

6/30/94

1991 - 1994 CONTRACT

WORK AGREEMENT

BETWEEN

THE CITY OF IRON MOUNTAIN

AND

IRON MOUNTAIN CITY FIRE DEPARTMENT

LOCAL #554, IAFF, AFL-CIO

Iron Mountain, City of

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INTRODUCTION

THIS AGREEMENT, made and concluded this 1st day of July, 1991, 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 "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 covenant and agree as follows:

Purpose and Intent

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the Community.

To these ends, the Employer and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 1 - RECOGNITION

SECTION 1. Subject to the Federal Laws and the Laws of the State of Michigan and to the City Charter 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, rate of pay, hours and other conditions of employment.

SECTION 2. All employees, who, on the date of this agreement, are members of the Union in good standing in accordance with its bylaws 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 to the union equivalent to the amount of dues uniformly required of members of the union, during the term of this agreement.

SECTION 3. The Employer, where so authorized by a signed statement by the employee, will deduct on each payday of the month the monthly dues, assessments or initiation fees in amounts designated to them by the Union.

SECTION 4. The Union agrees to save and hold harmless the City from damages or other financial loss which the City may be required to pay or suffer as a consequence of enforcing the provisions of Article 1, Section 2 and 3.

SECTION 5. There shall be no unilateral changes 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. A claim by an employee or Union that there has been a violation, misinterpretation or misapplication of any provision of this agreement and/or any violation, misinterpretation or misapplication of any rule, order or regulation will be processed through the City Manager.

SECTION 3. Grievance procedure for the Union:

FIRST - By the employee(s) and committeemen with the Lieutenant and Chief.

SECOND - By the Committeemen and the City Manager.

THIRD - By the Committeemen and the City Council

FOURTH - If no agreement is reached by the above steps, dispute shall be submitted to the State Labor Relations Commission. The cost of step 4 will be borne by the losing party. When the awards are split, the fees paid will be paid on a pro-rated basis according to the award.

SECTION 4. 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 (72) hours notice to the employer. Failure to comply with the grievance schedule will result in advancing to the final step of the grievance procedure. The Committeemen shall notify the City Manager of the grievance by hand delivery of the grievance. All meetings in the **THIRD** above shall be held at the next regular City Council meeting. Exception to time limit above will be made only by mutual consent of the parties.

SECTION 5. Employees or committeemen attending all grievance and bargaining meetings shall not be paid extra nor lose time while at such meetings.

ARTICLE III - HOURS AND WORKING CONDITIONS

SECTION 1. WORK WEEK. A 21 day **WORK PERIOD** of 168 hours (56 hours per week 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 accordingly.

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 an 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 1/2) times the wages for the position he fills or not less than the rate of one and one-half (1 1/2) times the position he presently holds. Such payments shall be weekly.

C. When an employee is called to report for work, he shall be paid one and one-half (1 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. When training on other than the regular shift, one and one-half (1 1/2) times shall be paid for all training which is mandatory. Straight time shall be paid for all training which is voluntary.

G. Overtime shall not be duplicated for the same hours worked: to the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provision.

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 based on the following schedule:

<u>Employees Hired Prior to 07-01-87</u>		<u>Employees Hired After 07-01-87</u>	
<u>Years of Service</u>	<u>Longevity</u>	<u>Years of Service</u>	<u>Longevity</u>
3 - 5 years	\$200.00	3 - 5 Years	\$200.00
6 - 8	400.00	6 - 8	400.00
9 - 11	600.00	9 - 11	600.00
12 - 14	800.00	12 - 14	800.00
15 - 17	1,000.00	15 - 17	1,000.00
18 - 20	1,200.00	18 - 20	1,200.00
21 - 23	1,400.00	21 - 23	1,400.00
24+	8%	24+	1,600.00

ARTICLE IV - WAGE RATE AND CLASSIFICATION

SECTION 1. Wages Yearly:

<u>POSITION</u>	<u>July 1, 1991</u> <u>June 30, 1992</u>	<u>July 1, 1992</u> <u>June 30, 1993</u>	<u>July 1, 1993</u> <u>June 30, 1994</u>
Lieutenant	\$25,568.54	\$26,591.28	\$27,721.41
Engineer	24,220.17	25,188.98	26,259.51
Engine Operator	23,860.31	24,814.72	25,869.35
Pipeman	23,490.72	24,430.35	25,468.64

SECTION 2. Employees hired after July 1, 1986 will receive a reduction below the base rate of pay for a limited period of time according to the following schedule:

0 - 6 months	\$45.00 less per week (Pipeman)
7 - 12 months	\$30.00 less per week
13 - 24 months	\$20.00 less per week
25 - 36 months	\$10.00 less per week
37+	full base rate

SECTION 3. Inspector Qualifications: The position of Inspector is established to provide code enforcement service within the Community. In order to qualify as an inspector, an employee, at a minimum, must have successfully passed the certification requirements of the National Fire Academy or equivalent in the areas of Fire Prevention Specialist 1 and 2 and Plans and Review. Requirements and qualifications may be modified periodically as necessary.

Compensation: An inspector shall receive the amount of \$750.00 per year as compensation for assigned inspection duties. Payment shall be in one lump sum with the first payment made on July 1, 1989 and annually on June 30th of each successive year. Effective July 1, 1991 the inspector's compensation shall increase to \$1,000.00 per year, payable on June 30th of each year.

Number of Inspectors: The number of inspectors within the department shall be determined by the employer.

SECTION 4. Trainer Qualifications: The position of Trainer is established to provide a means of conducting in-house training to employees as may be desirable or required. In order to qualify as a trainer, an employee, at a minimum, must have successfully completed Fire Fighter 1 and 2 plus 16 hours of additional training as required by the Michigan Fire-Fighters Training Council. Requirements and qualifications may be modified periodically as necessary.

Compensation: A Trainer shall receive compensation based on the employees regular rate of pay in the amount of 1 1/2 times for off-duty training and 1/2 time for on-duty training for actual hours of class time.

Number of Trainers: The number of Trainers within the department shall be determined by the employer.

SECTION 5. Promotions to the positions of Engine Operator, Engineer and Lieutenant shall be made in accordance to Act 78, Civil Service.

ARTICLE V - INSURANCE

SECTION 1. The City will pay for full coverage of Michigan Blue Cross/Blue Shield Comprehensive Hospital Care, Master Medical Option II, MVFI, PD(500), Preferred Dental with CR-50, OS-50, and MBL 1000, Blue Complementary with BS-65-G1 and Vision Care. With Riders D-45NM, COB-3, PD-MAC, GCP-D, SD, FC, MMC-PD, SAT II, GPC-II, and SOT, for all employees and their dependents (spouse and children under nineteen (19) years) according to Blue Cross regulations. The City shall have the right to seek equivalent or better medical insurance coverage. Selection of the insurance carrier and associated coverage shall be by mutual agreement between the City and Local #554 I.A.F.F.

The City will pay the full cost of \$2,000.00 life insurance. All employees may elect to obtain an additional \$2,000.00 of life insurance at no cost to the City.

SECTION 2. The City will pay for the full cost of full coverage of Michigan Blue Cross-Blue Shield or equivalent policy for all employees retired in accordance with the appropriate section Public Act 345 of 1937 - Fire Department. However, retirees are entitled only to medical benefits insurance in effect at the time of retirement.

SECTION 3. Beginning on the 1981-82 contract, the City shall pay for coverage of a 50% Dental Program.

SECTION 4. Beginning on the 1981-82 contract, the City shall pay for coverage of Optical Insurance Plan.

SECTION 5. The City will pay the full cost for Prescription Drug Group Benefit Certificate PD300, with \$3.00 co-payment effective July 1, 1989.

SECTION 6. The City will implement the predetermination program, effective July 1, 1989.

SECTION 7. Effective July 1, 1991, the co-pay for prescription drugs will increase from \$3.00 to \$5.00.

SECTION 8. Effective July 1, 1991, each employee shall contribute \$208.00 per year towards the medical insurance premium paid by the City. Retirees are not required to contribute the \$208.00.

ARTICLE VI - 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 Fireman Pension System.

A. Upon retirement, compensation shall be computed on the best three (3) years out of the last five (5) years of service.

B. Pension calculation shall be on the basis of 2.2% X the number of years of service, based on the best three (3) out of last five (5) years of service, beginning January 1, 1986. Effective January 1, 1988, Pension calculation shall be based on 2.5% of final average compensation. Effective July 1, 1991 the pension formula to calculate the annual benefit shall be the greater of (a) the amount calculated under the current formula (effective July 1, 1988), or (b) 2.8% of average final compensation time years of service to a maximum of 25 years.

SECTION 2. Effective July 1, 1991, the purchase of military service time is limited to employees who become eligible for duty disability under the Pension System. All of the following conditions must apply.

A. The employee has not reached 25 years of service at the time of disability.

B. The employee may purchase up to six (6) years of service time to a maximum of 25 years of service at age 50.

ARTICLE VII - 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. Vacations in the first year of employment shall be based on the months and hours of service prorated from the date of employment. All other vacations shall be based on the years of service accumulated through December 31 of the calendar year in which they are taken. Vacations must be

taken in the calendar year in which they accrue with no carryover in value, except as provided in Section three (3) below.

1 Year Service	2 Working Days
2 Year Service	5 Working Days
5 Year Service	5 Working Days
6 Year Service	6 Working Days
7 Year Service	7 Working Days
8 Year Service	8 Working Days
9 Year Service	9 Working Days
10 Year Service	10 Working Days
12 Year Service	11 Working Days
14 Year Service	12 Working Days
16 Year Service	13 Working Days
18 Year Service	14 Working Days
20 Year Service	15 Working Days
22 Year Service	16 Working Days

SECTION 2. No more than two (2) members of the Fire Department may take vacation at any one time throughout the year, providing there is no more than one man on vacation from the same shift.

SECTION 3. Any employee called back from vacation will receive credit for his vacation time not used. In event the employee cannot find a suitable date for the remainder of vacation 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.

SECTION 6. Each employee shall receive two (2) personal leave days. The employee shall give a minimum of twenty four (24) hours advance notice of each personal leave day to the Chief or his designee. Only one (1) employee per shift may have the same personal leave day.

SECTION 7. An employee may bank one vacation shift day per year to be paid upon termination or retirement. Pay out for such vacation shall be at the wage rate of the employee in effect at the time the vacation day is banked. In order to qualify for this option, the employee must notify the employer in writing by December 31st of the year in which the vacation was earned. Once a vacation day is banked by an employee under this section, it cannot be recalled for use during subsequent years.

ARTICLE VIII - 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 entitled to unlimited accumulation of unused sick leave days. Employees hired after July 1, 1987 will be entitled to a maximum accumulation of sick leave of 168 calendar days based on the 56/40 ratio.

SECTION 2. Employees shall be entitled to three (3) one (1) day absences per year without a Doctor's Certificate. After the third occurrence or for sick leave beyond one (1) full working day, the City may at it's discretion demand a written medical excuse and any expense incurred by the employee for examination required by the City shall be borne by the City.

SECTION 3. At the time of his legal retirement or death under the provisions on the Municipal Employee's Retirement System, Public Act 345, or City of Iron Mountain Police and Firemen Pension Fund, an employee will be paid (40%) percent 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.

C. Any employee who serves as a pallbearer may be entitled to (8) hours off on the day of the funeral at the discretion of the Fire Chief. No overtime shall accrue as the result of any employee acting as pallbearer. This day shall be deducted from sick leave and shall not be counted as an occurrence in Section 2. (Article VIII).

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 three (3) calendar days shall be deemed as having resigned from

the Department. Exceptions may be made by the employer for good cause shown.

SECTION 7. A full time employee may be granted a leave of absence without pay by the City Manager for a period of sixty (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 Manager.
- C. Any 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 Workman's Compensation, shall have the option to (1) receive worker's compensation only or (2) receive his regular pay check from the City by returning his worker's compensation check to the employer and have the actual difference between his regular pay and worker's compensation charged to sick leave.

SECTION 9. The following penalties will be levied against any employee who falsifies a sick leave or funeral leave report:

- 1st Offense: Employee will be given an oral reprimand
- 2nd Offense: Employee will be given a written reprimand
- 3rd Offense: A total of three (3) sick days will be deducted from an employees total accumulation. The wages for the day(s) falsified will also be deducted.
- 4th Offense: Penalties for the fourth offense will be at the City Manager's discretion.

SECTION 10. Family Sick Leave: Two shifts (48 Hours) of earned sick leave will be available annually for use in the event of sickness in the family. The 48 hours shall be divided into four 12 hour periods which may be taken consecutively or individually. Any part or portion of a 12 hour period which is taken, shall constitute an entire period. For the purpose of this section, family shall be meant to include (husband, wife, children, father, mother, father-in-law, mother-in-law).

ARTICLE IX - HOLIDAYS

SECTION 1. The following holidays shall be paid holidays for all employees: January 1, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, December 25, and two (2) floating holidays.

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 (1/2) time in addition to the holiday allowance.

ARTICLE X - 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 City Manager.

SECTION 2. UNIFORMS Beginning January 1985, each employee will be issued:

ONE (1) new complete uniform. Any new employees will for the first **TWO** (2) years of employment (upon completion of probation) be issued **Two** (2) new uniforms and then receive **One** (1) uniform thereafter.

Anytime uniform color is changed, the first **TWO** (2) years of change all employees will receive **TWO** (2) complete uniforms, and then **ONE** (1) uniform during each calendar year thereafter.

Any uniform which becomes unserviceable during the year will be replaced upon survey and approval of the Fire Chief.

Each employee will be issued a new pair of shoes upon survey and approval of the Fire Chief.

SECTION 3. The work uniform shall also be considered the dress uniform.

SECTION 4. Any and all uniforms and articles of clothing required by the employer, shall be furnished by the employer. Station Uniforms shall become the property of the employee and shall be maintained in an acceptable manner. All other uniform articles shall remain the property of the employer, and shall be maintained in an acceptable condition by the employee (i.e. uniforms, jackets, badges, rank insignia, etc.). Employees will be allowed to keep one badge and rank insignia at the time of retirement.

SECTION 5. A \$75.00 (seventy-five) uniform maintenance allowance shall be granted all employees. Effective July 1, 1991 the uniform maintenance allowance shall increase to \$125.00.

- A. The allowance shall be paid on June 30th of each year.
- B. The maintenance allowance as defined in this Section shall be used to maintain only the uniforms as referred in Section 2, Article X.

SECTION 6. FIREFIGHTING EQUIPMENT: Special Equipment used by all employees will remain the property of the employer and will be maintained in usable order by the employer.

SECTION 7. In the event that any provision of the agreement shall be in conflict with any provision of Federal or State Law or City Charter, now or hereinafter enacted, 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 8. 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. 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 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 so long as applied for a minimum of 10 days before shift change. Copies of all denials must be sent to the City Manager. An appeal of disapproved request can be made to the City Manager, so long as the appeal goes through the proper chain of command. The decision of the City Manager will be final.

SECTION 9. Residential Requirement: All employees must be residents of the City of Iron Mountain and remain residents of the City of Iron Mountain.

SECTION 10. This contract contains the entire working agreement between the contracting Parties hereto. The Rules and Regulations of the Fire Department dated May 21, 1987 are hereby incorporated by reference as part of the agreement.

SECTION 11. The City of Iron Mountain reserves the right to manage, except as expressly limited or abridged by this agreement.

SECTION 12. The Employer shall on the effective date of this agreement, pay the full cost for the supply of bed sheets, to be used for the dormitory beds and the downstairs watch cot. The Employer shall have the right to designate its own supplier. Sheets shall be provided each Tuesday. The number of sheets to be furnished each week shall be eleven (11).

SECTION 13. Snow blower. The City shall maintain the snow blower and replace it when necessary. The City will also see that the area in front of the emergency doors will be free from snow (wind row). The Fire Department shall use the snow blower to keep the sidewalk from the west end of the Firehall to the east end of the City Building, including the Veterans Office, free of snow.

SECTION 14. FIRE HYDRANT FLOW RATES. Under the directive of the Fire Chief, it shall be the responsibility of the Fire Department to check the flow rates and working pressures of the hydrants.

ARTICLE XI - TENURE

SECTION 1. This agreement shall be effective from 12:01 a.m., July 1, 1991 and remain in full force and effect until 12:00 midnight, June 30, 1994 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 the expiration of the 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 ASSOCIATION OF
FIREFIGHTERS, AFL-CIO, LOCAL
#554 IRON MOUNTAIN, MICHIGAN
49801:

Date: 28 Aug 91



FOR THE CITY OF IRON MOUNTAIN:

Date: August 28, 1991


John Elmer, Mayor

Date: August 28, 1991


Lou Ann Hagen,
Clerk Treasurer