

June 30, 1975

WORK AGREEMENT

BETWEEN

THE CITY OF IRON MOUNTAIN

AND

IRON MOUNTAIN CITY FIRE DEPARTMENT

LOCAL #554, IAFF, AFL-CIO

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

INTRODUCTION

THIS AGREEMENT, MADE AND CONCLUDED THIS 1ST DAY OF JULY, 1972, BY AND BETWEEN THE CITY OF IRON MOUNTAIN, A MUNICIPAL CORPORATION OF THE STATE OF MICHIGAN, HEREINAFTER CALLED THE "EMPLOYER", PARTY OF THE FIRST PART, AND "THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL #554 OF IRON MOUNTAIN, MICHIGAN AFL-CIO, HEREINAFTER CALLED THE "UNION", PARTY OF THE SECOND PART.

WITNESSETH:

WHEREAS, THE PARTIES HERETO HAVE REACHED AN AGREEMENT FOR THE PURPOSE OF FACILITATING THE PEACEFUL ADJUSTMENT OF DIFFERENCES THAT MAY ARRIVE FROM TIME TO TIME AND PROMOTING HARMONY AND EFFICIENCY TO THE END THAT THE PARTIES HERETO MAY MUTUALLY BENEFIT, THE PARTIES HERETO CONVENANT AND AGREE AS FOLLOWS:

John C. O'Donnell, Mayor
Iron Mountain, Michigan

Iron Mountain

ARTICLE I-RECOGNITION

SECTION 1. SUBJECT TO THE FEDERAL LAWS AND THE LAWS OF THE STATE OF MICHIGAN, THE EMPLOYER RECOGNIZES THE UNION AS THE SOLE AND EXCLUSIVE BARGAINING AGENT FOR ALL THE FIRE DEPARTMENT EMPLOYEES, EXCEPT THE CHIEF, WITH RESPECT TO WAGES, RATES OF PAY, HOURS AND OTHER CONDITIONS OF EMPLOYMENT. EXCEPT WHERE COVERED BY STATE LAWS AND THE CITY CHARTER.

SECTION 2. ALL EMPLOYEES, WHO, ON THE DATE OF THIS AGREEMENT, ARE MEMBERS OF THE UNION IN GOOD STANDING IN ACCORDANCE WITH ITS BY-LAWS AND CONSTITUTION AND ALL EMPLOYEES WHO BECOME MEMBERS AFTER THAT DATE, SHALL, AS A CONDITION OF THEIR EMPLOYMENT, MAINTAIN THEIR MEMBERSHIP IN GOOD STANDING OR PAY ADMINISTRATION FEES IN THE EXACT AMOUNT OF THE UNION DUES DURING THE TERM OF THIS AGREEMENT.

SECTION 3. THE EMPLOYER RECOGNIZES AND WILL NOT DIRECTLY OR INDIRECTLY INTERFERE WITH THE RIGHTS OF THE EMPLOYEES, TO BE MEMBERS OF THE UNION AND WILL NOT DISCRIMINATE AGAINST EMPLOYEES ON ACCOUNT OF MEMBERSHIP OR ACTIVITY IN THE UNION.

SECTION 4. THE EMPLOYER, WHERE SO AUTHORIZED BY A SIGNED STATEMENT BY THE EMPLOYEE, WILL DEDUCT ON THE FIRST PAYDAY OF EACH MONTH THE MONTHLY DUES, ASSESSMENTS OR INITIATION FEES IN AMOUNTS DESIGNATED TO THEM BY THE UNION.

SECTION 5. THERE SHALL BE NO UNILATERAL CHARGES DURING THE TENURE OF THIS CONTRACT.

ARTICLE II-REPRESENTATION AND GRIEVANCE PROCEDURE

SECTION 1. FOR THE PURPOSE OF EFFECTIVELY REPRESENTING THE EMPLOYEES COMING WITHIN THE JURISDICTION OF THE UNION AND THIS AGREEMENT, THE UNION SHALL SELECT GRIEVANCE COMMITTEEMEN AS OUTLINED BELOW. THE NAMES OF THE GRIEVANCE COMMITTEEMEN SHALL BE FURNISHED TO THE EMPLOYER BY THE UNION AND THE EMPLOYER AGREES TO RECOGNIZE AND DEAL WITH THESE REPRESENTATIVES OF THE UNION IN SETTLING GRIEVANCES AND IN BARGAINING UNDER THIS AGREEMENT.

SECTION 2. GRIEVANCE PROCEDURE FOR THE UNION:

FIRST--BY THE EMPLOYEE(S) AND COMMITTEEMEN WITH THE LIEUTENANT AND CHIEF,
SECOND--BY THE COMMITTEE AND POLICE AND FIRE COMMISSION,
THIRD--BY THE COMMITTEE AND CITY COUNCIL,
FOURTH--IF NO AGREEMENT IS REACHED BY THE ABOVE STEPS, DISPUTE SHALL BE SUBMITTED TO THE STATE LABOR RELATIONS COMMISSION.

SECTION 3. IT IS AGREED THAT A REPRESENTATIVE OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS AND A REPRESENTATIVE OF THE MICHIGAN STATE FIRE FIGHTERS ASSOCIATION, MAY TAKE PART IN THE GRIEVANCE PROCEDURE AT ANY STEP. THE EMPLOYER AND THE UNION AGREE TO MEET PROMPTLY AND DISPOSE OF GRIEVANCES. ALL MEETINGS IN "SECOND" ABOVE SHALL BE HELD WITHIN (48) HOURS AFTER NOTICE TO THE EMPLOYER. ALL MEETINGS IN "THIRD" ABOVE SHALL BE HELD ON THE NEXT REGULAR CITY COUNCIL MEETING. EXCEPTION TO TIME LIMIT ABOVE WILL BE MADE ONLY BY MUTUAL CONSENT OF THE PARTIES.

SECTION 4. EMPLOYEES OR COMMITTEE MEN ATTENDING ALL GRIEVANCE AND BARGAINING MEETINGS SHALL NOT BE PAID EXTRA FOR EXTRA NOR LOSE TIME WHILE AT SUCH MEETINGS. FILL IN MAN FROM THE UNION SHALL WORK FOR THE MAN WHO WOULD ORDINARILY BE WORKING WITHOUT COMPENSATION.

ARTICLE IV-HOURS AND WORKING CONDITIONS

SECTION 1. WORK WEEK. A WORK WEEK OF FIFTY-SIX (56) HOURS AVERAGE SHALL BE IN EFFECT. EMPLOYEES WILL WORK THE THREE (3) PLATOON SYSTEM. WORKING HOURS SHALL BE BASED ON A TWENTY-FOUR (24) HOUR DUTY TOUR. THE WORK DAY SHALL BEGIN AT 7:30 A. M. AND END TWENTY FOUR (24) HOURS LATER. EMPLOYEES REPORTING LATE FOR WORK SHALL BE DOCKED, ACCORDING TO THE RULES AND REGULATIONS OF THE POLICE AND FIRE COMMISSION.

ACT 125 OF THE MICHIGAN PUBLIC ACTS OF 1925, AS AMENDED, REGULATING DEFINING TERMS, SHALL PREVAIL.

SECTION 2. OVERTIME.

A. EMPLOYEES SHALL BE PAID OVERTIME FOR ANY HOURS OVER 122 REGULAR SHIFTS. THIS TIME WILL BE COMPUTED AT THE END OF EACH YEAR. IF LESS THAN 122 SHIFTS ARE WORKED, EMPLOYEES SHALL NOT BE FORCED TO WORK MORE THAN A 56 HOUR AVERAGE TO MAKE UP THE DEFICIT.

B. WHEN A EMPLOYEE IS CALLED IN FOR WORK FOR OTHER THAN HIS OWN REGULAR SHIFT, HE SHALL BE PAID AT THE RATE OF ONE AND ONE-HALF ($1\frac{1}{2}$) TIMES THE WAGES FOR THE POSITION HE FILLS

OR NOT LESS THAN THE RATE OF ONE AND ONE-HALF ($1\frac{1}{2}$) TIMES THE POSITION HE PRESENTLY HOEDS.

C. WHEN AN EMPLOYEE IS CALLED TO REPORT FOR WORK, HE SHALL BE PAID ONE AND ONE-HALF ($1\frac{1}{2}$) TIMES HIS RATE FOR A MINIMUM PAY TIME OF THREE (3) HOURS.

D. OVERTIME SHALL BE DIVIDED BY THE CHIEF AS EQUALLY AS POSSIBLE AMONG THE AVAILABLE, QUALIFIED EMPLOYEES.

E. TIME AND ONE-HALF SHALL BE PAID FOR CALL-BACK/ OUT FOR FIRES, BASED ON A 40 HOUR WEEK BASIS.

F. STRAIGHT TIME SHALL BE PAID FOR TRAINING ON OTHER THAN THE NORMAL SHIFT.

SECTION 3. EMPLOYEES TEMPORARILY TRANSFERRED TO A HIGHER POSITION SHALL RECEIVE THE HIGHER RATE, AND AN EMPLOYEE TRANSFERRED TEMPORARILY TO A LOWER RATE POSITION SHALL RETAIN HIS REGULAR RATE OF PAY.

SECTION 4. PAY DAY WILL BE EVERY FRIDAY.

SECTION 5. LONGEVITY PAYMENTS SHALL BE MADE ON DECEMBER 1ST OF EACH YEAR DETERMINED BY THE LENGTH OF SERVICE AS OF THE PREVIOUS JUNE 30TH. THEY SHALL BE IN THE AMOUNT OF 1% FOR EACH THREE (3) YEARS OF COMPLETED SERVICE UP TO A MAXIMUM OF 8%.

ARTICLE V-WAGE RATE AND CLASSIFICATION

SECTION 1. WAGES YEARLY:

POSITION:	<u>1972-73</u>	<u>1973-74</u>	<u>1974-75</u>
LIEUTENANT	\$ 7,844.89	\$ 8,260.89	\$ 8,676.89
ENGINEER	7,581.56	7,997.56	8,413.56
ENGINE OPERATOR	7,518.26	7,934.26	8,350.26
PIPEMAN	7,454.96	7,870.96	8,286.96

A LINEMAN WILL RECEIVE \$2.00 PER HOUR MORE WHILE SERVING IN THIS CAPACITY.

SECTION 2. PROBATIONARY EMPLOYEES SHALL BE PAID TWENTY-DOLLARS (\$20.00) PER MONTH LOWER THAN THE LOWEST PAID EMPLOYEE.

ARTICLE VI-INSURANCE

SECTION 1. THE CITY WILL PAY FOR COVERAGE OF MICHIGAN BLUE CROSS-BLUE SHIELD, MEDICAL PLAN FOR ALL EMPLOYEES AND THEIR DEPENDANTS, WIFE AND CHILDREN UNDER 18 YEARS, ACCORDING TO BLUE CROSS REGULATIONS. FULL PAYMENT \$2,000.00 LIFE INSURANCE WILL BE PAID PER FIRE FIGHTER.

SECTION 2. THE CITY WILL PAY THE FULL COST OF FULL COVERAGE OF MICHIGAN BLUE CROSS-BLUE SHIELD FOR ALL EMPLOYEES RETIRED IN ACCORDANCE WITH THE APPROPRIATE SECTION PUBLIC ACT 345 OF 1937 - FIRE DEPARTMENT.

ARTICLE VII-RETIREMENT

SECTION 1. THE EMPLOYEES WILL BE COVERED UNDER ACT 345 OF MICHIGAN PUBLIC ACTS OF 1937 AS AMENDED, OR HEREAFTER, AMENDED, KNOWN AS THE POLICE AND FIREMEN PENSION SYSTEM.

ARTICLE VIII-ANNUAL LEAVE

SECTION 1. THE FOLLOWING SCHEDULE WILL BE USED IN GRANTING PAID VACATIONS TO EMPLOYEES ON A SENIORITY BASIS, ANYTIME BETWEEN JANUARY 1 AND DECEMBER 31; THEREAFTER, VACATIONS SHALL BE CHOSEN BEFORE JANUARY 15TH AND SHALL BE COMPLETED BY DEC-

BER 31. FIRST YEAR BASED ON PRO-RATED TIME EARNING PRIOR
DECEMBER 31.

AFTER COMPLETION OF:

1 YEAR SERVICE	2 WORKING DAYS
2 " "	5 " "
6 " "	6 " "
10 " "	9 " "
15 " "	11 " "
20 " "	13 " "
25 " "	14 " "
30 " "	16 " "

VACATION DAYS FOR EACH CALENDAR YEAR WILL BE BASED ON
THE YEARS, MONTHS, AND HOURS OF SERVICE ACCUMULATED THROUGH
DECEMBER 31 OF THE PREVIOUS CALENDAR YEAR.

SECTION 2. NO MORE THAN TWO (2) MEMBERS OF THE FIRE
DEPARTMENT MAY TAKE VACATIONS AT ANY ONE TIME THROUGHOUT
THE YEAR, PROVIDING THERE IS NO MORE THAN ONE MAN ON VACA-
TION FROM THE SAME SHIFT.

SECTION 3. AN EMPLOYEE CALLED BACK FROM VACATION WILL
RECEIVE CREDIT FOR HIS VACATION TIME NOT USED. IN EVENT THE
EMPLOYEE CANNOT FIND SUITABLE DATE FOR THE REMAINDER OF VACA-
TION TIME CREDITED HIM UNDER THESE CIRCUMSTANCES, HE WILL BE
PAID FOR SUCH TIME REMAINING.

SECTION 4. IN EVENT OF A MEMBER GETTING SICK WHILE ON VACATION, HE WILL AUTOMATICALLY GO ON SICK LEAVE AND BE CREDITED FOR VACATION TIME IN ACCORDANCE WITH SECTION 3, PROVIDING HE HAS A DOCTOR'S CERTIFICATE SIGNED BY HIS DOCTOR.

SECTION 5. NO LIMIT MAY BE PLACED ON THE NUMBER OF VACATION DAYS TAKEN AT ONE TIME, PROVIDING A MINIMUM OF ONE SHIFT IS TAKEN.

ARTICLE IX-LEAVE TIME

SECTION 1. EACH EMPLOYEE WILL BE GRANTED SICK LEAVE AT THE RATE OF (21) CALENDAR DAYS PER YEAR. (RATIO - - 7/5, 56/40). EACH EMPLOYEE SHALL BE CREDITED WITH AN ADDITIONAL THREE (3) DAYS PER CALENDAR YEAR. ANY PORTION OF THESE THREE (3) DAYS NOT USED SHALL BE CREDITED TOWARDS HIS TOTAL ACCUMULATIONS OF UNUSED SICK LEAVE ON JANUARY 1 OF EACH YEAR. EACH EMPLOYEE SHALL BE ENTITLED TO UNLIMITED ACCUMULATION OF UNUSED SICK LEAVE DAYS.

SECTION 2. ALL CLAIMS FOR SICK LEAVE BEYOND ONE FULL WORKING DAY SHALL BE SUPPORTED BY A SIGNATURE OF THE EMPLOYEE'S DOCTOR SUBSTANTIATING HIS CLAIM ON AN APPROPRIATE FORM PROVIDED BY THE CITY, AND MUST BE PRESENTED TO THE CITY NO LATER THAN THREE (3) DAYS AFTER THE EMPLOYEE'S RETURN TO WORK. AN EMPLOYEE MAY HAVE THREE (3) ONE (1) DAY ABSENCES PER YEAR WITHOUT DOCTOR'S CERTIFICATE.

SECTION 3. AT THE TIME OF HIS LEGAL RETIREMENT OR DEATH UNDER THE PROVISIONS OF THE MUNICIPAL EMPLOYEE'S RETIREMENT SYSTEM, PUBLIC ACT 135, OR CITY OF IRON MOUNTAIN POLICE AND FIREMEN PENSION FUND, AN EMPLOYEE WILL BE PAID THIRTY (30%) PER CENT OF HIS FIRST 168 DAYS OR ANY PORTION THEREOF ACCUMULATED UNUSED SICK LEAVE DAYS.

SECTION 4. EACH EMPLOYEE ON A 56 HOUR A WEEK WORK SCHEDULE SHALL BE GRANTED FUNERAL LEAVE OF THIRTY-SIX (36) WORKING HOURS AT HIS PREVAILING WAGE, NOT TO BE USED THE DAY AFTER THE FUNERAL, WHEN DEATH OCCURS IN THE IMMEDIATE FAMILY.

A. THE IMMEDIATE FAMILY SHALL BE UNDERSTOOD TO MEAN HUSBAND, WIFE, PARENTS, BOTH GRANDPARENTS, SISTERS, BROTHERS, CHILDREN, PARENTS-IN-LAW, GRANDCHILDREN, BROTHER/SISTER-IN-LAW, AND SONS/DAUGHTERS-IN-LAW.

B. TRAVEL TIME BEYOND THE WISCONSIN-MICHIGAN AREA IN CONNECTION WITH THIS SECTION SHALL BE HONORED ON THE FUNERAL DIRECTOR'S STATIONERY. TIME ALLOWED SHALL BE TRANSPORTATION SCHEDULE TIME FROM ORIGIN TO DESTINATION.

SECTION 5. ANY EMPLOYEE CALLED ON JURY DUTY SHALL BE COMPENSATED BY THE EMPLOYER FOR ANY DIFFERENCE BETWEEN THE EMPLOYEE'S RATE OF PAY AND THE JURY PAY FOR A REGULAR DUTY WORK DAY.

SECTION 6. ANY EMPLOYEE WHO IS ABSENT WITHOUT NOTIFYING THE CHIEF OF HIS ABSENCE, OR THE OFFICER IN CHARGE, FOR A PERIOD OF (3) CALENDAR DAYS SHALL BE DEEMED AS HAVING RESIGNED

FROM THE DEPARTMENT.

SECTION 7. A FULL TIME EMPLOYEE MAY BE GRANTED A LEAVE OF ABSENCE WITHOUT PAY BY THE CITY COUNCIL FOR A PERIOD OF (60) DAYS AND MAY BE GRANTED ONE RENEWAL OF LIKE DURATION.

A. BY REASON OF PHYSICAL DISABILITY

B. BECAUSE OF REASONS SUFFICIENT IN THE OPINION OF THE CITY COUNCIL

C. AN EMPLOYEE ON LEAVE OF ABSENCE WILL BE REQUIRED TO PAY HIS OWN BLUE CROSS AND HOSPITALIZATION UNDER THE CITY GROUP PLAN.

SECTION 8. AN EMPLOYEE WHO IS INJURED IN THE COURSE OF HIS EMPLOYMENT AND AS A RESULT THEREOF IS RECEIVING WORKMEN'S COMPENSATION, SHALL BE CHARGED ONE-THIRD (1/3) OF A WEEK SICK LEAVE FOR EACH FULL WEEK THAT HE IS ABSENT FROM WORK AS A RESULT OF THIS COMPENSABLE INJURY TO THE MAXIMUM EXTENT OF HIS ACCUMULATED SICK LEAVE.

SECTION 9. SEVERE PENALTIES WILL RESULT AGAINST ANY EMPLOYEE WHO FALSIFIES A SICK LEAVE OR FUNERAL LEAVE REPORT, AND IF SUCH PRACTICE WERE TO BECOME PREVALENT IT COULD RESULT IN THE CANCELLATION OF ANY SICK LEAVE THE MAN HAS AT THE TIME OF HIS FALSIFICATION OR THE FALSIFICATION AS TO HIS INABILITY TO PERFORM WORK.

ARTICLE X-HOLIDAYS

SECTION 1. THE FOLLOWING HOLIDAYS SHALL BE PAID HOLIDAYS FOR ALL EMPLOYEES: JANUARY 1ST, GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING, AND DECEMBER 25TH.

SECTION 2. EMPLOYEES SHALL RECEIVE A HOLIDAY ALLOWANCE OF TWELVE (12) HOURS PAY FOR EACH OF THE HOLIDAYS IF NO WORK IS PERFORMED THEREON. HOURS WORKED ON A HOLIDAY SHALL BE COMPENSATED AT THE RATE OF ONE-HALF ($\frac{1}{2}$) TIME IN ADDITION TO THE HOLIDAY ALLOWANCE.

ARTICLE XI-MISCELLANEOUS

SECTION 1. ALL NECESSARY EQUIPMENT, CLOTHING AND ARTICLES NEEDED FOR THE EXPRESS PURPOSE OF CARRYING OUT THE EMPLOYEE'S DUTIES SHALL BE FURNISHED BY THE EMPLOYER AND APPROVED BY THE POLICE AND FIRE COMMISSION.

SECTION 2. SUMMER, WINTER, AND ONE WORK UNIFORM (PANTS AND SHIRTS-FATIGUE STYLE) SHALL BE FURNISHED TO ALL EMPLOYEES AT THE FIRST OF EACH YEAR TO WEAR WHILE WORKING AND COMING TO AND FROM THEIR PLACE OF EMPLOYMENT. IF AT SUCH TIME DURING THE YEAR THE UNIFORM BECOMES UNSERVICEABLE, IT SHOULD BE TURNED IN AND REPLACED UPON SURVEY.

SECTION 3. ANY AND ALL UNIFORMS, AND ARTICLES OF CLOTHING REQUIRED BY THE EMPLOYER SHALL BE FURNISHED BY THE EMPLOYER.

THESE UNIFORMS SHALL BECOME THE PROPERTY OF THE EMPLOYEE AND SHALL BE MAINTAINED IN A NORMAL MANNER. (THIS IS IN REFERENCE TO WASH AND WEAR MATERIALS.)

SECTION 4. ALL CLOTHING AND ARTICLES OF CLOTHING ISSUED FOR THE PURPOSE OF FIREFIGHTING SHALL REMAIN THE PROPERTY OF THE EMPLOYER AND SHALL BE MAINTAINED IN USABLE ORDER BY THE EMPLOYER.

SECTION 5. IN THE EVENT THAT ANY PROVISION OF THE AGREEMENT SHALL BE IN CONFLICT WITH ANY PROVISION OF FEDERAL OR STATE LAW OR CITY CHARTER, NOR OR HEREINAFTER INACTED, SUCH PROVISIONS SHALL NOT REMAIN VALID OR BINDING ON THE PARTIES HERETO, BUT THE REMAINING PORTIONS OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

SECTION 6. CHANGING OF SHIFTS BY FIREMEN WILL BE ALLOWED PROVIDING THE EFFICIENCY OF THE DEPARTMENT IS NOT JEOPARDIZED AND THERE IS NO COST TO THE CITY. A WRITTEN REQUEST SHALL BE MADE BY THE INDIVIDUAL ON A FORM, STATING REASONS FOR THE SWITCH. (PERSONAL REASONS SHALL BE APPLIED FOR AS PERSONAL REASONS.)

THE REQUEST IN TURN MUST BE:

- A. A. APPROVED BY HIS IMMEDIATE SUPERVISOR
- B. APPROVED BY THE SUPERVISOR OF THE INDIVIDUAL WITH WHOM HE IS SWITCHING
- C. APPROVED BY THE FIRE CHIEF

IF THERE IS A DISAPPROVAL MADE, REASONS FOR DISAPPROVAL SHALL BE MADE IN WRITING ON THE REQUEST FORM AND RETURNED TO THE INDIVIDUAL REQUESTING THE SWITCH. A DENIAL FROM THE FIRE CHIEF MUST BE RECEIVED BY THE APPLICANT TEN (10) DAYS PRIOR TO THE REQUESTED DATE OF SHIFT CHANGE. COPIES OF ALL DENIALS MUST BE SENT TO THE POLICE AND FIRE COMMISSION. AN APPEAL OF DIS-

APPROVED REQUEST CAN BE MADE TO THE POLICE AND FIRE COMMISSION,
SO LONG AS THE APPEAL GOES THROUGH THE PROPER CHAIN OF COMMAND.

SECTION 7. RESIDENTIAL REQUIREMENT: ALL EMPLOYEES MUST
BE RESIDENTS OF THE CITY OF IRON MOUNTAIN AND REMAIN RESIDENTS
OF THE CITY OF IRON MOUNTAIN.

SECTION 8. THE RULES AND REGULATIONS AS ADOPTED SHALL APPLY
TO EMPLOYEES OF THE FIRE DEPARTMENT.

SECTION 9. THIS CONTRACT CONTAINS THE ENTIRE WORKING AGREE-
MENT BETWEEN THE CONTRACTING PARTIES HERETO.

SECTION 10. THE CITY OF IRON MOUNTAIN RESERVES THE RIGHT
TO MANAGE.

ARTICLE XII-TENTURE

SECTION 1. THIS AGREEMENT SHALL BE EFFECTIVE FROM 12:01 A. M.
JULY 1, 1972, AND REMAIN IN FULL FORCE AND EFFECT UNTIL 12:00 MID-
NIGHT, JUNE 30, 1975, AND SHALL AUTOMATICALLY REMAIN UNDER THE
SAME TERMS AND CONDITIONS UNTIL THE NEXT CONTRACT IS SIGNED.

SECTION 2. NEGOTIATIONS FOR A NEW CONTRACT SHALL BEGIN
NOT LESS THAN ONE HUNDRED FIFTY (150) DAYS BEFORE EXPIRATION
OF PRESENT CONTRACT.

IN WITNESS WHEREOF, EACH OF THE PARTIES HAS CAUSED THIS
AGREEMENT TO BE SIGNED BY ITS DULY AUTHORIZED REPRESENTATIVES
AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

INTERNATIONAL ASSOC. OF FIRE-
FIGHTERS, AFL-CIO, LOCAL #554
IRON MOUNTAIN, MICHIGAN

William R. Rocheland
PRESIDENT

Richard Baker
MEMBER OF BARGAINING COMMITTEE

FOR THE CITY OF IRON MOUNTAIN,
MICHIGAN

W. W. Russell
MAYOR

Edna J. Rossi
CITY CLERK

December 3, 1973

GENERAL RULES

1. FIRE TRUCKS AND FIREFIGHTING EQUIPMENT SHALL BE KEPT IN READY CONDITION AT ALL TIMES.
2. GAMBLING ON THE PREMISES OF THE DEPARTMENT IS PROHIBITED.
3. THE UNIFORM OF THE DAY WILL BE AT THE DISCRETIONS OF THE CHIEF.
4. SCALE MONEY SHALL BE COLLECTED UNDER THE SUPERVISION OF THE LIEUTENANT OR CHIEF, AND SHALL BE TURNED IN TO THE CHIEF BY THE LIEUTENANT.
5. BEFORE A RESIGNING MEMBER MAY RECEIVE HIS SEVERANCE PAY, HE MUST SURRENDER ALL DEPARTMENTAL PROPERTY IN HIS POSSESSION.
6. NO MEMBER OF THE DEPARTMENT SHALL ENTER A TAVERN IN UNIFORM, EXCEPT ON DUTY, AND WHILE ON DUTY SHALL NOT INDULGE IN INTOXICATING BEVERAGES.
7. NO ONE CONNECTED WITH THE DEPARTMENT SHALL AT ANY TIME TAKE ANYTHING FROM A BURNING BUILDING, EXCEPT IN THE PERFORMANCE OF DUTY OR BY PERMISSION OF THE COMMANDING OFFICER, AND ALL SUCH THINGS TAKEN MUST BE REPORTED TO THE CHIEF IMMEDIATELY, AND TO THE OFFICER IN CHARGE.
8. ANY MEMBER OF THE DEPARTMENT MEETING WITH THE POLICE AND FIRE COMMISSION OR WITH THE COUNCIL, WILL DO SO IN FULL DRESS UNIFORM.
9. AT NO TIME WILL ANYONE BE REFUSED THE RIGHT TO BE HEARD AND MEET WITH THE POLICE AND FIRE COMMISSION SO LONG AS THEY GO THROUGH THE PROPER CHAIN OF COMMAND.
10. THE PROPER CHAIN OF COMMAND SHALL BE:

FIREMAN
LIEUTENANT
FIRE CHIEF
POLICE AND FIRE COMMISSION
COMMON COUNCIL
11. ANY MEMBER WHO WILL HAVE TO MEET WITH THE POLICE AND FIRE COMMISSION OR WITH THE CHIEF FOR DISCIPLINARY REASONS, WILL BE ACCOMPANIED BY THEIR IMMEDIATE SUPERVISOR. MEMBERS MAY HAVE THE PRIVILEGE OF HAVING THE UNION REPRESENTATIVE WITH HIM AT SUCH HEARINGS OR MEETINGS.

12. TEE SHIRTS, JACKETS, ETC. OTHER THAN PRESCRIBED UNIFORM WILL NOT BE WORN OUTSIDE OF THE BUILDING. ONLY PRESCRIBED UNIFORM WILL BE WORN DURING THE NORMAL BUSINESS DAY.
13. THERE WILL BE NO SITTING ON OR IN FRONT OF OR LEANING AGAINST THE FIRE APPARATUS. NO CHAIRS WILL BE PERMITTED ON APPARATUS FLOOR.
14. AS SOON AS FIRE FIGHTERS EQUIPMENT HAS BEEN SECURED, AFTER A FIRE, IT SHALL BE MANDATORY THAT A DEBRIEFING SHALL BE HELD WITH THE FIREMEN ON DUTY. IT SHALL BE THE RESPONSIBILITY OF THE OFFICER IN CHARGE OF THE FIRE TO CONDUCT THE DEBRIEFING. DEBRIEFING OF FIRES WILL BE DONE ON THE FOLLOWING TOUR OF DUTY ON ANY FIRES OCCURING AFTER 8 P.M.
15. THERE MUST BE TWO MEN ON THE FLOOR BETWEEN THE HOURS OF 8 A.M. AND 9 P.M. AFTER 5 P.M. MEMBERS MAY BE ALLOWED TO USE THE UPSTAIRS DORM FOR READING PURPOSES. BEDS WILL NOT BE USED UNTIL 9 P.M. UPSTAIRS, AND 9:30 P.M. DOWNSTAIRS.
16. ALL RULES WITHIN SHALL NOT BE CHANGED WITHOUT THE APPROVAL OF THE BOARD OF POLICE AND FIRE COMMISSIONERS AND LOCAL #554.
17. ALL ORDERS SHALL BE ISSUED IN TRIPLICATE BY THE POLICE AND FIRE COMMISSION:
 - A. COPY TO FIRE CHIEF
 - B. COPY TO UNION PRESIDENT
 - C. COPY TO BE PLACED ON FILE
18. THE FIRE CHIEF AND THE LIEUTENANTS SHALL MEET ONCE A MONTH AT THE DISCRETION OF THE FIRE CHIEF WITH NO LESS THAN 5 WORK DAY NOTICE TO THE LIEUTENANTS. PURPOSE OF SUCH MEETINGS SHALL BE SENT TO DISCUSS THE PROBLEM AREAS. A WRITTEN REPORT SHALL BE SENT TO THE POLICE AND FIRE COMMISSION WITHIN 3 WORKING DAYS.
19. THE LIEUTENANTS ON EACH SHIFT SHALL BE THE SAFETY OFFICER OF THE SHIFT. THE LIEUTENANTS SHALL BE RESPONSIBLE THAT A SAFETY PROGRAM BE HELD AT A MINIMUM OF ONCE A MONTH SO TO ASSURE THAT THE ENTIRE FIRE DEPARTMENT HAS A HIGH STATE OF PROFICIENCY AND PROFESSIONALISM. ALL EQUIPMENT NECESSARY TO CONDUCT A SAFETY PROGRAM I.E. MOVIE PROJECTOR, SCREEN, VISUAL AIDS, ETC. SHALL BE MADE AVAILABLE. A COPY OF THE FIRE SAFETY MEETING SHALL BE GIVEN TO THE POLICE AND FIRE COMMISSION WITHIN 6 DAYS.

20. A RIGID TRAINING PROGRAM WILL BE INITIATED IMMEDIATELY TO MAINTAIN A HIGH STATE OF READINESS. THE FIRE CHIEF SHALL BE RESPONSIBLE FOR SUCH A TRAINING PROGRAM.
21. THE FIREMAN WHO IS ON WATCH SHALL BE PERMITTED OUTSIDE OF THE HOLE, BUT NO FURTHER THAN ONE TELEPHONE RING AWAY FROM THE PHONE FROM 5 P.M. TILL 8 A.M. AND ALL DAY SATURDAY, SUNDAY AND LEGAL HOLIDAYS.
22. ANY INDIVIDUAL FIREMAN WHO IS ON WATCH WILL BE PERMITTED TO USE A COT OUTSIDE THE HOLE AFTER 9:30 P.M.
23. THE LIEUTENANTS SHALL BE RESPONSIBLE FOR THE BEHAVIOR OF THEIR RESPECTIVE SHIFTS.
24. LIEUTENANTS SHALL BE KNOWN AS EXECUTIVE OFFICERS.
25. OFFICERS SHALL BE JUST, DIGNIFIED AND FIRM IN THEIR DEALINGS WITH THE MEN.
26. ALL OFFICERS AND MEN WILL AVOID VIOLENT AND ABUSIVE LANGUAGE WHILE ON DUTY.
27. WHENEVER THERE IS DOUBT AS TO THE MEETING OF A STATION DUTY, APPLICATION SHALL BE MADE BY THE LIEUTENANTS TO THE FIRE CHIEF THAN POLICE AND FIRE COMMISSION, FOR INTERPRETATION.
28. ALL MEMBERS SHALL REMAIN ON FIRE DEPARTMENT PREMISES AT ALL TIMES, UNLESS PERMISSION HAS BEEN OBTAINED FROM THE OFFICER IN CHARGE, AND/OR CHIEF, TO DO OTHERWISE, AND ONLY TO CARRY OUT FIREMEN'S DUTIES--NOT PERSONAL BUSINESS WITH DIFFERENT OFFICES OR OTHERS.
29. ANY MEMBER CALLING IN SICK SHALL NOTIFY THE CHIEF.
30. THE GROOMING CODE FOR THE IRON MOUNTAIN FIRE DEPARTMENT SHALL BE AS FOLLOWS:
 1. MEMBERS SHALL NOT WEAR BEARDS OF ANY TYPE, INCLUDING GOATEES.
 2. MUSTACHES SHALL NOT EXTEND BELOW OR BEYOND THE CORNERS OF THE LIPS NOR DROOP DOWN OVER THE UPPER LIP LINE.
 3. MUSTACHES SHALL NOT BE EXCESSIVELY BUSHY. (NEATLY TRIMMED MUSTACHES ARE PERMISSABLE.)
 4. SIDEBURNS SHALL NOT EXTEND BELOW THE EAR LOBES.
 5. HAIR SHALL BE UNIFORMLY TAPERED AT THE TEMPLES AND ON THE SIDE AND BACK OF THE HEAD SO AS NOT TO INTERFERE WITH THE PROPER PLACEMENT OF UNIFORM CAP, FIRE HELMET OR MASKS.

6. HAIR SHALL NOT BE PERMITTED TO GROW OVER THE EARS.
 7. ALL MEMBERS SHALL BE CLEANLY SHAVEN WHEN REPORTING FOR DUTY.
31. RULES AND REGULATIONS MAY BE OPENED UP FOR NEGOTIATION AT ANY TIME, PROVIDING BOTH PARTIES AGREE.

GENERAL WORKING CONDITIONS

1. THE MEMBERS SHALL BE AUTHORIZED WALL SPACE; THE SPACE SHALL BE IN THE WORKING AREA AND BE FOR THE EXPRESS PURPOSE OF A BULLETIN BOARD. THE SPACE AUTHORIZED SHALL NOT EXCEED 3 x 5 FT. IN DIMENSION. THE MEMBERS WILL BE RESPONSIBLE FOR PURCHASE AND MAINTENANCE OF SAID BOARD.
2. A TELEPHONE SHALL BE MAINTAINED BY THE CITY IN THE FIRE FOR THE PERSONAL BUSINESS OF ITS MEMBERS.
3. ANY PROPOSED CHANGE IN THE 56 HOUR WORK WEEK SCHEDULE FOR THE FIREMEN WILL BE PRECEDED BY A 30 DAY NOTICE.
4. THE UNIFORM OF THE DAY WILL BE WORN DURING THE NORMAL BUSINESS DUTY DAY, EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS. THE NORMAL BUSINESS DUTY DAY WILL BE FROM 8 A.M. TO 5 P.M., MONDAY THROUGH FRIDAY. THE DRESS UNIFORM WILL BE WORN TO AND FROM WORK AND WHILE OUTSIDE THE BUILDING.
5. MEMBERS WILL BE ALLOWED OUTSIDE THE BUILDING PROVIDING ENTRANCES AND SIDEWALKS ARE NOT OBSTRUCTED.
6. CARDS AND GAMES AND OTHER FORMS OF ENTERTAINMENT SHALL NOT BE PLAYED OUTSIDE THE RECREATIONAL AREA DURING THE NORMAL BUSINESS DUTY DAY.
7. NO MEALS SHALL BE EATEN DOWNSTAIRS DURING A NORMAL BUSINESS DUTY DAY.
8. FIREMEN MAY PURCHASE THEIR OWN FURNITURE FOR THEIR OWN CONVENIENCE AND COMFORT, PROVIDING IT IS PRESENTABLE. THE FIREMEN WILL BE RESPONSIBLE FOR MAINTAINING AND UPKEEPING THIS FURNITURE. THERE WILL BE NO COUCHES. IF A PIECE OF FURNITURE BECOMES UNPRESENTABLE, IT SHALL BE THE RESPONSIBILITY OF THE CHIEF TO INFORM THE LIEUTENANT ON THE SHIFT TO GET RID OF IT. THERE WILL BE NO SLOUCHING IN THE CHAIRS, AND NO FEET UP ON THE TABLES OR ON OTHER FURNITURE UNLESS SO DESIGNED (I.E. RECLINERS).

9. BEDS WILL BE MADE PRIOR TO 8 A.M. EVERY DAY, EXCEPT ON MONDAYS.
10. ALL MEN MUST BE DOWNSTAIRS BY 7:15 A.M. NO WORK OF THE DUTY SHIFT SHALL BE LEFT OVER FOR THE ONCOMING SHIFT.
11. WATCH WILL BE MAINTAINED IN THE FIRE HALL DURING TWENTY-FOUR HOURS OF EACH DAY AS PRESCRIBED BY THE CHIEF.
12. DAY AND NIGHT SHALL BE DIVIDED INTO WATCHES BY THE LIEUTENANT AND HE SHALL ALSO DESIGNATE THE MEN WHO SHALL STAND EACH WATCH.
13. THE MAN ON WATCH SHALL RECEIVE AND REPORT ALL POLICE AND RADIO CALLS COMING IN ON THE POLICE TELEPHONE EXTENSION AND RADIO IN THE FIRE HALL. ALL TELEPHONE AND RADIO CALLS MUST BE LOGGED AND SIGNED.
14. THE CHIEF SHALL HAVE THE RIGHT TO RECALL MEMBERS FROM LEAVE OR OFF-DUTY DAYS IF, IN HIS OPINION, AN EMERGENCY EXISTS WHICH MAKES THIS ACTION DESIRABLE ACCORDING TO THE STATE LAW.
15. IT IS THE RESPONSIBILITY OF THE LIEUTENANT TO REPORT TO THE CHIEF OR COMMANDING OFFICER ANY VIOLATION OF THE RULES.
16. IT IS THE RESPONSIBILITY OF THE LIEUTENANT TO REPORT ANY WRECKLESS OPERATION OF THE APPARATUS AS TO ENDANGER THE LIFE OR LIMB OF ANY PERSON OR THE SAFETY OF THE APPARATUS OR ANY OTHER PROPERTY.
17. IT SHALL BE THE DUTY OF THE LIEUTENANT TO PERFORM IN A COMPETENT MANNER THE DUTIES FOR WHICH HE IS RESPONSIBLE.
18. IT SHALL BE THE DUTY OF THE LIEUTENANT TO REPORT ANY TARDINESS, NEGLIGENCE OF DUTY, INTOXICATION, DISORDERLY CONDUCT ON DUTY.
19. IT SHALL BE THE DUTY OF THE LIEUTENANT TO ASSURE NO MALICIOUS REPORT ABOUT A MEMBER OF THE DEPARTMENT BE MADE.
20. IT SHALL BE THE RESPONSIBILITY OF THE LIEUTENANT, AS SAFETY OFFICER, TO BE SURE THAT ALL HIS MEN ARE HOLDERS OF A VALID RED CROSS FIRST AID CARD.

INTERNATIONAL ASSOC. OF FIRE-
FIGHTERS, AFL-CIO, LOCAL #554
IRON MOUNTAIN, MICHIGAN

PRESIDENT

MEMBER OF BARGAINING COMMITTEE

FOR THE CITY OF IRON MOUNTAIN,
MICHIGAN 49801

MAYOR

CITY CLERK