

A G R E E M E N T

BETWEEN

CITY OF MUSKEGON HEIGHTS

and

Local No. 615 of the
International Association of Fire Fighters,
also known as
Muskegon Heights Fire Fighters Association, AFL-CIO

PERIOD:

July 1, 1982 through June 30, 1983.

*City of Muskegon Heights
City Hall
Office of City Manager
2724 Peck St.
Muskegon Heights, Mich. 49444*

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

A G R E E M E N T

THIS AGREEMENT, made and entered into as of this 20th day of December, 1982, by and between the CITY OF MUSKEGON HEIGHTS, a municipal corporation, and hereinafter referred to as the "City" or the "Employer", and LOCAL NO. 615 of the International Association of Fire Fighters, also known as Muskegon Heights Fire Fighters Association, AFL-CIO, hereinafter referred to as the "Union".

WHEREAS, the parties hereto entered into a collective bargaining agreement effective July 1, 1978, and which expired June 30, 1981; and

WHEREAS, the Union petitioned for arbitration under the Police/Fire Fighter Arbitration Act (Public Act 1969, No. 312, as amended; MCLA 423.231 et seq.; MSA 17.455 (31) et seq.); and

WHEREAS, Robert G. Howlett was designated by the Michigan Employment Relations Commission as Chairman of the Arbitration Panel; and

WHEREAS, on October 1, 1982, said Panel issued its Award, said Award to cover the time period from July 1, 1981, through June 30, 1982; and

WHEREAS, the parties have now reached agreements for contract terms and provisions covering the time period from July 1, 1982, through June 30, 1983; and

WHEREAS, the parties desire to set forth their agreements in writing;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the collective bargaining agreement effective July 1, 1978, through June 30, 1981, referred to above, shall be extended through June 30, 1983, on the same terms and conditions as contained in said agreement unless specifically amended, in writing, by this agreement.

2. That in accordance with the arbitration Award dated October 1, 1982, the wage rates for fire fighters in effect as of June 30, 1981, shall be increased by five (5%) percent effective July 1, 1981, and by agreement of the parties, the wages rates in effect as of June 30, 1982, shall be increased by two (2%) percent effective July 1, 1982, with said wage rates to continue in effect until June 30, 1983.

3. That from and after July 1, 1982, and through June 30, 1983, Article VI-Management Rights, Section 2(e) at page 3 of the agreement shall be amended to the effect that the Employer will not lay off any members of the Union from employment with the Fire Department for the City of Muskegon Heights. This amendment shall not require that the Employer replace employees who have left the employ of the Fire Department between July 1, 1982 and June 30, 1983.

4. That Article XV-Sick Leave, Section 2 at page 12 of the agreement shall be amended effective July 1, 1982 to read as follows:

"Section 2 Sick Leave Upon Termination. An employee who voluntarily separates from the employment of the City shall be paid for fifty (50%) of up to one hundred fifty (150) accumulated sick leave days. Such payment shall be made at the employee's current rate of pay."

5. That Article XV-Sick Leave, Section 8 at page 14 of the agreement shall be amended effective July 1, 1982 to read as follows:

"Section 8: Effect of Worker's Compensation. Employees of the Muskegon Heights Fire Department shall be covered by all applicable worker's disability compensation laws. In the event of injury or illness for which an employee is eligible for worker's disability compensation benefits under Michigan law, the Employer shall pay to the employee an amount of money sufficient to make up the difference between worker's disability compensation payments and the employee's regular rate of pay. The Employer shall provide this supplement for a period not to exceed thirteen (13) weeks provided, however, that the Employer in its sole discretion may extend the supplement for an additional thirteen (13) week period. Pursuant to this provision, employees receiving said 13-week supplemental salary payment shall not be charged for a day of sick leave for each such full day of payment. Benefits from this section may be limited or disallowed if the illness or injury has taken place as a result of improper action by the employee in the performance of his duties or the injury cannot be substantiated by the attending physician."

6. That Article XIX-Insurance, shall be amended to provide that as soon as possible after October 1, 1982, the Employer will provide hospitalization insurance coverage for the retirees from the City of Muskegon Heights Fire Department who have not yet attained the age of sixty-five (65) years, provided those employees are drawing City of Muskegon Heights retirement benefits.

7. That Article XXXII-Duration and Renewal, Section 1, Effective Dates, shall be amended to provide that the agreement shall "remain in full force and effect to and including the last day of June, 1983, and shall continue in full force and effect from year to year thereafter unless either party to this agreement desires to change or modify any of the terms or provisions of the agreement".

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized representatives as of the day and year first above written.

EMPLOYER -
CITY OF MUSKEGON HEIGHTS

By *Kenneth E. Heineman*
Kenneth E. Heineman, Mayor

By *E. A. Cisneros*
E. A. Cisneros, City Clerk

By *Fred U. Snider*
Fred U. Snider, City Manager

UNION -
LOCAL NO. 615 of the
International Association of Fire
Fighters, a/k/a Muskegon Heights
Fire Fighters Association, AFL-CIO

By *Steven Hutchison*
Steven Hutchison, President

By *Robert Swanker, Jr.*
Robert Swanker, Jr.,
Secretary-Treasurer