

6/2/86 ARB

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MICHIGAN EMPLOYMENT RELATIONS COMMISSION  
ACT 312 ARBITRATION

CITY OF CADILLAC

-and-

No. G85 K-1070

INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS, LOCAL #704

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STIPULATED AWARD

Panel: Elaine Frost, Chair  
Jack R. Clary, Employer Delegate  
Randall D. Fielstra, Union Delegate

Michigan State University  
LABOR AND INDUSTRIAL  
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INTRODUCTION

After unsuccessful efforts to negotiate and then to mediate a successor bargaining contract between the City of Cadillac and Local #704, International Association of Fire Fighters, the Association filed a petition on January 17, 1986 for arbitration under Act 312, Public Acts of 1969, as amended, with the Michigan Employment Relations Commission. The Commission appointed Elaine Frost as Chair on or about March 1, 1986. A pre-hearing conference was conducted in Grand Rapids, Michigan, on March 31, 1986. The hearing was thereafter scheduled, for June 2, 1986, in Cadillac, Michigan at the City Hall. The parties convened at that time and entered into the Stipulated Award, set forth below.

Cadillac, City of

STIPULATED AWARD UNDER 312

The parties agree that the following shall constitute a Stipulated Award under Act 312:

1. Retain the terms and conditions of the expired collective bargaining agreement except as they are modified by this Stipulation.
2. Adopt attached "A," Stipulation regarding changed contract provisions §§1.19, 2.2, 11.1, 12.1, 12.2, 12.3, 14.3, 18.2, (Delete 18.3), 20.7, 20.16, 22.1 and 24.1.

STATE OF MICHIGAN  
EMPLOYMENT RELATIONS COMMISSION

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3. Effective as soon as it can be administratively implemented, increase term life insurance to \$15,000. Amend §15.2 accordingly.

4. Effective July 1, 1986, food allowance shall be increased to:

7/1/86 -- \$16.00 per day

7/1/87 -- \$17.00 per day

5. Effective the first pay period on or after July 1, 1986, the Employer will assume the full cost of the Employee's Pension. Modify §15.1 accordingly.

6. Effective July 1, 1987, improve dental program from 50/50 to 75/25 on class 1 and 2 benefits. Modify §15.4 accordingly.

7. Effective July 1, 1986, adopt 212 hours - 28 day tour of duty. Delete §§1.14, 1.17, 9.2(a). Add the following in lieu of §9.2(a):

9(a). Time and one-half the employee's regular rate shall be paid for all hours worked in excess of 212 hours within the 28 day tour of duty.

8. Effective June 7, 1986, increase wage rates by five (5%) percent.

9. Effective the first pay period on or after the dates indicated, increase wage rates as follows:

7/1/86 -- four (4%) percent

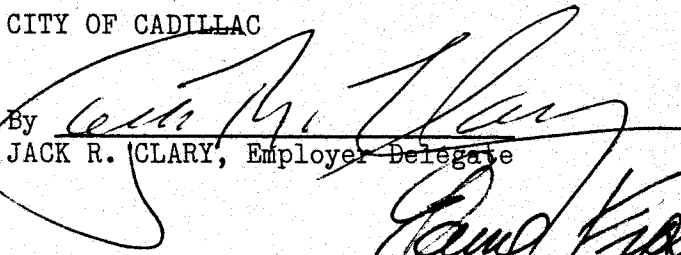
7/1/87 -- four (4%) percent

10. The term of the contract shall be from June 2, 1986 and terminate June 30th, at midnight, 1988.

11. As soon as it can be administratively implemented, all employees on the payroll as of June 2, 1986 shall receive a sum of money equal to five (5%) percent of their existing base rate.

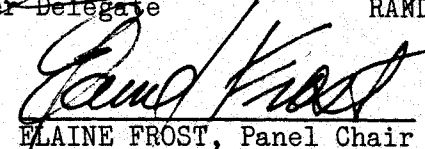
CITY OF CADILLAC

LOCAL #704, I.A.T.F.

By   
JACK R. CLARY, Employer Delegate

By   
RANDALL D. FIELSTRA, Union Delegate

June 2, 1986

  
ELAINE FROST, Panel Chair

ACT 312 ARBITRATION  
ELAINE FROST  
Chairperson

IAFF, Local 704,

Petitioner,

MERC G85 K-1070

v

STIPULATION

CITY OF CADILLAC,

Employer,

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I.A.F.F., Local 704, petitioner, and the City of Cadillac, hereby stipulate that the following provisions shall be incorporated in the panel's award and shall be included in the parties collective bargaining agreement for the term beginning July 1, 1985 and terminating at midnight June 30, 1988.

Section 1.19 Gender. The use of a specific pronoun referring to gender has no particular significance, as it is intended to apply equally to males and females.

Section 2.2 Right to Join Union. Full time employees shall have the right to join the Union, to engage in lawful concerted activities for the purpose of collective negotiations of bargaining or other mutual aid and protection, to express or communicate any view, grievance, complaint or opinion related to the conditions of compensation of public employment or their betterment, all free from any and all restraint, interference, coercion, discrimination or reprisal.

Section 11.1 Sick Leave on the Job. If an employee becomes sick or injured while on duty and must leave for the remainder of

the scheduled tour of duty, a sick leave day, or portion thereof, will be charged accordingly. When injuries and sickness are attributed to the job and where the employee will receive Worker's Compensation, compensation shall be made as described in Section 11.2 and 11.3. If a period of time lapses before an employee is covered by Worker's Compensation, as required by State or Federal Law, compensation shall be made by the City from the time of injury or sickness to the date Worker's Compensation becomes effective. However, the employee shall be charged sick days according to pay received during that period.

Section 12.1 Funeral Leave. If a death occurs among an employee's immediate family, such employee will be granted one (1) duty day funeral leave, not to be charged against the employee's sick leave or vacation, or no loss in annual salary or benefits, provided the employee attends the funeral. Proof of attendance, such as a memorial card, program from the funeral, etc., may be required by the Chief. Such leave will be extended to two (2) duty days if the employee must travel more than four hundred (400) miles round trip to attend the funeral. Definition of "immediate family" shall be an employee's father, mother, brother, sister, husband, wife, child, step-child, parent-in-law, step-parent, brother or sister-in-law, grandparent or grandparent by marriage. In those unusual situations where an employee is the only relative of the deceased available to make funeral or other family arrangements resulting from the death, upon request to and upon approval by the Chief, one (1) additional funeral day with pay shall be given.

Section 12.2 Personal Leave Time. Employees may take 24 hours personal leave off per year, upon timely application to and approval by the Chief, to attend to medical, dental or other personal family problems involving members of their immediate family (father, mother, brother, sister, husband, wife, child, step-child, parent-in-law, step-parent, brother or sister-in-law, grandparent or grandparent by marriage). Personal leave shall be taken in increments of not less than 8 hours. Personal leave in excess of 24 hours is subject to later confirmation by the City Manager after approval by the Chief. All personal leave taken shall be charged against regular sick leave.

Section 12.3 Emergency Time Off. Emergency time off shall be allowed, upon approval by the Chief or the officer-in-charge, for an employee to be absent from duty for emergency reasons. Such time shall be charged on an hourly basis against the employee's sick time in accordance with Section 12.2.

Section 14.3 Sale of Vacation Time. Upon voluntary termination of employment, the employee will be paid unused vacation time not to exceed ten (10) days. Such vacation time will be pro-rated from anniversary date.

Section 18.2 Uniforms. The City shall furnish uniforms for all employees as needed to maintain a neat and uniform Department. The City will provide to each employee a clothing allowance in the amount of one hundred and fifty dollars (\$150) per year, which may, if not used, be banked to a maximum of three hundred dollars (\$300).

Delete Section 18.3 Work Uniform.

Section 19.1 Safety. The City shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. An employee, before starting his next shift, shall make out an accident report in writing on forms furnished by the City and shall turn in all available names and addresses of witnesses to any accident. Failure to comply with this provision shall subject such employee to disciplinary action by the City. It is the duty of the employee and he shall immediately or at the end of his shift report all defects of equipment to the City.

Section 20.7 Copies of Agreement. The City shall provide a copy of this Agreement to the Union for its files and one (1) copy to each member of the Union at City expense within ninety (90) days of the signing of this Agreement.

Section 20.16 Training Time/Costs. The City agrees to pay for all books, study materials and tuition expenses for courses relating to firefighting duties provided that approval of the Training Officer is obtained in advance of registration. The City and the Association agree to mutually work together to provide opportunity for employee training. To the extent that it is reasonably practicable, the City will pay for relief personnel so that approved training can be completed. Employees agree to attend training on their own time and to trade schedules if possible to minimize the necessity for relief personnel. The

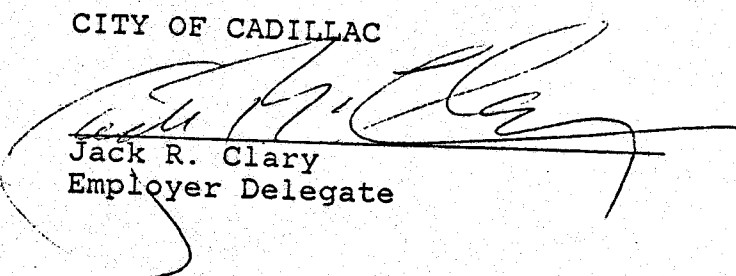
training budget shall be administered by the Training Committee who shall consist of the City Manager, Fire Chief and Training Officer, who shall be an Union member. The Training Committee shall meet as often as necessary to provide training.

Section 22.1 Civil Service Reopener. This Agreement shall be reopened for negotiations in regards to all aspects of Act 78 should the Act be revoked by referendum during the term of this Agreement.

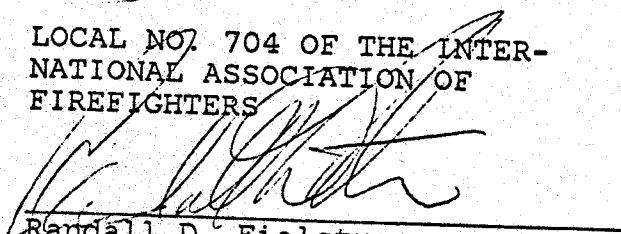
Section 24.1 Residency. All employees of the Cadillac Fire Department hired after January 1, 1979 shall maintain their residence within the corporate boundaries of the City of Cadillac. All employees of the Cadillac Fire Department hired on or before January 1, 1979 shall maintain their place of residence with the following boundaries: The City of Cadillac, North: Wexford County Road No. 30, West: Wexford County Road No. 33, South: Wexford County Road No. 48, East: Wexford County Road No. 49.

Date: June 2, 1986

CITY OF CADILLAC

  
Jack R. Clary  
Employer Delegate

LOCAL NO. 704 OF THE INTER-  
NATIONAL ASSOCIATION OF  
FIREFIGHTERS

  
Randall D. Fielstra  
Union Delegate