

Aug. 31, 1976

LABOR AND INDUSTRIAL
RELATIONS LIBRARY
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OCT 30 1974

WORK AGREEMENT

between

THE CITY OF MENOMINEE, MICHIGAN

and

LOCAL #604, AFFILIATED WITH THE INTERNATIONAL ASSOCIATION OF

FIRE FIGHTERS

INTRODUCTION

This agreement between the City of Menominee, hereinafter referred to as the "City", and Local #604, Affiliated with the International Association of Fire Fighters, herinafter referred to as the "Union", entered into this day of _____ 1974, shall remain in full force and effect until August 31, 1976.

ARTICLE I - RECOGNITION

Section 1. Pursuant to and in accordance with all provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize Local #604, as the exclusive representative for the purpose of collective bargaining in respect to wages, hours, and conditions of employment for the term of this Agreement, of all employees of the Fire Department, except Supervisors.

Recognizing Sections 9, 10, and 11 of P. A. 379 Michigan 1965; (17.455 (9) (10) and (11) MSA), declaring it lawful for public employees to join in labor organizations for the purpose of collective negotiations with their public employers through representatives of their own free choice; and declaring it unlawful for a public employer to discriminate in regard to hire terms or other conditions of employment in order to encourage or discourage membership in a labor organization; and declaring that representatives designated or selected for purposes of collective bargaining by the majority of the public employees in a unit appropriate for such purposes, shall be exclusive representatives of all the public employees in such unit for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment, the employer recognizes the representatives named in this agreement as the exclusive representatives of all of the public employees in such unit, whether or not said employees are members of any union; provided, however, that this agreement shall not apply to supervisors, nor probationary employees referred to in Article 4, Section 1 of this agreement.

Menominee, City of

City Hall
958 1st St.
Menominee, Mich.
49858

Section 2. The City has the right to hire, suspend or discharge for proper cause, or transfer, the right to relieve employees because of lack of work and to assign to positions within the confines of this Agreement.

ARTICLE II - UNION MANAGEMENT RELATIONS

Section 1. All collective bargaining with respect to wages, hours, working conditions and other conditions of employment shall be conducted by authorized representatives of the Union and authorized representatives of the City.

Section 2. Agreements reached between the parties of this Agreement shall become effective only when signed by the authorized representatives of the parties hereto.

ARTICLE III - CHECK OFF

Section 1. The City agrees to deduct from the paycheck of those employees who have signed an authorized payroll deduction card a sum certified by the Treasurer of Local #604, which are the Union's monthly dues. Deductions will be made from the payroll period at the beginning of each month and the total dues delivered to the Treasurer of the Union. Deductions from a man's pay will terminate upon his termination of employment.

ARTICLE IV - SENIORITY

Section 1. All newly hired employees shall be on probation for a period of six (6) months from the date of their employment, during which period such newly hired employees may be disciplined, or discharged.

Section 2. Continued employment beyond the probationary period above noted is hereby defined to be evidence of satisfactory completion of probation.

Section 3. Full-time regular employees is hereby defined as an employee hired to fill a full-time position in the Table of Organization.

Section 4. Part-time regular employee is hereby defined as an employee hired to fill a part-time regular position in the Table of Organization.

Section 5. Temporary Employee is hereby defined as an employee hired for a period not exceeding six (6) months and who shall be separated on or before the end of said period.

Section 6. All employees are required to submit to the prescribed Physical examination.

- Section 7. Seniority after continuous employment for six (6) months shall start from the original date of hire.
- Section 8. Employer will prepare seniority list, copies of the same will be posted in appropriate locations in the Departments, the same will be amended whenever a change takes place.
- Section 9. Any Fire Fighter desiring to protest their position on the seniority list shall file their protest in writing with the City Clerk within ten (10) days after the posting of said list.
- Section 10. The employer honors the seniority principle for all purposes and this principle shall govern in all cases of "Lay-Off" and "Re-Call".

Seniority shall be broken for the following reasons:

- A. If the employee quits.
- B. If the employee is discharged and the discharge is not reversed.
- C. If the employee fails to report for work within twenty-four (24) hours after notice to report was sent to his last known address and does not give a satisfactory reason for failure to report.

- Section 11. In case of new equipment put into use, the new equipment shall be assigned to the person whose equipment is replaced.
- Section 12. All employees shall be given an opportunity to bid on any opening before any new employee is hired.
- Section 13. Job seniority shall be on a departmental basis, New employees or employees transferring from one department to another shall go to the bottom of the seniority list in that department, but retain seniority from date of hire for all fringe benefits.
- Section 14. Promotions to a higher rank shall be based on a combination of seniority, testing and proficiency, so as to give consideration to time and service, but also, to ability to perform through experience and abilities demonstrated through testing.

ARTICLE V - GRIEVANCE PROCEDURE

- Section 1. A grievance of an employee or the Union shall be a claim either that a specified provision of this contract has been violated by the employer to their detriment or disadvantage, or that the employer has applied a specified provision of this contract erroneously, arbitrarily or unfairly, or that the employer has violated past practice of department rules.

Section 2. The determination of a grievance which affects other employees in a like manner shall be applied to such other employees in the same manner as the aggrieved employee. Grievance shall not be accepted after thirty (30) days of it's occurrence.

Section 3. A grievance may be filed by the Union on matters effecting its rights or privileges.

Section 4. The following procedure shall be used in the settlement of grievances;

Step 1. The aggrieved shall notify the Fire Chief that he is aggrieved and it shall be the responsibility of the Chief to call a Union Steward. The Union Steward will discuss the grievance orally with the Chief and every attempt will be made to settle the grievance at this step.

Step 2. If no agreement is reached in Step 1., within seven (7) calendar days, the Union may submit the grievance in writing to the Department Head stating the nature of the grievance. Within three (3) calendar days (excluding holidays and weekends) the Department head shall submit his position as to said grievance, in writing to the Union. The Department Head may hold a meeting with Union representatives during the three (3) days to discuss orally any matter pertaining to such grievance.

Step 3. The Union may submit the grievance in writing within seven (7) days to the Labor Relations Committee. Said grievance to be filed with the City Clerk. The Labor Relations Committee will hold meetings with representatives of the Union to discuss the grievance for the purpose of reaching an agreement. If no agreement is reached, the Labor Relations Committee shall, within seven (7) days of their receipt of such grievance, submit their reasons in writing to the Union.

Step 4. Either party to this agreement may submit to arbitration any unsettled grievance alleging a violation of this agreement. Notice of arbitration must be served within ten (10) days after the date the reasons in Step 3. of the grievance procedure as set out above. The notice of arbitration shall clearly state the issue in dispute and set forth any section of this agreement which have been violated.

Section 5. The Arbitration Board shall consist of one (1) representative of the Employer and one (1) representative of the

Union respectively chosen and they shall select one (1) impartial member to represent the public. Should the two (2) members already selected be unable to agree on the selection of the Chairman, the chairman shall be selected or appointed by the Michigan State Labor mediation Board, upon the request of either the Employer or the Union or both. Such action shall be permitted if no Chairman is selected at the expiration of a period of five (5) calendar days following their selection. The Board of Arbitration, after hearing both sides of the controversy, shall hand down their decision, in writing, within ten (10) days of their last meeting, to both parties to this Agreement and if approved by not less than two (2) members thereof, such decision shall be final and binding on both parties to this Agreement.

Section 6. The Board of Arbitration shall have no power to add or subtract from or modify any terms of the Agreement, nor shall they have the authority to establish or change any wage rate.

Section 7. The Employer and the Union shall each bear the expenses of its respective representatives and shall bear equally the expense of the arbiter.

ARTICLE VI - HOURS OF WORK

Section 1. In the case of the Fire Department, employees shall be required to work a fifty-six (56) hour week. The Platoons to work twenty-four (24) hours on duty and forty-eight hours (48) off duty.

Section 2. Overtime or extra hours of work shall be distributed as equally as possible among the employees, in their regular position, however, in case any emergency arises the employee who ordinarily performs such work may be called in.

Section 3. If an employee is unable to report for work at the scheduled time because of illness, he shall notify his superior before the time scheduled to report to work, but in no event later than the same day he was scheduled to report to work. When giving such notice the employee shall specify the reason for his inability to report for work and the probable length of his absence. Failure to report for work for a period of two (2) successive days without proper notice to the employer shall be cause for immediate discharge.

ARTICLE VII - SICK LEAVES

- Section 1. The City of Menominee allows to each full time regular fire-fighter, leaves of absence on account of sickness as follows: Five days for each year of service after the first year of service. One day per month, after the fourth year of service.
- Section 2. Members of the Fire Department shall accumulate sick leave to (75) working days.
- Section 3. Such sick leave time shall be allowed with full pay for his classification pay for each employee for the following reasons only:
- A. Personal illness of the employee.
 - B. Illness or death in the immediate family, including mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother and grandfather of such employee, reasonably requiring the leave of absence of such employee.
 - C. Quarantining of the employee, and if the employee is quarantined in his home, because of quarantine affecting other members of his home then such leave shall apply, provided such quarantine shall have been imposed by the proper health authorities.
- Section 5. In the event any employee is injured while employed by others than the City, no such sick leave shall be allowed.
- Section 6. Any individual employee who wilfully violates or otherwise misuses this policy affecting sick leave or who misrepresents any statement or condition as required hereunder will forfeit all accumulations above mentioned and any further rights under this sick leave policy for one year.
- Section 7. Before any sick leave of absence be allowed, the application therefore shall be certified as allowed by heads of departments; and when such application affects heads of departments such application shall be certified by the Health Officer of the City or the physician attending such Fire Fighter.
- Section 8. Such sick leave shall be applied entirely separate and distinct from any vacations and shall not accumulate for any vacation purpose.

Section 9. Upon retirement members of the Fire Department shall be paid 25% of unused sick leave at 60% of their current day rate.

ARTICLE VIII - LEAVE OF ABSENCE

Section 1. Any employee who is ill and whose claim of illness is supported by satisfactory written evidence shall be granted a sick leave of absence and shall accumulate seniority.

Section 2. Any employee desiring a leave of absence shall apply, to the Fire Chief; and if practical thirty (30) days will be granted without loss of seniority. All leaves of absence shall be in writing, signed by the Fire Chief. In the event the leave of absence is refused, the matter may then be taken up through the grievance procedure.

ARTICLE IX - VACATIONS

Section 1. (a) For the year beginning September 1, 1974:
The Vacation schedule shall be as follows:

1 - 3 Years Service	3 Working Days
4 -14 Years Service	6 Working Days
15 -24 Years Service	9 Working Days
25 - Years and over	10 Working Days

(b) For the year beginning September 1, 1975:
The Vacation schedule shall be as follows:

1 - 3 Years Service	3 Working Days
4 - 7 Years Service	6 Working Days
8 -15 Years Service	8 Working Days
16 - Years and over	10 Working Days.

Section 2. Preference in the selection of vacation shall be governed by seniority.

Section 3. Should a holiday fall within a vacation period, the Fire Fighter shall be granted his regular holiday pay rate.

Section 4. All employees are expected to take their vacation in the current year but in the event an employee cannot be spared to take a vacation, the employer may extend the vacation period or compensate the employee accordingly.

ARTICLE X - PAID HOLIDAYS

Section 1. Employees of the Fire Department shall be paid on seven (7) holidays extra compensation at the rate of sixty-eight (68) percent of their individual current day rate.

ARTICLE XI - INSURANCE

- Section 1. HOSPITALIZATION: The Employer will pay the Employee's full family share of Michigan Hospital - Michigan Medical Service with Master Medical Coverage Option IV for all full-time employees, to cover cost of semi-private, for three hundred sixty-five (365) days per year.
- Section 2. The employer agrees to furnish at no cost to the employee, a term life policy in the amount of \$2,000.00, covering the employee only.

ARTICLE XII - EQUIPMENT FURNISHED BY EMPLOYER

- Section 1. The Employer will furnish employees of the Fire Department with the following equipment for use in the Department: Water-proof coats, Helmets, Spanner Belts, Boots, Bunker Pants, Rubber Mittens and pay \$900.00 per year to the "Uniform Fund" for distribution of \$50.00 per Fire Fighter at the beginning of each fiscal year. The Chief shall be custodian of such fund and purchases will be made by the Chief, together with the Employees Committee.

ARTICLE XIII - WAGES

- Section 1. Wages Shall be as detailed in attached Schedule "A".
- Section 2. (a) Cost of living adjustment shall be made on the basis of changes in the Index quarterly on the second pay period following the release of the cost of living index in January, April, July and October during the life of this agreement.
- (b) For each 0.5% index defference, each fire fighter, including the Fire Chief, shall receive a wage adjustment of one cent (1¢) per hour, after deducting ten cents from the computed increase because of the increase in the cost of living during the first year of the contract. In the second year of the contract, there shall be no subtraction from the computed increase.
- (c) The total amount due and paid during the first year of the contract as a result of the increase in the cost of living shall be added to the salary at the end of the first year for computing the eight (8%) percent increase for the second year.
- Section 3. (a) For the purpose of establishing an hourly rate of wages for "call time", "overtime" and "continuous service time", all hourly rates will be based on a forty (40) hour week; weekly salary divided by forty (40) hours.
- (b) Any employee having completed his days work and recalled to work will be paid two (2) hours call pay at his regular classification rate of pay (hourly rate) plus his regular classification rate at time and one-half for all hours worked.

- Section 3. (c) Any Fire Fighter having been notified twelve (12) hours in advance to work a full twenty-four (24) hour shift (full tour of duty) will be paid time and one-half based on paragraph (A).
- (d) If an employee is held over after his regular twenty-four (24) hour tour of duty, he will be paid time and one-half for all hours worked.
- (e) Any regular employee required to work in a classification with a higher rate of pay than his regular classification for a twenty-four (24) hour shift, shall be compensated at the rate of pay for the higher classification whenever he performs such work.
- (f) There will be payment of time and one-half for attending schools, meetings, and training at the City's request, over and above the normal working hours. However, if an individual is sent to school in lieu of working a normal shift, or normal work week, then the pay will be on the normal straight time basis.

ARTICLE XIV - LONGEVITY

- Section 1. The City will pay longevity benefits of Seven Dollars and Fifty Cents (\$7.50) per year to all full-time regular employees after the fifth year of service. Longevity pay will be paid by separate check on the first Friday of December.

ARTICLE XV - WORKING RULES

The working rules to apply in connection with this Agreement shall be as detailed in attached Schedule "B" entitled "Working Rules".

ARTICLE XVI - AGENCY SHOP

- Section 1. Any permanent employee who is not a member of the Association and who does not make application for membership shall, as a condition of employment, pay to the Association a monthly service charge in an amount equal to the monthly dues and assessments uniformly applied to the members, as a contribution towards the administration of this agreement on the thirty-first (31) day following the effective date of this agreement, or on the thirty-first (31) day following the beginning of their employment, whichever occurs first, thereby indicate that they no longer desire employment with the City and will henceforth be separated from the City's service.

ARTICLE XVII - GENERAL PROVISIONS

- Section 1. Any employee entering the Army, Navy, Air Force, or Marine Corps on active duty shall upon his return from such service be entitled to re-instatement in his job with pay equal or better than when he left. He shall suffer no loss of seniority for periods of compulsory military duty or for periods of military reserve training.
- Section 2. All transfers between Police and Fire Departments shall be governed in accordance with regulations listed on Pages 281 and 282 of City Council Proceedings, Liber "X".
- Section 3. The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, or color and that such persons shall receive the full protection of the provisions of this Agreement.
- Section 4. The City agrees to permit Union representatives to enter the premises at any time for individual discussion of working conditions with employees, providing care is exercised by such representatives that they do not interfere with the performance of duties assigned to the Employees.
- Section 5. Notice of retirement must be given two (2) working weeks prior to actual date of leaving the Department, over and above any accrued vacation time.
- Section 6. Should a dispute arise in which the issue is not specifically covered by this Agreement, the parties shall negotiate on the basis of the cooperative spirit of this Agreement. The Union and the City consider themselves mutually responsible to improve the public service through creation of improved employee morals and efficiency.
- Section 7. Should any provision of this Agreement be found to be in violation of any Federal or State Law by a court of Competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE XVIII - TERMS OF AGREEMENT

Section 1. This Agreement shall remain in effect from September 1st, 1974 and remain in full force and effect until August 31st 1976 and shall automatically be renewed under the same terms and conditions for agreed periods thereafter, unless sixty (60) days prior to April 1st of the year of termination either party shall give the other written notice of its desire to change its provisions or terminate this Agreement. When either party requests such meeting a meeting shall be held within two (2) weeks after such request is made.

Section 2. This Agreement is complete in writing and shall not be amended, changed, altered or modified except by an instrument in writing, duly signed by the parties hereto.

LOCAL NO. 604, AFFILIATED WITH
THE INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS

PRESIDENT

MAYOR

Secretary

City Clerk

SCHEDULE "A"

TABLE OF ORGANIZATION AND WAGE RATES

<u>FIRE DEPARTMENT</u>	<u>EFFECTIVE SEPTEMBER 1, 1974</u>
<u>POSITION</u>	<u>RATE PER WEEK</u>
Captain - 0 to 6 months	\$ 161.06
- After 6 months	170.74
Lieutenant- 0 to 6 months	157.71
- After 6 months	162.70
Mechanic - 0 to 6 months	152.31
- After 6 months	157.30
Pipeman - 0 to 6 months	134.11
- After 6 months	142.33
- After 1 Year	147.31

All employees to be compensated time and one-half for actual Sunday work, excluding sick leave and vacation periods.

WAGES EFFECTIVE SEPTEMBER 1, 1975

The wage rates effective September 1, 1975 shall be the rates as shown for various positions for September 1, 1974, increased by the amount paid during 1974-75 as cost of living, increased by eight (8%) percent.

WAGES EFFECTIVE SEPTEMBER 1, 1976

The wage base for negotiations for the period beginning September 1, 1976 shall be the wage rate effective September 1, 1975 plus the cost of living increase for the period of September 1, 1975 to August 31, 1976.

SCHEDULE "B"

WORKING RULES

In connection with the WORK AGREEMENT, the following rules shall apply:

- RULE 1. To make false or misleading statements when applying for leave of absence and/or sick leave. DISCHARGE.
- RULE 2. To give or take a bribe of any nature as an inducement to attain work or retain a position. DISCHARGE.
- RULE 3. Having intoxicants in your possession while at work or consuming intoxicants during working hours or in department quarters at any time. FIRST OFFENSE, DISCHARGE.
- RULE 4. To wilfully damage any Employer's property or the property of other employees or to unlawfully take or steal either from the employees or the Employer. FIRST OFFENSE - DISCHARGE.
- RULE 5. Reporting for work under the influence of liquor, FIRST OFFENSE, ONE WEEK'S SUSPENSION; SECOND OFFENSE, DISCHARGE.
- RULE 6. To allow any person or persons other than employees to ride on any type of equipment used for conveying materials. FIRST OFFENSE, THREE DAYS' SUSPENSION; SECOND OFFENSE, DISCHARGE.
- RULE 7. To smoke in prohibited areas. FIRST OFFENSE, ONE WEEK'S SUSPENSION; SECOND OFFENSE, DISCHARGE.
- RULE 8. To fail to wear the necessary protective equipment such as goggles, helmets, rubber gloves, etc. as furnished by the Employer for certain operations. FIRST OFFENSE, THREE DAYS SUSPENSION; SECOND OFFENSE, DISCHARGE.
- RULE 9. To neglect the duties involved in the employees particular assignment, or conduct unbecoming an employee of the City. FIRST OFFENSE, ONE DAY'S SUSPENSION; SECOND OFFENSE, THREE DAYS' SUSPENSION; THIRD OFFENSE, DISCHARGE.

- RULE 10. No game of skill or chance shall be played in any Department quarters for any monetary consideration, FIRST OFFENSE, WARNING; SECOND OFFENSE, THREE DAYS SUSPENSION; THIRD OFFENSE, DISCHARGE.
- RULE 11. To be grossly or habitually careless or reckless, play tricks, jokes or any other pranks on other employees, disregarding the safety and comfort of fellow workers or violate established safety rules. SERIOUS VIOLATION, DISCHARGE; MINOR CASES, FIRST OFFENSE WARNING; SECOND OFFENSE, THREE DAYS SUSPENSION; THIRD OFFENSE, DISCHARGE.
- RULE 12. To attempt to operate equipment without the authority of the Captain or Chief. FIRST OFFENSE, WARNING; SECOND OFFENSE, THREE DAYS SUSPENSION; THIRD OFFENSE, DISCHARGE.
- RULE 13. To remove machine guards or safety devices, except as directed by the Captain or Chief. FIRST OFFENSE, ONE DAY SUSPENSION; SECOND OFFENSE, THREE DAYS SUSPENSION; THIRD OFFENSE, DISCHARGE.
- RULE 14. To fail to report to the Captain or Chief immediately, any injury, no matter how slight. FIRST OFFENSE, WARNING; SECOND OFFENSE, THREE DAYS SUSPENSION; THIRD OFFENSE, DISCHARGE.
- RULE 15. To wear clothing or jewelry which might result in injury by becoming engaged with the machinery or equipment. FIRST OFFENSE, WARNING; SECOND OFFENSE, THREE DAYS SUSPENSION; THIRD OFFENSE, DISCHARGE.
- RULE 16. Any act of insubordination or disrespect to Captain or Chief. FIRST OFFENSE, ONE WEEK'S SUSPENSION; SECOND OFFENSE, DISCHARGE.

Any employee disciplined for the violation or infraction of these working rules shall be given written notice by the Chief.

The Employer reserves the right to make and publish rules that are not inconsistent with the terms of this Agreement.