

1975
January 1, 1975

WORK AGREEMENT

BETWEEN

THE CITY OF ISHPEMING

AND

ISHPEMING CITY FIRE DEPARTMENT

LOCAL 1858 IAFF, AFL-CIO

City Manager's Office
City Hall
Ishpeiming, Mich.
49849

INTRODUCTION

THIS AGREEMENT, made and concluded this ____ day of _____
by and between the CITY OF ISHPEMING, 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 1858 of Ishpeiming, MICHIGAN AFL-CIO, hereinafter called the
"UNION", Party of the Second Part.

City of Ishpeiming

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 covenant and agree as follows:

ARTICLE I - RECOGNITION

SECTION 1. Subject to the Federal Laws and the Laws of the
State of Michigan, the Employer recognized the Union as the sole
and exclusive bargaining agent for all the full time fire department
employees, except the Chief, with respect to wages, rates of pay,
hours and other conditions of employment, excepting where covered
by State Laws.

SECTION 2. Each employee who is a Member of the Union shall maintain his membership in the Union as a condition of employment. All new employees shall within thirty (30) days become members of the Union by presenting the Fire Department a proper authorization, approved by the Union President for the collection of their dues.

Authorization for Payroll Deduction.

AUTHORIZATION FOR REPRESENTATION BY THE
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS AFL-CIO

I hereby request and authorize you to deduct from my earnings the Union membership initiation fee, assessments, and, once each month, an amount established by the Union as monthly dues. The amount deducted shall be paid to the Treasurer of the Union Local.

By _____
Print Last Name First Name Middle Name

To _____
Employer Department

Date to Start Signed _____
Deduction Address _____

This Authorization shall be irrevocable during the term of this Agreement.

SECTION 3. The Employer recognizes and will not directly or indirectly interfere with the rights of the employees as provided under PA 336.

SECTION 4. The Employer, where so authorized by a signed statement by the employee, will deduct on the first payday of each month, the month dues, assessments or initiation fees in amounts designated by the Union.

ARTICLE II-REPRESENTATION AND GRIEVANCE PROCEDURE

SECTION 1. The purpose of the grievance procedure shall be to

settle all grievances between the Fire Department and the Union as quickly as possible, so as to insure efficiency and promote employees' morale.

Should any employee or group of employees feel aggrieved as a result of any condition arising out of the employee-employer relationship, including the claim of unjust discrimination on any matter or condition affecting health and safety beyond those normally encountered in all phases of fire fighting, adjustment shall be sought as follows by the employee, with the assistance of the Union.

No settlement of a grievance presented by an employee shall contravene the provisions of this Agreement.

Step #1. The matter shall first be discussed orally with the employee's immediate supervisor within five (5) days of the occurrence giving rise to the grievance. If such discussion does not resolve the grievance, it may be processed to the next step.

Step #2. Within five days, exclusive of Saturdays and Sundays, from receiving a final answer from the employee's immediate supervisor, the grievance shall be presented in writing to the City Manager who shall arrange for such meetings and make such investigations as are necessary to give his answer in writing within fifteen days, exclusive of Saturdays and Sundays, of the receipt of the grievance. If this answer does not resolve the grievance, it may be processed to the next step.

Step #3. Within five days, exclusive of Saturdays and Sundays, of the transmittal of the written answer by the City Manager, either party may request the State Board of Mediation and Arbitration to provide mediation service. The authority of the mediator shall be limited to fact finding and the interpretation and application of this Agreement. He shall have no right to add to or subtract from the Agreement, and his recommendations shall not be binding.

Any expenses incidental to mediation shall be borne equally by both parties.

Step #4. Within five days, exclusive of Saturdays and Sundays, of the transmittal of the written answer by the Mediator, either party may request the State Board of Mediation and Arbitration to provide arbitration service. The authority of the arbitrator shall be limited to the interpretation and application of this Agreement. He shall have no right to add to or subtract from the Agreement.

The decision of the arbitrator shall be final and binding on both parties. Any expenses incidental to arbitration shall be borne equally by both parties.

The basis of such grievances shall be that the action grieved as taken without just cause.

Failure to process the grievance within the time limits established in the preceding Sections presumes that it has been satisfactorily resolved at the first step to which it has been properly processed. Failure on the part of the Fire Department's representatives to answer the grievance in the time limits established in the preceding Sections presumes that the claim made in the grievance is sustained and that the satisfaction requested will be provided.

The time limits specified in the preceding sections may be extended by agreement of both parties.

SECTION 2. Employees or committeemen attending grievance meetings shall do so during "off duty" hours.

ARTICLE III - HOURS AND WORKING CONDITIONS

SECTION 1. WORK WEEK. A work week of Fifty-Six (56) hours average shall be in effect. Employees' working hours shall be based on a Twenty-Four (24) hour duty tour. The work day shall begin at 7:00 A.M. and end Twenty-Four (24) hours later. Employees reporting late for work may be docked.

SECTION 2. OVERTIME. a. In the event that a need for overtime should occur in the Department because of sickness, or other unforeseen conditions, overtime pay shall be paid at the rate of one and one-half times the regular rate of pay for all hours in excess of 56 hours per week. All overtime will be maintained by a seniority list kept at the Fire Chief's office, a copy of which shall be posted on the bulletin board. Seniority will be accumulated according to the years of credited service in the retirement system. This record shall show the date of call and the response from each person called as to whether it was refused, on duty, no answer, sickness, or vacation. If a man refuses, he will automatically be passed by until a complete cycle of the seniority list has been made. This sheet shall pertain to tours of duty in the Fire Station only.

b. When an employee is called in for fire fighting work during "off duty" hours (other than alarms) he shall be paid at the volunteer fireman's rate of pay including a minimum of 2 hours of "show up pay".

SECTION 3. Payday will be made on or about the 15th and on or about the 30th of each month.

SECTION 4. Longevity payments shall be made on December 1st of each year according to the following schedule:

4 years of service	-	\$ 75.00
5-9 years of service	-	125.00
10-14 years of service	-	150.00
15-19 years of service	-	175.00
+20-24 years of service	-	200.00

In order to become eligible for the first level of longevity pay and subsequent higher levels, an employee must have a full four (4) years of service on or before December 1st of the year in which longevity is being paid.

ARTICLE IV-WAGE RATE AND CLASSIFICATION

SECTION 1. Wages starting January 1, 1973 for one year:

<u>Position</u>	<u>Minimum</u> <u>Monthly-1973</u>	
Engine Operator + 1 year	\$576.00	Per week, per day and per hour rates will be figured using 56 hours as the weekly base and 242.5 hours as the monthly base.
Engine Operator + 6 months	550.00	
Engine Operator, start	525.00	

SECTION 2. Wages starting January 1, 1974 for one year:

<u>Position</u>	<u>Minimum</u> <u>Monthly-1974</u>
Engine Operator + 1 year	\$616.00
Engine Operator + 6 months	575.00
Engine Operator, start	550.00

Section 3. Cost of Living Allowance

a. A cost of living allowance shall be determined using the Consumers' Price Index for Moderate Income Families in Large Cities, New Series (All Items) published by the Bureau of Labor Statistics, U.S. Department of Labor (1967-1969 equal 100), and referred to herein as the "Index".

b. A cost of living wage increase shall be made on the basis of quarterly increases in the "Index". In March, June, September, and December the City Manager and the Union will review changes in the "Index" for the calendar quarters ending February, May, August and November.

c. A \$5.00 per month increase will be added to the above monthly rates for each one (1) percent rise in the "Index" above a three (3) percent base. The "Index" computations will be made quarterly and applied thereafter during the life of this contract.

ARTICLE V-INSURANCE

SECTION 1. The City will pay for full coverage of Michigan Blue Cross-Blue Shield, Medical Plan with Master Medical Benefits, or equal, for all employees and their dependents, wife and children under 18 years. Full premium payment for \$5,000.00 term life insurance policies will be paid per Full time Fireman.

ARTICLE VI-RETIREMENT

SECTION 1. The employees will be covered under Act 345 of the Michigan Public Acts of 1937 as amended, defined as the Firemen Pension System.

ARTICLE VII-ANNUAL LEAVE

SECTION 1. Paid vacations will be granted to all employees on a seniority basis as follows:

<u>Years of Service</u>	<u>Vacation</u>
*1 - 5	3-24 hour days
6 -10	6-24 hour days
11,12	7-24 hour days
13,14	8-24 hour days
15,16,17,18	9-24 hour days
19,20	10-24 hour days

*Applies only to employees hired after January 1, 1971. Employees employed prior to January 1, 1971 will continue to have 5-24 hour days thru 5 years of service.

SECTION 2. The vacation list shall be posted for selection from January 1 to April 15. Beginning of every year the member from each shift with the most seniority shall have the first selection of vacation. If an employee splits his vacation, he shall be dropped to the bottom of the seniority list for his second choice. If selection is not made before April 15, he shall be passed by the members following him on the seniority list.

ARTICLE VIII-LEAVE TIME

SECTION 1. Each employee will be granted sick leave for injury or illness at a rate of 6 24 hour tours of duty per year and will accumulate for no more than 75 days. Upon death or retirement, the employee or his beneficiary shall receive 50 percent of unused sick leave pay in addition to severance pay in an amount not to exceed Severance Pay.

SECTION 2. Whenever a member of the Fire Department is incapacitated from duty because of an injury sustained in the performance of his duty, he shall be entitled to the benefits of workmen's compensation or disability benefits of the retirement system provided by the City.

SECTION 3. The Workmen's Compensation laws will apply in the payment of hospital, medical and surgical expenses incurred by any member of the Department who is injured in the performance of his duties.

SECTION 4. All claims for sick leave beyond 2 full working days shall be supported by a signature of doctor or other proof of illness substantiating the claim on an appropriate form provided by the City.

SECTION 5. Upon death or retirement all employees, or their beneficiaries, shall be entitled to the following compensation as severance pay:

<u>Years of Service</u>	<u>Amount Due</u>
10-14 years	\$200
15-19 years	300
20-24 years	400
25 years and over	500

Beneficiaries shall be those survivors named as beneficiaries in the employee's retirement form. In addition, longevity will be pro-rated and paid according to the number of full months worked in the current year.

SECTION 6. Each Employee on a 56 hour a week work schedule shall be granted funeral leave of two 24 hr. working days when death occurs in the immediate family.

b. The immediate family shall be understood to mean husband, wife, parents, both grandparents, sisters, brothers, children, parents-in-law, sons-in-law, daughters-in-law, sisters-in-law, brother-in-law, grandchildren, or a member of the employee's household.

SECTION 7. 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 duty pay for a regular duty work day.

ARTICLE IX-HOLIDAYS

SECTION 1. The following holidays shall be paid for under the following conditions whether worked or not, and the equivalent value of one-half day of pay will be added to the pay of all employees of the department except as otherwise provided below.

New Year's Eve - 6 hours	Labor Day - First Monday in September
New Year's Day - January 1	Thanksgiving Day - Fourth Thursday in November
Washington's Birthday - Third Monday in February	Christmas Eve - 6 hours
Good Friday	Christmas Day - December 25
Memorial Day-Last Monday in May	
Independence Day - July 4	

SECTION 2. A holiday falling within an employee's paid sick leave or vacation period shall not be charged against such sick leave or vacation period.

SECTION 3. When a holiday falls on Sunday and is celebrated as the holiday, then that Monday shall be considered the holiday in applying the provisions of Article IX.

SECTION 4. Holiday pay shall be paid at the end of each pay period in which the holiday falls.

ARTICLE X - UNIFORM

SECTION 1. Summer, winter, uniforms shall be furnished all full time employees of the Fire Department.

ARTICLE XI - TENURE

SECTION 1. This Agreement shall be effective January 1, 1973, and shall continue in effect until January 1, 1975, a period of two (2) years.

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 1858
ISHPEMING, MICHIGAN

President

Member of Bargaining Committee

FOR THE CITY OF ISHPEMING, MICHIGAN

Mayor

City Clerk