

6295

12/31/2003

AGREEMENT
BETWEEN
CITY OF ISHPEMING
AND
ISHPEMING CITY FIRE FIGHTERS
LOCAL 1858, IAFF, AFL-CIO

IshpeMING, City of

Effective: January 1, 2001
through
December 31, 2003

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
	Introduction	1
	Witnesseth	1
I	Recognition	1
II	Representation and Grievance Procedure	2
III	Hours and Working Conditions	3
IV	Wage Rate and Classification	5
V	Insurance	6
VI	Retirement	7
VII	Annual Leave	7
VIII	Sick Leave Time	8
IX	Holidays	10
X	Uniform	11
XI	Duration of Contract	11
XII	No Strike Clause	11
XIII	Employer's Rights	11
XIV	Employee Guide to Personnel Rules and Policies	12
XV	Union Activities on Employer's Time and Premises	13
	Authorization for Payroll Deduction	15
	Appendix A - Equipment Operators	16
	Correspondence	16
	Safety Committee	16
	Garcia Days	16
	Appendix B - Transfers	17
	Appendix C - Relief Operator/Paramedic	18

INTRODUCTION

THIS AGREEMENT, made this first day of January, 2001, by and between the City of Ishpeming, a Municipal Corporation of the State of Michigan, hereinafter called the "Employer", and the International Association of Fire Fighters Local 1858 of Ishpeming, Michigan, AFL-CIO, hereinafter called the "Union".

WITNESSETH

Whereas, the parties hereto have reached an agreement for the purpose of facilitating the peaceful adjustment of differences that may arise 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 1. 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 full-time department employees, except the Fire Marshall, 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, or pay a service fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement. 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, or pay a service fee to the Union equal to dues and initiation fees required for membership, commencing 30 days after the effective date of this Agreement, and such condition shall be required for the duration 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 of 1947.

Section 4.

The Employer, where so authorized by a signed statement by the employee, will deduct on the first payday of each month dues, assessments, or initiation fees in amounts designated by the Union. Payday will be made on every other Thursday.

Section 5.

Probationary Employees.

- a) New employees hired in the unit shall be considered as probationary employees for the first three hundred sixty (360) calendar days of their

employment. When an employee finishes the probationary period, he shall be entered on the seniority list of the unit and shall rank for seniority from the day three hundred sixty (360) calendar days prior to the day he completed the probationary period. There shall be no seniority among probationary employees.

- b) The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, except that discharged and disciplined probationary employees for other than Union activity shall not be represented.

ARTICLE II - REPRESENTATION AND GRIEVANCE PROCEDURE

The purpose of the grievance procedure shall be to settle all grievances between the Employer and the Union as quickly as possible, 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 may be sought by the employee, with the assistance of the Union, as follows.

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 Fire Marshall within ten (10) calendar 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 (5) days, exclusive of Saturdays and Sundays, from receiving a final answer from the Fire Marshall, the grievance shall be presented in writing to the City Manager, who may arrange for such meetings and make such investigations as he deems necessary to give his answer, which answer shall be in writing and shall be mailed to the grievant within fifteen (15) days, exclusive of Saturdays and Sundays, of the receipt of the grievance by the City Manager. If this answer does not resolve the grievance, it may be processed to the next step.

Step 3.

Within five (5) days, exclusive of Saturdays and Sundays, of the mailing 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 the parties.

Step 4.

Within five (5) days, exclusive of Saturdays and Sundays, of the mailing 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 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.

Failure to appeal any grievance to the next step in the grievance procedure within the time limits established in this Article II shall mean that the grievance has been finally resolved according to the terms of the Employer's last answer, if an answer has been timely given, or according to the request for relief contained in the grievance if the Employer has failed to timely give its answer; provided, however, that the decision of the mediator at Step 3 shall be final if no appeal is timely pursued under Step 4.

The time limits specified in this Article II may be extended by agreement of both parties.

ARTICLE III - HOURS AND WORKING CONDITIONS

Section 1 - Work Week.

A work week of fifty-three (53) hours average shall be in effect. Employee's 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. Except for situations deemed by the Employer to be emergency situations (emergency to be interpreted by the Fire Marshall), work schedule changes shall be explained to the employees prior to implementation.

Section 2 - Overtime.

- a) In the event that a need for overtime shall occur in the department because of sickness, vacation, birthday or funeral leave, overtime will be paid at the rate of one and one-half times the regular rate of pay for all hours actually worked in excess of fifty-three (53) hours per week. This overtime shall be offered to the bargaining unit members first. If it is turned down, the City has the right to offer the hours to qualified volunteer ambulance personnel. All other vacancies, other than vacation, sick time, birthday and funeral leave, shall be offered to the volunteer personnel first. All overtime shall be offered according to the seniority list kept at the Fire Marshall's office, a copy of which shall be posted on the bulletin board. The employee having the greatest seniority shall first be offered overtime, and if said employee refuses to work the overtime, the next senior employee shall be offered the overtime, which process shall continue according to seniority until the overtime is accepted. 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 an employee is unable to work overtime, the employee will automatically be passed by until a complete cycle of the seniority list has been made. This sheet shall pertain to hours of duty

in the Fire Station only.

For the purpose of calculating overtime, it is hereby mutually agreed that the yearly average number of hours each bargaining unit member works per week will be fifty-three (53). The time and one-half premium will be paid for all hours worked outside of their regular scheduled shifts.

This time and one-half premium would not apply if the employee uses sick leave or vacation time within the same week as the extra hours/shift occurs.

- b) In cases of emergency where the Employer informs the employee that the employee must report to work, Section (a) would not apply.
- c) If an employee's illness or injury will absent the employee from the Department for three (3) or more regularly scheduled consecutive shifts, then the Employer shall offer the first three shifts to members of the bargaining unit. If employee's illness or injury will absent the employee from the department for an undetermined length of time, the Employer shall offer the remaining shifts to volunteer personnel at the prevailing rate.
- d) In order to provide coverage for a fifty-six (56) hour work week, the additional twelve (12) hours per 28 day cycle shall be worked by a part-time ambulance attendant at the prevailing rate of the Volunteer Ambulance Attendants. All other overtime shall be as stated in Article III, Section 2(a).

Section 3.

Payday will be every other Thursday by 3:00 p.m. for the two-week period ending on the Friday preceding payday. In the event payday is a holiday, the preceding work day shall be the payday.

Section 4.

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

5-9 years of service with the Employer's Fire Department	\$225.00
10-14 years of service with the Employer's Fire Department	\$250.00
15-19 years of service with the Employer's Fire Department	\$275.00
20-24 years of service with the Employer's Fire Department	\$300.00
25-29 years of service with the Employer's Fire Department	\$325.00
30 or more years of service with the Employer's Fire Department	\$350.00

In order to become eligible for the first level of longevity pay and subsequent higher levels, an employee must have a full five (5) years of service on or before December 1 of the year in which longevity is being paid.

Section 5.

It is mutually understood that employees will answer the telephones and dispatch for the Police Department from 7:00 a.m. to 8:00 a.m. and from 5:00 p.m. to 3:00 a.m., Monday through Friday, unless there is a police emergency of only one (1) police officer on duty. Then the employees will dispatch and

answer the telephones from 3:00 a.m. to 8:00 a.m. Employees will dispatch and answer telephones from 7:00 a.m. to 3:00 a.m. on Saturdays and Sundays and the actual day of a holiday. Employees also agree to perform these duties during emergencies unless they are needed for firefighting or ambulance duties.

ARTICLE IV - WAGE RATE AND CLASSIFICATION

Section 1.

It shall be the responsibility of the employees in the bargaining unit, as part of their duties, to act as Paramedics and to qualify as Paramedics; to be able to operate fire apparatus, and to complete the A & B one hundred thirty-two (132) hour basic firefighters course within a one (1) year period after date of hire, or as soon as classes can be scheduled.

Hourly Wages (Based on 2,756 hour work year)

	<u>1-1-01</u>
Engine Operator/EMT	\$11.41
Senior Operator/EMT (Defibrillator Technician)	\$11.51
Senior Operator/EMT Specialist (Defibrillator Technician)	\$11.90
Senior Operator/Paramedic	\$13.01
Relief Operator/Paramedic	\$10.71

Effective January 1, 2002, and January 1, 2003, the wages shall increase by 3%. If the cost of living is greater than 3%, that amount will be figured into the wage, in an amount not to exceed 5%.

The following wage schedule shall apply to all new employees:

Start	80% of appropriate classification
Six Months	85% of appropriate classification
One Year	90% of appropriate classification
Eighteen Months	100% of appropriate classification

Section 2 - Leadman.

In addition, leadmen will be paid, with all shifts covered, payable December 1, the following:

January 1, 2001	\$.11/hour
January 1, 2002	\$.12/hour
January 1, 2003	\$.13/hour

Section 3 - Cost of Living Allowance.

- a) A cost of living allowance shall be determined by 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 rates for each one (1) point rise in the Index to a maximum of eight (8) points. For the purpose and duration of this contract, the cost of living in the amount of \$480.00 is included in the base rate of pay.

Section 4 - Suspension of Cost of Living Allowance.

It is mutually agreed that during the period January 1, 2001, through December 31, 2003 inclusive, the Cost of Living Allowance provisions set forth in Section 3 of this Article IV shall be suspended and shall be totally inoperative, that the Employer will not pay, accrue, or be liable for any cost of living allowance to, for, or on behalf of any employee with respect to said period, and that this Section 4 shall specifically supersede and control over Section 3 of this Article IV, anything to the contrary in this Agreement notwithstanding.

Section 5.

The Fire Marshall is responsible to the City Manager for the day-to-day operation of the Fire Department, and the Fire Marshall has the authority to issue orders and impose disciplinary action, if necessary, to insure the day-to-day operation of the Department.

Section 6. Standby Duty.

The Fire Marshall may place employees on standby duty in the event of an emergency. Employees on standby duty will receive \$50.00 for a 12 hour period or an amount equal to the current rate. Employees called to work while on standby duty will receive time and one-half for all hours worked.

Section 7. Meal Allowance.

Employees shall receive a meal allowance for each twenty-four (24) hour shift worked. Payment for meal allowance shall be annually by December 1.

January 1, 2001	\$3.09/day
January 1, 2002	\$3.18/day
January 1, 2003	\$3.28/day

ARTICLE V - INSURANCE

The Employer will pay the premiums for the following dental, hospitalization, and medical insurance coverage for the employee and his family: MEBS (Michigan Employee Benefit Services) PPO 1, with \$10/20 drug, dental, vision, and hearing riders.

The City Council appreciates the cooperation received from our employees in reducing the rate of increase in health insurance costs by agreeing to participate in the MEBS program. We anticipate this issue will be with us in

future contracts, and it is management's desire to keep health insurance premium increases below 10% annually. In future contracts, this may require a reduction in the level of benefits, deductibles and increased co-pay on the part of the employees. The employees' continued cooperation in reducing the increase in health insurance costs is vital to the continuation of this benefit.

Full premium payment for \$25,000 double indemnity term life insurance policies will be paid by the Employer for full-time firefighters.

ARTICLE VI - RETIREMENT

The employees will be covered under Act 345 of the Michigan Public Acts of 1937, as amended, defined as the Firemen Pension System. Average final compensation for retirement purposes will be figured on the best three years out of the past five years. The retirement multiplier shall be 2.5.

An annuity withdrawal option will be available to employees. The annuity withdrawal option will allow employees to withdraw their accumulated contributions, with interest, at retirement and thereby forfeit that portion of their retirement allowance. (a) A member wishing to select this option must make written application to the Act 345 Pension Board no later than one hundred twenty (120) days prior to the effective date of his retirement. (b) The Pension Board shall issue the member's annuity payment within thirty (30) days of the date of the member's retirement. The one hundred twenty (120) day notice may be waived at the sole discretion of the Pension Board. However, under no circumstances can this time limit be increased. (c) It is agreed that one (1%) percent above the rate of interest used for actuarial evaluation purposes is to be used for employee annuity withdrawal benefit. This option is only available for regular retirement pension at age 50 with 25 years of service. A member who elected the annuity withdrawal option shall have his annual pension reduced accordingly, as determined by the Pension Board Actuaries. (d) An employee electing annuity withdrawal shall have the option to defer receipt of the withdrawal amount for up to one (1) year from the effective date of their retirement. However, notice of such election must be made at the time of employee's original retirement application.

Public Employee Health Plan Contribution per Pay Period

Effective Date	Employee	Employer
January 1, 2001	\$26.00	\$26.00
January 1, 2002	\$27.00	\$27.00
January 1, 2003	\$28.00	\$28.00

If an employee leaves City employment prior to retirement, the employee's contributions to his trust account will be refunded, the City contributions will be forfeited to the Employer, and the employee's account will be closed out.

ARTICLE VII - ANNUAL LEAVE

Section 1.

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

Years of service with the
Employer's Fire Department

Vacation

1 - 4	4 - 24 hour shifts
5 - 9	7 - 24 hour shifts
10 or more	10- 24 hour shifts

Section 2.

The vacation list shall be posted for selection from January 1 to April 15. At the beginning of every year, the employee from each shift with the most seniority shall have the first selection of vacation dates. 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, the employee shall be passed by the members following him on the seniority list.

Section 3.

If a regular payday falls during an employee's vacation, he may receive that check in advance before going on vacation. Employees must notify the payroll clerk in writing at least two weeks prior to going on vacation.

ARTICLE VIII - SICK LEAVE TIME

Section 1.

Each employee will be granted sick leave for injury or illness to the employee at the rate of six (6) twenty-four (24) hour tours of duty per year and will accumulate sick leave for not more than fifty (50) twenty-four (24) hour shifts for retirement pay and one hundred (100) twenty-four (24) hour shifts for sick leave usage. Any employee who must remain at home to attend to the needs of his sick spouse or his sick children who are members of his household shall receive family sick leave, with pay, not to exceed two (2) twenty-four (24) hour tours of duty per year. Said family sick leave shall be deducted from regular sick leave accumulation of the employee.

Upon retirement or layoff from the City, the employee or his beneficiary shall receive one hundred (100%) per cent of unused sick pay in addition to severance pay.

In the event an employee consistently uses his sick leave as he accumulates it, and it becomes apparent that the employee is not acting in good faith within the context of this Agreement in regard to sick leave, and that the employee is using said sick leave as an additional day off, the Employer may require a doctor's certificate, or take disciplinary action against said employee, or may review and discontinue accrual and payment of sick leave time.

An employee must call in to the Fire Hall at least one (1) hour before shift time if he is going to be unable to work due to sickness, or if for some other reason he is not going to report to work. Failure to comply with this provision will automatically mean the loss of pay for the shift, and repeated abuse will constitute grounds for disciplinary action.

Employees will be paid \$30.00 for each unused sick day accumulated during the year, with a maximum of six (6) days, to be paid by February 15 of the following year.

Section 2.

All claims for sick leave beyond one (1) full working day shall be supported by a signature of a medical doctor or by other proof of illness substantiating the claim, on an appropriate form provided by the Employer.

Section 3.

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

<u>Years of service with the Employer's Fire Department</u>	<u>Amount Due</u>
10 - 14	\$300.00
15 - 19	\$400.00
20 - 24	\$500.00
25 and over	\$600.00

In addition, longevity will be pro-rated and paid according to the number of full months worked in the current year.

Section 4. Worker's Compensation.

Each employee will be covered by the applicable Worker's Compensation Laws, and the Employer further agrees to pay employees eligible for Worker's Compensation an amount equal to the difference between Worker's Compensation and his regular income based on fifty-three (53) hours of work, and this pay differential shall be deducted from his accumulated sick leave on a pro-rata basis.

Any employee continuously absent from work because of work related sickness or injury for a period of twenty-four consecutive months or more shall be terminated from employment with the City. The City reserves the right, however, to consider extenuating circumstances of the employee in the decision to terminate employment and shall grant an extension over the above-stated time limit not to exceed twelve months if, at the end of the twenty-four month period, it is reasonably certain the employee will be able to return to work within twelve months. If an employee on worker's compensation status is terminated from employment with the City and is rehired by the City, they will retain all seniority that was credited to them at the date of termination. Efforts will be made to try and find suitable work with the City commensurate with the terminated employee's scope of limitations. The City will consider restricted duties for any employee able to return to work on a limited basis, provided that the department the employee is assigned to has restricted work available to accommodate the employee.

Life insurance, medical and dental insurance will continue to be furnished to such terminated employee for a period of twenty-four (24) months, to be paid for by the City.

Any employee continuously absent from work because of work related sickness or injury shall be credited with earned vacation only during the first two months

of continued absence for the same injury or illness.

No sick leave will be credited while an employee is on worker's compensation status unless the employee returns to work for a minimum of 4.5 working days or 106 hours per calendar month.

To be eligible for any longevity payments, an employee on worker's compensation leave must have worked for at least 1,378 hours in the twenty-four preceding months from the date of longevity payment.

Seniority will continue to accrue while on worker's compensation leave.

Section 5. Funeral Leave.

Each employee on a fifty-three (53) hour per week work schedule shall be granted funeral leave of two (2) twenty-four (24) hour working days when death occurs in the immediate family.

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, brothers-in-law, grandchildren, or a member of the employee's household. An employee shall be allowed one funeral leave day to attend the funeral of the employee's spouse's grandparents.

Section 6. Jury Duty.

Any employee called on jury duty and who reports for jury duty shall be compensated by the Employer for any difference between the employee's rate of pay and the jury duty paid 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 of one-half (1/2) day of pay will be added to the pay of all employees.

New Year's Eve - December 31
New Year's Day - January 1
Washington's Birthday - third Monday in February
Good Friday
Memorial Day - last Monday in May
Independence Day - July 4
Labor Day - first Monday in September
Thanksgiving Day - fourth Thursday in November
Christmas Eve - December 24
Christmas Day - December 25

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.

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

Section 4.

In addition to the above holidays, the day off with pay will be given to each employee on his birthday, or on the nearest working day to his birthday. In the event this day falls on his vacation, he will be granted another day before or after his vacation. Employees shall receive one (1) personal leave day, with Fire Marshall approval.

ARTICLE X - UNIFORM

Summer and winter uniforms shall be furnished all full-time employees.

Work Boots. Employees will be given a voucher worth \$100 toward the purchase of approved safety work boots per year per employee. If an employee does not use a voucher in one year, it may be carried over to the next year, thus providing a voucher worth \$200, and the employee may purchase a pair of approved safety work boots worth up to \$200. No partial vouchers shall be carried over from one year to the next. The maximum voucher amount an employee may accumulate is \$200. The shoe stores will invoice the City monthly for boots provided to City employees based on signed vouchers.

Safety Glasses. Up to \$120.00 every two years shall be authorized for safety glasses and shields, where required as a condition of employment.

ARTICLE XI - DURATION OF CONTRACT

Section 1.

This Agreement shall be effective January 1, 2001, and shall continue in effect until December 31, 2003, at which time this Agreement shall expire.

Section 2.

Negotiations for a new contract shall begin not less than ninety (90) days before expiration of this Agreement.

ARTICLE XII - NO STRIKE CLAUSE

The Union agrees that during the term of this Agreement or any renewal or extension hereof, neither the Union nor any employee will engage in any strike, slowdown, sitdown, work stoppage, sick out, or any other means of reducing or slowing down production, nor any concerted activity whereby the bargaining unit employees refuse to report for work, nor any other activity which constitutes a strike as that term is defined in Act 336 of the Public Acts of 1947, as amended, being M.S.A. 17.455(1) et. seq.

ARTICLE XIII - EMPLOYER'S RIGHTS

Except to the extent expressly abridged by a specific provision of this

Agreement, the Employer reserves and retains, solely and exclusively, all of its common law rights to manage the business, as such rights existed prior to the execution of this, or any other previous agreement with the Union or any other union. The sole and exclusive rights of the Employer which are not abridged by this Agreement shall include, but are not limited to, its rights to determine the existence or non-existence of facts which are the basis of a management decision, to determine prices of service, extent of services and methods of financing, to drop a service, contract a service when such contracting will not result in lost time for departmental personnel, or any part thereof, free of the liabilities of this Agreement; to establish or continue policies, practices and procedures for the conduct of the business, and from time to time, to change or abolish such policies, practices or procedures; the right to determine and from time to time redetermine the number, location, and relocation and types of its operations, and the methods, processes, and materials and services to be employed, to discontinue service, processes or operations, or to discontinue their performance by employees of the Employer; to determine the number of hours per day or per week operations shall be carried on; providing it does not conflict with any State statutes regarding fire department personnel; to select and to determine the number and types of employees required; to assign work to such employees in accordance with the requirements determined by management; to establish and change work schedules and assignments; to transfer, promote, or demote employees, or to lay off, terminate, or otherwise relieve employees from duty for lack of work or other legitimate reasons; to determine the facts relating to lack of work; to make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge, or otherwise discipline employees for cause, and otherwise to take such measures as management may determine to be necessary for the orderly, efficient and economical operation of the Employer.

ARTICLE XIV - EMPLOYEE GUIDE TO PERSONNEL RULES AND POLICIES

The purpose of these Rules and Policies is not to restrict the rights of anyone, but it is to define these rights and to protect the rights of all and insure cooperation. Employees committing any of the following violations shall be subject to disciplinary action, ranging from reprimand to immediate discharge:

1. Report for duty under the influence of intoxicating liquor, is found drinking on the job, or brings alcoholic beverages onto City premises.
2. Reporting for duty under the influence of illegal narcotics, hallucinogenics, addictive or harmful drugs, is found using any of these drugs on the job or brings or has in his/her possession these drugs on City premises.
3. Is absent or tardy without reasonable cause; i.e., failure to notify your department head or immediate supervisor of absence or anticipated absence or tardiness. (Please give your supervisor 24 hours notice for any anticipated absence or tardiness.)
4. Three successive days of unexcused absenteeism will result in immediate discharge.
5. Frequent tardiness or unexcused absenteeism.
6. General misconduct including insubordination.

7. Refuse to carry out the orders of his department head or supervisor; an exception will be allowed for work considered hazardous duty.
8. Leaving the job during working hours without permission.
9. Abuse of sick leave privileges.
10. Negligent use of City equipment or property will result in disciplinary action.
11. Intentionally records hours or other entries on another employee's time sheet or falsifies his own time sheet.
12. Falsifies claims for benefits, leaves of absence, information on job applications, time records, reasons for illness, injury, reimbursements, other City records, or theft of City supplies.
13. Violation of City or departmental safety rules.
14. Fails to successfully complete probationary period.
15. Violation or disregard for established City or departmental rules and policies.
16. An employee must participate in a separation interview with the Personnel Director prior to his/her termination of employment with the City. Termination of employment will not occur until the separation interview has been carried out.

The above reasons for disciplinary action and discharge do not exclude other violations which are of equal severity and justify similar action.

This policy shall not preclude a supervisor from disciplining an employee when it is, in his opinion, determined necessary.

The foregoing rules are not intended to be all inclusive of the proper standards of conduct which employees are expected to observe. The City shall, as deemed appropriate, establish additional rules, and department heads may establish particular rules to govern employee conduct deemed necessary by operational requirements.

ARTICLE XV - UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES

Section 1.

The Employer agrees that during working hours, for a period of fifteen (15) minutes where stipulated, on the Employer's premises, and without loss of pay, Union representatives shall be allowed to:

- (a) Post Union notices, fifteen (15) minutes just before the end of the shift.
- (b) Distribute Union literature, fifteen (15) minutes just before the end of the shift.

- (c) Solicit Union membership during other employees' non-working time, fifteen (15) minutes just before the end of the shift.
- (d) Transmit communications, authorized by the Local Union or its officers, to the Employer or his representative fifteen (15) minutes before the end of the shift.
- (e) Consult with the Employer, his representative, Local Union officers, or other Union representatives concerning the enforcement of any provisions of this Agreement fifteen (15) minutes immediately before the end of the shift.

Section 2. Visits by Union Representatives

The Employer agrees that accredited representatives of the International Association of Fire Fighters, whether Local Union representatives, District Council representatives, or International representatives, shall have free access to the premises of the Employer at any time during working hours to contact Union officers for the purpose of arranging meetings for Union business directly related to the Local Union.

Section 3. Negotiating Meetings

- (a) Employees covered by this Agreement will be represented by two (2) negotiating committee members who are members of the unit currently employed by the City.
- (b) All bargaining by the parties shall be at a mutually agreeable time.
- (c) Hours for negotiations shall alternate from pay status (Employer's time) and non-pay status (Employee's time) unless a change is requested by either party and mutually agreed to by the Employer and the Union.

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.

CITY OF ISHPEMING

Evelyn J. Valente-Kiekkela
Mayor

Jill Dompierre
City Clerk - Deputy

INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS, AFL-CIO, LOCAL 1858,
ISHPEMING, MICHIGAN

Robert J. Cephus Sr.
President

Carl L. Oja
Member of Bargaining Unit

AUTHORIZATION FOR PAYROLL DEDUCTION

TO THE CITY OF ISHPEMING:

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, which is Local 1858, IAFF, AFL-CIO.

By:

Print Last Name	First Name	Middle Name
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To:

Employer	Department
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Date to Start Deduction

Signed: _____

Address _____

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

APPENDIX A

Equipment Operators

Fire apparatus vehicles will be driven by members of this Local 1858 and the Fire Marshall, except for emergency conditions as approved by the Fire Marshall.

Correspondence

Any correspondence affecting major changes in wages, hours, or working conditions in any way will be presented, in writing, to the IAFF 1858 employees through the Fire Marshall.

Safety Committee

A safety committee, consisting of two members of the IAFF 1858 and two members of the City administration, shall meet at the request of either party, not to exceed one meeting per month.

Garcia Days

Employees working on the third 28 day cycle will be authorized one day off, if they are not absent from work more than five days due to sick leave or vacation days off, on discretion of the Fire Marshall.

APPENDIX B

Transfers

It is hereby agreed that the following terms will be followed in regards to employees who transfer from one bargaining unit of the City of Ishpeming to another bargaining unit within the City of Ishpeming:

1. The employee's seniority date for job posting, overtime call-out, layoff, and recall shall be the date he enters the new department or bargaining unit.
2. The employee shall keep his original seniority date as far as vacations, longevity, and severance pay.
3. The employee shall have all other benefits as provided by the current departmental union contract.
4. Even though an employee may have more accumulated vacation time than another employee in the unit, the employee shall use his seniority date in the new department for selection of vacation time.
5. Employee's retirement would be transferable in accordance with existing retirement system regulations.
6. In regards to sick leave and vacation time, if an employee transfers from one unit to another, their accumulated sick leave and vacation shall transfer with them.

Sick leave will follow the procedure set forth in the union contract.

- Examples:
- a) An employee transferring from the Fire Department will transfer his total number of days to the new department at double the rate he has accumulated in the Fire Department. If an employee with forty (40) sick days accumulation transfers to the DPW, he will be entitled to eighty (80) sick days in his new unit.) Conversely, an employee transferring from the DPW unit to the Fire Department would have his sick days and vacation days divided in half. (A DPW employee with twenty (20) days vacation would be entitled to ten (10) days vacation in the Fire Department unit.)
 - b) An employee transferring from the Police Department with over 100 days accumulation will be permitted to carry a maximum of 100 days of sick leave into the new unit.

Appendix C

Relief Operator/Paramedic

It is hereby agreed that the position of Relief Operator/Paramedic be created between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday.

The hours and working conditions for the position are as follows:

Monday through Friday: 0600 to 1800

Hours 0700 to 1700 require the employee to report to the station for daily assigned work.

Hours 0600 to 0700 and 1700 to 1800 will require the employee to be "on call" on a daily basis

The employee hours per week are 50 hours working and ten hours "on call" to compensate for a 53 hour firefighters work week.

The full benefit package provided in the bargaining agreement shall be provided to the employee.

The benefit of vacation and sick time will be listed as two (2) times the set amount in the bargaining contract due to the 12 hour coverage periods versus 24 hour coverage periods.

Holidays will be paid at one-half (1/2) rate for 12 hours whether worked or not. The employee will be required to work holidays if they fall on a normal working day.

The Relief Driver status position is stated as written. The employee will operate fire apparatus vehicles only in relief when other senior operators are not present.

It is further agreed that by adopting this resolution, the City of Ishpeming would not be establishing a past practice or precedent that would bind the City should any future request come before the City Council.