

A G R E E M E N T

between

CITY OF BIG RAPIDS

and

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL NO. 1776

Effective: January 1, 2021 – December 31, 2023

INDEX

<u>Title</u>	<u>Section</u>	<u>Page</u>
Acting Assignment Pay	24.8	32
Aid to Other Unions	1.2	1
Anniversary Date	14.3	21
Appeal of Discharge or Suspension	7.3	9
APPLICATION OF SENIORITY		11
Arbitration	6.3	7
Arbitrator's Powers	6.5	8
Arbitrator's Decision	6.6	8
Benefits Upon Termination	14.5	21
BEREAVEMENT PAY		29
Call Back	12.4	17
Cash Payment in Lieu of Medical Coverage		LOU
Charging of Sick Leave	21.3	26
Checkoff	3.4	4
Choice of Promotion Plan	9.2	12
Collective Bargaining Unit	1.1	1
College Tuition Reimbursement	24.9	32
Compensatory Time	12.6	17
Definition of Grievance	6.1	6
Definition of Retirement	25.2	33
DeMinimus Benefits	24.12	32
Direct Deposit	24.11	32
DISCHARGE AND SUSPENSION		9
Discipline	7.1	9
Discipline Pay	7.5	10
Discussion of Discharge or Suspension	7.2	9
Drug Use and Testing	24.7	31
Dry Cleaning	24.6	31
Employer Bulletin Board	17.2	24
Employment to Fill Vacancy	10.5	15
Examinations	24.5	31
Exceptions to Above General Rules	10.2	14
Failure to Pay Service Fee	3.3	3
Family and Medical Leave	21.10	28
Food Allowance	24.3	30

Funeral Leave	22.1	29
General Rules	10.1	14
GRIEVANCE PROCEDURE		6
Grievance Procedure	6.2	6
Grievance Settlement	6.7	8
Grounds Maintenance	24.4	30
Holiday Benefits	13.3	20
Holiday Eligibility	13.2	19
Holiday Pay	13.1	19
HOLIDAYS		19
Hospitalization Insurance		LOU
HOURS OF WORK		16
Hours of Work	12.1	16
Incapacitated Due to Accident	9.6	14
Indemnification	3.5	5
INSURANCE		21
Insurance Funding		LOU
Lack of Sick Leave Credit	21.5	26
Layoff Procedure	9.3	12
LEAVES OF ABSENCE		22
Light Duty	12.8	17
Life Insurance	15.1	21
Loaned Sick Leave	21.9	27
Long Term Disability Insurance Coverage	15.3	22
LONGEVITY		30
Longevity	23.2	30
LOSS OF SENIORITY		14
Management Rights	2.1	2
Military Service Leave	16.1	22
MISCELLANEOUS		30
Non-Duty Disability Leave	16.3	22
No Work Interruptions	20.1	25
Obligation to Continue Payments		LOU
Other Agreements	19.1	25
Overtime	12.2	16
Paid Union Business	16.5	23

Payment of Insurance Premiums		LOU
Personal Business Leave	16.2	22
Physician's Certificate	21.4	26
Probationary Employees	8.3	10
Procedure to Accomplish Recall	9.5	13
Promotions	9.1	11
Promotion Qualification	9.2:2	12
PURPOSE AND INTENT		1
Pyramiding	12.5	17
RATES FOR NEW JOBS		25
Rates For New Jobs	18.1	25
Recall	9.4	13
RECOGNITION		1
Records and Reports	21.6	27
Release Time for Grievances	6.9	9
Requirements of Union Membership	3.1	3
Residency	24.2	30
Retiree 457 Savings Fund	25.3	34
RETIREMENT		33
Retirement Plan	25.1	33
RIGHTS OF THE EMPLOYER		2
Rules	2.2	2
Second Employment	24.10	32
Selection	9.2:1	12
Selection of Arbitrator	6.4	7
SENIORITY		10
Seniority Definition	8.1	10
Seniority Employees Transferred		
Outside the Bargaining Unit	8.5	11
Seniority Lists	8.2	10
Seniority Status	8.4	11
Seniority While on Leave of Absence	16.7	24
Shift Scheduling	12.3	16
Short Term Disability	15.2	22
SICK LEAVE		26
Sick Leave Credit	21.1	26
Sick Leave Use and Workers Compensation	21.7	27
Sick Leave Use for Family Member	21.8	27
SPECIAL CONFERENCES		5
Special Conferences	5.1	5
STRIKES, WORK INTERRUPTIONS		25

Temporary Employees	10.3	15
TEMPORARY EMPLOYEES AND TRANSFERS		15
Temporary Transfers	10.4	15
TERM OF THIS AGREEMENT		34
Termination	26.1	34
Time Limits	6.8	8
Time Trading	12.7	17
TRAINING INCENTIVE		29
Training Incentive Bonus	23.1	29
Uniforms and Shoes	24.1	30
UNION BULLETIN BOARDS		24
Union Bulletin Boards	17.1	24
Union Business Leave	16.4	23
UNION REPRESENTATION		5
Union Representation	4.1	5
UNION SECURITY AND CHECKOFF		3
Union Service Fee	3.2	3
Use of Past Record	7.4	9
Use of Sick Leave	21.2	26
Vacation Allowance	14.1	20
Vacation Eligibility	14.2	20
Vacation Pay	14.6	21
Vacation Selection	14.4	21
VACATIONS		20
WAGE RATES		15
Wages and Classifications	11.1	15
Workers Compensation Leave	16.6	24
WRITTEN AGREEMENTS		25

AGREEMENT

THIS AGREEMENT, entered into this 28th day of September, 2020, between the **CITY OF BIG RAPIDS** (hereinafter referred to as the "Employer" or "City"), and the **INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL NO. 1776** (hereinafter referred to as "Union"), on behalf of the Department of Public Safety (Fire Division) employees.

NOTE: The headings used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

RECOGNITION

Section 1.1. Collective Bargaining Unit. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all full time employees of the Employer included in the bargaining unit described below:

All Public Safety, Fire Division employees, including all firefighters, and Captains, BUT EXCLUDING the Chief.

Section 1.2. Aid To Other Unions. The employer will 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's representation in the bargaining unit described in Section 1.1.

RIGHTS OF THE EMPLOYER

Section 2.1. Management Rights.

(a) The Employer retains and shall have the sole and exclusive right to management and operate the City in all of its operations and activities. Among the rights of the Employer, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines required to provide such services; to determine the nature and number of facilities and departments to be operated and their locations; to establish classifications of work and the number of personnel required; to direct and control operations; to maintain order and efficiency; to discontinue, combine or reorganize any part of or all of its operations as in the past; to study and use improved methods and equipment and outside assistance whether in or out of the city's facilities and in all respects to carry out the ordinary and customary functions of administration of the City. The Union hereby agrees that the Employer retains all rights established by law and reserves the sole and exclusive right to establish and administer without limitations, implied or otherwise, all matters not specifically and expressly limited by this Agreement. These rights shall not be subject to the grievance and arbitration procedures established herein.

(b) The Employer shall have the right to hire, promote, assist, transfer, suspend, discipline or discharge for just cause, lay off, and recall personnel; to establish work rules and to fix and determine penalties for violation of such rules; to make judgments as to ability and skill; to establish and change work schedules, provided, however, that these rights shall not be exercised in violation of any specific provisions of this Agreement. These rights shall be subject to the grievance and arbitration procedures established herein.

Section 2.2. Rules. The Employer shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as it may, from time to time, deem best for the purpose of maintaining order, safety and/or effective operations and put such into effect after advance notice to the Union and the employees. Any complaint relative to the reasonableness and application of any rule may be considered as a grievance and subject to the grievance procedure contained in this Agreement.

The parties agree that in the future, any new order issued by the Chief shall be submitted to the Union President prior to implementation.

During the initial seven (7) calendar days the Union has the right to meet and discuss with the Chief any aspect of the posted order.

UNION SECURITY AND CHECKOFF

Section 3.1. Requirements of Union Membership. To the extent that the laws of the State of Michigan permit, it is agreed that:

(a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.

(b) Employees covered hereby who, after the effective date of this Agreement, become members of the Union shall be required, as a condition of continued employment, to continue membership in the Union for the duration of this Agreement.

(c) Each employee hired on or after July 1, 1970, shall, as a condition of employment, within thirty (30) days of employment, either acquire and maintain membership in the Union, or pay to the Union each month a service charge, as a contribution toward the administration of this Agreement, in an amount equal to the regularly monthly dues. Such contribution shall be checked off upon proper written authority executed by the employee.

Section 3.2. Union Service Fee. All employees included in the collective bargaining unit set forth in Section 1.1 shall, as a condition of employment, pay to the Union a service fee. This obligation to pay a service fee to the Union shall commence upon completion of an employee's first thirty (30) days of employment. For purposes of this Agreement, the term "service fee" shall be defined to mean an amount equivalent to the periodic monthly dues uniformly required of Union members, less any amounts not able to be charged to non-members under applicable law. The Union shall advise the Employer in writing of the amount of its monthly dues and service fees and any changes to those amounts. In addition, the Union shall advise the Employer in writing of the procedures under which the service fee is calculated and the process in which service fee payers may challenge that calculation. An employee's obligation to pay a service fee to the Union may be satisfied by direct payment to the Union by the employee of the service fee, or by payment of the service fee in accordance with the checkoff provisions of this section. In addition, any employee who is a member of the Union shall be deemed to have satisfied their service fee payment obligation for any month in which they were in good standing with the Union.

Section 3.3. Failure to Pay Service Fee. In the event that a member of the bargaining unit who is not a member of the Union fails to pay a required service fee directly to the Union, or to authorize payment of the service fee through payroll deduction, the Union may request the imposition of a mandatory deduction of the service fee pursuant to MCLA 408.477; MSA 17.277(7). In order to invoke such a mandatory deduction, the Union shall notify the employee of non-compliance by certified mail, return receipt requested, a copy of which shall be provided to the Employer. The notice shall detail the facts of the non-compliance, provide the employee with ten (10) working days for compliance, and inform the employee that a request for a wage deduction may be filed

with the Employer in the event compliance is not effected. If the employee fails to remit the service fee or authorize a deduction for the service fee, the Union may file a written request to the Employer to make the deduction, a copy of which shall be provided to the employee. Upon receipt of the request for an involuntary deduction, the Employer shall provide the employee with an opportunity for a due process hearing within the next ten (10) working days limited to the question of whether or not the employee has remitted the service fee to the Union or authorized payroll deduction for the service fee; provided, however, that should any employee be contesting their obligation to pay the service fee or the proper amount of the service fee in any forum, the hearing shall not be held until thirty (30) working days after the decision of that forum becomes final. The Employer agrees to impose a mandatory deduction for the service fee if it determines after the hearing that the employee has not paid a required service fee in an amount lawfully established by the Union or if the employee does not request a hearing within the ten (10) working day request period. All dues and fees so deducted shall be promptly remitted to the Union at an address authorized for this purpose within twenty (20) days following the deduction.

Section 3.4. Checkoff.

(a) During the term of this agreement, the Employer agrees to deduct service fees, or if applicable, Union membership dues from each employee covered by this Agreement who voluntarily executes and files with the Employer a proper checkoff authorization in a form which shall be supplied by the Union. Any written checkoff authorization which lacks the employee's signature will be returned to the Union.

(b) All checkoff authorizations filed with the Employer shall become effective the first (1st) payroll period of the following month and each succeeding month during the validity of the checkoff authorization, provided that the employee has sufficient net earnings to cover the amounts to be deducted. These deductions will cover the employee's service fee obligation, or if applicable Union membership dues, owed for the previous month. If an employee's net earnings are insufficient to cover the sums to be deducted, the deductions shall be made from the next paycheck in which there are sufficient earnings. All dues and service fees so deducted shall be remitted to the Union at an address authorized for this purpose.

(c) In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union constitution and bylaws, refunds to the employee will be made by the Union.

(d) If a dispute arises as to whether or not an employee has a valid checkoff authorization in effect due to questions regarding the execution or revocation of the checkoff authorization or due to operation of law, no further deductions shall be made until the matter is resolved.

(e) The Employer's sole obligation under this Section is limited to the deduction of service fees, and, where applicable, Union membership dues. If the Employer fails to deduct such amounts as required by this Section, its failure to do so shall not result in any financial liability whatsoever.

Section 3.5. Indemnification. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, or other forms of liability including but not limited to wages, damages, awards, fines, court costs, and attorney's fees that arise out of or by reason of action taken by the Employer pursuant to Sections 3.1, 3.2, 3.3 and/or 3.4.

UNION REPRESENTATION

Section 4.1. Union Representation

(a) The Fire Division employees covered by this Agreement will be represented by a bargaining committee of two (2) such employees, one (1) of whom shall be designated by the Union as Chairman of the unit.

(b) The Union shall keep the City advised, in writing, of the members of the Bargaining Committee, and only such duly certified employees shall be recognized by the City as members of the Employees' Committees.

(c) The Fire Division employees covered by this agreement shall identify two employees to serve as their union representatives.

SPECIAL CONFERENCES

Section 5.1. Special Conferences. Special conferences for important matters, including safety and the treatment of employees, will be arranged between the Union and the Employer of its designated representative at mutually convenient times and places when there are important matters to discuss. Such meeting shall be between representatives of the Employer and no more than two (2) employee representatives of the Union. Arrangements for such special conferences, shall be made in advance, and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. This meeting may be attended by non-employee representatives of the City or the Union. Up to two (2) employee representatives will be compensated for scheduled work hours lost while in attendance at these joint meetings.

Minutes will be kept of these meetings. The disposition of the problem will be reduced to writing if either side so chooses.

GRIEVANCE PROCEDURE

Section 6.1. Definition of Grievance. A grievance shall be defined as a complaint during the term of this Agreement concerning the application or the interpretation of this Agreement as written. Any grievance filed should refer to the specific provision or provisions of this Agreement alleged to have been violated and it shall set forth the facts pertaining to such alleged violations.

Section 6.2. Grievance Procedure.

(a) Verbal Procedure. An employee and/or their union representative may discuss a grievance with the employee's supervisor. If the grievance is thus satisfactorily settled, the settlement shall be reduced to writing no later than the end of the second (2nd) working day following the last discussion of it, the settlement shall be signed by the Supervisor, and a copy of the settlement shall be given to the employee and the union representative.

(b) Written Procedure.

Step 1: If the grievance is not settled through the verbal procedure above, it may be reduced to writing, shall state the date it was denied by the Supervisor in the verbal procedure, shall be signed by the employee and their union representative, and presented to the employee's Supervisor, provided that such must be done no later than the end of the third (3rd) working day following denial of the grievance in the verbal procedure, failing which, it will be deemed to have been withdrawn permanently. The Supervisor shall endorse the Union's copy of the grievance to show the date of receipt.

The Supervisor shall render a written disposition of any grievance so filed no later than the end of the third (3rd) working day following the day of the receipt of the grievance. The Supervisor shall give a copy of the disposition to the employee's union representative or, in the union representative's absence, to the Unit Chairman, who shall endorse the Supervisor's copy to indicate receipt by the Union of such disposition and the date of such receipt.

Step 2: If the grievance disposition in Step 1 is not considered satisfactory, the grievance may be filed in Step 2 by the Unit Chairman who shall submit it to the designated representative of the City no later than the end of the third (3rd) working day following the date of the disposition of the grievance in Step 1. Failure to so advance a grievance to Step 2 shall result in its being deemed permanently settled on the basis of the disposition given it by the Supervisor in Step 1. The City shall endorse the Union's copy of the grievance to show the date of receipt.

After investigation of the grievance and discussion of it with the Union Committee if the Unit Chairman so requests, the City shall give its written disposition of the grievance to the Unit Chairman who shall endorse the City's copy to indicate receipt of such

disposition and the date of such receipts. This Step shall be completed within five (5) working days of receipt of the grievance by the City.

Step 3: If the grievance is not settled in Step 2, the Union, no later than the end of the fifth (5th) working day following completion of Step 2, may make written request to the City for a further meeting. If the Union does not so request such further meeting, the grievance shall be considered permanently settled on the basis of the disposition of it given by the City in Step 2.

If the Union requests such further meeting, it shall be held as promptly as practicable, but not later than on the tenth (10th) working day following the date of the Union's request for it. Either party may have present such of its attorneys, consultants or persons in its higher echelons, as it shall select.

If such further meeting is held, the City shall give written disposition of the grievance to the Unit Chairman no later than the end of the fifth (5th) working day following the date of such meeting.

Step 4: The Union or City may request non-binding mediation of any unresolved grievance by filing a request for mediation with the Michigan Employment Relations Commission and delivering a copy of this request to the City Manager within ten (10) working days following the receipt of the City Manager's written disposition in Step 3 of the grievance procedure. If the City Manager fails to answer a grievance within the time limits set forth in Step 3 of the grievance procedure, the Union may request mediation by filing a request for mediation with the Michigan Employment Relations Commission and delivering a copy of this request to the City Manager not later than twenty (20) working days following the date the City Manager's written Step 3 disposition was due. The City Manager shall respond in writing within ten (10) days after the mediation session regarding its decision or position regarding the grievance. Either party may have non-employee representatives present, including representatives of the IAFF.

Section 6.3. Arbitration. If the grievance disposition given in Step 3 is not considered satisfactory, the Union, during the term of this Agreement, may elect to take the grievance to arbitration. If it does not do so, in the manner herein provided, the grievance shall be deemed to have been settled on the basis of the disposition given to it in Step 3, and its subject matter shall not be resubmitted to the grievance procedure. If the Union wishes to appeal denial of a grievance in Step 3, a representative of the Union shall, within thirty (30) calendar days after the date of the Employer's disposition in Step 3, notify the City in writing that it elects to take the matter to arbitration.

Section 6.4. Selection of Arbitrator. In the event the City and the Union are unable to agree on an impartial arbitrator, the arbitrator will be selected from a list of arbitrators submitted by the Federal Mediation and Conciliation Service. A list of five (5) arbitrators will be requested from the Federal Mediation and Conciliation Service, with each party

having the right to strike two (2) names. The arbitrator remaining on the list shall serve as the independent arbitrator.

Section 6.5. Arbitrator's Powers. The Employer, the Union, and the independent arbitrator shall be subject to the following, which shall control if there is a conflict with a rule of the Federal Mediation and Conciliation Service:

(1) The Arbitrator shall be empowered to rule only on a grievance which involves an interpretation or application of this Agreement.

(2) The Arbitrator shall not add to, subtract from, ignore or change any of the provisions of this Agreement.

(3) It shall not be within the jurisdiction of the Arbitrator to change an existing wage rate, or to establish a new wage rate, nor to rule on the Employer's rights to manage and direct its work force unless there is contained in this Agreement a specific and explicit limitation of those rights, nor to infer from any provisions of this Agreement any limitation of those rights.

(4) The Service's Administrative fee and other charges and the Arbitrator's charges for services and expenses shall be shared equally by the Employer and the Union.

Section 6.6. Arbitrator's Decision. The Arbitrator's decision, on an arbitral matter within his jurisdiction, shall be final and binding on the employees, Union, and City, provided however that either party retains its legal rights if the arbitrator exceeded the jurisdiction granted by this Agreement or acted unlawfully.

Section 6.7. Grievance Settlement. It is understood and agreed that any grievance settlement arrived at hereunder, between the City and the Union, is binding upon both parties and cannot be changed by any individual employee.

Section 6.8. Time Limits. If the City representative in Step 1 or in Step 2 fails to provide disposition of a grievance within any time limit set forth for him herein, the grievance shall be automatically advanced to the next step, Step 2 or Step 3, respectively. It is agreed that any grievance must be brought up within five (5) working days after it might, reasonably, have become known to exist. In any event, no grievance claim shall be valid for a period prior to the date such claim was first filed in writing in the Grievance Procedure above provided. Back pay shall be limited to the amount of the wages the employee would have earned, within the foregoing limitation, less any amount received from employment, self-employment, or unemployment compensation. Grievance procedure time limits may be mutually extended in writing. For purposes of the Grievance and Arbitration Procedure, working days shall mean Monday through Friday, excluding holidays.

Section 6.9. Release Time for Grievances. For working time necessarily spent in investigating a grievance which an employee has already submitted to the Grievance Procedure above provided, or in discussing such a grievance with a representative (or representatives) of the City, union representatives shall be paid at their regular straight time rate for those hours during which they would otherwise have been at work for the City, it being agreed that such investigation or discussion shall be performed with a minimum of interference with work assignments and loss of working time. In no event shall any such Union representative leave their work for such purpose before first notifying their supervisor and turning their work over to a replacement who shall be provided by the supervisor as promptly as is practicable under the circumstances.

DISCHARGE AND SUSPENSION

Section 7.1. Discipline. The Employer and the Union mutually agree in the concept of progressive discipline and agree that discipline for non-probationary employees shall be for just cause. Employees shall be provided with written notice of the charges against them and shall be provided with an opportunity to explain their actions prior to disciplinary action being imposed. For informational purposes only, the Employer agrees promptly upon the discipline, discharge or suspension of an employee to notify the union representative in the department of the discipline, discharge or suspension.

Section 7.2. Discussion of Discharge or Suspension. The discharged or suspended employee will be allowed to discuss their discharge or suspension with the union representative of the department, and the Employer will make available an area where the employee may do so before they are required to leave the property of the Employer. Upon request, the Employer or its designated representative will discuss the discharge or suspension with the employee and the union representative. If an employee requests the presence of a Union Representative at a disciplinary interview, the interview will be postponed for up to twenty-four (24) hours to allow a Union Representative to be present.

Section 7.3. Appeal of Discharge or Suspension. Should the discharged or suspended employee or the union representative consider the discharge or suspension to be improper, a grievance may be filed in writing at Step Two (2) of the grievance procedure within two (2) regularly scheduled working days of the discharge. In the event no grievance is filed within that period, the matter shall be deemed dropped by the employee and the Union.

Section 7.4. Use of Past Record. The employer will not base disciplinary action, in whole or in part on any rule infractions occurring more than three (3) years prior to the date of discipline, provided, the employee has maintained an infraction free record during such period and/or unless specifically related to the current infraction. It is understood, however, that a significantly serious falsification of an Employment Application may be grounds for dismissal at the time it is discovered or reported by the City.

Section 7.5. Discipline Pay. When an employee is disciplined involving time off, the employee may not substitute other pay – comp time, vacation, etc. in the same pay period that discipline occurs.

SENIORITY

Section 8.1. Seniority Definition. Seniority is defined as length of continuous service with the City since the employee's most recent date of hire. Classification seniority shall be defined as the length of an employee's continuous service within a job classification covered by this Agreement. Seniority and classification seniority shall commence after the employee completes the probationary period, retroactive to their first date of hire or promotion. The application of seniority and classification seniority shall be limited to the preferences and benefits specifically set forth in this Agreement.

Section 8.2. Seniority Lists. Promptly following the effective date of this Agreement, but no later than thirty (30) days thereafter, the City shall post a list of the employees covered hereby, in seniority order, according to its records - most senior employees being listed first.

Semi-annually after the date of such initial posting, for the duration of this Agreement, the City will, upon request, furnish to the Union a copy of a list of the employees covered hereby, in seniority order, most senior employee appearing first.

It shall be the responsibility of each employee to check such later list and to notify the City of any alleged error therein. Disputes as to the correctness of seniority shown on the list, so presented, shall be subject to the grievance procedure herein, if not amicably resolved.

If effecting personnel changes, the City shall be entitled to rely on such posted lists. If an employee shall so notify the City of the existence of error in the current list at the time of, or following, such a personnel change, and it is agreed that error exists, the City shall incur no liability for any erroneous personnel change until the end of the fifth (5th) working day following the day on which the employee so notifies the City of such error.

Section 8.3. Probationary Employees. All employees shall be considered to be on probation, and shall have no seniority for twelve (12) calendar months of continuous employment following the first day of work for the Department. If an employee is off work for more than fourteen (14) work days during the probationary period, the probationary period will be extended by the amount of time the employee was absent from work.

If an employee who is laid off during their probationary period is returned to work by the Department and works at least one (1) calendar month, the employee shall be credited with such period of work toward completion of the employee's probationary period. If the employee so completes a total of twelve (12) months of work within an eighteen (18) month period, the employee shall be deemed to have completed their probationary period.

Probationary employees may be discharged or terminated in the City's sole discretion and there shall be no recourse to the grievance and arbitration procedure, and the City shall have no obligation to re-employ an employee who is laid off, discharged, or terminated during the employee's probationary period. It is the responsibility of any laid off probationary employee who wishes to be recalled to provide the City, on a quarterly basis for a period not to exceed two years, his/her current address.

Section 8.4. Seniority Status. Upon an employee's completion of the probationary period, they shall acquire seniority, and they shall be placed upon the seniority list with a date to coincide with their date of last hire. No two employees shall be hired on the same date.

Section 8.5. Seniority Employees Transferred Outside the Bargaining Unit. If an employee is transferred to a position within the City which is not included in the unit covered hereby, and they are thereafter transferred again to a position within such unit by the City, they shall be deemed to have accumulated seniority while working in the position to which they were transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement; provided, however, that the City shall be the exclusive judge as to whether or not an employee in a non-bargaining unit position shall be transferred into a bargaining unit position. An employee transferred from outside of the bargaining unit shall have as their IAFF seniority date the date of the transfer into the bargaining unit.

APPLICATION OF SENIORITY

Section 9.1. Promotions. Promotions within the Fire Division bargaining unit shall be handled by one of the following two methods, which result in a maximum score of 100 points:

1 – Point Factors

(a) 35 points for a written examination set up and administered by the City. Must pass the examination by a score of at least 60% to be considered. The examination will be over material and practices, which are applicable to the Big Rapids Fire Division as nearly as possible. (It is expected the examination will be of local origin).

(b) 15 points for experience. 1 point for each year up to 10 years and 1/2 point for each year after 10 and up to 20 years total.

(c) Performance rating: 10 points of rating to be done by the Chief and 10 points of rating to be done by the immediate supervisor (Captain of Fire Division). Total performance rating of 20 points.

(d) 30 points for an oral examination. This examination would be administered by three Fire Department officers selected by the City from jurisdictions outside Mecosta County.

2 – Assessment Center

An assessment center worth 65 points may be used in place of the written and oral examination to rate the candidates. If the assessment center is used, the assessment center procedure shall quantify its result by ranking all candidates.

Total points = 100.

Section 9.2 Choice of Promotion Plan. Once the employer begins the promotion process by using either 1 or 2 listed above, the employer shall continue with that process to fill the promotion. The employer shall not jump back and forth once either one of the processes have begun.

Section 9.2:1. Selection.

The Chief may select for promotion any one of the top three candidates.

Section 9.2:2. Promotion Qualification. A firefighter must have four (4) years of experience with the Big Rapids Department of Public Safety Fire Division before consideration for promotion provided, however, that there must be at least three (3) successful candidates after taking the written examination. If there are not three (3) successful candidates, then the unsuccessful candidates will be retested after adding other employees with at least two (2) years experience. If after the retest there are not three (3) candidates, the administration, at its sole discretion, may proceed with filling the position with less than three (3) candidates or may defer in filling the position on a permanent basis for a time not to exceed one (1) year, whereupon the promotional process will begin again.

Section 9.3. Layoff Procedure. Whenever it becomes necessary to lay off any employees, the City will notify the employees seven (7) calendar days in advance of the layoff if the layoff is expected to exceed seven (7) calendar days in duration. The following procedure shall be used:

(a) The employee in the classification with the least classification seniority will be laid off first and so on, within the classification, providing the remaining employees in the classification have the skill and ability and qualifications to do the required work.

Employees laid off from their classification may exercise seniority to displace a junior employee in any lower job classification for which the laid off employee has the skill and ability to do the work satisfactorily with normal supervision but without any additional training.

Ability to do the work satisfactorily is interpreted to mean the employee's ability to meet quality and quantity of workmanship or efficiency of an average operator on the type of work, within their first three (3) working days on the new job.

An employee may exercise seniority to bump into a different classification only once during any one layoff. If that employee is unable to perform the job within three (3) days under the preceding paragraph, the employee shall not have any further bumping rights but shall be laid off.

(b) Employees laid off shall continue on layoff status until recalled according to seniority.

Section 9.4. Recall. When the work force is increased after a layoff, the following procedure will be followed:

If an increase in a job classification is necessary, recall of laid off employees will be made in order of classification seniority, with the employees having the most classification seniority being recalled first, whether the employee is on layoff status or has been transferred to another lower-rated job classification in lieu of layoff.

Section 9.5. Procedure To Accomplish Recall. When employees laid off are to be recalled, the following method will be used by the Employer:

(a) The employee or their spouse will be called by telephone, or notified in person of their recall and the date on which they are to return to work.

(b) If an employee cannot be contacted personally under subparagraph (a) above, the Employer will send a certified letter notifying the employee of their recall to work and the date of their return. This will be done even if the employee's spouse is contacted.

(c) Any employee notified in accordance with subparagraph (a) or (b) above, who fails to report for work within the time limits set forth in Section 10.1(f) of the contract shall be considered to have quit.

If the date given in the recall notice is a date beyond the end of the three (3) working-day period specified above, the employee shall have until the end of the shift on the day specified to report before being considered as a quit.

It is the employee's responsibility to maintain their correct address and telephone number on file with the City and the City shall not assume any responsibility in the event notices are not received because the last address or telephone number is not correct; provided, in the event of a layoff, a layoff slip will be issued and will contain the name, address and telephone number of the employee. A copy of this slip will be signed by the employee and retained by the City.

Section 9.6. Incapacitated Due to Accident. Should an employee regularly employed by the City of Big Rapids as a firefighter be incapacitated due to accident, illness or casualty, or through no fault of their own, be unable to perform their regular duties, they shall, if qualified, be given every consideration to fill any opening or position with the City of Big Rapids, provided that filling of such a duty or position does not conflict with any other contract between the City of Big Rapids and other departments of the City. Any permanent employee with such an incapacity will be given consideration to fill such duty or position over and above any part-time employee or possible new candidate for the duty or position.

LOSS OF SENIORITY

Section 10.1. General Rules. Employees covered by this Agreement shall cease to

have seniority and classification seniority and shall have their name removed from the seniority list, in the event:

- (a) They are discharged for just cause and the discharge is not reversed; or
- (b) They retire; or
- (c) They quit; or
- (d) They accept employment elsewhere while on a leave of absence (other than a Union business leave of absence), or are self-employed for the purpose of making a profit, during a leave of absence; or
- (e) They fail to report for work within three (3) working days after expiration of a leave of absence; or
- (f) They fail to report for work within three (3) working days after they are notified to do so in person, by telephone, or by certified or registered mail sent to their address of record with the City; provided that, in the case of notice given in person or by telephone, the City shall promptly thereafter give to the Local Chapter Chairman a memorandum, in writing, that it has given such notice; or
- (g) They are absent from work, without permission, for three (3) consecutive scheduled workdays.

Section 10.2. Exceptions to Above General Rules. An employee whose name is removed from the seniority list for any of the reasons listed (b) through (g) above, shall be deemed to have quit, subject only to the following exception:

If an employee fails within situation (e), (f), or (g) and their failure to report or their absence from work is on account of illness or injury or other serious reason beyond their control, they may retain their seniority and classification seniority if they have notified the

City of such reason by certified mail, telephone or e-mail, before the expiration of the three (3) day period in the case of (e) or (f), or before the end of their scheduled shift on the third (3rd) working day in the case of (g).

It is recognized that the City may require substantiation of the reason given by an employee under which they claim exception as above. If the reason is not substantiated upon such request, to the satisfaction of the City, and the City determines that the employee's loss of seniority and classification seniority shall stand, the employee may appeal the determination of the City to the grievance procedure herein provided.

TEMPORARY EMPLOYEES AND TRANSFERS

Section 10.3. Temporary Employees. Temporary employees, including State or Federally-funded employees, etc, will not be covered by, nor subject to, any provision of this entire Agreement. The City agrees not to abuse the right to hire temporary employees.

Section 10.4. Temporary Transfers. If, in the opinion of the City, there is a temporary surplus or deficiency of employees in any job covered hereby, the City shall have the right temporarily to assign an employee to another job for which it deems they are qualified, with no change in rate or classification.

Section 10.5 – Employment to Fill Vacancy. Notwithstanding the procedures of filling overtime needs outlined in Section 12.2 - Overtime - whenever a vacancy (retirement, resignation or dismissal) occurs in the Fire Division, the vacancy may be filled by hiring part-time certified (Medical First Responders and Firefighter II classification) firefighters from the ranks of the part-paid employees of the Big Rapids Fire Division. These individuals will be hired only on the occasion of vacancies and will not be employed or used for the other approved time off. Part-paid firefighters responding by working the vacancy will be given academic credit on employment tests according to the work that is completed during the vacancy. To become a part-time employee under this section, it is agreed that the Chief and Union will agree on the necessary training, qualifications and academic credit, which will meet minimum standards for such a position. The filling of the vacancy will not exceed six (6) months, unless mutually agreed upon by both the union and management for an additional six (6) months. For the purposes of this section an illness, leave of absence, injury or other long term disabling condition anticipated to last at least two months will also qualify as a vacancy. Part-paid firefighters so employed shall work only to fill the third position in a shift.

WAGE RATES

Section 11.1. Wages and Classifications. Job classifications and annual rates of pay for work presently performed by covered employees are set forth in Appendix "A", attached

hereto and made a part hereof. An employee's regular hourly rate of pay shall be determined by dividing the annual salary by 2,912 hours, calculated to four (4) decimal places. Employees shall begin at the start rate and shall advance from step to step upon completion of the specified periods of time in that classification.

HOURS OF WORK

Section 12.1. Hours of Work. The work cycle shall be a period of twenty-eight (28) consecutive days. Employees are normally scheduled to work 2,912 hours in a calendar year. An employee's normal workweek shall be that required to operate a three platoon system, averaging fifty-six (56) hours per week with duty shifts consisting of twenty-four (24) hours. Each platoon will have a captain and two full time fire fighters assigned per shift. If only one (or fewer) fire fighters report for duty, up to two (2) vacancies will be filled according to section 12.2. Nothing contained herein shall be construed as a guarantee of any particular number of hours of work or pay per day, week or year. The City reserves the right to create new positions working other than twenty-four (24) hour workdays. Such changes will be discussed at a special conference between the Union representatives and the City.

Section 12.2. Overtime. Overtime shall be paid at the rate of two (2) times the employee's straight time rate of pay.

Nothing in this Contract shall guarantee any number of hours of work, nor shall there be any limitation of the City's right to schedule or require reasonable amounts of overtime. Employees will be asked to work the overtime on a voluntary basis, contacting first the employee with the most seniority and then proceeding down the seniority list. If all full time fire fighters refuse the overtime opportunity or if sufficient full time employees do not accept, then the overtime will be offered to qualified part paid firefighters, starting at the top of the list until the overtime is covered or turned down. The City and the Union will maintain a mutually agreed list of qualified part paid firefighters. If the overtime opportunity is not covered by full time or part time as listed above, then it shall be assigned starting with the full time employee with the least department seniority with the necessary skill and ability on up until there are enough people, and overtime shall be required of those selected. Paid holidays, paid sick days, paid comp days and paid vacation days, falling on a regular scheduled shift and not worked shall be counted as time worked for overtime purposes in that week. Notwithstanding this provision, comp time when taken will follow the requirements of Section 12.6 and will be scheduled and taken by agreement that it shall not create shift staffing to fall below normal staffing levels thereby making additional overtime necessary. In the event of upstaffing by the City, the hours will be filled by the process listed in this section bringing the shift to full staff. Any additional firefighters above full staff may be filled with part paid firefighters.

Section 12.3. Shift Scheduling. The City reserves the right to establish shift starting and quitting times. The Union will be notified at least seven (7) calendar days in advance of general changes in starting and quitting times. Such general changes will be discussed

at a special conference between the Union representatives and the City. It is agreed that when employees are moved to cover shift leaves, they will stay on the new shift a minimum of five shifts.

Section 12.4. Call Back. Employees who are called in to work at times other than their regularly scheduled shift shall be paid for two (2) hours or for the time actually worked, whichever is greater. The hourly pay guarantee of this section does not apply in instances where an employee is required to work past the scheduled end of their regularly scheduled shift.

Section 12.5. Pyramiding. Overtime premiums shall not be pyramided for any hour of work.

Section 12.6. Compensatory Time. Employees may elect to receive compensatory time in lieu of pay for overtime hours worked. The scheduling of compensatory time off shall be arranged in advance by the employee with their Department Head. Compensatory time shall be scheduled at a time mutually agreeable to the employee and the Employer. A request for use of compensatory time may be denied if it would cause the number of employees scheduled to be on duty on the particular shift to fall below normal staffing patterns or if the time off would be required to be filled by an employee at other than straight time rates.

Compensatory time off may be accumulated to a maximum of two hundred twenty-four (224) hours. All unused compensatory time shall be paid on or before Friday of the end of the third full week of July at the rate of pay in effect as of June 30 of that year; provided, however, that upon request up to seventy-two (72) hours may be carried over to the next fiscal year. Accumulated compensatory time as of June 30 of less than ten (10) hours shall automatically be carried over.

Throughout the year, compensatory hours can be paid either in an additional payroll check for at least 80 or any hours under 80 can be added on a payroll check. In either case, the hours will only be processed during a regular paycheck cycle on the regular payroll check date. There will be a limit of one additional process per paycheck cycle.

Section 12.7. Time Trading. Employees may trade time only with the prior approval of the Chief or designated representative; provided that no scheduled overtime shall result to the individuals involved in such voluntary trades.

Section 12.8 Light Duty. The City of Big Rapids recognizes the value of its employees and their contribution to everyday operations of the City. On the occasion that an employee is injured or ill and not able to perform the functions of their current position, the City offers light duty. This is to accommodate the needs of the employee and the city. The Employee is able to come back to work and not deplete their leave banks, the City has a qualified employee to perform tasks that would

otherwise detract from the day to day business of other employees. Light duty would be provided under the following terms and conditions.

- A. The City advises the employee that part time work is available and sets up an appointment with Occupational Health to determine the restrictions that may be placed on the employee to be examined for light duty possibilities. The employee may also be the aggressor in requesting light duty medical accommodation by bringing in a medical restriction from his/her personal doctor. The City will honor that medical assessment as well.
- B. Occupational Health and/or the employee's physician will advise the City and employee of the nature of the work that can be accommodated and the specific restrictions that need to be observed. The work will continue with varying restrictions until the employee is medically released by the doctor.

The City shall keep the diagnosis confidential as appropriate, but will share the medical restrictions with supervisors to insure that the restrictions are being followed and the jobs assigned will meet the medical needs.

- C. The City will make every effort to place the employee in the department that they work for. However, the employer reserves the right to temporarily assign the employee to another department based on the work demand. The employee is still under the terms and conditions of this labor agreement while working the temporary assignment. The employee is required to abide by the requirements of the department that they are assigned to (work, lunch hours, etc.), while the employer is required to make the reasonable accommodations for the employee based on medical restrictions.
- D. The employee will be given first opportunity for available work hours over part-time personnel. The employee will be afforded full time work status, at regular work times and conditions. If that is not available, then a forty (40) hours per week will be offered unless restrictions from a physician dictate a lesser amount. The employee will then have to use the other appropriate leave hours based on the nature, restrictions and condition of their disability.
- E. If the firefighter is temporarily assigned to a 40 hour position, he/she will convert to a 40 hour schedule and the 40 hour non-bargaining benefit schedule (which will change sick, vacation, holiday and other accumulated benefits – the hourly pay rate remains constant). However, if the firefighter continues to supplement their 40 hour schedule from accumulated banked time, the 56 hour benefit accumulation will continue uninterrupted. It is understood that each condition may vary, and the Union and Management agree to sign off on a written program, which will follow this pattern of benefit accrual based on a choice of a 40 or 56 hour per week program.

- F. Work will continue at this full time basis unless and until the doctors alter this restriction by changing hours or conditions.
- G. Both the employer or the employee may request a second opinion on the restriction and the two consulting doctors will consult with one another to establish a common and appropriate work restriction plan.
- H. Accommodation of medical restrictions will be reviewed each month. It is understood that unless approved in writing by the City Manager medical light duty will not be extended beyond a six (6) month period of time with doctor recommendation, however, an additional (6) months extension will not be unreasonably withheld. If the medical accommodation continues beyond that point, disability retirement or other options will be reviewed or more permanent solutions discussed with the employee.
- I. If specific conditions regarding assignment to a department, union contract conditions or other issues conflict as a result of light duty opportunities, the Union and Management agree to work together to create personal accommodations and to resolve these issues so that light duty opportunity may be preserved.

HOLIDAYS

Section 13.1. Holiday Pay. For purposes of this Agreement, employees shall receive twenty-four hours to their holiday bank on the following dates:

New Year's Day - January 1
Martin Luther King Day – Nationally observed day
Easter – Nationally observed day
Memorial Day – Nationally Observed Day
Independence Day - July 4
Labor Day - First Monday in September
Veteran's Day - November 11
Thanksgiving Day - Fourth Thursday in November
Christmas Eve – December 24
Christmas Day - December 25
Patriots Day – September 11

Section 13.2. Holiday Eligibility. Employee eligibility for holiday benefits is subject to the following requirements:

- (a) The employee must work their normally scheduled workday immediately preceding and their normally scheduled workday immediately succeeding the holiday, unless on approved paid leave.

- (b) An employee scheduled to work on a holiday must work all of their scheduled hours on the holiday, unless on approved paid leave.

Section 13.3. Holiday Benefits. Twenty-four (24) hour workday employees shall receive holiday pay at their regular straight time rate of pay. If the holiday falls on their scheduled workday, the employee shall receive twenty-four (24) hours off at a mutually convenient time. If the holiday falls on an eligible employee's scheduled day off, they shall receive twenty-four (24) hours off at a mutually convenient time. The accumulation of holiday benefits within the holiday bank shall not exceed one hundred ninety-two (192) hours. An employee that exceeds the maximum accumulation, due to a holiday, shall have sixty (60) calendar days after the holiday in which to use the holiday time or it will be lost. In the event that an employee is unable to take their holiday time due to manpower shortage, a reasonable period of time will be given the employee to reduce the holiday hours.

Throughout the year, holiday hours can be paid either in an additional payroll check for at least 80 or any hours under 80 can be added on a payroll check. In either case, the hours will only be processed during a regular paycheck cycle on the regular payroll check date. There will be a limit of one additional process per paycheck cycle.

VACATIONS

Section 14.1. Vacation Allowance. All employees shall be granted vacation leave with pay and benefits based upon their length of continuous service with the Employer in accordance with the following:

<u>Years of Continuous Service</u>	<u>Time Off</u>
Less than five (5) years	120 hrs. (4.62 hr/pp)
At least five (5) but less than eleven (11) years	192 hrs. (7.39 hr/pp)
At least eleven (11) but less than eighteen (18) years	240 hrs (9.23 hr/pp).
At least eighteen (18) years	312 hrs. (12.0 hr/pp)

Vacation leave is credited to eligible employees each pay period, based upon their years of continuous service as of that date.

Section 14.2. Vacation Eligibility. In order to be eligible for full vacation leave benefits each pay period, an employee must have worked or received pay for all of their regularly scheduled shifts during that pay period. Employees who fail to work or to receive pay for all of their regularly scheduled shifts during that pay period shall be

entitled to pro-rated vacation leave based upon the ratio of the hours they actually worked or received pay to the number of days in their regular schedule during that pay period. For purposes of this section, hours worked shall include paid leaves of absence, hours of paid vacation and all hours actually worked. The maximum number of hours that an employee may accrue is seventy-two (72) hours more than the number of hours that the employee accrues on an annual basis. In the event that an employee is unable to take their vacation time due to manpower shortage, a reasonable period of time will be given the employee to reduce the vacation hours.

Section 14.3. Anniversary Date. An employee's anniversary date is the most recent date upon which the employee commenced work for the Employer, and the same date thereafter in succeeding years. An employee's length of continuous service shall be calculated from the anniversary date, and shall only be broken by a loss of seniority.

Section 14.4. Vacation Selection. Vacations will be scheduled by supervision at mutually convenient times subject to the employee needs of the particular operation. Seniority will be honored in ranking employee requests for particular vacation weeks, provided proper advance notice has been given. Only customary and usual tour of duty days are to be construed as vacation time of any particular employee, and only such usual and customary tour of duty days are to be deducted from the employee's earned vacation for any particular year, whether employee takes one, two, three or more days off at any one time. Vacations to be taken after permission of the supervisor who shall allow such vacation at a time when employees may take their vacations in consecutive weeks. If a holiday falls within the week during which an employee is on authorized vacation, that employee shall be considered to be on approved leave for purposes of receiving holiday pay. Employees may not utilize vacation time during their first four (4) months of employment.

Section 14.5. Benefits upon Termination. Any employee with less than one (1) year of service whose employment is terminated, or any employee terminated for cause, waives their right to any accumulated vacation time. All other employees with one or more years of service whose employment is terminated will be entitled to all vacation time accumulated to the termination date in that vacation year.

Section 14.6. Vacation Pay. Vacation pay shall be computed on the basis of the employee's rate at the time the vacation is taken.

INSURANCE

Section 15.1. Life Insurance. The Employer shall carry a \$35,000 Life Insurance policy with \$60,000 of Accidental Death and Dismemberment coverage for each employee. The full cost of this policy shall be borne by the Employer. All employees shall be eligible for this insurance after completing thirty (30) calendar days of employment with the Employer.

Section 15.2. Short-Term Disability. The employer shall provide Short-Term Disability coverage for an illness or accident, which will pay the employee one-half (1/2) of their regular base salary, payable from the eighth (8th) day for a maximum of ninety (90) days which can be used in conjunction with sick pay at one-half (1/2) day per day, not to exceed their regular pay scale.

Section 15.3. Long Term Disability Insurance Coverage. During the term of this Agreement, the Employer shall obtain and pay the required premiums for a long term disability program for those full time employees occupying a classification covered by this Agreement who participate in the Defined Contribution Plan. Employees who become totally incapacitated for duty and who are otherwise eligible shall receive from the Employer's insurance carrier weekly indemnity payments consisting of sixty-five percent (65%) of their normal gross weekly wages up to a maximum of \$2,600 per month. These benefits shall be payable from the 90th day of disability through age sixty-five (65). The benefit payable under this program is coordinated with compensation paid under the Social Security Act and the Worker's Compensation Act. The specific terms and conditions governing the long term disability program as set forth in detail in the policy governing the program as issued by the carrier, currently Madison National Life Insurance Company.

LEAVES OF ABSENCE

Section 16.1. Military Service Leave. The Employer and the Union agree that the matter of leave of absence for an employee during the period of his military service with the Armed Forces of the United States, and of their reinstatement thereafter, shall be governed by applicable statutes.

Section 16.2. Personal Business Leave. An employee shall have the right to make written application for leave of absence for a period of up to one (1) calendar month, for personal reason(s) of persuasive nature which shall be stated in the application. Granting of such leave shall be in the discretion of the City. If the leave is granted, seniority shall be retained and accumulated during the period of leave.

Extension of a personal business leave of absence may be granted, in the discretion of the Employer, for a further period or periods, to a total period of not to exceed six (6) calendar months. During such an extension or extensions, seniority shall be retained, but it shall not be accumulated.

Section 16.3. Non-Duty Disability Leave. A disability leave of absence will be granted to employees who have exhausted all accrued sick leave and are unable to work because of a non-work related injury, illness, pregnancy or other disability, subject to the right of the City to require a physician's certificate establishing to the satisfaction of the City that the employee is incapacitated from the safe performance of work due to illness, injury, or other disability. A disability leave shall be with pay and benefits until such time as the employee has exhausted all accrued paid sick leave benefits (and vacation if

elected by the employee). This disability leave will continue for the period of the employee's disability; provided, however, that an employee may not be on a disability leave for a period of more than twelve (12) consecutive months. At the completion of the twelve (12) month period, the City may grant an extension of the leave for up to six (6) additional months, if the employee can present evidence from their treating physician that there is a substantial likelihood that the employee will be able to return to work during the period of the extended leave. The City may request at any time, as a condition of continuance of a disability leave of absence, proof of a continuing disability. In situations where the employee's physical or mental condition raises a reasonable question as to the employee's capacity to perform the job, the City may require a medical examination by a physician chosen by the City at the City's expense and, if appropriate, shall require the employee to take a leave of absence under this Section. Employees who are anticipating a leave of absence under this Section may be required to present a physician's certificate recommending that the employee must be satisfactorily maintained. Employees are required to notify the City of any condition which will require a leave of absence under this Section together with the anticipated date for commencement of such leave. This notice shall be given to the City by the employee as soon as the employee is first aware of the condition. All employees returning to work from a disability leave of absence must present a physician's certificate satisfactory to the City indicating the employee is physically or mentally able to return to work. In the event that the employee disagrees with the Employer's determination, they may request a second opinion at their own expense.

Section 16.4. Union Business Leave. An employee covered hereby who is elected or appointed by a full-time office in the Union, the fulfillment of the duties of which requires a leave of absence, shall be granted a leave of absence for their term of office. Seniority and classification seniority shall be accumulated during the first twelve (12) months of such a leave of absence, and retained thereafter.

One member of the Union elected to attend a function of the International or State Union, such as conventions or educational conferences, shall be allowed approved time off with pay (vacation, holiday or comp time) to attend such conferences and/or conventions. Such leave shall not exceed one (1) calendar week in duration.

A request for Union business leave of absence shall be submitted in writing at least seven (7) days in advance of the leave, by the President of the Bargaining unit, to the Director of Public Safety, and shall state the general purpose for which Union business leave is requested.

Section 16.5. Paid Union Business. The Firefighters Association shall have a bank of one hundred forty-four (144) hours paid leave per contract year for the bargaining unit. Requests for Union leave shall be made in writing to the Chief at least seven (7) days in advance of the date(s) requested. If more than one member is on the same shift, only one member may be off at any one time.

Section 16.6. Workers Compensation Leave. Upon written application, a leave of absence for a period of not more than twelve (12) months will be granted to employees who are unable to continue to work for the City because of a work related injury or disease for which the employee is entitled to receive benefits under the Worker's Compensation laws of the State of Michigan and is receiving voluntary payments from the City, subject to the City's right to require medical proof. At the completion of the twelve (12) month period, the City may grant an extension of the leave for up to six (6) additional months, if the employee can present evidence from their treating physician that there is a substantial likelihood that the employee will be able to return to work during the period of the extended leave. The City may require at any time, as a condition of continuance of a worker's compensation leave of absence, proof of a continuing inability to perform work for the City.

Section 16.7 Seniority while on Leave of Absence. The seniority and classification seniority of employees on Employer approved leaves of absence shall continue to accrue during the period of their leave of absence.

UNION BULLETIN BOARDS

Section 17.1. Union Bulletin Boards. The Employer will provide a bulletin board in the Public Safety Building which may be used by the Union for posting notices of the following types:

- (a) Notices of recreational and social events.
- (b) Notices of elections.
- (c) Notices of results of elections.
- (d) Notices of meetings.
- (e) Other matters pertaining to union matters

Section 17.2. Employer Bulletin Board. The Employer will maintain a bulletin board for posted Employer materials, such as employment notices, MIOSHA notices, and miscellaneous City-wide notices. Each employee shall be responsible for checking and reading posted materials. Any materials so posted by the Employer will be of an informational nature (insurance coverages, etc) and shall be presumed to have been read by employees and accordingly, employees shall be presumed to be on notice regarding such posted materials.

RATES FOR NEW JOBS

Section 18.1. Rates for New Jobs. When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a permanent classification and rate structure. Wages, hours and conditions of that new classification shall be the subject of collective bargaining between the parties.

WRITTEN AGREEMENTS

Section 19.1. Other Agreements. There are no understandings or agreements or past practices which are binding on either the City or the Union other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding on either the City or the Union until it has been put in writing and signed by both the City and the Union.

STRIKES, WORK INTERRUPTIONS

Section 20.1. No Work Interruptions. The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. The Union, therefore, agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket Employer's premises. The Union further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with the services of the Employer.

The Employer may, at its option, discipline, including discharge, any or all employees violating any provision of the first paragraph of this Section.

During the term of this Agreement, the Employer shall not cause, permit or engage in any lockout of its employees.

Both the Employer and the Union reserve all rights to seek legal redress for any violation of this Section. Nothing contained in this Section shall be construed as a waiver of any such right to which either party is entitled.

SICK LEAVE

Section 21.1. Sick Leave Credit.

(a) Each regular full-time twenty-four (24) hour workday employee shall accumulate and be credited with six and one-half (6-1/2) workdays of sick leave per year to be credited at the rate of one-quarter (1/4) working day for each scheduled and fully completed bi-weekly payroll period with a maximum accrual of one hundred two (102) working days.

(b) Sick leave is a benefit for employees to be used in the case of illness or injury and is not a benefit to be converted into wages during the normal course of employment. Employees whose employment status with the Employer ends shall not be paid for accrued but unused sick leave, except for when the employee retires from the Employer, leaves after twenty (20) years of employment with the City, is permanently disabled or upon death of the employee. Employees shall be paid for accrued but unused sick leave hours at sixty percent (60%) of their current regular straight time rate of pay for the reasons listed above.

Section 21.2. Use of Sick Leave. All regular full-time employees may use their sick leave credit in any month of the year in which they are scheduled to be on the payroll, but only for the number of working days in such month for which they are scheduled to be on duty at the City. Any utilization of sick leave allowance by an employee must have the approval of management or designated supervisor.

Section 21.3. Charging of Sick Leave. All absences of employees due to illness or injury (non-compensable) will be debited against the employee's record. An employee will be considered absent if they fail to appear for their regularly scheduled duties for one (1) hour or more because of illness or injury, and their sick leave credit will be debited for the time he is absent from work.

Section 21.4. Physician's Certificate. Each employee desiring consideration for sick leave benefits may be required by management to file either a physician's statement or a sworn affidavit, whichever is requested by management, that the claim of absence for any of the reasons stated above is bona fide. Until such statement is filed, if requested, all absences will be considered as lost time, and the employee's pay will be reduced accordingly.

Section 21.5. Lack of Sick Leave Credit. Whenever an employee on sick leave has used up all of their sick leave credit, they will be removed from the payroll unless a sick leave of absence has been approved.

Section 21.6. Records and Reports.

(a) The payroll office shall maintain an official sick leave record on all employees. The record shall be credited with earned sick leave credit monthly and debited periodically as sick leave benefits are used. The Department Head is charged with the responsibility of reporting to the payroll office of the City on each payroll report all absences which are chargeable against sick leave credit. This will be the original record from which the payroll office will secure the information from the permanent record.

(b) Employees must notify their on duty supervisor, at the earliest opportunity, when they will be off work because of illness. All such calls must be made to the immediate supervisor no later than one (1) hour prior to the beginning of their shift, except that calls up to the starting time of their shift will be given consideration by management in proven extreme emergency situations.

Section 21.7. Sick Leave Use and Workers Compensation. An employee may use their accumulated sick leave benefits in conjunction with worker's compensation benefits to comprise their normal bi-weekly income as a City employee. The requirements of Sections 21.3 and 21.4 shall apply.

Section 21.8. Sick Leave Use for Family Member. An employee who is required to be absent from work due to serious illness in the immediate family (spouse, children, parents, grandparent, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent-in-law or other sponsored dependent living in your household) may use accumulated sick leave benefits for this purpose. The requirements of Section 21.3 shall apply. Up to twenty-four hours may be used for the birth of a child or placement of an adopted child with the employee.

Section 21.9 Loaned Sick Leave. In order to provide for continuation of pay during a period of disability, which is not job related, the City has created a system of paid sick leave and has purchased a long term disability plan that is effective from the ninetieth (90th) day of disability. This program neither supersedes nor replaces other disability programs. Most employees will have sufficient paid time (paid sick leave, compensatory time, vacation and holiday time) to insure the continuation of pay through the commencement date of the long-term disability payments. In recognition that some employees may not have sufficient paid time to continue their pay during this period, a supplemental sick leave program is created under the following terms and conditions:

- A. The catastrophic sick leave program shall be utilized only if all of the following conditions are met.
 1. The City Manager and Human Resources shall confirm that the injury of long-term illness is indeed catastrophic.
 2. A doctor certifies that a long-term medical injury or illness exists.

3. The injury or long-term illness must require the employee to take at least 30 consecutive days off. If the injury or long-term illness occurs to a family member, the term of disability must continue for a period of 20 days.
4. The employee shall not have been disciplined for sick leave abuse.
5. Prior to receiving a sick leave donation, the employee must have exhausted all compensatory leave, holiday leave, vacation leave and sick leave time.
6. All sick leave donations must be voluntary. They must be received by posting the request on the bulletin board of the City. A confidential posting option will also be available in the office of the Human Resource Office of the City. Department directors will then ask employees to consider signing this posting indicating their willingness to sign over some of their sick leave to the disadvantaged employee. The opportunity for donations shall be posted for a period of seven days. After this time no further donations may be made. No solicitation by the employee for signatures is permitted.
7. No employee shall give more than sixteen (16) hours to the donation program for any one (1) employee in a calendar year.
8. No more than one hundred sixty (160) hours may be contributed to the benefit of any one (1) employee under this program for any single catastrophic leave.
9. Of persons who contribute, contributions will be prorated among the contributors.
10. Donations may be from any City department.
11. Donations to previous sick banks will be returned to the employee donating.

Section 21.10. Family and Medical Leave. - Employees who have been employed for at least 12 months and have been employed for at least 1,250 hours of service during the immediately preceding 12 month period are eligible for leaves of absence for any one, or more, of the following reasons:

- (1) The birth of a child, and to bond with the newborn child within one year of birth;
- (2) The placement with the employee of a child for adoption or foster care and to bond with the newly placed child within one year of placement;
- (3) To care for the employee's spouse, son, daughter, or parent with a serious health condition, including incapacity due to pregnancy and for prenatal medical care;
- (4) A serious health condition that makes the employee unable to perform the functions of his or her job, including incapacity due to pregnancy and for prenatal medical care;

- (5) Any qualified exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.

In addition, eligible employees may take up to 26 workweeks of leave in a single 12-month period to care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the servicemember (referred to as military caregiver leave). An eligible employee is limited to a combined total of 26 workweeks of leave for **any** FMLA-qualifying reasons during the single 12-month period.

When an employee requests a leave of absence under the FMLA, the Employer reserves the right to require the employee to utilize any accumulated paid leave that is available for use under the labor agreement covering the circumstances under which the FMLA leave is requested. In the event that more than one type of paid leave is available, the employee shall have the option to select the order in which the paid leave is to be used.

The provisions of this section are supplemented by the City's Family and Medical Leave policy, and are further explained by the Family and Medical Leave Act of 1993 (FMLA) and the regulations promulgated under that Act.

BEREAVEMENT PAY

Section 22.1. Funeral Leave. An employee who is absent from work due to the death of a member of their immediate family shall be entitled to a paid funeral leave of not to exceed two (2) regularly scheduled working days. Pay shall be at straight time hourly rates for the hours lost due to the leave. For this purpose, "immediate family" shall be defined as spouse, child, stepchild, grandchild, parent, sister, brother or parent or grandparent of spouse, grandparent, brother-in-law, or sister-in-law. Step-parents, step-brothers, and step-sisters shall also be included above.

An employee who is absent from work due to serving as a pallbearer shall be entitled to use accumulated sick leave for this purpose.

TRAINING INCENTIVE

Section 23.1. Training Incentive Bonus. Training incentive will be paid under the following schedule to full time employees hired prior to July 1, 2016 for each certification:

Company Officer I and II Certification	\$700
Company Officer III Certification (officers only)	\$700
Medical License	\$700

Training certification bonuses will be paid to eligible employees on December 1, or the following Monday if the 1st falls on a Saturday or Sunday. To be eligible to receive training certification bonuses, the employee must be employed by the City on December 1 and must have possessed the certification for the prior twelve (12) months. Employees who acquire a certification during a particular year will receive a prorata benefit based upon the number of months that they possessed the certifications during the twelve (12) month period. The payment for Company Officer III will only be available to employees in the classification of Captain.

Employees receiving prior approval of the Director to attend training required for these training certificates will have the training paid for by the Department.

LONGEVITY

Section 23.2. Longevity.

All regular, full-time employees hired after July 1, 2016 shall receive a longevity payment based on length of completed, continuous service as of December 1 under the following schedule:

- | | | |
|-----|---|---------|
| (1) | completion of five (5) years continuous service - | \$ 800 |
| (2) | completion of ten (10) years continuous service- | \$1,100 |
| (3) | completion of twenty (20) years continuous service- | \$1,300 |

MISCELLANEOUS

Section 24.1. Uniforms and Shoes. Employees shall receive fire and Class A uniforms in accordance with the policy established by the City. The City shall also provide uniform shoes or boots (employee option), not to exceed one (1) pair per year in accordance with the style and specifications as determined by the City, or each employee will be given an annual reimbursement allowance up to \$150 for one pair of uniform shoes or boots.

Section 24.2. Residency. All full time employees are required to establish a bona fide residence and their primary domicile within the area set forth on the attached map within six (6) months of the completion of their probationary period and to maintain this residence as a condition of continued employment.

Section 24.3. Food Allowance. A food allowance for each employee each contract year shall be \$1,230. The yearly allowance shall be paid on the first payroll after July 1. This payment shall be made in arrears, beginning July 1st, 2012.

Section 24.4. Grounds Maintenance. The City will provide for the initial removal of snow on the morning of each snow event. Department of Public Safety personnel will

handle subsequent snow removal on the sidewalks adjacent to the building, during the daytime hours (especially in preparation for evening meetings).

Non-routine building maintenance tasks, normally for tasks on the inside of the building (changing light bulbs, etc.), will be completed by on-duty firefighters at the request of the Chief. Outside maintenance (including lawn mowing, weeding, etc.) will be handled by other workers and not routinely be a function of the building maintenance tasks.

Section 24.5. Examinations. All employees shall receive a medical evaluation as established from the Comprehensive Occupational Medical Program for Fire Departments every two (2) years fully paid by the City. Employees will be sent to the City's physician for this examination.

The Employer reserves the right to require an employee to receive a physical or mental examination by a competent physician if the Employer has cause to believe that the employee's fitness for duty is in question. The employer shall pay for any required examinations and the employee shall authorize the Employer in writing to receive the medical report.

Section 24.6. Dry Cleaning. Provide dry cleaning on a need basis for dress uniform and driving coats.

Section 24.7. Drug Use and Testing. The City strictly prohibits the manufacture, unauthorized use or possession, sale or distribution of drugs/alcohol by its employees on City premises (including parking lots and in City vehicles) or during work time. Compliance with this policy is a condition of employment. Violation of this policy will result in discipline up to and including discharge.

The Union acknowledges that its members are employed in safety sensitive positions and that its members or citizens could be placed in jeopardy by an employee's use of drugs/alcohol. Therefore, it is agreed that an employee will be required to submit to a blood and/or urinalysis examination for the purpose of detection of the employee's use of unauthorized prescriptive drugs, illegal drugs, controlled substances, and/or alcohol in the following circumstances:

1. If the City has a reasonable suspicion that the employee in question is:
 - a. Under the influence, impaired or otherwise affected by the use of drugs/alcohol, or,
 - b. Is currently possessing on City premises unauthorized drugs/alcohol, or,
 - c. Has sold, distributed drugs/alcohol on or off City premises or attempted the same.
2. As a part of a routine scheduled physical examination.

3. Upon return from a leave of absence of thirty (30) days or more.
4. During random periods during an employee's probationary period.

Drug testing shall be conducted by a certified N.I.D.A. agency unless it is part of a routine medical exam in which case it will be performed by the medical institutions performing the examination. The City agrees to treat all information received relating to an alleged employee's involvement with drugs/alcohol as confidential and will only transmit such information to those individuals who need to know.

Section 24.8. Acting Assignment Pay. A Firefighter who is assigned to fill in for an absent Captain for a period of one (1) or more consecutive hours will be paid for those hours at the Captain's rate. In order to be eligible for acting pay, a fire fighter must have completed the Fire Fighter Training Council Company Officer I and II training.

Section 24.9. College Tuition Reimbursement. The City agrees to reimburse an employee for tuition incurred under the following conditions:

- (1) The employee must notify the City in writing of the course(s) and the higher education institution that they intend to attend before registration.
- (2) The City must approve of the course(s) in writing.
- (3) The course(s) must be directly related to the employee's work with the City.
- (4) The employee must complete the course with a minimum grade of "C".
- (5) The maximum reimbursement shall be not more than \$900 per person per contract year, budget allowing.
- (6) Scheduling of class shall be negotiated with the Director of Public Safety with every effort made to support the training. However, the training shall not result in overtime costs.

Section 24.10 Second Employment. Details of secondary employment shall follow any Department or City policies and procedures. Application for secondary employment and its approval and denial shall be in writing. Denial of secondary employment shall be open to the grievance procedure.

Section 24.11 Direct Deposit. Firefighters will utilize the direct deposit services for the City bi-weekly payroll checks and all other wage and benefits payments such as comp bank pay. Employees will provide their appropriate bank information to Payroll.

Section 24.12 De Minimus Benefits. Employee compensation may include additional de minimus benefits as provided within the annual budget.

RETIREMENT

Section 25.1. Retirement Plan. The City maintains a retirement plan for employees created and operated under Act 345. This pension plan is a defined contribution program which provides the following benefits:

(1) The City will contribute to each participant's account an amount equal to five and one-half (5.5%) per cent of the participant's compensation.

(2) A participant may elect to contribute up to four and one half (4.5%) per cent of their compensation to their account. The City will make an additional contribution to the participant's account in an amount equal to the participant's contribution up to an additional four and one-half (4.5%) per cent of compensation.

(3) A participant may make contributions in excess of four and one-half (4.5%) per cent as permitted by the IRS Code, but the City will not match these additional contributions.

(4) Participants are one hundred (100%) percent vested in their contributions and shall be vested in the City contributions in accordance with the following schedule:

- (a) 50% upon completion of two (2) years of service
- (b) 60% upon completion of three (3) years of service
- (c) 70% upon completion of four (4) years of service
- (d) 80% upon completion of five (5) years of service
- (e) 90% upon completion of six (6) years of service
- (f) 100% upon completion of seven (7) years of service

25.2 Definition of Retirement. The definition of retirement, as it applies to this sick leave section only, shall mean any full time employee who:

Makes application for and begins receiving periodic withdrawals from the Act 345 Defined Contribution Plan within thirty (30) days of their termination of employment with the City of Big Rapids, or

Obtains age 55 with at least 15 years of service credit, age 50 with at least 25 years of service credit, or age 60 with at least 10 years of service credit regardless of whether they elected to begin immediately receiving withdrawals from the Defined Contribution Plan.

Retirement shall also apply to full-time employees who have made application for and have been certified by the U.S. Department of Health and Human Services, Social

Security Administration to receive normal retirement benefits within thirty (30) days of their termination of employment with the City of Big Rapids.

Section 25.3. Retiree 457 Savings Fund. In order to assist in the provision of retiree health insurance, a fund within the defined contribution pension plan has been created to allow employees to save for the cost of retiree health insurance. Participants in the defined contribution plan may elect to contribute up to three (3.00%) per cent of their compensation to their account within this fund. The City will make an additional contribution to the participant's account in an amount equal to one-third (1/3) of the participant's contribution up to an additional one (1.00%) per cent of compensation. Participants are one hundred (100%) per cent vested in their and the City's contributions. The employee may contribute more, but the City will not match these additional contributions.

TERM OF THIS AGREEMENT

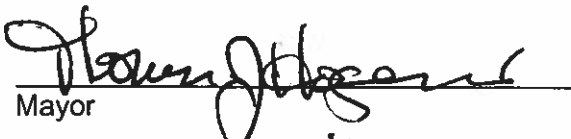
Section 26.1. Termination. This Agreement shall be effective as of January 1, 2021 and shall continue in full force and effect until midnight, December 31, 2023, and for successive annual periods thereafter unless, at least sixty (60) days prior to the end of its original term or of any annual period thereafter, either party shall serve upon the other written notice that it desires to terminate, modify, alter, re-negotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, re-negotiate or change, or any combination thereof, shall have the effect of terminating this Agreement in its entirety on the expiration date in the same manner as a notice of desire to terminate unless, before such date of termination, all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment. In the event of the notice above referred to, the parties shall begin to hold negotiation meetings no later than forty-five (45) days prior to the termination date.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____

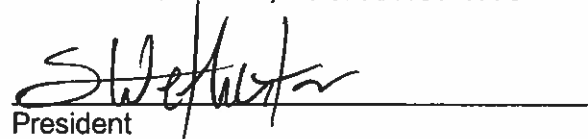
THE CITY OF BIG RAPIDS

INTERNATIONAL ASSOCIATION

OF FIREFIGHTERS, LOCAL NO. 1776



Mayor



President



City Manager



Vice President

APPENDIX "A"

CLASSIFICATION AND WAGE RATES

Effective the first pay period on or after the date(s) indicated below, the following wage rates will be in effect. In order to receive retroactive pay, the employee must be employed on the date that this Agreement is ratified by the City.

After January 1, 2021

<u>Classification</u>	<u>Start</u>	<u>After 6 Months</u>	<u>After 1 Year</u>	<u>After 2 Years</u>	<u>After 3 Years</u>
Firefighter	\$46,170	\$47,509	\$48,703	\$51,169	\$53,194
Captain					\$61,173

After January 1, 2022

<u>Classification</u>	<u>Start</u>	<u>After 6 Months</u>	<u>After 1 Year</u>	<u>After 2 Years</u>	<u>After 3 Years</u>
Firefighter	\$47,209	\$48,578	\$49,799	\$52,320	\$54,391
Captain					\$62,549

After January 1, 2023

<u>Classification</u>	<u>Start</u>	<u>After 6 Months</u>	<u>After 1 Year</u>	<u>After 2 Years</u>	<u>After 3 Years</u>
Firefighter	\$48,271	\$49,671	\$50,919	\$53,497	\$55,615
Captain					\$63,956

NOTE: (a) Each employee will go to the next salary step on the beginning of the payroll period next following their anniversary date.

