

6-30-75

Roseville

1973/1974 - 1974/1975 AGREEMENT BETWEEN
THE CITY OF ROSEVILLE AND LOCAL #1614
ROSEVILLE FIRE FIGHTERS' ASSOCIATION

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ARTICLE I, PURPOSE:

It is the intent and purpose of this Agreement between the City and the Union members and other employees to promote and insure a spirit of confidence and cooperation; to set forth the general policy of the City on personnel and procedures; to establish uniform and equitable rates of pay and hours of work; and to provide a method for the redress of any grievance. Where applicable, Act 78 will supersede that section of this contract.

ARTICLE II, DEFINITIONS:

CITY: shall mean the City of Roseville, County of Macomb, State of Michigan, and its duly elected or appointed representatives.

UNION: shall mean Local #1614 of the International Association of Fire Fighters AFL-CIO, also known as Roseville Fire Fighters Association, and its duly elected or appointed officers or representatives.

EMPLOYEE: shall mean all members of the Roseville Fire Department except the Chief of the Department.

In the construction of the words used in this agreement, whenever the singular number is used it shall include the plural.

ARTICLE III, RECOGNITION:

Section 1, General:

The City recognizes Local #1614, Roseville Fire Fighters Association, affiliated with the AFL-CIO through the International Association of Fire Fighters and affiliated with the Michigan State Association of Fire Fighters, as the sole representative of its members covered by this Agreement, for the purpose of collective bargaining with respect to wages, hours, working conditions and other conditions of employment. It shall be the joint concern of the City and the union that no discrimination will be exercised against any employee because of individual bias, race, creed or organizational activity of membership in any specific group. The provisions of this Agreement shall apply to all Fire Department Employees, excluding the Chief of the Department. This Agreement does not apply to civilians assigned to the Fire Department.

Section 2, Union Responsibility:

Recognizing the crucial role of fire fighting in the preservation of the public health, safety and welfare of a free society, Local #1614 agrees that it will take all reasonable steps to cause the employees covered by this agreement, individually and collectively, to perform all fire duties, rendering loyal and efficient service to the very best of their abilities.

ARTICLE IV, MANAGEMENT RIGHTS:

The I.A.F.F., Local #1614 recognizes that the City retains the sole right to manage its business, including the right to decide the number and location of departments and divisions, the type of equipment, the service, the scheduling of services to

maintain order and efficiency in its departments and divisions, to hire, lay off, assign, transfer, promote employees and to determine the reasonable quitting time and starting time, subject only to such regulations, restrictions and provisions governing the exercising of these rights as are provided in the Agreement and State Laws, and rules and regulations of the Act 78 Police and Fire Civil Service Commission.

ARTICLE V, UNION PRIVILEGES:

Section 1, General:

Officers and other representatives of the Union shall be afforded reasonable time during regular working hours without loss of pay to fulfill their Union responsibilities, including negotiations with the City, processing of grievances and administration of the Agreement. It is understood, however, that time and place of meetings and the number of local Union representatives attending these meetings shall be agreed upon in advance. All meetings must be requested in writing via the Chief of the Department or officer in charge, allowing not less than two (2) days for scheduling.

Section 2, Union Sponsored Activities and Conventions:

One Union Officer or appointed delegate will be allowed to attend one union activity in state and one union activity out of state per year. Time off with pay will be limited to two (2) working days for the out of state activity and one (1) working day for the in-state activity. Prior notice of not less than five (5) days must be submitted to the officer in charge. Their absence shall not be charged to annual leave or personal leave days. All other union activities will be the responsibility of the Union.

Section 3, Local Union Meetings and Posting of Union Notices:

The Union will be granted the privilege to conduct Union meetings on the premises of the Fire Department after securing the consent of the Chief of the Department. The Union shall be permitted to post notices of Union events at designated places in the Fire Station, said posting places to be determined by the Chief of the Department.

Section 4, Agency Shop:

The City will provide a dues check-off for union members of Local #1614 I.A.F.F., providing proper authorization is submitted. Any changes in the state law regarding "agency shop" will be complied with by the City.

ARTICLE VI, GRIEVANCE PROCEDURE:

Section 1, Reporting Grievances:

Should a grievance arise between an employee or a group of employees, including the interpretation of this agreement, and the City or Department Administration, the following steps will be taken in negotiating such grievances. Failure to respond within ten (10) days of the steps of the grievance procedure shall presume that the grievance is settled as last presented by either party.

A. First Step (All Verbal):

1. Employee shall report to any grievance committee member.
2. Member or members of committee shall arrange meeting with employee's immediate supervisor.
3. Member or members of grievance committee shall then (with employee present), proceed to adjust grievance with immediate supervisor within ten (10) days.

B. Second Step (If not settled in First Step):

1. The grievance committee shall submit grievance in written form to Department Head or person or persons acting in this capacity within ten (10) days after completion of First Step. The Department Head shall reply in writing within ten (10) days from presentation.
2. Failing settlement within ten (10) days, the grievance shall be processed for appeal to the City Manager. The grievance committee will serve the necessary appeal papers on the City Manager with a copy to the Personnel Director if there be a Personnel Director in existence. Receipt of the grievance shall be acknowledged and a date shall be set for a hearing within ten (10) days from receipt. At the hearing, the grievance committee and the City Manager and/or the Personnel Director may be represented by person or persons of their choice. Time may be extended by mutual agreement.

C. Third Step (If not settled at Second Step and under the Jurisdiction of Act 78):

1. If the grievance is within the jurisdiction of the Fire Civil Service Commission, the grievance committee shall submit the grievance with a written summary of all arguments in support of said grievance to the Fire Civil Service Commission.
2. After the date is set for hearing, the entire committee together with the aggrieved and witnesses shall appear before the Fire Civil Service Commission.
3. If said grievance is not within the jurisdiction of the Fire Civil Service Commission, it may be negotiated to the satisfaction of both parties by the City and Local #1614.

D. Third Step (If not settled at Second Step and not within the Jurisdiction of Act 78):

1. Any unresolved grievance, having been processed through the last step of the grievance procedure, and not within the jurisdiction of Act 78, may be submitted to arbitration by either Local #1614 or the City in accordance with the following:
 - a. Arbitration shall be invoked by written notice to the other party of intention to arbitrate. Upon receipt of such notice to arbitrate, the City and Local #1614 shall have a period of seven (7) working days in which to agree upon an arbitrator. In the event they cannot agree upon an arbitrator within seven (7) working days of the demand for arbitration, they shall request the American Arbitration Association to appoint an impartial arbitrator to act as chairman in accordance with its then applicable rules and regulations.

- b. The decision of the Board of arbitrators shall be final and binding upon the City, Local #1614 and the affected employees.
- c. The fees and expenses of said arbitrator shall be paid by the party against whom the decision is rendered. All other expenses shall be borne by the party incurring them.

Section 2, Investigating Grievances:

Investigation of grievances may be conducted during normal shift hours, with a grievance committee man from that particular shift. Discussion with the Chief of the Department concerning said grievances may be conducted with the Chief of Department after written notice concerning same has been forwarded to him.

Section 3, Time off for Grievance Committee:

Refer to Article IV, Section 1, General.

Whenever meetings, hearings, etc., are scheduled outside of regular duty hours, such persons shall appear at their own expense.

Section 4, Time Off for Witnesses:

When the grievance committee, the City Manager or Act 78 Civil Service Commission deem it necessary for witnesses to be called, said witnesses shall be relieved from their regular duties upon due advance notice to their department head and they shall be compensated at their regular rate of pay for all time so consumed during their regular working day. Whenever meetings, hearings, etc., are scheduled outside of regular duty hours, such persons shall appear at their own expense.

Section 5, Communication:

Any communication between City and Union must be answered within a ten (10) day period in order to keep a close working relationship.

ARTICLE VII, GENERAL PROVISIONS:

Section 1, Deduction of Dues:

Dues, service fees or special assessments will be authorized, levied and certified in accordance with the constitution and by-laws of the association which shall be on file with the City Controller. Each employee and the association hereby authorize the City to rely upon and to honor certifications by the association regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of the association dues. The association will protect and save harmless the employer from any and all claims, demands, suits and other form of liability by reason of action taken by the employer for the purpose of complying with this section. Dues shall be collected in advance for the following month and the total amount deducted each month shall be forwarded to the Union Treasurer in one payment.

Section 2, Uniforms:

Uniform regulations for all Fire Personnel shall be designated by the Chief of Department.

Section 3, Fire Fighting Gear:

Any equipment or special supplies such as bunker coats, boots, helmets, gloves, protective innersoles for boots, or equipment needed for safe measures shall be furnished by the City without charge. Unserviceable equipment shall be replaced without charge, upon request of and determination by the Chief of the Department.

Section 4, Changes in Contract:

It is possible that some rules and regulations may have to be amended, added to, modified or cancelled from time to time during the term of this agreement. In that event, the City or the Union shall give notice to the other party and negotiate with the other party for any and all changes. No change shall be made without the mutual consent of both parties. Collective bargaining on any and all matters relating to wages, rates of pay, hours of employment, or other conditions of employment may be reopened for negotiation by mutual consent of the parties hereto during the term of this agreement. If either party desires to engage in such further collective bargaining, he shall furnish the other party with written notice thereof setting forth specifically the matters upon which negotiations are requested.

Section 5, Yearly Negotiations:

Contract negotiations will begin, including exchange of proposals, as early as reasonably possible. However, in no case will they begin later than January 15th.

Section 6, Leaves of Absence with Pay:

Leave with pay may be authorized to allow regular employees to attend official meetings, provided such leave is approved by the Chief of the Department. Leave with pay may also be granted for the purpose of allowing a regular employee to engage in official training courses or to participate in other official activities, provided such leave is approved by the Chief of the Department.

The City agrees with the payment of the difference between the regular salary and the military reserve pay provided the military commitment time was mandatory. Volunteer military action is not a part of the City's responsibility. Military pay voucher must be submitted in order that proper differences may be computed.

Section 7, Leaves of All Types, Procedure:

All leaves of absence, whether with or without pay and for whatsoever reason, must be requested in writing. It should have the approval of the Chief of the Department, the employee's immediate superior if the Chief of the Department so requests and the City Manager when required. The determination as to whether or not an employee is entitled to leave and the amount of leave the employee has left after taking the requested leave, shall be determined by the Personnel Department. When leave has been granted a copy of the leave form will be returned to the Chief of the Department for forwarding to the individual employee and a copy directed to the individual's personnel file.

Section 8, Leaves of Absence Without Pay:

The City Manager may grant a regular employee leave of absence without pay, not to exceed one year. No leave of absence without pay shall be granted unless a written request is submitted by the employee and directed to the Personnel Department with

copies to the Chief of the Department and the City Manager. Whenever granted, such leave shall be in writing, signed by the Chief of the Department and a copy filed with the Personnel Department. Upon expiration of a regularly approved leave without pay, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee to report promptly upon expiration of a leave of absence or within a reasonable time after notice to return to duty, shall be cause for disciplinary action. Leave without pay shall be granted only when it will not result in undue prejudice to the interests of the City as an employer. Application for leave for travel or study which will cause the employee to be able to render more efficient service to the City, may be deemed to involve such compensating benefits that the position will be kept open or temporarily filled. No leave shall be granted which is primarily in the interests of the employee, except where the employee has demonstrated through his record of service to be of more than average value to the City and whose service it is desirable to retain even at some sacrifice.

Section 9, Absence Without Leave:

An absence of an employee from duty, including any absence for a single day or part of a 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 will be subject to disciplinary action. In the absence of such disciplinary action, any employee who absents himself for two (2) consecutive duty days without leave shall be deemed to have resigned. Reconciliation may be offered by a subsequent grant of leave if the conditions warrant.

Section 10, Emergency Leave:

In the event of a death in immediate family, time off with pay to attend the funeral shall be given. This shall consist of two (2) working days for 24-hour personnel and one (1) to four (4) days for 8-hour personnel, depending upon the circumstances and provided that the maximum is three (3) days for a death within the state and four (4) days maximum for deaths outside the state. This does not mean that the maximum time is to be granted any person but only the necessary time required. Immediate family is defined as: Spouse, Children, Mother or Father of Employee or Spouse, Sister or Brother of Employee or Spouse. Time off without pay to attend a funeral of a more distant relative may be allowed with prior approval of the Personnel Director.

Section 11, Sick Leave:

Sick leave with pay shall be granted to employees who have been in the employ of the City for one (1) year or more. Employees that work (24) hour shifts shall accumulate ten (10) sick days per year and those that work (8) hour shifts shall accumulate twelve (12) sick days per year. Sick leave shall not be considered as a privilege which an employee may use at his own discretion, but shall be allowed only in case of necessity and actual sickness or disability of the employee or because of illness in his immediate family, or to meet dental appointments or to take physical examination or other sickness prevention measures. Such items as these, shall be charged against sick leave as stated previously in Section 10, Emergency Leave. When absent, if for more than three (3) work days, the employee shall be required to file a physician's certificate. A request form for such leave must be filled out immediately upon the employee's return to work. An employee injured on any other gainful employment outside of City employment shall not be eligible for duty disability leave.

An employee shall not accumulate sick or annual leave benefits while using same or for any other leave without pay. The following sick leave schedule shall be applied for employees voluntarily leaving the service of the City not at the City request or in the process of being discharged from City employment.

0 - 5 Years	20%
5 - 10 Years	40%
10 Years and over	100%, maximum payment 200 days.

Being the Fire Department personnel accumulate sick leave benefits at the rate of ten (10) days per year, the following formula will be used when computing payment for accumulated sick days.

1. Total the number of sick days which could have been accumulated during the entire period of employment.
2. Subtract the number of sick days actually used during the entire period of employment from the figure determined by Step #1.
3. Divide the number of sick days remaining on the books (result of Step #2) by the total number of sick days which could have been accumulated during the entire period of employment (sum of Step #1).
4. Multiply the percentage determined by Step #3 times the number of sick days which could have been accumulated during the entire period of employment if accumulations had been at the rate of twelve (12) days per year.
5. The number of days determined by the computation in Step #4 shall be the number of days used for computing payment of accumulated sick days.
6. It is understood that computation of the amount to be paid will be based upon the same formula used for all other employees of the City. One day's pay will be determined by dividing a pay period by ten days. This figure will then be multiplied by accumulated sick days and the sum multiplied by the applicable percentage based upon years of service.

Total accumulation of sick days unlimited. Upon the death of a city employee, his heirs or estate will be paid any accumulated benefits up to 200 days.

Section 12, Personal Leave:

Each firefighter working 24-hour shifts shall receive one (1) personal leave day per contract year and those working 8-hour shifts shall receive three (3) personal leave days per contract year. The same may become accumulative in his sick leave bank if unused. At least 24-hour's notice must be given in writing to the Chief of the Department for use of same using the following criteria: 1. Date of request; 2. Seniority of applicant; and 3. Days will be granted, with the permission of the Chief, for not more than one person when the strength of the department is eleven (11) men. Whenever the strength of the department exceeds eleven (11) men, the number of persons allowed to use personal leave days will be at the discretion of the Chief of the Department.

Section 13, Jury Duty, Time Allowed for Voting and Commissary Time:

- A. When a member of Local #1614 is called for Jury Duty, he shall be relieved of duty without loss of pay until his Jury Duty obligation is fulfilled.
- B. When a member of Local #1614 is on duty during an election day, he will be allowed time to travel to the election poll for the purpose of voting. Those on-duty employees who leave the station for the purpose of voting will do so at the discretion and with the consent of the Chief of the Department.
- C. Commissary time will be granted at the discretion of the Department Head and/or his subordinate to one person per station per day. Stipulated movement of this personnel will be with radio communication, should an emergency arise. Reasonable time for such activities will be determined by the Department Head.

Section 14, Tardiness:

In accordance with existing written departmental rules or whatever policy the Fire Chief so desires to establish.

Section 15, Employee Time Trading:

In accordance with established written departmental rules.

Section 16, Tuition and Book Refund:

The City will pay for tuition and books for firefighters taking job related courses in local schools and colleges equivalent to the fire science associate degree program. Payment for books and tuition will be made after completion of courses. All courses must be pre-approved by the Chief of the Department. The firefighter must pass the course with a credit and receipts must be furnished upon completion. The City and the Fire Fighters mutually agree for the payment of the non-related courses stipulated provided that if the employee leaves the service of the city within five years, he will refund the difference in the cost of books and tuition for the non-related courses.

Section 17, Transfer and Kelly Day Changes:

Not less than three (3) 24-hour work days notice will be given for shift transfers. Neither the City of Roseville or members of the Roseville Fire Fighter's Association will lose time by such transfer.

Section 18, Lay-offs:

To be regulated by the provisions of Act 78.

Section 19, Termination of Seniority:

Seniority shall terminate only for the following causes:

- A. Discharge for cause.
- B. Layoff exceeding four (4) years. Before being reinstated with seniority, it is understood that an employee returning to work after a layoff must subject himself to and successfully pass a thorough physical examination.

- C. Absence without leave exceeding two (2) duty days for 24-hour employees and three (3) days for 8-hour employees.
- D. Voluntary resigning.

Section 20, Work Week:

All firemen in the employ of the City who are engaged in fire fighting or subject to the hazards thereof shall not be required to work more than an average of fifty-six (56) hours per week. Scheduling of time for Fire Personnel will be similar to the two-platoon "Detroit System" of work-week scheduling. The willingness to agree to allow the "Detroit System" of work scheduling is not to be interpreted as relinquishment of management's prerogative to establish the work schedule for Fire Department personnel. If it becomes necessary to revise the scheduling of the work week, the rescheduling will be negotiated to agreement if possible and if not, a ruling from the Court will be obtained to establish the rights of the parties in respect thereof.

Section 21, Table of Organization:

Positions within the Department shall be in accordance with the Table of Organization, however, Table of Organization remains the prerogative of management and subject to change at the discretion of the City.

ARTICLE VIII, ECONOMIC PROVISIONS:

Section 1, Wages:

- A. Wage schedule for Fire Fighters hired after July 1, 1973 through June 30, 1975. All present employees at the one year's step will receive the increase as listed below. Any increase in wages will be equitably applied to the entire schedule.

<u>1973-74</u>		<u>1974-75</u>	
Beginning	\$10,500	Beginning	\$10,500
6 Months	10,800	6 Months	10,800
12 Months	12,583	12 Months	13,324
24 Months	12,883	24 Months	13,624
36 Months	13,183	36 Months	13,924
48 Months	13,483	48 Months	14,224

- B. There will be a rank differential increase of pay in accordance with the following schedule.
 - 15% increase between 48 month Fire Fighter and Sergeant
 - 10% increase between Sergeant and Lieutenant
 - 10% increase between Lieutenant and Assistant Chief
 - 15% increase between 48 month Fire Fighter and Inspector
 - The Fire Marshal shall be compensated at the same rate as an assistant chief
- C. Fire Fighters filling the position of officer in charge for a period of more than two (2) working days shall receive the compensation specified for that position.

Section 2, Longevity:

Each employee shall receive longevity pay in accordance with the schedule. Longevity to be paid on gross wages earned. The amount to be added to the bi-weekly salary.

2% of gross pay beginning 6th year of service
An additional 2% of gross pay beginning 11th year of service
An additional 2% of gross pay beginning 16th year of service
An additional 2% of gross pay beginning 21st year of service
An additional 2% of gross pay beginning 26th year of service

Section 3, Vacations:

Employees working a 56-hour work schedule with one (1) year to fifteen (15) years of service shall receive ten(10) scheduled 24-hour work days vacation per year.

Employees working a forty (40) hour work schedule with one (1) year to fifteen (15) years of service shall receive 20 scheduled 8-hour work days vacation per year.

Shift commanders may take their vacation at the discretion of the Chief of the Department.

Employees with more than 15 years of service, working a 56-hour work schedule shall receive an additional 2-1/2 scheduled 24-hour work days vacation and those working a 40-hour work schedule shall receive an additional 5 scheduled 8-hour work days vacation. The additional vacation days may not interfere with the routine choices of vacation time but will be chosen in the same manner after routine choices are made.

Employees may voluntarily trade vacation periods between themselves provided that any such trades shall receive prior approval of the Chief of the Department. Vacations are to be selected on or before December 15th, prior to the year's ending.

New employees after completing one year's service will use odd-earned vacation days prior to December 15th following their anniversary date in order that the January - December 31 accounting for vacation time will be standardized.

Fire Fighters may be paid for one-half (1/2) of their earned vacation time per year. Not less than one-quarter (1/4) of earned vacation time will be considered for payment each year.

The formula for payment of same will be based on a 26-week pay period. The minimum cash payment for one week will be the equivalent of one-half (1/2) of a bi-weekly pay period. Requests must be filed by August 31 with the City Controller's office. Payment will be made by the second pay in September. NOTE: One filing per year is all that will be honored. Each Fire Department employee may carry one-half (1/2) of his vacation period for one (1) year and take it the following year. However, this accumulated vacation may not interfere with the routine choices of vacation time.

Section 4, Holidays:

All fire fighters shall be compensated for the following holidays: Independence Day, Labor Day, Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve

Day, New Year's Day, Good Friday, Memorial Day and Birthday. Compensation for each holiday will be one-tenth (1/10) of a fire fighter's bi-weekly salary. New employees shall be compensated for holidays beginning with the seventh month of their employment. Holiday pay shall be accumulated for each contract year and paid by separate check, in July 1973, by the fifteenth day.

Section 5, Life Insurance:

The City will provide each employee of the Fire Department with a life insurance policy in an amount not less than Fifteen Thousand Dollars (\$15,000). Policy premiums to be paid by the City. It is understood that no new employee will receive insurance benefits until he has successfully completed his 6-month's probationary period. A.D. & D. insurance will be provided in the amount of Fifteen Thousand Dollars (\$15,000). Beginning July 1, 1974, an additional Five Thousand Dollars (\$5,000) will be added to both the life and A.D. & D. insurance benefits.

Section 6, Hospitalization Insurance:

The City shall provide hospital, medical, including major medical surgical insurance for each member of the Fire Department, his wife and dependent children. Total cost of such insurance shall be paid by the City. Employees of the Fire Department shall have hospital and life insurance paid for by the City from the beginning of the seventh (7th) month of service. Any additional hospitalization and life insurance benefits given to General City Employees is to also be given to the Fire Department. It is to be understood that no new employee will receive insurance benefits until he has successfully completed his 6-month's probationary period.

Section 7, Uniform Allowance:

For the purpose of procurement, maintaining, cleaning and/or replacing such uniform or parts thereof, Two Hundred Fifty (\$250) will be received by all fire personnel. Those fire personnel required to wear a Class A uniform (two Assistant Chiefs, two Lieutenants at Station #2, Fire Marshal and Fire Inspector) will receive Three Hundred Dollars (\$300).

Section 8, Call-in Pay, Overtime and Stand-by Pay:

- A. Whenever fire personnel are called out they shall be paid at the minimum rate of four (4) hours or time and One-half, whichever is greater, based on a 56-hour week. It is understood that any man responding to any emergency call from the Fire Department shall be considered on Fire Department business from the time of receipt of the call.
- B. Overtime will be paid, computed in the following manner:
 - 1. Normal rate of pay for a two-week pay period.
 - 2. To be divided by 112 hours.
 - 3. 1-1/2 times the rate of step #2.

Time and one-half will be paid for every hour worked in excess of a fifty-six hour work week or in excess of a forty (40) hour work week depending on the individual's work schedule.

- C. Whenever an employee, of those divisions who are required to remain within the City by direct order of their department head, in order that they may meet a presumed emergency such as civil commotion, fire, snow or rainstorm, is asked to be on stand-by, the following compensation shall be afforded by the City. A minimum of \$5.00 for the first 8 hours, \$5.00 for the second 8 hours and \$5.00 for the third 8 hours, with a maximum of \$15.00 for a 24-hour period.

Section 9, Cost of Living:

Cost of Living will be computed on the existing schedule with the addition of the provision that payment will be based on the highest point reached in the national index during any given year. Cost of living will be paid by the second pay in August.

Section 10, Food Allowance:

Fire Fighters, excluding 8-hour men, shall receive a food allowance in the amount of 2-1/2% of the base pay of a 4-year pipeman. The allowance shall be computed in conjunction with each year's increase per this contract. All benefits are paid following the period for which they are earned. New employees will receive earned credit for food allowance beginning with the 7th month of their employment with the City to July 1 of the following year, at which time they will receive the pro-rated amount due them. The payment of the allowance will be paid by separate check in July by the fifteenth day.

Section 11, Replacement of Personal Items:

The City will replace the following personal items if damaged in the course of fire fighting.

- A. Dentures
- B. Glasses

ARTICLE IX, GENERAL:

Section 1, Term of Contract:

This contract shall have an effective date of July 1, 1973 and shall be in effect for two years, terminating June 30, 1975.

Section 2, Severability:

This Agreement is subject to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the City, the Union, and the employees in the bargaining unit, 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 judgment or decree an appeal has been taken within the time provided therefor, which provision shall be void and inoperative; however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

Section 3, Extension:

In the event that negotiations extend beyond the termination date of this Contract, the terms and provisions of this Agreement shall remain in full force and effect pending Agreement upon a new contract.

Section 4, Distribution:

A signed copy of this agreement will be given to the City and the Union. Either copy shall be available to City or Union upon request.

Section 5, Status Quo:

All previous agreements not incorporated in this document will be considered to remain in effect until specifically changed by written amendment.

Section 6, Eligibility List:

- A. Upon expiration of any and/or all eligibility lists, the City and Union Local #1614 shall jointly submit a letter to the Civil Service Board for the renewal of eligibility lists.
- B. Whenever vacancies exist, they shall be filled within a reasonable time but not to exceed a period of six (6) months, providing such eligibility list is available.

IN WITNESS WHEREOF, THE PARTIES HAVE HEREUNTO SET THEIR HANDS AND SEALS THIS _____

DAY OF _____, 1973, A.D.

CITY OF ROSEVILLE

Roseville Fire Fighters Local #1614