basis (for the purpose of this section, a day shall be defined as a scheduled twelve (12) hour tour of duty):

a. Regular Vacation: Each permanent employee shall be entitled to 1 and $\frac{2}{3}$ days vacation for each month of continuous service each year. The accumulated total is to be equal to fourteen (14) days vacation plus six (6) days vacation in lieu of working holidays. Vacations shall be taken in the calendar year in which earned and may not be carried over to the next calendar year unless specifically requested by the Head of the Department and approved by the City Manager. While on vacation, an employee shall receive regular pay and all fringe benefits. Regular vacations for firefighting personnel shall be divided into a summer vacation from January 1 to June 30 consisting of ten (10) days, and a winter vacation from July 1 to December 31 consisting of ten (10) days.

b. Method of Selection: Selection of vacations shall be on a departmental seniority basis. Employees of the department shall be afforded a reasonable time to designate their preferred vacation periods, with such selection made prior to November 10 of the preceding year. In the event that a vacation period is vacated due to illness, retirement, etc., such periods shall be posted for six (6) calendar days and the availability to other employees shall be determined upon a seniority basis.

c. Longevity Vacation: After an employee has completed ten (10) full years of regular City employment, beginning on his anniversary date he shall be entitled to one (1) additional day of vacation and an additional day for each additional year of employment in excess of ten (10) years, not to exceed five (5) days. Each employee shall be entitled to carry two (2) longevity vacation days from year to year.

d. Only two (2) men may be off duty in a twenty-four (24) hour period for the purpose of longevity vacation time off, subject to manpower requirements. In regard to longevity days on holidays, the request is to be submitted in writing, not

before thirty-six (36) days or not later than thirty (30) days of said holidays and will be allotted by seniority.

Sec. 4:2 — Eligibility — Forty (40) Hour Personnel

Employees shall be eligible for annual vacations with pay on the following basis (for the purpose of this section, a day shall be defined as a scheduled eight (8) hour tour of duty):

a. Regular Vacation: An employee shall be entitled to 1 and 5/12 days of vacation for each month of employment per year (17 days per annum). Vacations shall be taken in the calendar year in which earned and may not be carried over to the next calendar year unless specifically requested by the Head of the Department and approved by the City Manager. While on vacation, an employee shall receive regular pay and all fringe benefits. Where an employee is entitled to a holiday, it is not to be charged against his vacation time.

b. Method of Picking Vacations: An employee may request his vacation in any month, but conflicts shall be determined by seniority, the vacation to be taken on consecutive days at such times and in such units as shall be arranged with the Department in advance, subject to the best interest of the Department.

c. Longevity Vacation: After an employee has completed ten (10) full years of regular City employment, beginning on his anniversary date he shall be entitled to one (1) additional day of vacation and an additional day for each additional year of employment in excess of ten (10) years, not to exceed five (5) days. Each employee shall be entitled to carry over one (1) longevity vacation day from year to year.

Sec. 4:3 — Eligibility — Dispatchers

Employees shall be eligible for annual vacations with pay on the following basis (for the purpose of this section, a day shall be defined as a scheduled eight (8) hour tour of duty):

a. Regular Vacation: Dispatchers shall be entitled to twenty (20) days vacation per year. Vacations shall be taken in the calendar year in which they are earned.

b. Method of Picking Vacations: Vacations shall normally be taken in units of five (5) or ten (10) days at a time with seniority prevailing. However a maximum of five (5) days vacation may be taken in one (1) day units subject to the approval of the Officer in charge and further subject to manpower requirements. Seventy-two (72) hours notice shall be given the Officer in charge of the Department.

c. Longevity Vacation: After an employee has completed ten (10) full years of regular City employment, beginning on his anniversary date he shall be entitled to one (1) additional day of vacation and an additional day for each additional year of employment in excess of ten (10) years, not to exceed five (5) days. Each employee shall be entitled to carry over one (1) longevity vacation day from year to year. While on vacation, an employee shall receive regular pay and all fringe benefits.

Sec. 4:4 — Pay for Lost Vacation

Where an employee is unable to take his earned vacation or personal holidays for reasons of sickness or disability, and is off work on Sick Leave or Workmen's Compensation, he shall be paid for all vacation pay earned in lieu of the vacation time lost. If he returns before the end of the calendar year, he shall receive his vacation when desired, provided that the time can be arranged without undue hardship on the Department.

Sec. 4:5 — Vacation Pay

Vacations are to be taken in time off. Employees are not to be permitted to work for the City during vacation periods and obtain "double pay", except as provided in Section 4:4.

ARTICLE 5

Holidays

Sec. 5:1 — Paid Holidays — Twentyfour (24) Hour Personnel and Dispatchers

Six (6) paid holidays, designated as New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day are hereby granted.

Sec. 5:2 — Basics of Pay

A cash bonus of Two Hundred and 00/100 Dollars (\$200.00) in lieu of actual paid holidays is hereby granted and is to be paid on December 1 of each year.

Sec. 5:3 — Holidays — Forty (40) Hour Personnel Excluding Dispatchers

Holiday pay is compensation paid for the time during which work would normally be performed, said work having been suspended by reason of a general holiday. The following shall be general paid holidays and they are considered legal holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, General Election days, not to include primary, special or similar elections. In addition to these days, if Christmas or New Year's Day falls on a Sunday, the employee shall receive the following Monday as a paid holiday. If Christmas or New Year's falls on Tuesday, Wednesday, Thursday, Friday or Saturday, the employee shall receive as a holiday one-half ($\frac{1}{2}$) day immediately preceding said regular holiday. Good Friday will also be considered as a holiday for one-half ($\frac{1}{2}$) day. That is to say, that from 12:00 Noon until the close of the regular work day, Good Friday shall be a paid holiday.

Sec. 5:4 — Personal Holidays — Forty (40) Hour Personnel Excluding Dispatchers

Employees shall be entitled to certain personal holidays. That is to say, they will be entitled to the day on which Lincoln's Birthday or Washington's Birthday falls and Veteran's Day, also the day after Thanksgiving. Employees may take these days as holidays, but in the event that they choose not to take these days, they shall be granted in lieu thereof another day off for every one of the holidays they miss with pay and all fringe benefits therefore. Said holiday is to be taken as desired

by the individual employee, subject, however, to the convenience of the Department as determined by the Officer in charge. These personal holidays are to be comparable to vacation, that is to say, they are to be taken in the year earned and may not be accumulated.

When a holiday falls on a day when an employee is not working, whether because he is on vacation, sick or other paid leave or because the holiday falls on a week-end, or other time off, the employee shall be entitled to an additional day of holiday to be taken as a personal holiday subject to the convenience of the Department as determined by the Officer in charge and such holidays must be used within the year earned as they are not accumulative. An employee, on formal unpaid leave of absence, shall not receive holiday pay during such leave in the year.

ARTICLE 6

Leaves of Absence

Sec. 6:1 — Service Incurred Injury (This Section effective 2/13/73)

a. Method of Compensation. From the first day of disability full wages shall be paid to the members of the Fire Department upon the condition that any compensation checks applicable are returned to the City, the amount charged to payroll and the entire amount taxable. For the first year of disability due to work-connected injury, the employee will receive full pay. For the second year of disability, the employee would be limited to eighty per cent (80%) of pay. Thereafter, the employee would be reduced to receiving compensation payment only. Workmen's compensation shall be effective only when an injury is considered to be in the line of duty and will be with the understanding that the necessary doctor's reports would be made periodically to the City Manager and that each case would be decided on its individual merits.

b. For the first six (6) months a member is disabled under Workmen's Compensation, the member shall continue to accumulate vacation leave credit, sick leave credit, and all other fringe benefits which are normally credited to the members.

Sec. 6:2 — Sick Leave

a. Firefighting Division (day means twelve (12) hour tour of duty):

An employee shall be entitled to one day of paid sick leave monthly beginning on his initial day of employment, to be accumulated to a maximum of two hundred (200) days. In addition to the twelve days, three (3) additional days shall be accumulated for a calendar year in which an employee does not use sick leave. (The 200 day accumulation is effective as of July 1, 1972.)

b. Forty (40) hour personnel (day means eight (8) hour tour of duty):

An employee shall be entitled to one (1) day of paid sick leave per month of service beginning on his initial day of employment to be accumulated to two hundred (200) days. In addition to the twelve (12) days, three (3) additional days shall be accumulated for a calendar year in which an employee does not use sick leave. (200 day accumulation is effective July 1, 1972.)

c. While on paid sick leave, an employee shall be entitled to all fringe benefits.

d. In the event an employee retires or dies before retirement, he, or his survivors, shall receive compensation in a sum equivalent to one-half ($\frac{1}{2}$) of his accumulated sick leave credits (maximum one hundred fifty (150) days), at his prevailing hourly rate which, according to his classification, shall be based on either forty (40) hours or fifty-six (56) hours.

e. Sick time shall be computed at the rate of time used and effective February 13, 1973 shall be in units of not less than one hour.

f. In the event an employee changes from the firefighting division to forty-hour personnel, or vice versa, his vacation and sick leave credits shall be prorated accordingly.

g. Where necessary, an employee shall be granted time off for sick leave. Within his accumulated sick leave, such time off will be charged to paid sick leave. Where no sick leave time remains, such time off shall be carried as sick leave without pay except where the Sick List or Buddy System has taken effect as referred to in this Agreement, then said Sick List or Buddy System shall go into effect according to its Constitution, at no cost to the City. Where an employee chronically uses his sick leave and thus interferes with the operation of the Department, a doctor's certificate may be required. Such action shall not constitute a penalty, but shall be for the purpose of promoting efficient and economic operation. In case of illness, an employee shall notify the Chief or his Assistant at least one-half ($\frac{1}{2}$) hour before the time in which he is to report for duty.

h. Six (6) twelve (12) hour days or five (5) eight (8) hour days of accumulated sick time per calendar year may be used by the employee for family sickness (family being defined as spouse or children living at home). Use of such sick leave may be governed by Section 6:2(g) of the Contract between the City and the Fire Fighters. (This paragraph is effective as of February 13, 1973.)

Sec. 6:3 — Sick List or Buddy System (This Section effective Feb. 13, 1973)

Only those firefighters who are members of the International Association of Fire Fighters, also known as the Bay City Fire Fighters Union,

AFL-CIO, shall be eligible to participate in the "Sick List" or "Buddy System" as it is presently known, which originally became effective January 1, 1945 and is presently amended to the date of this Collective Bargaining Agreement (See Appendix B).

Sec. 6:4 — Leave of Absence Without Pay and Fringe Benefits

Leave of absence without pay and fringe benefits shall be granted when recommended by the Department Head and approved by the City Manager for periods of up to ninety (90) days for reasons of sickness beyond sick time, illness in the family, family marital problems, and education. During periods of leaves of absence, seniority shall continue. Leaves of absence shall also be granted for the purpose of being elected or appointed to any full-time Union Office for periods up to two (2) years. On review by the City Manager, leave may be extended or good and valid reasons if said reasons are deemed consistent with the best interest of the Department.

Sec. 6:5 — Emergency Leave

a. Military Leave: An employee shall be entitled to time off without pay for that period of time when required to be in the armed services, including the National Guard. Members of the National Guard or reserve units, while on active training, shall be entitled to up to two (2) weeks military leave per year at full pay and with all fringe benefits; provided, however, that the employee shall account for all payments received for such service (Cross reference - Sec 6:6).

b. Jury Duty: An employee shall be entitled to time off with pay and all fringe benefits for that period of time when obligated to attend in court as a juror or prospective juror in a court of record; provided, however, that the employee shall account to the City for such sums received in payment therefore (Cross reference - Sec. 6:6).

c. Witness in Court: An employee shall be entitled to time off with pay and all fringe benefits for that period of time when obligated to attend any court proceeding as a witness during regular hours of employment; the employee shall account to the City for any witness fee received as a witness. An employee shall not be entitled to a witness

fee under any circumstances where called as a witness for the City, but shall be paid straight time wages for time spent in attendance as a City witness during regular working hours and time and one-half at other times (Cross reference - Sec. 6:6).

d. Funeral Leave: Four (4) days (twelve (12) hour tour of duty), leave with pay, from notification of death through the day of burial, provided that no member shall be required to return to duty within the same twenty-four (24) hour period of the day on which the funeral is held, shall be granted to the employee in case of death of a member of his immediate family. A member of the immediate family shall be defined as wife, husband, child, mother, father, sister, brother, half-sister, half-brother, including mother-in-law father-in-law and foster parents or legal guardian. Where the death is of any other relative living in the household of the employee, the allowed time off shall be for the day of the funeral only. This section, insofar as applicable, applies to forty (40) hour personnel except their day shall be an eight (8) hour tour of duty.

e. Veteran's Funeral Leave: Where requested by a proper official of a recognized veteran's organization, an employee may be granted reasonable time off, with pay, to attend a veteran's funeral or civic affair, as a representative of the Veteran's organization.

Sec. 6:6 — General Provisions — Accounting for Compensation

Where an employee is granted leave with pay on condition that he shall account for compensation received during said leave, it shall mean that he is entitled to receive payment from the City of only the difference between said compensation and his regular pay for that period. This is not to be construed as required accounting for payment in excess of City pay. Where arranged for in advance, such payment may be accomplished by the issuance of regular City pay for the periods and the employee turning over the other compensation received to the City forthwith upon receipt. An employee shall not be required to account for compensation in reimbursement of actual expenses such as travel and meals (Cross reference - Sec. 6:5, a., b., and c.).

ARTICLE 7

Dispatcher

Sec. 7:1

The position of Dispatcher in the Fire Department shall no longer be a permanent position subject to the requirements of normal personnel posting and promotional procedures. The position of Dispatcher is hereby designated as a position of temporary assignment and that the personnel subsequently assigned to the position of Dispatcher as temporary position shall receive the pay accorded the position of Dispatcher regardless of his former rank or pay level prior to his assignment for the duration of time served in this capacity. It is further stipulated that whenever possible disabled fire personnel shall be assigned to this temporary position. Assignment to this position shall be vested in the Fire Chief upon approval of the City Manager. During the absence of any regular Fire Alarm Dispatcher in the Bay City Fire Department, this vacancy shall be covered from a roster of Firemen who are qualified to fill said position. Officers and Engineers shall be exempt from such duty and said roster shall be maintained so such work shall fall equally on all qualified men. Every effort shall be made to train those men not qualified to fill this position so they can be added to this roster and fulfill their obligation as their turn shall come up. These qualified men shall move from their positions on the Fire Apparatus to fill the position of Dispatcher as required and will work the balance of their twenty-four (24) hour shift on their assigned apparatus.

In no event shall any man work over their twenty-four (24) hour shift unless ordered to by the Fire Chief or his representative, and then overtime pay at the required rate shall be paid.

All men so working in the place of a regular Dispatcher shall be paid the regular differential pay between a Dispatcher and their regular pay for that period worked as a Dispatcher. This differential pay shall be eighty cents (\$.80) per hour.

ARTICLE 8

Hospital — Surgical — Medical

Sec 8:1

Michigan Blue Cross and Blue Shield Hospitalization and medical insurance coverage and benefits, MVFII with prescription drug (Two Dollar (\$2.00) employee pay) to be put in effect not later than May 1, 1973, shall be continued for all Fire Department employees, and retirees, and their dependents in accordance with the Michigan Blue Cross-Blue Shield insurance as referred to.

The City will continue to pay the premium for its employees who are on the payroll or who are receiving Workmen's Compensation payments and for a period of three (3) months for persons not on the payroll but on sick leave without pay, and for a period of three (3) months from date of lay-off for involuntary termination of employment, except where "fired for cause", in which event the coverage is to be terminated as soon as permissible under the policy.

Sec. 8:2 — Cost

The City shall pay full premiums and absorb future increases through the terms of this Agreement.

ARTICLE 9

Grievance and Arbitration

Sec. 9:1

Should any difference, disputes, or complaints arise as to the meaning or application of the provisions of this Agreement, such differences shall be resolved in the following manner provided that the settlement of a grievance or arbitration shall not expand or modify this agreement.

Step 1. An aggrieved employee, through the Union, or the Union, in behalf of one or more employees, or in its own behalf, may initiate a grievance by submitting such grievance in writing to the Chief of the Department within thirty (30) days after the occurrence or omission giving rise to the grievance (or within thirty (30) days after the Union receives notice thereof, if later). The Chief shall reply in writing within ten (10) days thereafter. If no reply is received within the prescribed time limit, the matter shall be deemed to be settled in the Union or employee's favor.

Step 2. If the matter is not satisfactorily resolved in the first step, the Union may appeal in writing to the City Manager within ten (10) days following the reply of the Chief. The City Manager shall reply in writing ten (10) days thereafter. If no reply is received within the prescribed time limit, the matter shall be deemed to be settled in the Union or employee's favor.

Step 3. If the grievance is not satisfactorily adjusted in the last preceding step within the time provided (unless mutually extended), either party may, with reasonable promptness, in writing, request arbitration and the other party shall be obligated to proceed with arbitration in the manner hereinafter provided. If the parties cannot agree upon an arbitrator within seven (7) days of notice for arbitration, the party requesting the arbitration shall promptly file a demand for arbitration with the American Arbitration Association. The Arbitrator shall have the authority and jurisdiction to determine the propriety of the interpretation and/or the application of the Collective Bargaining Agreement respecting the grievance in question, but he shall not have the power to alter or modify the terms of this Agreement. With respect to arbitrations involving the discipline or discharge of

employees, the arbitrator shall determine if the discharge or discipline was for just cause; and he may review the penalty imposed and if he shall determine it to be inappropriate and/or unduly severe, he may modify it accordingly. He shall have the authority in cases concerning discharge, discipline, and/or other matters, if he shall so determine, to order the payment of back wages and compensation for an employee, which the employee would otherwise have had received (less compensation if any, earned elsewhere during the period in question), which such compensation is attributable to the discharge, suspension or lay-off period in issue, and which would not have been earned otherwise, and/or enter such other and/or further award as may be appropriate and just. His award shall be final and binding on the parties and affected employees. The cost for said arbitration, as referred to herein, shall be paid totally by the party (either the City or the Union) deemed to have been the party at fault in the arbitration matter.

Sec. 9:2

The grievance procedures provided in this Agreement shall be supplementary or cumulative to, rather than exclusive of, any procedures or remedies afforded to any employee by law.

ARTICLE 10

Uniforms — Firefighting Clothes — Equipment

Sec. 10:1 — Kind and Amount Issued

The City shall furnish for all personnel the following: One (1) full dress uniform with one (1) pair of trousers and uniform cap, one (1) badge and one (1) black tie. At least one (1) dress shirt and at least one (1) black tie shall be provided forty (40) hour personnel only. Two (2) house uniforms to consist of two (2) pairs of trousers and two (2) shirts for fifty-six (56) hour personnel only. The City shall provide all employees firefighting equipment to consist of helmet, rubber boots, rubber coats with liner, and rubber gloves. The City shall also furnish each employee one (1) set of coveralls for use in the care and maintenance of equipment.

Sec. 10:2 — Replacement, Repair and Maintenance of Uniforms

Dress uniforms and firefighting equipment will be replaced by the City when they are no longer fit or presentable for wear.

Two (2) house uniforms shall be issued each calendar year, and shall be replaced by the City during the course of the calendar year if damaged beyond repair through no fault of the employee.

The employee shall be responsible for the cleaning of issued uniforms and gear.

Sec. 10:3 — General

All uniforms and rubber goods may be subject to inspection at any time as designated by the Chief.

Firefighting equipment, dress uniforms, and house uniforms shall be worn only in the performance of duty.

ARTICLE 11

Pension Benefits

The pension benefits shall be governed as set forth as it presently exists or amended under the City Charter of the City of Bay City, and this shall be the pension benefits of the Fire Department employees.

ARTICLE 12

Personnel — Duties — Promotions

Sec. 12:1

All Fire Department employees off duty shall be required to report for duty as required by State Statute with their company when notified; provided, however, that the Fire Chief or any other authority shall not order any member to demonstrations such as strikes, riots or other civil disorders for purposes other than firefighting. Personnel reporting under orders shall be paid for a minimum of two (2) hours at the rate of time and one-half for regular days and double time for Sundays and holidays based on a fifty-six (56) hour work week or forty (40) hour work week, whichever is applicable.

When a firemen is required to attend functions, such as public gatherings, he shall do so on his off-duty time at the rate of time and one-half for regular days and double time for Sundays and holidays based on a fifty-six (56) hour work week or forty (40) hour work week, when applicable. A roster shall be kept to equally divide the duty among ranks of firemen.

No employee shall be required to respond to any fire alarm or otherwise to another community under any "Mutual Aid Pact" or like agreement between this municipality and such other community if such alarm or requested response is related to a labor dispute in such other community.

Sec. 12:2 — Duties and Rules and Regulations

Following negotiations with the Union, the Fire Chief shall develop a set of Rules and Regulations dealing with the subject of position responsibilities, general work rules and offenses and the penalties thereof. These Rules and Regulations may be amended by the Chief from time to time follow-

ing negotiations with the Union. A copy of the Rules and Regulations and subsequent changes thereto shall be provided each member of the Fire Department and made a part of this Agreement in the form of an Appendix.

Before any rule or regulation, following negotiations with the Union, is placed in effect by the Chief which, in the opinion of the Union, is unreasonable, the Union may seek redress through the grievance procedure as brought forth in Article 9.

Sec. 12:3 — Promotions

a. All promotions shall be made from the grade or rank next in line, and all promotions shall be made upon seniority and ability to perform the duties of that rank. Seniority shall be City-wide and not company to company.

b. A condition of promotion that all newly promoted officers be required to attend the officers training course at the University of Michigan as soon as possible after appointment. (This paragraph effective February 13, 1973.)

c. Job vacancies shall be posted for a period of six (6) working days, setting forth the requirement for the position on the bulletin boards on which the seniority list is posted in the various stations. Employees who may be interested shall apply within posting period, and said qualified employee shall be granted a six (6) month trial period to determine his ability to perform the job. During the six (6) month trial period, the employee may request to revert back to his former classification, if possible. If after six (6) months trial period the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Union, in writing, by the City with a copy to the employee. The matter then shall become a proper subject for the second step of the grievance procedure. In regards to the posting of job vacancies, any employee who may be on vacation, sick leave, compensation or any reason why he would not normally see the posting within the prescribed time shall be notified in writing by the Chief or his assistants. The employee shall then have six (6) days from the day the letter is postmarked to apply for said position.

d. Those firemen appointed either Fire Marshal, Master Mechanic, or Clerk, after January 1, 1961, shall not be eligible for promotion or trans-

fer to other rank, it being determined that it is in the best interest of the City that said positions be permanently filled. Promotion to such positions shall not be limited to any grade or rank, subject to Section 12:3; provided, however, that all appointments to said position shall be for a probationary period of six (6) months, with pay at his original rank and during which time the appointments may be revoked or the Officer may withdraw his application, and the Officer returned to his previous rank, subject to Section 12:3(b). After said probation the appointment shall be permanent; provided, however, where for medical or other reasons the Officer is unable to perform his duties of his position and on the signed written application of the Officer, and where recommended by the Chief, or on charges preferred as provided by this Agreement the City Manager shall authorize a return to his former rank when a vacancy exists, on the following conditions:

1. That said transfer is not detrimental to the Department and will not cause inconvenience or disruption.
2. That a trained, qualified replacement is or will be available within the Department within six (6) months.
3. That said transfer not be effective until replacement is conditionally appointed.

Sec. 12:4 — Seniority

Seniority is hereby granted to all employees of the City within the Bargaining Unit.

Seniority in the case of the regularly employed firefighter is to be determined on the basis of the employee's last date of hire on the Fire Department, and shall not be affected by race, sex, marital status or dependents of the employee.

There shall be no replacement or regularly employed workers by temporary employees, seasonal employees, or persons on relief rolls.

a. Seniority List.

At the date of execution of this Contract, the City will furnish to the Union a seniority list that is up to date, and which will show the individual employee's hiring date, their name, their seniority period and birth date. This roster shall be furnished annually on/or about July 1. Said seniority list will be posted on bulletin boards provided by the

City in each station, so that each employee may know his seniority, and the City shall furnish the Union President the same list at the Union's request. If the seniority date posted is not contested by either party within thirty (30) days, then said date of seniority is to be presumed conclusively correct (after posting).

b. Loss of Seniority

An employee may lose his seniority for the following reasons only:

1. He voluntarily quits the City employment.
2. He is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement, or by other provisions of this Agreement he is discharged and said discharge is not reversed.
3. If he retires.

c. Lay-off

Any lay-off of employees shall always be made by inverse order of their seniority within the bargaining unit, and, in any event, no permanent employee shall be laid off from any position while any temporary employee, seasonal employee, is still employed in the same position.

The Department Head shall give written notice to the permanent employee and the Union on any proposed lay-off in his Department. Such notice shall state the reasons therefore and shall be submitted at least four (4) calendar days before the effective date thereof.

Permanent employees to be recalled from lay-off shall be called on the basis of their seniority as hereinbefore provided and the City shall notify them by Certified Mail, Return Receipt Requested, of the recall. The employee shall be allowed three (3) work days to respond after notice has been sent by Certified Mail to their last known address. Employees who decline recall or who, in the absence of extenuating circumstances, fail to respond as directed within the time allowed, shall be presumed to have resigned and their names shall be removed from the seniority and preferred eligibility list.

ARTICLE 13

Transfers

Sec. 13:1 — Authorization

The Department Chief shall have the authority to transfer members of the Fire Department from station to station at such times as he deems expedient and beneficial to the individual members and to the Department as a whole; provided, that no member shall suffer any loss of seniority or rank by such transfer. When it becomes necessary for the Chief to transfer men due to an emergency from one station to another, the City shall furnish some means of transportation of said firemen and equipment and, if possible, he shall be notified in time so as to prepare for meals or if he is not, provisions shall be made for meals by the Department.

Sec. 13:2

Transfers are not to be used as harassment for Union activity.

Sec. 13:3

Shift and station preference shall be granted on the basis of seniority within the Department. Shift and station preference shall be in order only when a vacancy exists.

ARTICLE 14

Reprimands — Discipline — Punishment

Sec. 14:1 — Discipline

No employee shall be removed, discharged, reduced in rank or pay, suspended or otherwise punished except for cause, and in no event until he and the Union shall have been furnished with a written statement of the charges and the reasons for such action, and all charges shall be void unless filed within ten (10) days of the occurrence or knowledge of the occurrence of the alleged violation. In the event a grievance thereon is filed by the employee, as elsewhere provided in this Agreement, the burden shall be upon the City to justify the action complained of, subject to the grievance procedure.

ARTICLE 15
Salary and Wages

Sec. 15:1

Salary and wage rates shall be adjusted the first full pay after July 1, 1971 and January 1, 1972, and semi-annually thereafter to reflect the changes in the Consumer Price Index for all items as established by the U.S. Department of Labor, determined by one (1) cent per hour per year for each change of .4 in the Consumer Price Index for the six (6) month period ending with the preceding November or May as follows: fifty-six (56) hour personnel would receive one (1) cent per hour per year based on 2912 hours, and forty (40) hour personnel one (1) cent per hour per year based on 2080 hours.

ARTICLE 16
Food Allowance

Sec. 16:1

A food allowance of One Hundred Dollars (\$100.00) per year shall be paid to all fifty-six (56) hour personnel. The following is our mutual understanding: The sum of One Hundred Dollars (\$100.00) shall be paid on or about the first week in October of the fiscal year. This sum shall be pro-rated for personnel having worked a fifty-six (56) hour week during the fiscal year and have retired or deceased. The benefit to be paid to the retiree or beneficiary.

ARTICLE 17
Life Insurance

Sec. 17:1

Effective March 15, 1972, the City shall provide each member of the Bargaining Unit a Three Thousand Dollar (\$3,000.00) life insurance policy with the City paying full premiums.

The City shall also provide (effective February 1, 1972) a Five Thousand Dollar (\$5,000.00) accidental death and dismemberment insurance for each member of the Bargaining Unit with the City paying full premiums.

ARTICLE 18
Out-City Residence

The City of Bay City, Michigan and Local 1435, IAFF, AFL-CIO, mutually agree to submit Article 18, Out-City Residence, of the written agreement, between the City of Bay City and Local 1435, IAFF, AFL-CIO, dated February 22, 1973, to Compulsory and Binding Arbitration, as provided by Act 312 of Public Acts of 1969.

ARTICLE 19
Manpower

Sec. 19:1

In the event that the manpower situation in the Bay City Fire Department due to vacations, extra vacations, resignations, illness, etc., at any time reaches the point where there will be less than twenty-eight (28) men available to man the fire apparatus, then it shall become necessary to call back off-duty personnel to bring the complement of fire suppression personnel on duty to twenty-eight (28) men.

With the intent of equally distributing Minimum Manpower Overtime List call-back, the first personnel called to work the Minimum Manpower Overtime List shall be the shift that has had the least overtime callback from the Minimum Manpower Overtime List and who will be off duty the day to be worked. Progression to the other shift that will be off duty the day to be worked may be made after an effort to contact the shift with the least call-back has been made.

When it is apparent that the fire suppression personnel for the following work day will go below twenty-eight (28) men, the hiring officer shall attempt to contact the employee eligible for call-back until 3:00 p.m., after which time the employees next in line on the Minimum Manpower Overtime List shall be called. The first employee contacted shall be hired.

If an emergency arises when the working shift on duty goes below the twenty-eight (28) men required, because of illness or injury, the off-duty

shift with the least call-back time from the Minimum Manpower Overtime List shall be called. The first man that is contacted will be hired. Personnel refusing to work when his name comes up on the Minimum Manpower Overtime List shall be excused from working but shall forfeit that turn and will not be called again until his name normally comes up again on the Minimum Manpower Overtime List.

In the event of illness, vacations or inability of the hiring officer to contact the prospective worker, he shall be passed by but will be called at the next overtime opening for which he is eligible.

There shall be no trading of positions on the list.

New employees shall be placed on the Minimum Manpower Overtime List when they are qualified to transfer.

Assistant Chiefs, Dispatchers and forty (40) hour personnel (forty hour Assistant Chief, Fire Marshall, Mechanic, Fire Inspector, Training Officer and Clerk) shall be placed on the three shifts as equally as possible, at no time working more than their turn on the list.

Limited duty personnel may work their turn on the Minimum Manpower Overtime List as dispatcher. All other Minimum Manpower Overtime shall be worked as a pipeman or ladderman and overtime pay shall be based on a pipeman's or ladderman's salary.

In the event that the new proposed fire station is built and occupied, the minimum manpower requirements for fire suppression personnel will be renegotiated.

ARTICLE 20
Cleaning Allowance

Sec. 20:1

A cleaning allowance of Eight Dollars (\$8.00) per month shall be paid to all forty (40) hour personnel on the Department and shall be paid on the third payroll of the month.

ARTICLE 21
Longevity Pay

Sec. 21:1

All the members of the Bay City Fire Department, represented by Local 1435, IAFF, AFL-CIO, shall be paid longevity pay in the following manner: After completing five (5) years, two per cent (2%) of Nine Thousand Dollars (\$9,000.00); after completing ten (10) years, four per cent (4%) of Nine Thousand Dollars (\$9,000.00); after completing fifteen (15) years, six per cent (6%) of Nine Thousand Dollars (\$9,000.00); and after completing twenty (20) years, eight per cent (8%) of Nine Thousand Dollars (\$9,000.00).

ARTICLE 22
Premium Pay

Sec. 22:1

All members of the Bay City Fire Department, represented by Local 1435, IAFF, AFL-CIO, that are working a forty (40) hour work week shall be paid a premium of ten cents (\$.10) and twenty cents (\$.20) on second and third shift respectively.

As explanation of this section, first shift shall be considered as between the hours of 7:00 a.m. and 3:00 p.m.; second shift from 3:00 p.m. to 11:00 p.m. and third shift from 11:00 p.m. to 7:00 a.m.

ARTICLE 23
Schooling for Firefighters

Sec. 23:1 (This Sec. to be effective February 13, 1972)

A condition of employment that all newly hired fire fighters to be required to attend the basic fire fighters training course at the University of Michigan as soon as possible after appointment.

ARTICLE 24
Continuing Education

Sec. 24:1

Upon recommendation of a department head, an employee of the City of Bay City may attend an evening course of instruction at Delta or Saginaw Valley College on his own time under the following terms and conditions:

a. That the tuition for the evening course of instruction shall be loaned to the employee, interest free.

b. The said course of instruction shall be directly applicable to the betterment of the employee in his employment classification.

c. That a transcript of his grades for said course of study be submitted to his department head and, after successful completion of the course, the City will cancel the loan.

d. In the event an employee is not successful in completing the course, the advance for the tuition would then be repaid to the City, on an installment basis agreeable to both parties.

ARTICLE 25
General

Sec. 25:1

This Agreement is subject to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the City, the Union, and the employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held contrary to law by a Court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided therefore, such provision shall be void and inoperative; however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

ARTICLE 26

Duration

This Agreement shall be in effect the first day of July, 1971, and shall remain in force and effect to and including June 30, 1974.

The parties agree that, commencing not later than October 1, 1973, they shall undertake negotiations for a new Agreement for succeeding period.

In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new contract.

All provisions of the new contract shall be retroactive to expiration date of present contract.

A modification to this Agreement, except for economic items, may be accomplished by mutual consent of both parties hereto during the terms of this Agreement.

In Witness Whereof, the parties have executed this Agreement by their duly authorized representatives the day and year above written.

CITY OF BAY CITY, MICHIGAN

A Municipal Corporation

By: Michael J. Campbell, Mayor

By: Walter Wozniak Jr., Clerk

Witnessed:

Patricia Castonguay

Virginia Eaton

LOCAL NO. 1435, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS,
also, known as BAY CITY FIREFIGHT-
ERS UNION, AFL-CIO

By: Jerome M. Marchlewicz,
President

By: Robert J. Callahan,
Sec.-Treasurer

Witnessed:

Joseph A. Malenfant

Donald J. Besaw

Approved as to Form and Execution:

Joseph J. Favazza, City Attorney

Approved as to Substance:

Horace D. Hodge, City Manager

APPENDIX A
Salary Schedule

Following is the salary schedule for members of the Bay City Fire Department represented by Local 1435, IAFF, AFL-CIO:

Effective July 1, 1971

Assistant Chief (40 hour)	\$11,740
Assistant Chief (56 hour)	11,583
Fire Marshall (40 hour)	11,740
Fire Mechanic (40 hour)	11,740
Training Officer (40 hour)	11,740
Fire Inspector (40 hour)	10,533
Captain (56 hour)	10,375
Lieutenant (56 hour)	10,168
Clerk (40 hour)	10,326
Engineer (56 hour)	9,959
Dispatcher (40 hour Swing Shift)	10,064
First Class Fire Fighter (56 hour)....	9,697
Second Year Fire Fighter (56 hour) ..	9,366
Fire Fighter Start (56 hour)	9,035

Effective July 6, 1972

Assistant Chief (40 hour)	\$12,470
Assistant Chief (56 hour)	12,410
Fire Marshal (40 hour)	12,470
Fire Mechanic (40 hour)	12,470
Training Officer (40 hour)	12,470
Fire Inspector (40 hour)	11,214
Captain (56 hour)	11,154
Lieutenant (56 hour)	10,939
Clerk (40 hour)	10,999
Engineer (56 hour)	10,721
Dispatcher (40 hour Swing Shift)	10,782
First Class Fire Fighter (56 hour) ..	10,449
Second Year Fire Fighter (56 hour) ..	10,105
Fire Fighter Start (56 hour)	9,760

Effective July 5, 1973

A four (4) per cent increase for all members of the bargaining unit, to be applied on the base rate of all ranks computed after the cost of living has been adjusted on July 5, 1973 for the 6-Month period preceding.

APPENDIX B

ARTICLE I

Name and Purpose

This organization shall be formed for the purpose of providing any member in good standing, in the event of his illness or injury (injuries covered only when the injury is not compensable under the Compensation Acts of Michigan), and after all his accredited sick time as computed by the City is used up, that the brother members shall work a twelve (12) hour shift in his place, and to perform all duties required, in regular turn, until such member or members are able to return to work. The total length of time to be worked shall not exceed a period of ninety (90) twenty-four (24) hour working days for the same illness or injury, unless the same injury or illness recurs after a period of one (1) year and the member has worked in his regular position during that period.

ARTICLE II

Working Procedure

Section 1. Each member shall work when his turn comes up for any sick member regardless of the day or time; however, trading of time will be allowed. At all times the member whose turn it is to work shall have the sole responsibility of filling the vacancy. When the sick list is in operation, it shall be the duty of every member to report for duty at his appointed time.

Section 2. In order that every member will work an equal amount of time, the members shall work in this manner: Each member of the "A" shift shall work one (1) twelve (12) hour shift and upon completion of the "A" shift the "B" shift shall work the same procedure; then follows the "C" shift. Upon completion of the "C" shift, the "A" shift shall begin again and continue in this manner until the member has returned to duty or the ninety (90) twenty-four (24) hour days has elapsed. The term "twelve hour days" applies to those under the three platoon system, but members of the department working the forty (40) hour

week shall be required to work an eight (8) hour day when their turn comes up on the scheduled roster and they will, whenever possible, perform their regular duties. They may, at their request, work a regular twelve (12) hour shift "off the floor" at the discretion of the secretary and if their status in the department permits. It being impossible for the members to work a forty (40) hour week and in the event a forty (40) hour member is off under the benefits of the Sick List, that member is transferred, in effect, to a fifty-six (56) hour week and the members work in the usual manner.

This procedure will be followed regardless if there are more than one (1) member sick at the same time.

Section 3. The working list shall proceed for each shift in the following order: The highest ranking officer, a pro-rated number of the forty (40) hour personnel "A" shift; personnel chief and clerk; "B" shift; fire marshal and mechanic; "C" shift; fire inspector, training officer, and dispatcher. If there is another dispatcher presently working, he shall work under either the "A" or "B" shift for the duration of his time on the dispatcher board, with the provision that their turn be so adjusted so their working turn be on their off duty time. The remainder of the fifty-six (56) hour personnel shall be as follows: No. 1 Aerial, No. 1 Pumper, No. 2 Pumper, No. 3 Aerial, No. 3 Pumper, No. 4 Pumper, No. 2 Aerial, No. 5 Pumper, and No. 6 Pumper. Members position on the list shall be as follows: Captains or Lieutenants, Engineers, Ladderman or Pipeman with the last two named those with the most service shall precede the lesser. When members change from one shift to the other, they shall take the relative position on the list that is held by their company, so that all members of the company shall follow in order; however, members changing shifts shall fulfill any obligation due to the working list as it is in operation, i.e., if their name appears on the current working list and that they are required to change shifts, they shall be held responsible to the turn that has been scheduled for them, but if the members fulfills his obligation at the shifting he shall automatically be eliminated from his next turn. In the case of irregularities, the committee members shall determine the fairest procedure to use.

ARTICLE III

Officers and Elections

Section 1. Establish a new standing committee of Local 1435 to be known as Sick List Committee.

Section 2. The members of this committee shall be elected at large by plurality vote at the regular "election of officers" meeting beginning October, 1972, as follows:

Three (3) members representing Officers' category.

Three (3) members representing Engineers' category.

Three (3) members representing Firemans' category.

One (1) man representing forty (40) hour category.

Section 3. Within thirty (30) days following the election the Sick List Committee shall meet to elect a chairman and a secretary-treasurer. The president of the union shall set the first meeting date.

Section 4. The treasury of the Sick List as it now stands shall remain intact and be the sole responsibility of the Sick List Committee.

Section 5. Because of the time limit, if the proposed bylaws shall pass, the present Sick List representatives shall meet to select a chairman and secretary-treasurer.

ARTICLE IV

Duties of Officers

Section 1. It shall be the duty of the chairman to call and preside at all meetings. He shall provide our financial status to any member upon request. He shall be notified by voucher, signed by the secretary-treasurer, of any monies withdrawn from the Sick List Committee's account. The treasurer shall be available when requested to make withdrawals and he shall make all payments to the payee. He shall record and file all his transactions for future reference.

Section 2. It shall be the duty of the secretary-treasurer to attend all meetings and to conduct such secretarial business as required. To supply the work list to all stations and keep same in proper order. He shall also preserve the records of all members past and present. It shall be the duty of the secretary-treasurer to take full charge of the sick list when the roster is in operation. To make out a working list as far in advance as possible and to make such changes necessary in the event such changes occur.

ARTICLE V

Meetings

A meeting of the governing body shall be called by the chairman at the request of any three (3) committeemen. At all meetings the majority vote cast shall rule.

ARTICLE VI

Membership and Initiation Fees

Section 1. All members of the Bay City Fire Department, provided that they shall have served a minimum of thirty-one (31) days of service shall be eligible for membership, except those whose rank is such that it is impossible for this organization to benefit. However, for the protection of this organization, no applicant shall be eligible to membership without the approval of the majority of the governing body.

Section 2. Each applicant upon joining this organization shall pay to the secretary-treasurer the sum of Six and 50/100 (\$6.50) Dollars upon application. If any member refuses to work for a sick member, he shall forfeit the sum of money invested and be expelled from the organization.

Section 3. In case of a member failing to work his turn, the man filling in will be paid at the prevailing wage at no overtime rate. The member failing to work his turn must pay the full amount in order to be reinstated.

Section 4. Reinstatement requirements are: The amount of Six and 50/100 (\$6.50) Dollars be paid as entrance fee plus the amount needed to reimburse the Sick List treasury for the monies paid to the member who was paid to work that turn. The grace period to allow the expelled member to regain membership to the Sick List shall be determined by the majority members of the governing board.

ARTICLE VII

General

Section 1. This organization shall reserve the right to call its own doctor to examine any sick member at any time. If he disputes the opinion of the personal physician, a third doctor may be called and his decision shall be final and accepted by both parties. Any charges for the doctor's fee shall be payable by the sick member. A sick certificate shall be produced by the sick member at least once a month, or at the discretion of the sick committee. The chairman shall appoint three of the committeemen to investigate doubtful cases and the majority vote of this committee shall determine if the second doctor is to be called to examine the sick member.

Section 2. In the event the sick member does not have at least four (4) twenty-four (24) hour days of sick time allowed by the City, the sick list shall not begin working for the member until four (4) twenty-four (24) hour working days have elapsed. All sick time from the City must be used before the sick list shall operate. After the sick list begins to operate, the city allowed sick time that may accumulate shall be used at the rate of two (2) twelve (12) hour days immediately as this time is accumulated; that is, bi-monthly. Regularly scheduled vacation time shall take precedent over the sick list scheduling. Vacation time or bonus vacation time cannot be used to make up the necessary four (4) twenty-four (24) hour working days prior to the sick list operating. The four (4) days may be worked by volunteers to cover, but time will have to be paid back by the sick member under the mutual working agreement. This in no

way obligates the sick list to assume responsibility to guarantee the volunteered time will be paid by member benefiting.

Section 3. No applicant shall be accepted into this organization until they have admitted in the presence of three (3) members that they thoroughly understand the contents of these rules and they will abide by them.

Section 4. No one shall be able to claim time and one-half pay either while working for the sick list or while staying in for a member until he can report for duty for a sick member.

Section 5. A member for whom the sick list is working, and it is accepted that he will be off duty for a lengthy period, will be required to be placed as "dispatcher" when expedient and if medical approval is met.

Section 6. The Sick List Committee recommends that in the event the sick list is operating for a member for a long period of foreseeable time that the Chief of the Fire Department, at his discretion, transfer a member of one of the other shifts to a temporary period of time to that shift so the total number of working members be on a more equitable basis.

Section 7. During the time the secretary-treasurer is in this office he shall be exempt from working the sick list roster and will still retain all benefits the Sick List may provide.

Section 8. When it is apparent bonus vacation days will be lost at the end of the calendar year, it shall be mandatory to use the bonus days in lieu of sick list working, with provision that two (2) twelve (12) hour days may be carried over to the next calendar year.