

OCT. 1, 1973 - SEPT 30, 1976
FERNDALE FIRE FIGHTERS ASSOCIATION, LOCAL 812

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Ferndale

City of Ferndale
300 East 9 Mile Rd.
Ferndale, Mich.
48220

AGREEMENT

THIS AGREEMENT, entered this _____ day of _____, A.D., 1973, by and between the CITY OF FERNDALE, a municipal corporation, hereinafter referred to as "City", and the FERNDALE FIRE FIGHTERS ASSOCIATION, LOCAL 812, affiliated with Michigan State Fire Fighters Association, and the International Association of Fire Fighters and AFL-CIO, hereinafter referred to as the "Association."

PURPOSE AND INTENT: The general purpose of this Agreement is to set forth the terms and conditions of employment, and to promote the orderly and peaceful resolutions of any dispute arising in this essential public service between the Fire Department employees and the City, for the mutual interests of the City, the employees, the Association, and the Citizens of the City of Ferndale.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements hereinafter contained, IT IS AGREED:

DEFINITIONS

For purposes of this Agreement, definitions shall be as follows:

"Employees" shall mean only employees of the Fire Department of the City of Ferndale below the rank of Assistant Chief.

A "Permanent Employee" shall be an employee who has completed his probationary period and has been certified by the Fire Chief and the Civil Service Board for status as a permanent employee.

"Committeemen", "Committee" shall mean the Collective Bargaining Committee of Ferndale Fire Fighters Association Local 812.

"City" shall mean the City of Ferndale, Oakland County, Michigan.

"Association" shall mean the Ferndale Fire Fighters Association, Local 812, affiliated with the Michigan State Fire Fighters Association, and the International Association of Fire Fighters and AFL-CIO.

"Management" shall mean the Chief of the Fire Department and such other members of the City administrative staff, as designated by the City Commission.

"Seniority" shall mean that which shall accrue to permanent full-time employees and shall be based upon total continuous service within the City. Approved leaves of absence without pay and lay-offs shall not be cause for loss of seniority; provided, however, such laid-off employees or employees on leave without pay shall not accrue seniority during the actual period of lay-off or leave.

"Department" shall mean the Fire Department of the City of Ferndale, Michigan.

ARTICLE I - RECOGNITION AND BARGAINING UNIT

Section 1. (a) The City, pursuant to the authority of Act 336 of the Public Acts of 1947 as Amended up to and including Public Act 379 of 1965, hereby recognizes the Association as the sole and exclusive collective bargaining agency for all its Fire Department employees, excluding the Fire Chief, Assistant Chief, and auxiliary fire personnel in the matter of wages, hours of work, and other conditions of employment.

(b) The Employer will not aid, promote or finance any labor group or organization which proports to engage in collective bargaining or make any agreement with any other such group or organization.

ARTICLE II - REPRESENTATION

Section 1. (a) The Employees shall be represented by a Committee of three members selected by the Association and such other outside assistance as the Association deems is necessary, not to exceed two in number.

(b) Promptly following the effective date of this Agreement, the Association and the City shall provide to each other a written list of the names and titles of their respective representatives and will, from time to time, provide notice of any changes thereto.

Section 2. (a) No Discrimination: There shall be no discrimination against any employee because of his membership in the Association, or because of his acting as an officer or in any other capacity in behalf of the Association.

(b) The City and/or the Association shall not discriminate against any employee, because of age, sex, race, nationality, religious or political belief, or for Association activity.

ARTICLE III - JOINT RESPONSIBILITIES

Section 1. (a) There shall be no picketing, strikes, concerted failure to report for work, by either feigned or pretense of illness, slowdowns, sitdowns, stay-ins, or stoppages of work, or any lockouts, during the term of this Agreement.

(b) While this Agreement is in effect, there shall be no interruption of fire protection service to the public or any other curtailment. In the event of such interruption or curtailment, the Association shall immediately instruct the involved employees in writing that their conduct is in violation of the agreement and that they may be disciplined up to and including discharge and instruct all persons to immediately cease defending conduct. The City reserves the right to utilize all legal remedies available under law against the Association for any illegal activity under this contract.

Section 2. Prior to and during the negotiation of this agreement each party made certain proposals to the other. Each party hereto agrees that it has withdrawn all proposals made to the other that are not incorporated in or covered by this agreement, in whole or in part. The withdrawal of those proposals, in whole or in part, is as much a consideration for this agreement as is the incorporation therein of matters agreed on. Each party hereto hereby waives any right to require the other to bargain on the subject matter of those proposals, or on any similar proposals or on any other matter that might have been included in or covered by this agreement, but was not. It is the intention of the parties that this agreement during its term shall cover all arrangements between the parties concerning wages, hours, and conditions of employment that are to be in effect during the term and that nothing shall be added to the agreement or subtracted from it by amendment, supplemental agreement or otherwise, unless by mutual agreement the parties negotiate and agree upon supplemental items, such agreements shall be attached to and made a part of this agreement.

Section 3. (a) The City will not lock out any employees during the term of this Agreement.

(b) The City shall not interfere with, restrain, or coerce employees either to join or refrain from joining the Association.

(c) The Association shall not force or use the threat of force on an employee either to join or refrain from joining the Association.

Section 4. The City shall have the right to discipline up to and including discharge, any employee who instigates, participates in, or gives leadership to any activity herein prohibited, subject to the provisions of the grievance procedures.

Section 5. Any agreement reached herein shall in no case supersede or take precedence over the City Charter of the City of Ferndale or the Rules and Regulations of the City of Ferndale Fire Department now in effect and not in conflict with the provisions of this agreement, governing the operation of the Fire Department and the employees thereof.

ARTICLE IV - UNION DUES & INITIATION FEES

Section 1. Payment by check-off - effective the second pay period following the signing of the agreement. Employees who are members of the Ferndale Fire Fighters Association, Local 812, shall tender the initiation fee and monthly membership dues by signing the Authorization for Check-Off of Dues Form, said forms to be provided by the Association.

Check-Off Form: During the life of this Agreement and in accordance with the terms of the form of Authorization of Check Off of dues levied in accordance with the Constitution and By-Laws of the Association from the pay of each employee who executes the following:

"Authorization for Check-Off of Dues" form:

FERNDALE FIRE FIGHTERS ASSOCIATION
LOCAL 812

AUTHORIZATION FOR PAYROLL DEDUCTION

By: _____
(Please print) LAST NAME FIRST NAME MIDDLE NAME

To: _____
EMPLOYER

Effective _____ I hereby request and authorize you to
(date)
deduct from my earnings the current initiation fee being charged by Ferndale Fire Fighters Association, Local No. 812 and effective the same date to deduct from my earnings each _____ a sufficient amount to
(Payroll period)
provide for the regular payment of the current rate of monthly Association dues, as certified by the Association. The amount deducted shall be paid to the treasurer of the Association of Local 812. This authorization shall remain in effect unless terminated by me by written notice, to the Association and Employer within thirty (30) days immediately preceding the termination date of the existing Agreement, or termination of my employment.

(This space reserved for additional information when required.)

Employee's Signature

Street Address

City and State

ARTICLE V - SENIORITY

Section 1. A new employee shall be a probationary employee without seniority until he has been employed and actively at work for one (1) year at the end of which period he shall be entered on the department seniority list as of the first day of his employment. A probationary employee may be laid off or terminated at the discretion of the Fire Chief without recourse to the grievance procedure. An employee laid off or terminated during his probationary period and re-hired within six (6) months following his last day of work will be considered to be completing the probationary period which he has previously started. An employee who completes his probationary period in this manner, shall be credited with one (1) year's seniority retroactively from the day he completes his probationary period for the purpose of determining his date of employment and position on the department seniority list. An employee rehired after six (6) months will be considered as a new employee and will begin a new probationary period.

Section 2. Seniority shall accrue to permanent full-time employees and shall be based upon total continuous service with the City. Approved leaves of absence without pay and layoffs shall not be cause for loss of seniority; provided, however, such laid-off employees or employees on leave without pay (except military leave), shall not accrue seniority during the actual period of layoff or leave.

Each employee, upon the completion of his probationary period, shall be placed on the seniority list as provided in paragraph above.

Seniority (employment) shall terminate if an employee:

1. Resigns or retires.
2. If discharged for just cause.
3. If he is laid off for a period equal to his seniority at the time of layoff or three (3) years, whichever is lesser.
4. Separation upon settlement covering total disability.

When there is an indefinite reduction of the working forces, the following procedure shall govern in making layoffs: (*Nothing herein shall prevent the Association and the City from negotiating reduced work schedules to curtail layoffs.)

- (a) Probationary employees shall be laid off next, in any order.
- (b) If additional layoffs are necessary, seniority employees shall be laid off in the order of their seniority, with employee having the least amount of service being laid off first.

Recalls from layoff shall be by order of seniority provided the employee is able to perform the work required.

- (a) Employees on the seniority list when recalled to work shall be given ten (10) calendar days advance notice in which to report for work. Recalls shall be made by certified mail. Copy of notices shall be given to the Committee.
- (b) If any employee fails to report within five (5) calendar days after being notified, and fails to give a satisfactory explanation for not reporting, he will be considered as having voluntarily quit.

When employees are called to work or laid off, the Committee shall be given the names and order of calling or laying off.

Employees shall notify the City of their proper post office address or change of address. The City shall be entitled to rely upon the address shown upon its records for all purposes.

Any employee who is promoted or transferred out of the bargaining unit but who continues as an employee of the City shall retain his department seniority in the event he is returned by the City to the unit. This shall apply to future promotions or transfers.

A current seniority list will be maintained by the employer. A copy of the seniority list will be furnished to the local Association Committee.

Seniority rights shall commence from the first day the employee is placed on probationary status as an employee. However, seniority will not be credited to the employee until he completes the required probationary period (1 year).

ARTICLE VI - GENERAL PROVISIONS

Section 1. The cost of the printing and distribution of this Agreement shall be shared equally by the parties.

Section 2. This Agreement shall supercede all prior Agreements, and incorporate all provisions negotiated and agreed upon.

Section 3. Any employee that either does, or may, as a part of his employment, operate a City-owned motor vehicle must provide proof of a valid Michigan operator's license to his Supervisor. Any change in such status must be reported immediately to the Supervisor. Failure to provide proof or report a status change may result in discipline, including discharge.

Section 4. The leaves provided for in this Agreement may be temporarily suspended during any period of emergency declared by the City.

Section 5. The Fire Chief may authorize in-service training programs with pay, for employees to take schooling in the interests of the City.

Section 6. When any seniority employee is required to serve on a jury, or is subpoenaed as a witness, he will be excused from his regular duties on the days he is required to and does appear in court, except that on such days the employee will be required to work all scheduled hours during which his attendance in court is not necessary. The City will pay such employee for time actually lost from his scheduled work hours less his jury or other fees received for such days.

Section 7. The City agrees to furnish a bulletin board at each Station for the use of the Association. The Association agrees to maintain it in good repair. The bulletin board is to be used only for notices of Association meetings, Association elections and results, and social functions in connection with the Local Association. Any other notices the Association desires to post must be approved by the Fire Chief before being posted. The Association shall designate a person who shall be responsible for all notices posted on the board and notify the City of the name of such designee.

Section 8. (a) The City agrees to maintain sanitary, safe and healthful station quarters and safe equipment.

(b) The City will maintain adequate and suitable first aid facilities.

(c) Employees covered hereby, in the performance of thier jobs, shall at all times use safety divices and protective equipment which may be firnished to them hereunder and will comply with the safety, sanitary and fire regulations issued by the City.

Section 9. (a) Checks may be issued in advance only with the approval of the Department head.

(b) Requests for vacation payroll advances must be approved by the Department head.

Section 10. All injuries, no matter how slight, must be reported the day the injury occurs, either to the employer, immediate supervisor or department head. In the case of compensable injuries, an employee is required to go to doctors designated by the City or its insurance carrier.

Section 11. Prescription eye glasses (including contact lenses) damaged or destroyed while the employee is performing assigned duty (in the line of duty) and reported the day damage or destruction occurred, will be repaired or replaced at City expense. This does not include any expense incurred by employee for re-examination of eyes to determine propriety of prescription.

Section 12. (a) The following items of equipment shall be furnished by the City and remain under its ownership:

Fire Fighter's helmets

head liners

rubber boots

rubber coat

gloves

badge - uniform cap

badge - uniform shirt (if worn)

night pants & night boots

spanner belt

spanner wrench

Department Rules & Regulations Book

Drill Manual

(b) Employee shall, at completion of his probationary period be issued the Departmental dress uniform. Replacements of prescribed dress uniforms shall be furnished by the City. The City shall furnish three (3) pair fatigue pants and three (3) fatigue shirts per year for each employee. The City shall reserve the privilege of reissuing any dress uniform if, for any reason, it is returned to the Department.

ARTICLE VII - MANAGEMENT RESPONSIBILITY

Section 1. (a) It is recognized that the management of the Department, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the City. Other rights and responsibilities belonging solely to the City are hereby recognized, prominent among which but by no means wholly inclusive are: the rights to decide the number and location of its facilities, stations, etc., work functions to be performed, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials, and the right to purchase services of others, contract or otherwise, to enter mutual aid pacts with other communities, and expressly reserves the right to establish and maintain Rules and Regulations governing the operation of the Fire Department and the employees therein, providing that such Rules and Regulations are not in conflict with this agreement.

(b) It is further recognized that the responsibility for the management of the Department, the selection and direction of the working forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer, in accordance with Civil Service rules and regulations, to relieve employees from duty because of lack of work or for other legitimate and reasonable reasons is vested exclusively in the City.

ARTICLE VIII - GRIEVANCE PROCEDURE

Section 1. Should a difference arise between the City and the Association or individual employee as to the meaning or application of this agreement, it shall be settled in accordance with the grievance procedure set forth below:

STEP 1 Any employee having a grievance shall first take up the matter with his immediate supervisor or other designated supervisor as the case may be. If not settled, it shall be discussed with the committeeman and shall be reduced to writing and signed by grievant. Any grievance not

submitted in writing within five (5) calendar days (excluding Saturdays and Sundays and holidays) of its occurrence shall be considered automatically closed.

STEP 2 The written grievance shall be discussed between the committeeman and the Assistant Chief or, in his absence, follow STEP 3. The Assistant Chief shall give his written decision within five (5) calendar days (excluding Saturdays, Sundays and holidays) of receipt of the written grievance.

STEP 3 In the event the grievance is not settled in STEP 2, a written greivance shall be made to the Fire Chief. The decision of the Fire Chief shall be given in writing within ten (10) calendar days (excluding Saturdays, Sundays and holidays) at the end of the meeting, unless the time is extended by mutual agreement. The Chief in his response shall indicate whether the grievance is economic or non-economic.

STEP 4 If the grievance is an economic grievance, the grievance shall be submitted to the City Manager by the Secretary or the President of the local Association. If the grievance is not so submitted within five (5) days (excluding Saturdays, Sundays, and holidays), it will be considered closed on the basis of the last disposition.

The City Manager will set a time and place for a meeting on the grievance with the aggrieved party and representative of the Association.

The City Manager will submit within twenty (20) calendar days his decision in writing to the local Association.

Appeal of the City Manager's decision on a grievance submitted by an employee must be appealed to arbitration within ten (10) calendar days from date of decision.

Appeal of the Fire Chief's decision on a non-economic grievance submitted by an employee must be appealed to arbitration within ten (10) calendar days from date of decision.

STEP 5 Arbitration: Any unresolved grievance which involves the interpretation, application or enforcement of any specific Article and Section of this Agreement or any written supplementary agreement and which has been fully processed through the grievance procedure, may be submitted by either party within ten (10) days (excluding Saturdays, Sundays, and holidays) to final and binding Arbitration. The party seeking arbitration shall contact the American Arbitration Association. The procedure for selection of the Arbitrator and the conduct of the proceedings shall be in accord with the voluntary

rules of the American Arbitration Association.

1. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of this Agreement and he shall be without power and authority to make any decision:
 - a. Contrary to, or inconsistent with, or modifying, varying, adding to or subtracting from in any way, the terms of this Agreement.
 - b. Concerning the discipline or discharge of employees for engaging in a strike, slowdown or stoppage of work who exercises his right under Section 6 of Act 336 as amended by Act 379 of the Public Acts of 1965, except that the Arbitrator shall have the right to examine as to whether the employee did or did not participate in the questioned activity. However, if the employee pursues his rights under the law, this provision shall not be applicable, and vice versa.
2. There shall be no appeal from the arbitrator's decision, if made in accordance with his jurisdiction and authority under this agreement. The arbitrator's decision shall be final and binding on the City, on the employee or employees, and on the Union. The arbitrator shall submit his decisions in writing, within thirty (30) days after conclusion of hearings.
3. The expense of the arbitrator shall be shared equally by the parties. The aggrieved and his local representative shall not lose pay for time off the job while attending the arbitration proceedings.
4. Except as provided herein by letter or agreement between the parties, the parties understand and agree that in making this contract they have resolved for its term all bargaining issues which were or which could have made the subject of discussion. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation or

application of the matters which are specifically covered in this Agreement and any supplemental agreements which are or may become part of this agreement and which are not excluded from arbitration.

Section 2. Any grievance not appealed from a decision in one of the steps of the above procedure to the next step as prescribed shall be considered dropped. The City shall be authorized by this procedure to file grievance against the Association.

Section 3. Authorized committeemen shall be paid for time lost during working hours in attending grievance meetings with City representatives. A member of the committee will be permitted to leave his job, upon request, and after receiving approval by his supervisor, for the purpose of investigating a grievance within the Fire Department. Such committeeman shall report to his supervisor upon completion of his investigation. Whenever possible, grievance investigation shall be handled after 5:00 p.m.

Section 4. Any complaints involving discharge or disciplinary action must be filed in writing within two (2) consecutive calendar days, (excluding Saturdays, Sundays and holidays) and the Fire Chief shall render a decision within two (2) consecutive calendar days, (excluding Saturdays, Sundays and holidays) of its receipt. The Committee of the Association shall be notified in writing of any discharge or disciplinary action involving suspension from duty.

Section 5. Any employee who is reinstated after discharge and/or disciplinary layoff shall be returned to the same work, if available, or work of a similar class at the same rate of pay, or as may be determined by the Civil Service Board, as the case may be.

Section 6. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate, less any compensation he may have received during the employees scheduled duty hours from any source of employment during the period in question.

Section 7. All layoff and recall notices and notice of disciplinary and discharge action taken and the reasons therefore shall be in writing.

Section 8. A written memorandum of understanding reached between the Fire Chief and committee is binding on all workers affected and cannot be changed by any individual during the term of this Agreement.

Section 9. In the event there are grievances or other matters to be considered, at the request of the Committee, a meeting between the committee and the Fire Chief shall be held when mutually agreed upon.

ARTICLE IX - LEAVES OF ABSENCE

Section 1. Except as otherwise provided, a leave of absence without pay may be granted to a full-time permanent employee for a period not to exceed one (1) year, provided that said employee had filed a written application with the Civil Service Board. No leave of absence shall be granted to any employee with less than six (6) months' service or within ninety (90) days from reinstatement on return from layoff.

Upon expiration of the leave, the employee shall be reinstated to the position held before the leave was granted.

The Civil Service Board shall review each written request for leave and such leave shall be granted only when it will not result in undue prejudice to the interest of the City as an employer beyond any benefits to be realized. No leave will be granted for the purpose of permitting employment with another employer or to be self-employed.

Section 2. Military leaves - - Leaves of absence without pay shall be granted to any full-time regular employee who is inducted into or volunteers in the Armed Forces of the United States for training or service. Said leave of absence shall be for the duration of such time required for such purpose, and for a longer period following the period of actual service, to be decided by the Civil Service Board. Upon termination of such service or at any time during the period decided by the Civil Service Board following such service, the employee shall have the right to return to his position, provided the position still exists and the employee is still otherwise qualified. If the employee is unable to return to the position within ninety (90) days following discharge, it shall be within the discretion of the Civil Service Board as to the length of time the position shall be held open for him. Such employee shall not suffer any loss of seniority or demotion of any kind whatsoever. Vacancies resulting from military service leaves granted shall be filled only on a temporary basis.

Section 3. No member of the Division shall be absent from duty, other than regular leaves, furloughs, or sick leave, without a leave of absence from the Chief. Requests for leaves of absence other than regular leaves and furloughs shall be limited to the following causes:

- a. Sickmess or injury to a member which will prevent his performance of the duties of his office.
- b. Leave to attend a fire college or other schools of instruction of benefit to the Division.
- c. Death or serious illness in his immediate family.

In the absence of the Chief the company officer shall have the authority to grant leaves for the above mentioned reasons.

1. In all other cases, when requesting leave, a member shall arrange to have his position filled by a member of the off-duty company.

2. A man's immediate family shall be considered as follows:

- a. His wife, children, father, mother, brother, sister, grandchildren and grandparents.
- b. His wife's father, mother, brother, sister, grandparents or other relatives living in the same household.

Leave of absence for this cause shall not exceed five (5) calendar days with pay.

Section 4. (a) Absence without Leave - Any absence of an employee from duty including any absence for any single day or part of a work day that is not authorized by a specific grant of leave of absence under the provisions of these rules, shall be deemed to be an absence without leave. Any such absence shall be without pay and may be subject to disciplinary action. In the absence of such disciplinary action, an employee who absents himself for three (3) consecutive calendar days without leave shall be deemed to have resigned. Such absence may be reconciled by a subsequent grant of leave, if the conditions warrant.

(b) If, for some legitimate reason, employee is unable to report for work at the established time set by the City for his particular shift to begin, the supervisor on duty shall be notified at least 30 minutes beforehand. Failure to do so may result in disciplinary action up to and including discharge.

(c) If an employee gives a false reason to obtain a leave he shall be subject to disciplinary action up to and including discharge.

ARTICLE X - HOURS OF WORK

Section 1. Governed by City of Ferndale Charter, Chapter XX, Section 5 C (a) as Amended, effective date July 1, 1961, and pertinent State Statutes. Employees shall be regular in their attendance and observe the working hours established by the department regulations. Regulations pertaining to tardiness are established by the department manuals or policies.

Section 2. The City will pay a minimum of two (2) hours overtime at one and one-half the employee's hourly rate (based upon 2912 hours) for any call-back time authorized by the officer in charge.

ARTICLE XI - ECONOMIC PROVISIONS

Section 1. (a) The following wage and salary schedule shall be as follows:
Effective October 1, 1973, through September 30, 1974

	<u>Start</u>	<u>6 Mos.</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
Firefighter	\$11,100	\$11,650	\$12,230	\$13,200	\$14,250
Fire Engineer	14,678				
Fire Sergeant	15,293	15,675			
Inspector	15,630	16,021	16,421	17,243	
Fire Lieutenant	16,822	17,243			
Fire Captain	18,504	18,967			

Effective October 1, 1974, through September 30, 1975

	<u>Start</u>	<u>6 Mos.</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
Firefighter	\$11,650	\$12,233	\$12,845	\$13,900	\$15,000
Fire Engineer	15,525				
Fire Sergeant	16,098	16,500			
Inspector	16,490	16,902	17,325	18,191	
Fire Lieutenant	17,707	18,150			
Fire Captain	19,478	19,965			

Effective October 1, 1975, through September 30, 1976

	<u>Start</u>	<u>6 Mos.</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
Firefighter	\$12,200	\$12,810	\$13,450	\$14,500	\$15,750
Fire Engineer	16,301				
Fire Sergeant	16,902	17,325			
Inspector	17,353	17,787	18,232	19,144	
Fire Lieutenant	18,593	19,058			
Fire Captain	20,453	20,964			

Section 2. All matters pertaining to retirement provisos for members of the department shall be as stipulated in the Ferndale Police and Firemen Retirement System, Charter Amendment, approved by election of 3/19/68.

Also see Article XII, Sec. 1 (b) and Article XVI, Sec. 1 of this Agreement.

Section 3. Effective October 1, 1974, the employees under this Agreement shall be covered by a Cost-of-Living Allowance as set forth below:

(a) The Cost-of-Living Allowance shall be added to each employee's straight time hourly rate and will be adjusted up or down each three (3) months in line with the Cost-of-Living Allowance determined in accordance with changes in the Official Consumers Price Index for the National Urban Wage Earners and Clerical Workers (including single workers) published by the Bureau of Labor Statistics, United States Department of Labor (1967 = 100) and hereinafter referred to as the BLS Consumer Price Index.

(b) Effective with the first pay period beginning with October 1974, and thereafter during the period of this Agreement, adjustments in the Cost-of-Living Allowance shall be made quarterly at the following times:

<u>Effective Date of Adjustments</u>	<u>Based Upon</u>
First pay period beginning on or after the official release of the Consumer Price Index information for the month of October 1974, and at quarterly intervals thereafter during this Agreement.	BLS Consumer Price Index as of July 1974, and at quarterly intervals thereafter. (For example, the difference between the July and October CPI.)

(c) In no event will a decline in the BLS Consumer Price Index, below the July 1974 Index, provide the basis for a reduction in the wage rate.

(d) The amount of the Cost-of-Living Allowance shall be in accordance with the Index Table on the basis of a 1¢ per hour adjustment for each 0.5 change in the Index with a maximum of ten (10¢) cents per hour increase for each of the two years (October 1974 - September 1975 and October 1975 - September 1976) of this Agreement

(e) In the event the Bureau of Labor Statistics does not issue the Consumer Price Index on or before the beginning of any pay period referred to above, any adjustments required will be made at the beginning of the first pay period after receipt of the Index.

(f) No adjustments, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures of the BLS Consumer Price Index for any base month.

(g) The parties to this Agreement agree that the continuance of the Cost-of-Living Allowance is dependent upon the availability of the monthly BLS Consumer Price Index in its present form and calculated on the same basis as the Index for July and October 1974, unless otherwise agreed to by the parties.

ARTICLE XII - LONGEVITY PAY

Section 1. (a) All employees covered by this Agreement having completed five or more years of continuous service shall be eligible to receive longevity pay. Longevity pay will be based upon the length of service each employee has accumulated as of December 1st each year and the longevity percentage will be applied to the base pay (excluding overtime and holiday pay) the employee is receiving on the day longevity is earned, which is December 1st of each year.

The longevity percentages are as follows:

- (1) Two (2) percent after completion of five (5) years of service.
- (2) Four (4) percent after completion of ten (10) years of service.
- (3) Six (6) percent after completion of fifteen (15) years of service.
- (4) Eight (8) percent after completion of twenty (20) years of service.

(b) During the Agreement year in which an employee retires under one of the City's retirement plans, the employee shall be entitled to receive, at the time of the annual payment of longevity, a pro-rated portion of the longevity pay based upon days worked (excluding overtime and holiday pay).

(c) All longevity compensation is subject to deduction for income tax and retirement benefits.

ARTICLE XIII - HOSPITALIZATION & GROUP INSURANCE

Section 1. (a) Each employee and retiree will be provided with Blue Cross-Blue Shield hospitalization insurance, or the equivalent of such insurance, under the family plan of the Michigan Hospital and Michigan Medical Services, known as comprehensive hospital and MM-4 plan. In the event of a proposed change of the insurance carrier, the Association shall be notified and consulted not less than 60 days prior to change.

(b) Effective October 1, 1973, each employee will be provided with hospital and medical insurance for the employee and family members. Such hospital insurance shall include a Two Dollar (\$2.00) deductible prescription rider and the MM-4 rider.

Section 2. (a) Effective October 1, 1973, each permanent employee and retiree will be provided with a Group Life Insurance policy having a face value of Fourteen Thousand Dollars (\$14,000.00) which shall be reduced to Two-Thousand Dollars (\$2,000.00) upon retirement. The City shall pay the employees' share of the premiums. Employees covered by this Agreement may, if they so desire, sign an authorization card and be provided with an additional Four-Thousand Dollars (\$4,000.00) of life insurance value to be paid at their own expense by payroll deduction. This additional insurance shall take effect only after receipt of the signed authorization card by the employee covered by this Agreement.

(b) Effective October 1, 1974, the City will increase the Group Life Insurance policy to Seventeen Thousand Dollars (\$17,000.00). The employees may, if they so desire, sign an authorization card, and be provided with an additional Four-Thousand Dollars (\$4,000.00) of life insurance value to be paid at their own expense by payroll deduction.

(c) Effective October 1, 1975, the City will increase the Group Life Insurance policy to Twenty-Thousand Dollars (\$20,000.00). The employees may, if they so desire, sign an authorization card, and be provided with an additional Four-Thousand Dollars (\$4,000.00) of life insurance value to be paid at their own expense by payroll deduction.

Section 3. All claims shall be filed through the Personnel Office. The employee is responsible for notifying that office of any change in the number of his dependents.

ARTICLE XIV - SICK LEAVE

Section 1. (a) Sick leave shall be taken only in cases of actual sickness or disability of an employee.

(b) Sick leave will be accrued and credited on the basis of twelve (12) hours per calendar month of employment for 56-hour employees and eight (8) hours per calendar month of employment for 40-hour employees.

- (1) Sick leave for all employees will be charged hour for hour with a minimum of two (2) hours charged.
- (2) Sick leave may be accumulated by each employee into a sick leave bank. This bank shall not exceed the following maximum limits:

Effective January 1, 1972, the "bank" or accumulation shall not exceed seven-hundred twenty (720) hours per year (60 twelve-hour days).

(c) The sick leave control program shall be applicable to all permanent employees providing for proportionate payment of unused sick leave in any contract year, subject to the following conditions:

- (1) In order to qualify for a sick leave proportionate payment, an employee must have sixty (60) days (720 hours) of accumulated sick leave as of the first day of the contract year in which the payment is to be made.
- (2) Employees having the prescribed minimum accumulation of sick leave shall be paid 100 percent of unused sick leave in excess of nine (9) days (108 hours) earned during the 1974 contract year and shall be paid 100 percent of unused sick leave in excess of six (6) days (72 hours) earned during 1975 contract year; a payment to be made in each contract year as so stated.

Sick leave payments for the forty (40) hour employees to be made according to the same schedule on the basis of an eight (8) hour day. To determine the hourly rate for the payment of this type of sick leave, the provisions of Section 3 (b) of this Article shall apply.

- (3) Employees qualified to receive this payment will receive their pro-rated portion in the event of termination as a result of voluntary resignation, retirement, or death and this payment shall be computed as of the closing of the last pay period of the contract year in which this sick leave was earned.

This proposal for the payment of any unused sick leave is on the basis of the qualification that the sick leave provisions now set forth in the City Charter can be amended by collective bargaining as so determined by a Court of Final Jurisdiction.

Section 2. In the event an employee has used up all the time in his sick bank, he may, upon recommendation of the Fire Chief and approval of the Ferndale City Commission, be given an extension, provided he is a permanent, full-time employee. Said extension shall be evaluated in light of the employee's past sick leave record. The Fire Chief will make a recommendation to the City Commission indicating approval of the extension and the recommended length of the extension within the established limits based upon the employee's length of service.

If the Fire Chief disapproves the extension, no future action is required, unless the employee appeals to the City Commission. At this point a written recommendation disapproving the extension will be necessary. The granting of a sick leave extension is a permissive action on the part of the City Commission and is not mandatory.

The following schedule shall be used in granting extensions to employees, after they have used up all the sick leave in their bank.

<u>Service as a Full-time Employee</u>	<u>Maximum Extension</u>
1 year to less than 5 years	20 working days *
5 years to less than 8 years	30 working days
8 years to less than 12 years	45 working days
12 years to less than 20 years	60 working days
20 years or more	90 working days

(*Firefighter's 24 hour "day" is considered two Working Days)

Section 3. (a) Upon retirement or resignation in good faith and standing an employee will be paid one-half (1/2) of the amount he has credited in his sick leave bank, not to exceed thirty (30) days, (360 hours).

(b) The hourly rate for payment of unused sick leave, shall be computed by dividing the employee's yearly salary by 2912 hours (56 hours per week - 52 weeks per year) and by 2080 hours (40 hours per week - 52 weeks per year) for the 8-hour per day employee.

(c) If any employee is absent from work due to sickness prior to the start of his previously scheduled vacation period and continues ill during his vacation period, the time that he is sick during his vacation period will be charged to sick time and the vacation period rescheduled. Any sickness occurring after a vacation period has started will not be charged to sick time but will be charged to vacation time up to the extent of the previously arranged vacation period.

Section 4. (a) A certification from a physician of the City's choosing may be required by the department head as evidence of illness or disability exceeding two (2) work days, before compensation for the period of illness or disability is allowed. Any question on the authorization of payment or compensation for time allegedly lost arising under these provisions and the regulations providing for sick leave for illness and duty disability shall be determined by the Fire Chief, subject to the grievance procedures.

(b) The Fire Chief shall have the option of calling for a physical examination at the expense of the City of any member of the Department at any reasonable time.

Section 5. In the event an employee changes from the Fire Fighting Division to the Fire Prevention Division or vice versa, his vacation and sick leave credits shall be pro-rated accordingly.

ARTICLE XV - VACATION

Section 1. (a) Each "56-hour" employee of the City of Ferndale Fire Department shall be entitled to not less than two (2) furlough periods in each and every calendar year of said city, such furlough periods to consist of ten (10) consecutive calendar days free from duty and with full pay.

(b) Vacations will, as far as possible, be granted at times most desired by employees but the final right to the allotment of vacation periods is exclusively reserved to the employer in order to secure the orderly operation of the Fire Department.

(c) Accumulation of Vacation Leave - Annual leave cannot be carried over from year to year without written approval of the Fire Chief. If an employee is unable to take his vacation because the departmental work load prevents it in the current year, he shall, upon approval of the Fire Chief, be permitted to take the unused time prior to April 1 of the following year.

Except for the above exceptions, any employee who has not taken his vacation by December 31st shall forfeit all rights to such vacation time.

(d) Availability of Vacation Credits - The vacation credits earned during one (1) calendar year shall be made available to such employee during the following calendar year. In the case of an employee with less than one (1) full year's service with the City, a probationary Fire Fighter hired prior to March 31, will be entitled to one (1) vacation leave during the remaining calendar year, and will be entitled to two (2) vacation leaves after the following January 1. A probationary Fire Fighter hired after March 31 will not receive a vacation leave during the calendar year, but will receive two (2) vacation leaves after the following January 1.

(e) Vacation schedules shall be set up by the Assistant Chief so as to permit the continued operation of all Department Functions without interference. Vacation leave computation shall start on the first day following the last duty day. Available schedules shall be posted prior to January 1 of each vacation year. After selections are approved, they shall be final except for emergencies. Changes must be approved by the Fire Chief.

(f) Vacation time accrues during a paid sick leave period but not during any period of lay-off in excess of two (2) weeks.

(g) Severance - Any permanent employee who is separated from City employment shall be entitled to his regular pay for any unused portion of his vacation allowance as of the date of his separation, except that employees shall not be entitled to accrued vacation pay if any of the following applies:

- (1) If an employee separates himself from the City by reason of absence without leave.
- (2) If an employee fails to give at least five (5) calendar day's notice in advance of termination date.

A probationary employee who leaves the employ of the City before completing his probationary period shall not be entitled to pay for the vacation time earned.

(h) A permanent employee requesting service retirement shall take, prior to his official retirement date, any accrued vacation time to his credit, and shall not be paid for any unused portion of same.

ARTICLE XVI - HOLIDAY PAY & BIRTHDAY LEAVE

Section 1. After completion of the probationary period of one year, the City will pay \$335 per fiscal year in lieu of Holidays taken by Fire Department personnel. Any employee whose date of hire is between July 1 and December 31, shall receive one-half (1/2) of the \$335, holiday pay (\$167.50). Any employee who completes his probationary period between January 1 and June 30 shall receive the entire holiday pay of \$335. Said payment will be a single payment of the last pay of June of each fiscal year. However, upon retirement, holiday pay will be paid on the pro-rate basis of 1/12 of the total for each month worked in any fiscal year commencing from July 1.

Section 2. Upon completion of required probationary period each member of the Fire Department shall, in addition to regular vacation time, be entitled to one (1) 24-hour scheduled duty period off duty, with pay. This so-called "employee's birthday" may be taken any time during the calendar year, at the discretion of the Unit officer and, provided that total shift strength is not less than fourteen (14) assigned personnel. Request for "birthday leave" shall be given to the Unit Officer at least thirty (30) days prior to the requested date. The leave can not be split but must be taken at one time in its entirety.

ARTICLE XVII - DUTY DISABILITY

Section 1. The provisions of the Workman's Compensation Act of the State of Michigan shall apply in all accidents and injuries to employees in their line of duty.

Initial Step: Responsibility of Employee.

All injuries, no matter how slight, must be reported the day the injury occurs, either to the employer, immediate supervisor, or department head.

In case of compensable injuries, an employee is required to go to doctors designated by the City or its insurance carriers.

The provisions of the Workman's Compensation Act of the State of Michigan shall apply to all injuries and accidents to employees in their line of duty.

The first ten (10) work days (duty days) of an employee's absence

as the result of a compensable injury sustained in the line of duty will not be deducted from the employee's sick leave bank and will be compensated at full pay.

After ten (10) duty days have expired, the City will pay the full salary of the employee, at his option, which shall be prorated between the sick leave bank and workmen's compensation payments.

Sick time and workmen's Compensation will continue until banked sick time of employee runs out. Employee will, during this time, be issued two (2) separate pay checks:

- A. Workmen's Compensation check.
- B. Regular pay check making up difference between Workmen's Compensation payment and full pay.

The Employee's banked time shall be charged at the same percentage rate as is the City's contribution to the employee's full pay.

Note: Workmen's Compensation monies received is NOT listed as income whenever City figures Federal income and State income taxes. Workmen's Compensation monies is also NOT figured as part of the pension.

Also: NO deduction of any kind can be taken out of Workmen's Compensation checks, such a Co-op deductions, union dues, etc. Sick leave and Workmen's Compensation will continue until an individuals banked sick time runs out. Workers Compensation then continues alone. During the time an employee is off he shall still be credited with one (1) additional sick day for each month of service.

Section 2. Any employee may elect or decide to take Workmen's Compensation pay only, and not receive full pay. In this manner he would not be charged any of his banked sick time. If such option is chosen the employee must file written notice of this intent upon the 9th calendar day following date of injury.

ARTICLE XVIII - PROMOTIONS

Promotion of employees covered by this Agreement to classifications within the Fire Department shall be based on merit, qualifications, and ability, and shall be determined in accordance with the following rules adopted by the Civil Service Board, February 11, 1954:

QUALIFICATIONS FOR PROMOTION BELOW THE RANK OF CHIEF OF THE DEPARTMENT

These qualifications shall apply to all promotions below the rank of Chief, namely: Assistant Chief, Captain, Lieutenant, Sergeant and Fire Inspector.

1. ASSISTANT CHIEF

ELIGIBLE: Any Captain of the Department who has served a minimum of six (6) months as a Captain of the Fire Fighting Division and has been confirmed to that position, provided that: if two (2) or more Captains are not employed by the Department, eligibility shall include any Lieutenant of the Fire Fighting Division who has been confirmed to that position.

2. CAPTAIN

ELIGIBLE: Any Lieutenant of the Department who has served a minimum of six (6) months as a Lieutenant of the Fire Fighting Division and has been confirmed to that position, provided that: if two (2) or more Lieutenants are not employed by the Department, eligibility shall include any Sergeant of the Fire Fighting Division who has been confirmed to that position.

3. LIEUTENANT

ELIGIBLE: Any Sergeant of the Department who has served a minimum of six (6) months as a Sergeant of the Fire Fighting Division and has been confirmed to that position, provided that: if two (2) or more Sergeants are not employed by the Department, eligibility shall include four (4) members of the Fire Fighting Division who have the greatest number of years service in the Department.

4. SERGEANT

ELIGIBLE: Any member of the Department who has served a minimum of five (5) years as an active member of the Fire Fighting Division.

5. FIRE INSPECTOR

ELIGIBLE: Any member of the Department who has served a minimum of five (5) years as an active member of the Department. Upon qualification and acceptance for the rank of Fire Inspector, it is understood and accepted that no advancement tests can be taken for a period of five (5) years. This is required due to the need for the specialized training required of the Fire Inspector.

At any time after five (5) years, when there is a vacancy in the Lieutenant ranks in the Fire Fighting Division the Fire Inspector may take the Competitive test for that position. If successful, he may transfer to the Fire Fighting Division.

EXAMINATIONS FOR PROMOTION AND APPLICATION OF WEIGHTS ALLOWED

Weights applied to the three sections of the examination:

Written.....	40%
Oral.....	30%
Ex. & Training.....	30%

Applicants to pass both the written and oral examinations with a minimum of 70% for each part of the examination before granting points for experience and training (seniority).

RATING FOR EXPERIENCE AND TRAINING

Two (2) points per year for the 1st five (5) years preceding date of examination.
One (1) point per year for the 2nd five (5) years preceding date of examination.
One half (1/2) point per year for the 3rd five (5) years preceding date of examination.

SENIORITY (ADDITIONAL POINTS ALLOWED FOR SERVICE IN RANK BELOW THAT APPLIED FOR)

An allowance of one (1) point per full year of service in rank immediately below the position applied for be given, the total of such points not to exceed five (5). This will allow a maximum of twenty two and one half (22 1/2) points for seniority, experience and training.

POSITION OF ENGINEER

ELIGIBLE: Any member of the Department with at least five (5) years experience in general firefighting work, including experience in the operation of fire pumping equipment. Appointment shall be made by the Fire Chief, based upon results of a competitive examination consisting of:

A fifty (50) question M-C written test with a relative weight of twenty (20) percent;

A performance test with a relative weight of sixty (60) percent and;

An additional maximum credit of twenty (20) points for seniority, allotted as one (1) point per year for each complete year of service.

ARTICLE XIX - HEALTH EXAMINATIONS AND REQUIREMENTS

Section 1. (a) Each employee covered by this Agreement must maintain a medically acceptable personal physical fitness commensurate with the duties and requirements of the position he occupies. This may include demonstrating such condition by a physical examination. Failure to do so may result in disciplinary action and/or discharge.

(b) During even numbered years, the City shall provide general physical examinations or an electrocardiogram and large chest X-ray: provided, that an employee 35 years or older shall be provided with an electrocardiogram annually.

(c) All new prospective employees shall have a complete physical examination, including an electrocardiogram, prior to his employment with the Department.

ARTICLE XX - FIRE PREVENTION BUREAU - 40 HOUR EMPLOYEES

Section 1. Forty (40) hour week - (daymen) - employees of the Fire Department shall be granted annual vacations without deductions of pay as follows; employees who have been continuously employed by the City for a period of at least one (1) year prior to such vacation period shall receive a vacation with pay consisting of two (2) full weeks; and, employees who have been employed continuously by the City for a period of more than ten (10) years prior to such vacation period shall receive three (3) full weeks vacation with pay. Vacations will, as far as possible, be granted at times most desired by employees but the final right to the allotment of vacation periods is exclusively reserved to the employer in order to secure the orderly operation of the Fire Department.

Section 2. The employer agrees to pay permanent 40 hour week employees for the following holidays not worked:

New Year's Day

George Washington's Birthday (or day celebrated as Washington's Birthday)

Good Friday

Memorial Day (or day celebrated as Memorial Day)

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Christmas Eve

Half day before New Year's Day (Effective with New Year's Eve December 31, 1972, and thereafter, the entire day shall be the holiday)

For these days employees will be paid eight (8) hours pay at their regular hourly rate. If any of the above holidays fall on a Saturday or Sunday, the employees will be paid for that day and will be granted a day off in lieu of holiday without pay.

If an employee is required to work on any of the above holidays, he will be paid two (2) times his regular rate plus holiday pay.

Section 3. Forty hour employees will be paid or granted compensatory time, at the discretion of the Fire Chief, at the rate of time and one-half in excess of 8 hours worked in any one (1) day, or any time worked on Saturday based on 2080 hours annually. If required to work on a Sunday, he will be paid two (2) times his regular rate.

Section 4. Effective December 1, 1971, permanent "40 hour week" employees of the Fire Department shall be entitled to two (2) eight-hour personal leave days per calendar year. Said days are not accumulative and must be taken in the calendar year they are granted or will be forfeited. Employees taking personal leave days must request such leave at least 24 hours in advance to the Fire Chief. If employee fails to provide 24 hour notification, the Fire Chief may or may not approve the taking of the personal leave day.

Personal leave days can not be taken in conjunction with the employee's vacation, but are to be used for their intended purpose, providing time off to conduct personal business which could not otherwise be conducted.

Section 5. Sick leave for 40 hour week employees of the Fire Department are governed by Section 5A (F) of the City of Ferndale Charter as amended 8-8-66.

ARTICLE XXI - TERMINATION, RENEWAL & MODIFICATION

Section 1. This agreement shall take effect upon execution of this Agreement and will remain in force and effect through September 30, 1976.

One Hundred Twenty (120) days prior to the termination thereof as herein provided, either party may initiate negotiations for renewal and modification, or a new agreement. Such notification by the Association shall specifically state the requests of the Association with regard to wages, fringe benefits, and other similar items.

Section 2. Upon receipt of notice to negotiate, both parties must immediately enter into collective bargaining, for the purpose of arriving at a just settlement of all issues by September 30, 1976. Notice must be by certified mail, with return receipt requested.

ARTICLE XXII - EXTENSION

Section 1. The terms and conditions of this Agreement may be extended beyond its terminal date for such period or periods as is mutually agreed upon by the parties hereto.

ARTICLE XXIII - SEPARABILITY

Section 1. This agreement is subject to the laws of the State of Michigan and, in the event that any provision of this Agreement shall, at any time, be held to be contrary to law by a court of competent jurisdiction from whose final judgement or decree no appeal has been taken within the time provided therefor, such provision shall be void and inoperative; however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

MEMORANDUM OF UNDERSTANDING TO THE CONTRACT

FOOD APPROPRIATION

In the second year of the agreement between Local 812 and the City of Ferndale, the City Administration will make an appropriation to the budget of the Fire Department in the amount of \$3,000 to be used exclusively for the purpose of acquiring food for the personnel of the Fire Service.

In the third year of the contract this sum will be increased to \$5,500.

REOPENER ON RESIDENCY REQUIREMENT

In the event, and during the life of this agreement, a Court of Final Jurisdiction shall rule that it is not legal for the City, as an employer, to impose a residency requirement upon its employees, then this contract shall be reopened for the express purpose of discussing the residency proviso of the Rules and Regulations of the department and this shall be the subject of negotiations by the parties.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, signed and sealed this Agreement on this _____ day of _____ 1973.

FOR THE CITY OF FERNDALE:

BY *A. Schffe*
Mayor

BY *Robert E. Kitchen*
City Clerk

FOR THE FERNDALE FIRE FIGHTERS ASSOCIATION, LOCAL 812:

BY *Myron L. Mowg*
President

BY *David T. La Prairie*
Vice President

BY *Paul A. Ball*
Secretary