

June 30, 1974

COLLECTIVE BARGAINING AGREEMENT

This Agreement entered into the first day of July, 1973, effective July 1, 1973, between the City of Ironwood, Michigan, a municipal corporation, hereinafter called the City, and Local No. 550 of the International Association of Fire Fighters, also known as Michigan State Fire Fighters Association, AFL-CIO, hereinafter called the Union.

WITNESSETH: That the parties hereto, in consideration of the mutual covenants and agreements hereinafter contained, do hereby agree as follows:

ARTICLE I, Purpose and Definitions

Section 1. Purpose

The parties hereto have entered into this Agreement pursuant to the authority of Act 336 of the Public Acts of 1965, as amended, to incorporate understandings previously reached and other matters into a formal contract; to promote harmonious relations between the City and the Union, in the best interests of the community; to improve the public fire fighting service; and to provide an orderly and equitable means of resolving future differences between the parties.

Section 2. Definitions

"City" shall include the elected or appointed representatives of the City of Ironwood, Michigan. "Union" shall include the officers or representatives of the Union. Whenever the singular number is used, it shall include the plural.

ARTICLE II, Coverage

This Agreement shall be applicable as to all employees of the Fire Department of the City, except the Chief thereof.

ARTICLE III, Recognition

The City recognizes the Union as the sole and exclusive bargaining representative of the employees of the Fire Department.

ARTICLE IV, Dues Deduction

The City shall deduct, as dues, from the pay of each employee from whom it receives an authorization to do so, the required amount for the payment of union dues, fees and assessments. The total deductions shall be paid to the Secretary each month.

ARTICLE V, Union Activities

Section 1, General

Employees and their union representatives shall have the right to join the Union, to engage in lawful concerted activities for the purposes of collective negotiation or bargaining or other mutual aid and protection, to express or communicate any view, grievance, complaint or opinion related to the conditions or compensation of public employment or their betterment, all free from any and all restraint, interference, coercion, discrimination, or reprisal.

*Int'l. Assn. of Fire Fighters
AFL-CIO Local 550
Ironwood Fire Dept.
Ironwood, Mich. 49938*

Ironwood

Section 2, Bulletin Boards

The Union shall be permitted to post notices of union activities upon the employees' bulletin boards.

Section 3, Meetings

The Union may schedule meetings on Fire Department property, insofar as such meetings are not disruptive of the duties of the employees or the efficient operation of the Department.

ARTICLE VI, Overtime

When an employee is called in to fight a fire, he will be paid at the rate of 2.1 times his regular (56 hour week) hourly rate with a 2-hour minimum. When an employee is called to replace another employee who is on sick leave, he will be paid at the rate of 1½ times his regular hourly rate. For fire calls on a Sunday, or holiday, as defined in Article VII of this contract, the employee will be paid for a minimum of 3 hours at 2.1 times his regular hourly rate.

ARTICLE VI (A), Cost of Living Adjustment

Cost of living adjustment shall be made using the June 30, 1973 release of the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index, based on 1957-1959.

- (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 April, July, October and January during the life of this Agreement.
- (b) For each 0.4% index difference, each hourly employee shall receive a wage adjustment of one cent (1¢) per hour which will be paid on the first payday in November, February, May and August in the amount of \$5.20 for each 0.4%.
- (c) Effective July 1, 1973, the June 30, 1973 release will be used as the base for computing the cost of living payment.

ARTICLE VII, Holidays

The following holidays shall be given compensatory time off for: New Years Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas.

ARTICLE VIII, Hours of Duty

Section 1, Hours

The hours of duty shall be so established by the Fire Department that the average weekly hours of duty in any year, other than hours during which such members may be summoned and kept on duty because of a conflagration or major emergencies, shall not exceed 56 hours. The shift to start at 7:00 A.M., expiring at 7:00 A.M. the following morning.

Section 2, Trading of Days

Subject to department manpower requirements, employees shall be permitted to

trade work or leave days, subject to approval of the Chief.

Section 3, Work Schedule

The work schedule of employees shall be, as prescribed by Act 125, Public Acts of 1925, as amended by Act 115, Public Acts of 1965.

ARTICLE IX, Vacations

Employees shall be eligible for annual vacations with pay on the following basis:

- One (1) year of service - ten (10) working days of the shift.
- Fifteen (15) years of service - fifteen (15) working days of the shift.
- Twenty (20) years of service - twenty (20) working days of the shift.
- Twenty-five (25) years of service - twenty-one (21) working days of the shift.
- Twenty-six (26) years of service - twenty-two (22) working days of the shift.
- Twenty-seven (27) years of service - twenty-three (23) working days of the shift.
- Twenty-eight (28) years of service - twenty-four (24) working days of the shift.
- Twenty-nine or longer years of service - twenty-five (25) working days of the shift.

ARTICLE X, Seniority

Seniority and its applications shall be governed by the provisions of Act 78, Public Acts of 1935.

ARTICLE XI, Sick Leave

Twelve (12) working days of the shift sick leave per year shall be allowed each fireman after one year's service, to accumulate to two hundred (200) working days of the shift. Sick leave to be used only in the event of sickness or bona fide emergency such as serious illness in employee's immediate family.

ARTICLE XI (A), Severance Pay

The City will make a severance payment of \$100.00 for ten (10) years of service; \$200.00 for twenty (20) years of service, and \$10.00 per year for each year of service thereafter to any employee who retires under any of the provisions of the existing retirement plan. In addition, the City will also pay \$4.00 per day for each day of unused sick leave.

ARTICLE XII, Insurance

The City shall provide full paid Michigan Blue Cross and Blue Shield hospitalization at no cost to the employee for the employee and family.

ARTICLE XIII, Uniforms

Section 1. The City shall furnish to all regularly employed firemen one complete firemen's dress uniform when reasonable need for replacement has been established.

Section 2. The City shall furnish one new set of fatigues each year.

Section 3. The City shall furnish turnout equipment including coats, helmets, boots, oxygen masks, winter mitts, and all other safety equipment which shall be worn or required by the men on duty.

Section 4. The City shall pay to have dress uniforms dry-cleaned.

ARTICLE XIV, Maintenance of Conditions

Section 1. Maintenance of Conditions

Wages, hours and conditions of employment in effect at the execution of this agreement shall be maintained during the term of this agreement. No employee shall suffer a reduction in benefits as a consequence of this agreement.

Section 2. Unilateral Changes Prohibited

The City shall make no unilateral changes in wages, hours and conditions of employment during the term of this agreement, either contrary to the provisions of this agreement or otherwise.

Section 3. Relation to Regulations, Etc.

Management Responsibilities. Nothing in this agreement shall be construed as delegating to others the authority conferred by law on any city official, or to in any way abridge or reduce such authority, but this agreement shall be construed as requiring said city officials to follow the procedures and policies prescribed herein, to the extent they are applicable, in the exercise of the authority conferred upon them by law.

ARTICLE XV, Strike Prohibition

The Union will not engage in, or sanction, strike action, slow down or any actions of withholding labor, during the life of this agreement.

ARTICLE XVI, Grievance Procedure

Any employee's grievance shall first be submitted in writing to the Grievance Committee of the Union for its solution; whereupon if the grievance committee determines such grievance to be of sufficient importance to warrant any action thereon, then the said grievance committee will present such grievance to the Union to be there acted upon by vote of its members at a special or a regular meeting of the Union; whereupon, if the Union as a body determines said grievance to be of such importance to warrant any action thereon, then said Union will present such grievance in writing to the City Manager for solution; and if the same cannot be amicably adjusted with the City Manager, the matter shall be submitted to the Civil Service Commission and hearing duly held thereon at a special meeting, upon written notice to the Civil Service Commission members, the Union, the employee involved, and the City Manager. The grievance procedures shall be handled according to civil service law and as provided in this agreement and shall be supplementary or cumulative to, rather than exclusive of, any procedures or remedies afforded to any employee by law.

ARTICLE XVII, Wage Schedule

Base Salary, exclusive of Longevity

	<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Years</u>
Chief	\$8,902.00	\$9,152.00		
Captain	7,430.00	7,596.00		
Fire Fighter	6,681.00	6,820.00	6,960.00	7,129.00

This is equivalent to an hourly rate based on a 56-hour week of the following hourly rates rounded to the nearest penny.

	<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Years</u>
Chief	4.28	4.40	(based on 40-hour week)	
Captain	2.55	2.61		
Fire Fighter	2.30	2.35	2.39	2.45

Section 2, Longevity Compensation

Longevity shall be compensated in accordance with the following schedule:

- 2% of base salary after 10 years of continuous service.
- 4% of base salary after 15 years of continuous service.
- 6% of base salary after 20 years of continuous service.

ARTICLE XVIII, General

Section 1. Separability

This agreement is subject to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the City, the Union and the employees in the bargaining unit, and in the event that any provisions of this agreement shall at any time be held to be contrary to law by court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided thereof, such provision shall be void and inoperative; however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

Section 2. Distribution of Agreement

Copy of this agreement shall be distributed by the City to all employees of the Fire Department.

ARTICLE XIV, Duration

Section 1. Duration

This agreement shall be effective the first day of July, 1973 and shall remain in force and effect to and including June 30, 1974.

Section 2, Future Negotiations

The parties agree that during the month of February of 1974, they will undertake negotiations for a new agreement for the succeeding period.

Section 3, Extension

In the event that negotiations extend beyond the said expiration date of this agreement, the terms and provisions of this agreement shall remain in full force and effect pending agreement upon a new contract, subject to termination of either party on sixty (60) days' written notice.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly

authorized representatives the day and year first above written.

Witness to First Party:

CITY OF IRONWOOD, MICHIGAN,
A Municipal Corporation

/s/ Mary Berglund

By William T. Kleinbrook /s/

/s/ Joseph Krznarich

Attest: Grant W. McCullough /s/
Its City Clerk

Witness to Second Party:

Local No. 550 of the International Association of Fire Fighters, also Michigan State Fire Fighters Association, AFL-CIO

/s/ Louis J. Miklesh

By /s/ Robert R. Jacquart
Its President

/s/ Fabian A. Trast

By /s/ Bernard Kolesar
Its Secretary