

June 30, 1975

FIRE DEPARTMENT COLLECTIVE BARGAINING AGREEMENT

This Agreement entered into the first day of July, 1974, effective July 1, 1974, 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 Union, 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: LABOR AND INDUSTRIAL RELATIONS LIBRARY Michigan State University

ARTICLE I, Purpose and Definitions

Section 1. Purpose

OCT 29 1974

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

Section 1.

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.

Section II.

Any permanent employee who is not a Union member and does not make application for membership shall, as a condition of employment, pay to the Union an equal amount to the Union's regular initiation fee and a monthly service charge in an amount equal to the monthly dues and assessments uniformly applied to the members as a contribution toward the administration of this agreement. Employees who fail to comply with agreement within thirty (30) days shall be discharged by the employer, (City of Ironwood).

David McRae  
Rt. 2 Box 418  
Ironwood, Mich. 49938

Ironwood, City of

## 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.

### 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

Overtime shall be defined as all hours worked over 8 hours in one day and all hours worked over the 40-hour work week as defined in Article VIII of this Agreement.

The City shall pay 1½ times the employee's hourly rate for all overtime with a 2-hour minimum. For fire calls on a Sunday, or holiday, as defined in Article VII of this Agreement, the employee will be paid a minimum of 3 hours.

## ARTICLE VII, Holidays

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

## ARTICLE VIII, Hours of Duty

The Department will work three (8) hour shifts each day, rotating from day to night to afternoon to day shift each 8 days. Each employee shall be given two compensatory days each month in order that the average work week will be 40 hours and to compensate him for the holidays listed in Article VII of this Agreement.

### Trading of Days

Subject to Department manpower requirements, employees shall be permitted to trade work or leave days, subject to approval of the Chief.

## ARTICLE IX, Vacations

One vacation: 10 days which consists of 2-off days, 6 work days and then 2 off days.

From 1 to 10 years (2 vacations).  
10 to 15 years (2 vacations plus 3 days).  
15 to 20 years (3 vacations plus 3 days).  
20 to 25 years (4 vacations plus 3 days).  
After 25 years - 4 vacations plus 4 days.  
26 years - 4 vacations plus 4 days.  
27 years - 4 vacations plus 4 days.  
28 years - 4 vacations plus 4 days.  
After 29 years or longer - 5 vacations.

#### 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 sick leave per year shall be allowed each fireman after one year's service, to accumulate to two hundred (200) working days. 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 hourly wage, exclusive of Longevity (as of July 1)

	<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Years</u>
Captain	3.85	3.94		
Fire Fighter	3.50	3.57	3.63	3.71

This base salary shall be increased on the first pay period following the release of the June cost of living index.

Section 2, Cost of Living

Cost of living adjustments shall be made using the June, 1974 release of the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index (US City Average all items report) based on 1967 = 100.

- (a) Cost of living adjustments shall be made on the basis of changes in the index: quarterly on the first 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 an increase or decrease of one cent (1¢) per hour or whichever is applicable for subsequent payroll periods.
- (c) In no event shall a decline in the consumer price index be a basis for a reduction in the wage rates below those in effect on July 1, 1974.

### Section 3, Longevity Compensation

Longevity shall be compensated according to the following schedule:

- 2% of base salary after 10 years of continuous service.
- 4% of base salary after 14 years of continuous service.
- 6% of base salary after 18 years of continuous service.
- 8% of base salary after 22 years of continuous service.

### Section 4, Shift Differential:

Shift differential will be compensated as follows:

- a. 10¢ per hour for each hour actually worked on afternoon shift.
- b. 15¢ per hour for each hour actually worked on night shift.

No shift differential will be paid for vacations, sick leave, compensatory days, or any time other than actual afternoon or night shift time worked.

## 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, 1974 and shall remain in force and effect to and including June 30, 1975.

Section 2, Future Negotiations

The parties agree that during the month of February of 1975, 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

\_\_\_\_\_

By \_\_\_\_\_  
Its Mayor

\_\_\_\_\_

Attest: \_\_\_\_\_  
Its City Clerk

Witness to Second Party:

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

\_\_\_\_\_

By \_\_\_\_\_  
Its President

\_\_\_\_\_

By \_\_\_\_\_  
Its Secretary