



STATE OF MICHIGAN

DEPARTMENT OF LABOR

EMPLOYMENT RELATIONS COMMISSION

300 EAST MICHIGAN AVENUE, LANSING, 48926 - PHONE 373-3580

Att
will you handle.
APR 22 1976

June 30, 1976

WILLIAM G. MILLIKEN, Governor

KEITH MOLIN, Director

April 21, 1976

COMMISSION MEMBERS

ROBERT G. HOWLETT,
Chairman
MORRIS MILMET
WILLIAM M. ELLMANN

City of St. Joseph
676-20 Broad St.
St. Joseph, Mi. 49085

Mr. G. W. Heppler, City Manager
City of St. Joseph
620 Broad Street - City Hall
St. Joseph, Michigan 49085

Mr. Elmer Schadler, President
St. Joseph Fire Fighters
Local Union No. 1670
2121 Hinchman Road
Baroda, Michigan 49101

City of St. Joseph

GENTLEMEN:

The School of Labor and Industrial Relations of Michigan State University has offered to serve as a repository for public sector collective bargaining agreements in order that they may be available for examination and study by interested persons.

I will appreciate your sending a copy of your collective bargaining agreement as soon as it is duplicated or printed to:

Mrs. Martha Jane Soltow
Library, S.E. Wing, First Floor
Michigan State University
East Lansing, Michigan 48823

Sincerely,

William M. Ellmann
MERC Commission Member

WME/cm



A G R E E M E N T

THIS AGREEMENT made and entered into as of the 1st day of July, 1974, by and between the CITY OF ST. JOSEPH, Michigan, a Municipal corporation, hereinafter referred to as the "Employer," and LOCAL 1670 of the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, hereinafter referred to as the "Union."

W I T N E S S E T H:

ARTICLE I - PURPOSE AND INTENT

Section 1: The general purpose of this Agreement is to set forth the wages (including fringe benefits), hours and working conditions which shall prevail for the Fire Fighters covered by this Agreement for the life of this contract.

ARTICLE II - RECOGNITION

Section 1: The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining in regard to wages (including fringe benefits), hours and other terms and conditions of employment for all uniformed, regular, permanent, full-time Fire Fighters who are working in the Fire Department in the City of St. Joseph, excluding the Fire Chief and all other City employees.

ARTICLE III - EMPLOYER'S RIGHTS

Section 1: Except as restricted by the terms of this Agreement all rights to manage the affairs of the City and the Fire Department are reserved to the Employer.

Section 2: The Employer, in the course of its exercise of its sole right to manage the affairs of the City, may from time to time make reasonable rules and regulations not in conflict with this Agreement which are for the purpose of efficiency, safety and discipline.

ARTICLE IV - GRIEVANCE PROCEDURE

Section 1: It is the desire of the parties that grievances be adjusted as quickly as possible. In the event a grievance should arise, the following steps should be taken. A grievance shall be defined as any dispute regarding the meaning, interpretation or application of the terms and provisions of this Agreement.

Section 2: FIRST STEP. A Fire Fighter who believes he has a grievance shall first discuss the matter with the Fire Chief personally or accompanied by the Union representative within five (5) calendar days after the occurrence of the event upon which the grievance is based, or conditions being such that the employee should have reasonably known of the event, whichever occurs later. It shall be the objective of both parties to resolve the matter in this informal manner.

Section 3: SECOND STEP. Those grievances which have not been settled in the First Step and are to be appealed to the Second Step shall be submitted in writing to the Fire Chief within ten (10) calendar days after the occurrence of the event upon which the grievance is based or when the Fire Fighter first has knowledge of such event. Said grievance to be processed in this manner must be reduced to writing, state the facts upon which it is based, when they occurred, and be signed by the Fire Fighter who is filing the grievance or an officer of the Union when the Union is filing the grievance. The Fire Chief shall meet with the grievant and/or Union representative or representatives within five (5) calendar days after receipt of the grievance to consider the grievance. The Fire Chief shall give a written answer to the aggrieved Fire Fighter and/or Union representative or representatives within five (5) calendar days after the date of this meeting. If the answer is mutually satisfactory, the grievant shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Association and one (1) by the Fire Chief.

Section 4: THIRD STEP. If the grievance has not been settled in the Second Step and if it is to be appealed to the Third Step, the grievance and/or his Union representative or representatives shall notify the City Manager in writing within five (5) calendar days after receipt of the Fire Chief's Second Step answer of the desire to appeal. If such request is made, the grievance shall be reviewed at a meeting between the City, the grievant and/or the Union representative or representatives within ten (10) calendar days after receipt by the City Manager of the notice of desire to appeal. A written answer shall be given by the City Manager's representative within fifteen (15) calendar days after the date of the Third Step meeting.

Section 5: If the grievance has not been settled in the Third Step, the parties, or either party, may submit such grievance to arbitration provided such submission is made within ten (10) working days after receipt of the Third Step answer.

- (a) All matters submitted to arbitration shall be submitted to the American Arbitration Association in accordance with its Voluntary

Rules and Regulations, then obtaining, within the time specified above and such rules shall govern the arbitration hearing. The arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement. With respect to arbitrations involving the discipline or discharge of employees, the arbitrator shall determine if the discharge or discipline was for just cause; and he may review the penalty imposed and if he shall determine it to be inappropriate or unduly severe, he may modify it accordingly. He shall have authority in cases concerning discharge, discipline and/or other matters, if he shall so determine, to order the payment of back wages and compensation for an employee which the employee would otherwise have received (excluding overtime compensation, and less compensation, if any, earned elsewhere during the period in question, which such compensation is attributable to the discharge, suspension, or layoff period in issue, and which would not have been earned otherwise), and/or enter such other and/or further award as may be appropriate and just. His award shall be final and binding on the parties and affected employees.

Section 6: Grievances which are not appealed within the time limits specified in the above grievance procedure shall be considered to be withdrawn by the grievant and/or the Union.

Section 7: The presentation and discussions of grievances provided for in this Article shall take place outside of the regular work hours, except during the first two (2) steps of this procedure (Sections 2 and 3 of this Article) which will be held during work hours so long as all persons involved could so meet without interference with their assigned duties.

ARTICLE V - CHECK-OFF

Section 1: The Employer agrees to deduct from the wages of such Fire Fighters, in accordance with the expressed terms of a signed authorization to do so, the membership dues of the Union which include monthly dues, initiation fees and lawful assessments in amounts designated by the Union. Said deduction shall be made out of the first payroll period of each month and forwarded, within fifteen (15) days, to the Treasurer of the Local Union, P. O. Box _____, St. Joseph, Michigan.

Section 2: The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon payroll deduction authorization cards submitted by the Union to the Employer.

ARTICLE VI - SENIORITY

Section 1: Seniority shall be defined as a full-time Fire Fighter's length of continuous service with the Employer since his last hiring date. "Last hiring date" shall mean the date on which the Fire Fighter was hired and since which he has not quit, retired or been discharged for cause. No time will be deducted from a Fire Fighter's length of service due to absences occasioned by authorized leaves of absence, vacations, layoffs, sick or accident leaves. Seniority shall apply only to permanent, full-time Fire Fighters.

Section 2: All new Fire Fighters will be probationary Fire Fighters for their first one hundred eighty (180) days of work for the Employer. The purpose of the probationary period is to provide an opportunity for the Employer to determine whether a Fire Fighter has the ability and other attributes which would qualify him for regular Fire Fighter status. During the one hundred eighty (180) day probationary period, such new Fire Fighter shall be on a trial basis, shall have no seniority and may have his employment terminated without regard to his relative length of service. A new Fire Fighter who satisfactorily completes his one hundred eighty (180) day probationary period shall then have his name added to the seniority list as of the date he was employed.

Section 3: The City Manager shall establish a seniority list of all Fire Fighters and shall post it no later than March 2 and it shall remain posted on the bulletin boards of the fire stations and a copy of same shall be mailed to the Secretary of the Union. Any objections to the seniority list as posted shall be reported to the City Manager on or before April 2 of the same year or the list shall stand approved.

Section 4: A Fire Fighter's seniority will terminate:

- (a) If he quits, retires or is discharged for cause.
- (b) If, when he has been recalled to work following a layoff, he refuses or fails to return to work within ten (10) calendar days after a written notice by certified mail of such recall is sent to his last address on record with the Employer unless sick and he gives notice to the Employer of such sickness or unless circumstances beyond the Fire Fighter's control prevented him from giving such notice.

- (c) If he is absent for two (2) regularly scheduled working days without notifying a representative of the Employer within such two (2) day period of a justifiable reason for such absence, unless circumstances beyond the Fire Fighter's control prevented him from giving such notice.
- (d) If he fails to return to work immediately upon the expiration of a leave of absence or accepts employment elsewhere while on a leave of absence.
- (e) When he has been laid off due to a reduction of Fire Department personnel for a continuous period equal to the amount of the Fire Fighter's seniority at the start of such layoff or for a period of twenty-four (24) consecutive months, whichever is the lesser amount of time.

Section 5: In the event of a reduction in the number of Fire Department personnel, those Fire Fighters on probation shall be laid off first. Then those Fire Fighters with the least amount of seniority shall be laid off. Upon recall from layoff, the Fire Fighters laid off shall be the first Fire Fighters recalled. No new Fire Fighters will be hired until all Fire Fighters with seniority are recalled.

ARTICLE VII - HOURS OF WORK

Section 1: The normal work week of a Fire Fighter shall be fifty-six (56) hours per week. The work day shall be from 8:00 a.m. to 8:00 a.m.

ARTICLE VIII - WAGES

Section 1: A wage schedule setting forth the rates of pay of the various classifications shall be attached hereto and made a part of this Agreement. An employees straight time hourly rate shall be computed by dividing his annual salary by two thousand nine hundred twelve (2,912) hours. The wage schedule shall be known as "Appendix A."

Section 2: An Employee called back to work after the end of his regular work day will receive pay for not less than three (3) hours.

Section 3: Employees who, having reported for work, are required to remain on duty for a period in excess of twenty-four (24) consecutive hours or who are called back to work shall be paid at the rate of time and one-half their basic hourly rate of pay for the hours so worked in excess of said twenty-four (24) consecutive hours. The basic hourly rate will be computed on the basis of dividing the annual salary by two thousand eighty (2,080) hours.

Section 4: The Employer shall have the right to temporarily transfer employees from one job classification to another. Effective July 1, 1974, when an employee is temporarily transferred to a job classification, upon completion of a period of one (1) duty day (24 hrs.), he shall be paid an additional eight (\$8.00) Dollars for each day of such temporary transfer.

ARTICLE IX - LONGEVITY.

Section 1: All Fire Fighters will receive annual longevity pay, payable in December, on the following basis:

<u>Service</u>	<u>Annual Bonus:</u>
1 year	1/2 of 1% of annual earnings
2 years	1% of annual earnings
3 years	1-1/2% of annual earnings
4 years	2% of annual earnings
5 years	2-1/2% of annual earnings
6 years	3% of annual earnings
7 years	3-1/2% of annual earnings
8 years	4% of annual earnings
9 years	4-1/2% of annual earnings
10 years	5% of annual earnings
10 years or more and less than 15 years	5% of annual earnings
15 years or more and less than 20 years	7-1/2% of annual earnings
20 years or more	10% of annual earnings

ARTICLE X - HOSPITALIZATION AND LIFE INSURANCE

Section 1: The Employer agrees to pay the cost of the present hospitalization plan for Fire Fighters and their families.

Section 2: A life insurance policy in the amount of Five Thousand (\$5,000.00) Dollars will be provided Fire Fighters by the Employer at no cost to the Fire Fighter. Effective February 1, 1973, the Employer agrees to increase the life insurance policy to the amount of Ten Thousand (\$10,000.00) Dollars and provide for double indemnity for loss of life resulting from an on-the-job accident.

ARTICLE XI - HOLIDAYS

Section 1: All employees covered by this Agreement shall receive Holiday pay for New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, one-half (1/2) day before Christmas Day and one-half (1/2) day before New Years' Day and Good Friday.

Section 2: The pay for a holiday will be made to a Fire Fighter by paying eight (8) hours of pay times the basic hourly rate, such rate to be computed by dividing the Fire Fighter's annual salary by two thousand eighty (2,080) hours; provided he has

worked his last regularly scheduled day before and his first regularly scheduled day after the holiday unless he is excused by the Employer in writing.

- (a) If a holiday falls during a Fire Fighter's normal work day, he will not be given an extra day off but will be paid for the holiday in accordance with the above section in addition to the regular pay due the Fire Fighter for that day.

Section 3: If the Employer declares special holidays in addition to the holidays in Section 1 of this Article, the Fire Fighters will not be paid holiday pay but will be given eight (8) hours of time off from work on a work day selected by the Fire Fighter and approved by the Employer.

ARTICLE XII - VACATIONS

Section 1: Each full-time, regular Fire Fighter shall receive a vacation with pay in accordance with the following provisions:

- (a) A Fire Fighter with one (1) year or more but less than ten (10) years of service with the Employer shall be eligible for two (2) weeks (six [6] working days) of vacation with pay.
- (b) A Fire Fighter with ten (10) years or more but less than twenty (20) years of service with the Employer shall be eligible for three (3) weeks (eight [8] working days) of vacation with pay.
- (c) A Fire Fighter with twenty (20) years or more but less than thirty (30) years of service with the Employer shall be eligible for four (4) weeks (eleven [11] working days) of vacation with pay.
- (d) A Fire Fighter with thirty (30) years or more of service with the Employer shall be eligible for five (5) weeks (fourteen [14] working days) of vacation with pay.

Section 2: Two (2) weeks of vacation pay shall equal two (2) weeks of a Fire Fighter's normal work weeks at his regular, straight-time earnings as of the anniversary date from which he qualifies for vacation; three (3) weeks shall equal three (3) normal work weeks; and four (4) weeks shall equal four (4) normal work weeks.

Section 3: Vacations will be granted at such times during the year as are suitable considering both the wishes of the Fire Fighters and efficient operation of the Fire Department.

Section 4: Vacations will be taken in increments of no less than one (1) calendar week, and must be taken before the end of the calendar year after the first anniversary date of a Fire Fighter, and, thereafter, within the calendar year that the succeeding anniversary date falls. In the event that it is physically impossible to take the vacation because there are not enough duty days left in the calendar year after the first anniversary date, then the vacation may be extended into the immediate duty days falling into the following calendar year.

Section 5: Eligibility for vacation will be measured from the Fire Fighter's last date of starting to work for the Fire Department.

ARTICLE XIII - WORK STOPPAGE

Section 1: The Union agrees that, during the life of this Agreement, neither the Union, its officers nor agents will authorize, instigate, air or condone or engage in a strike, slowdown or other interference (to include picketing in uniform) with the Employer's operations. The Employer agrees that, during the same period, there shall be no lockouts.

ARTICLE XIV - FUNERAL LEAVE

Section 1: Employees who at the time have completed their probationary period shall receive the amount of pay they would have received on a regular twenty-four (24) hour straight time basis for each day necessarily lost during their normal work week, not to exceed three (3) days to make arrangements for and attend the funeral of a member of their immediate family. This payment shall not be made for any of such three (3) days on which the employee for any reason would have been absent from work. The three (3) days above referred to shall be three (3) consecutive calendar days ending with the day of the funeral and to be eligible for such pay the employee must notify the Employer as soon as possible of the necessity for such absence, must attend the funeral and, if requested by the Employer, must present proof of death.

- (a) Immediate family is to be defined as: mother, father, wife, husband, children, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandmother and grandfather, or other unspecified relatives if they live in the employee's household.

ARTICLE XV - INJURY LEAVE

Section 1: Whenever, a Fire Fighter is incapacitated other than permanently incapacitated as a result of an injury resulting from his work while on duty as a result of his employment with the Employer,

he shall be entitled to his regular pay during the period he is unable to perform his work or until such time as he retires, less any workmen's compensation payments, provided that as a condition of such payment the employee shall perform any meaningful work that is available with the Employer that he is able to perform.

ARTICLE XVI - SICK LEAVE

Section 1: Fire Fighters shall accumulate sick leave at the rate of twenty-four (24) hours per month for each completed month of service. Unused sick leave shall accumulate from year to year on an unlimited basis.

- (a) When a Fire Fighter is entitled to sick leave, a Fire Fighter shall be paid sick leave on the basis of twenty-four (24) hours for every twenty-four (24) hour duty day missed while on sick leave;
- (b) Absences for a fraction or part of a day that are chargeable to sick leave in accordance with these provisions shall be charged proportionately in an amount not smaller than twelve (12) hours;
- (c) Sick leave shall be retroactive to July 1, 1971. Such sick leave accumulation shall be computed on the basis of twenty-four (24) hours per month, minus sick leave used since July 1, 1971.
- (d) Upon death or retirement an employee shall be entitled to payment at the rate of fifty (50%) percent of his straight time hourly rate for up to sixty (60) days of accumulated unused sick leave that has been accumulated since July 1, 1971.

Section 2: The Employer may require a medical certificate to justify the granting of sick leave.

ARTICLE XVII - GENERAL

Section 1: The Employer shall supply Fire Fighters with dress uniforms, fireman coats and boots as needed. Additionally, effective July 1, 1973, the Employer shall provide each Fire Fighter with three (3) sets of uniforms to be worn only while on duty. The uniforms shall be replaced as needed, but not more frequently than once each year.

Section 2: In the event that any provision of this Agreement shall at any time be declared invalid by any Court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

ARTICLE XVIII - DURATION

This Agreement shall become effective on the 1st day of July, 1974, and shall remain in full force and effect to and including the 30th day of June, 1976, except that after June 30, 1975 the contract may be modified and amended as to wages as set forth in Appendix A upon request of either party. The party desiring the change or modification in wages must notify the other party to this Agreement in writing not less than sixty (60) days prior to June 30, 1975. This Agreement shall be extended on the 30th day of June, 1976, and shall continue in full force and effect from year to year thereafter unless either party to this Agreement desires to change or modify any of the terms or provisions of the Agreement. The party desiring the change or modifications must notify the other party to this Agreement in writing not less than sixty (60) days prior to the expiration date of this Agreement, or not less than sixty (60) days prior to any subsequent anniversary date hereof. Should either party to this Agreement service such notice upon the other party, a joint conference of the Employer and the Union shall commence not later than thirty (30) days prior to the expiration date in the year in which the notice is given.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of 21 day of August, 1974.

LOCAL 1670, INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS

CITY OF ST. JOSEPH

Elmer Schadle
President

Warren Lyon
Vice-President

Terry McNeil
Secretary

Gerald W. Hessler
GERALD W. HEPPLER, City Manager

A G R E E M E N T

THIS AGREEMENT made and entered into as of the 1st day of July, 1975, by and between the CITY OF ST. JOSEPH, Michigan, a Municipal corporation, hereinafter referred to as the "Employer," and LOCAL 1670 of the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, hereinafter referred to as the "Union."

WHEREAS, the Employer and the Union entered into a Collective Bargaining Agreement, which by its terms is effective on the 1st day of July, 1974 and expires on the 30th day of June, 1976, and

WHEREAS, pursuant to Article XVIII - Duration of such Collective Bargaining Agreement, the parties retained the right to modify, effective the 30th day of June, 1975, the wage rates set forth in Appendix A, and

WHEREAS, the parties have agreed to modify the wage rates as set forth in Appendix A.

NOW THEREFORE, it is agreed that the wage rates as set forth in Appendix A for the contract year 1975-1976 be amended to read as follows:

	<u>1975-1976</u>	
Fire Fighters	Start	\$10,524.54
	6 months	10,823.28
	1 year	11,137.10
	18 months	11,451.70
	2 years	11,770.20
Fire Lieutenant		13,022.10
Fire Captain		13,973.96 - 13,059.02

Effective the beginning of the first pay period in January, 1976, the salary for each job classification covered by this Agreement shall be subject to an upward adjustment. The maximum salary and the longevity payment based upon the average years of service of employees in each classification covered by this Agreement shall be determined and then compared with the average obtained in comparable classifications in twelve (12) cities. The calculations shall be made in

the same manner as used in calculating the June 23, 1975 "Firefighters Wage Survey on 12 Cities by Population." The average shall be determined by calculating, for each city, the maximum salary in effect and longevity payment that would be payable based upon the average years of service of employees in the classification employed by the City of St. Joseph. The maximum salary and longevity schedule shall be based upon the benefits scheduled to go into effect on or before January 1, 1976. Cities involved in an Act 312 Arbitration Proceeding for which a final award is not issued by December 15, 1975, the Cities final offer will be used for the purposes of calculating the average, referred to above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of 15th day of July, 1975.

LOCAL 1670, INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS

CITY OF ST. JOSEPH

Elmer Schaller
Gen. Local 1670

Gerald W. Hepler
GERALD W. HEPPLER,
City Manager

Robert P. Machalleck
ROBERT P. MACHALLECK
Purchasing Agent