

Dec. 31, 1976

AGREEMENT

By and Between

CITY OF SOUTHGATE, MICHIGAN

and Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

LOCAL NO. 1307 of the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

also known as

SOUTHGATE FIRE FIGHTERS UNION, AFL-CIO

Southgate

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Southgate Fire Fighters Union
Local 1307 I.A.F.F.
13470 Dupes St.
Southgate, Mich. 48195

AGREEMENT

This Agreement entered into January 1, 1974, effective January 1, 1974, between the CITY OF SOUTHGATE, MICHIGAN, a municipal corporation, hereinafter called the City, and LOCAL NO. 1307 of THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, also known as SOUTHGATE FIRE FIGHTERS UNION, AFL-CIO, hereinafter called the Union.

WITNESSETH: That the parties hereto, in consideration of the mutual covenants and agreements hereinafter contained, do hereby agree as follows:

ARTICLE I

PURPOSE

Section 1. The parties hereto have entered into this Agreement pursuant to the authority of Act 379 of the Public Acts of 1965, as amended, to incorporate understandings previously reached and other matters into a formal contract; to promote harmonious relations between the City and the Union, in the best interests of the community; to improve the public fire fighting service; and to provide an orderly and equitable means of resolving future differences between the parties.

Section 2. Definitions. "City" shall include the elected or appointed representatives of the City of Southgate, Michigan.

"Day" shall, except as context indicates otherwise, mean a 24-consecutive hour day for the Fire Fighting Division, and a consecutive 8 hour day for the Fire Prevention Division.

"Union" shall include the officers or representatives of the Union.

Whenever the singular word employee is used, it shall include the plural.

ARTICLE II

COVERAGE

This Agreement shall be applicable as to all employees of the Fire Department of the City, except the Chief thereof.

ARTICLE III

RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining representative of the employees of the Fire Department.

ARTICLE IV

UNION SECURITY

Section 1. The parties recognize that all employees covered by this Agreement should pay their fair share of the cost of negotiating and administering the Agreement.

Section 2. It shall be a continuing condition of employment that all employees covered by this Agreement shall either maintain membership in the Union by paying the Union's uniform dues, fees, and assessments, or shall pay a collective bargaining service fee for the cost of negotiating and administering this and succeeding agreements; provided, however, that a monthly service fee deduction certified to the City shall not change for the remainder of the fiscal year.

Section 3. Any employee who has failed to either maintain membership or pay the requisite Agency Fee shall not be retained in the bargaining unit covered by this Agreement; provided, however, no employee shall be terminated under this Article unless:

(a) The Union has notified him by letter addressed to his address last known to the Union spelling out that he is delinquent in payment of dues or fees, specifying the current amount of delinquency, and warning the employee that unless such amount is tendered within ten (10) calendar days, he will be reported to the City for termination from employment as provided for herein, and,

(b) The Union has furnished the City with written proof that the foregoing procedure has been followed or has supplied the City with a copy of the notice that the employee has not complied with such request. The Union must further provide the City with written demand

that the employee be discharged in accordance with this Article and provide to the City, in affidavit form signed by the Union Treasurer, a certification that the amount of the delinquency does not exceed the collective bargaining service fee including, but not limited to, the cost of administering and negotiating this and succeeding agreements.

Section 4. (a) The City agrees to deduct from the pay of each employee from whom it receives an authorization to do so, the amount specified upon the authorization. Each employee utilizing the City deduction from pay for the remittance of sums to the Union shall provide to the City an Authorization in the form attached hereto as Attachment 3. The form shall include an agreement by the employee to hold the City harmless against any and all claims, demands, law suits, or other forms of liability that may arise out of, or by reason of, action taken or not taken by the City for the purpose of providing the deduction service. Furthermore, the employee shall agree that in the event a refund is due to the employee for any reason, such employee shall seek such refund from the Union.

(b) Such sums deducted from an employee's pay, accompanied by a list of employees from whose pay they have been deducted and the amount deducted from each, and by a list of employees who had authorized such deductions and from whom no deductions were made and the reasons therefor, shall be forwarded to the Union Secretary-Treasurer of the local union at 13770 Kerr, Southgate, Michigan 48195, within thirty (30) days after such collections have been made.

(c) In the event that a refund is due any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union.

(d) The Union shall indemnify and save the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the City for the purpose of complying with any of the provisions of this Article.

(e) The City shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made; and if for any reason it fails to make a deduction for an employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.

ARTICLE V

UNION ACTIVITIES

Section 1. Employees and their union representatives shall have the right to join the Union, to engage in lawful concerted activities for the purposes of collective negotiation or bargaining or other mutual aid and protection, to express or communicate any view, grievance, complaint or opinion related to the conditions or compensation of public employment or their betterment, all free from any and all restraint, interference, coercion, discrimination or reprisal, and so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment.

Section 2. 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 and enforcement of this Agreement.

Section 3. The Union shall be provided suitable bulletin boards, including at least 1 at each fire station or ladder house, for the posting of Union notices or other materials. Such boards shall be identified with the name of the Union and the Union may designate persons responsible therefore.

Section 4. The Union may schedule meetings on Fire Department property, insofar as such meetings are not disruptive of the duties of the employees or the efficient operation of the Department.

Section 5. The President and Secretary of the Union or their respective representatives shall be allowed time off with pay to attend conventions of the Michigan State Fire Fighters Union and the International Association of Fire Fighters, also Union seminars and conferences. Each man shall receive nine 24-hour duty days with pay for each two-year period commencing January 1, 1973, with two additional days at the discretion of the City. Days unused during each two-year period may not be carried forward, but shall be waived if not used within such two-year period.

Section 6. The Union in contract negotiations may be represented by employees in the bargaining unit, not to exceed three (3). In addition, the Union may be represented in contract negotiations by Counsel and IAFF representatives not to exceed three (3).

Section 7. In consideration of the City providing released time to certain Union Officers to fulfill their Union responsibilities, attend Union seminars and conferences, consult with Counsel and other matters related to the administration of the collective bargaining agreement, the Union agrees that injuries or sickness resulting from such Union activities will be charged to the employee's sick bank.

ARTICLE VI

OTHER AGREEMENTS AND ORGANIZATIONS

Section 1. The City shall not enter into any agreements with its employees individually or collectively or with any other organization which in any way conflicts with the provisions hereof.

Section 2. Employees may belong to other organizations, but not as a condition of employment with the City, nor may such other organizations represent any employee with respect to wages, hours or conditions of employment or in derogation of the exclusive bargaining agency of this Union.

ARTICLE VII

MANAGEMENT RIGHTS

(a) The Union recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority, consistent with the Charter, Act 78 and the expressed terms of this Agreement, including but not limited to Article XVIII, Maintenance of Conditions.

(b) The department has the right to schedule overtime work as required in a manner most advantageous to the department and consistent with the requirements of municipal employment and the public safety, except as provided by law and this agreement.

(c) Except as provided in this Agreement and by law, no policies or procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the following authority conferred on City officials.

(1) The Charter responsibility of the Mayor as Chief Executive Officer of the City for enforcing the laws of the State and the City, passing upon ordinances adopted by the Council, recommending an annual budget, or directing the proper performance of all executive departments.

(2) The responsibility of the City Council for the enactment of ordinances, the appropriation of money, and final determination of employee compensation.

(3) The responsibility of the City for establishing rules, initiating promotions and disciplinary actions, certifying payrolls and reviewing appointments and promotions.

(4) To appoint, assign or promote members to positions within the department.

(5) To suspend, demote, discharge or take other disciplinary action against members for just cause.

- (6) To determine methods, means and personnel necessary for departmental operation.
- (7) To control the department budget.
- (8) To take whatever actions are necessary in Governor declared emergencies to assure the proper functioning of the department.
- (9) To determine the duties, responsibilities and qualifications of the employees of the department consistent with Civil Service Commission job descriptions.
- (10) To determine the location of its facilities; to decide the type of services it shall provide, other than a volunteer fire department, to study and/or introduce new or improved methods of fire fighting or facilities; to purchase new equipment, change or eliminate existing equipment and institute technological changes; provided the City shall not change or eliminate existing safety equipment such as self-contained breathing apparatus masks, or introduce new safety equipment without approval of the Union.
- (11) To promulgate reasonable work rules, procedures and regulations; provided that insofar as the Union has not agreed to any rule, procedure or regulation, it does not waive the right to argue its reasonableness or application.

(d) The exercise of the above powers, rights, authority, duties and responsibilities by the City and the adoption of such rules and regulations and policies as the City may deem necessary shall be limited only by the specific and express terms of this agreement including but not limited to Article XVIII, Maintenance of Conditions.

ARTICLE VIII

WAGES

Section 1. (a) General. The salary schedule following shall be in effect for the term of this Agreement.

<u>Fire Fighter</u>	<u>1/1/74</u>	<u>7/1/74</u>	<u>10/1/74</u>	<u>1/1/75</u>	<u>7/1/75</u>	<u>10/1/75</u>
Start	12,000	12,000	12,000	12,000	12,000	12,000
6 Months	12,800	13,000	13,000	13,000	13,000	13,000
1 Year in Department	13,000	14,000	14,000	14,000	14,000	14,000
2 Years in Department	13,700	14,400	14,700	15,400	- X -	16,000
<u>Sergeant</u>	14,296	14,996	15,296	15,996	- X -	16,596
<u>Lieutenant</u>	15,289	15,989	16,289	16,989	- X -	17,589
<u>Fire Marshall</u>	16,671	17,371	17,671	18,371	- X -	18,971

(b) The two-year seniority increment level for Fire Fighter shall only be effective for Fire Fighters hired on or after January 1, 1974. Fire Fighters on the payroll on December 31, 1973 shall be advanced to the two-year rate upon completion of one year with the Department.

(c) Effective January 1, 1974, the City shall increase its Act 345 contributions to provide 2½% per year of service.

Section 2. Longevity Pay. In addition to the salary set forth in the salary schedule in Section 1 above, employees shall receive longevity pay as follows:

Five years of service ...	\$100.00
For each additional year of service ...	An additional \$25.00 to a maximum of \$500.00.

(a) Employees shall become eligible to earn their first longevity step upon the completion of five (5) years of service.

(b) Employees who become eligible to receive the longevity pay, shall receive such longevity increment on the first day of the calendar month next following the anniversary date in which the said employee became eligible and on the first day of the calendar month next following the anniversary date of each year thereafter.

Section 3.

Overtime Pay.

(a) Overtime pay shall be paid for employees of the Fire-fighting Division for all work in excess of their regularly scheduled work day (24 consecutive hours) or work week (56 hours in a 6 calendar day cycle). Such overtime shall be paid at one and one-half (1½) times the employee's prevailing hourly rate. For the purposes of this Agreement, the employee's prevailing hourly rate shall be deemed to be the annual salary for such employee as set forth in Article VIII divided by 2,912 hours.

(b) Overtime pay shall be paid employees of the Fire Prevention Division for all work in excess of their regularly scheduled work day (8 hours) or work week (40 hours). Such overtime shall be paid at one and one-half times (1½) the employee's prevailing hourly rate. For the purpose of this Agreement, the employee's prevailing hourly rate shall be deemed to be the annual salary for such employee as set forth in Article VIII divided by 2,080 hours.

(c) Overtime work shall be assigned to employees as uniformly as possible. The Department shall quarterly post a schedule, listing employees in priority of right to overtime, in inverse order to overtime work previously assigned. The original list so posted after the execution of this Agreement shall give priority by seniority. If an employee refused an assignment of overtime, he shall nevertheless be treated for the purposes of the next schedule as if he had accepted such assignment.

Section 4. Call-in-pay.

(a) A minimum of four (4) hours call-in-pay, at time and one-half, shall be guaranteed to an employee who is called in to work after the termination of his regular shift.

(b) Each Fire Department employee covered by this contract shall be given one (1) hour grace period from the time of call-in for work of twelve (12) hours or more. If, however, said employee reports after the one (1) hour grace period, the pay for the excess work shall begin at the time the employee reports on the job.

(c) An employee called in shall be released upon the termination of the reason for the call in.

(d) In the first thirty (30) minutes after termination of an employee's regular shift the officer in charge may disregard normal call-in rotation and request men at station, if any, to respond to call-in.

Section 5. Work Out of Classification.

In the event an employee shall temporarily be assigned to another classification, or to the work thereof, for any period of time, he shall receive the rate of pay applicable to such other classification, if greater than his own regular classification, but not more than the rate of the next higher rank of the employee, nor less than the rate of the employee.

Section 6. Holiday Pay.

(a) Each employee of the Fire Fighting Division shall receive holiday pay for five (5) holidays, (New Year's Day, Memorial Day, July 4, Thanksgiving and Christmas) in the sum of five twenty-four hour (5 x 24) days' prevailing pay, in addition to his regular pay.

(b) Each employee of the Fire Prevention Division shall receive holiday pay for ten (10) holidays (New Year's Day, Good Friday, Washington's Birthday, Memorial Day, July 4, Labor Day, Veteran's Day, Thanksgiving Day, Christmas and employee's Birthday) in the sum of ten eight-hour (10 x 8) days' prevailing pay, in addition to his regular pay.

(c) Holiday pay shall be made in one lump sum the first pay period in November of each year.

(d) New employees shall be paid for those holidays occurring subsequent to their appointment, payable in one lump sum the first pay period of November (or, if such employee is appointed subsequent to the first pay period of November, within 30 days following Christmas).

Section 7. In the event that there is established for fiscal years 1974-1976 by arbitration or negotiation or otherwise different compensation or cash benefits for employees or officers of the Southgate Police Department than are herein provided, the compensation provided herein shall be adjusted to conform thereto so as to maintain a parity relationship for all corresponding ranks in the Police and Fire Department.

ARTICLE IX

HOURS OF EMPLOYMENT

Section 1. The work schedule of employees shall be, for the Fire Fighting Division, as prescribed by Act 125, Public Acts of 1925, as amended by Act 115, Public Acts of 1965, as amended; and for the Fire Prevention Division, 8 hours per day, and 5 days per week. Effective January 1, 1976, the work schedule of employees in the Fire Fighting Division shall be 50.4 hours and all benefits that are computed on hours shall be conformed to reflect 50.4 hours.

Section 2. Subject to departmental manpower requirements, employees shall be permitted to voluntarily trade work or leave days; providing, that to insure coverage of shifts, employees scheduled to work must inform the City of any voluntary trade of work days or leave days and such originally scheduled employee shall be responsible for the attendance of his replacement and any absences of replacements shall be charged to the originally scheduled employee.

In the event an officer trades with a pipeman, the senior fire fighter shall be in charge, absent an Officer, without step-up pay.

Section 3. The Department shall operate on a two (2) platoon system for the duration of this Agreement.

Section 4. Consistent with applicable sections of Act 78 as amended, if for any reasons of economy it shall be deemed necessary by the City to reduce the number of paid members of the Fire Department, The City shall follow the following procedure:

Such removals shall be accomplished by suspending in numerical order commencing with the last man appointed to the Fire Department, all recent appointees to the Fire Department until such reductions shall have been accomplished; provided further, however, that in the event the Fire Department shall again be increased in numbers to the strength existing prior to such reductions of members, the Firemen suspended last under the terms of this section shall be first reinstated before any new appointments to the Fire Department shall be made.

ARTICLE X

VACATIONS

Section 1. Eligibility and Amount. Employees shall be eligible for annual vacations with pay on the following basis:

(a) Fire Fighting Division:

(1) After one (1) year service summer vacation, consisting of 5 consecutive scheduled 24-hour work days plus winter vacation, consisting of 5 consecutive scheduled 24-hour work days whether consecutive or in one day increments.

(2) After ten (10) years's service

One additional vacation day, consisting of a scheduled 24-hour work day. Such additional vacation day may be added to employee's regular vacation at option of employee, provided that there is no interference with other employees' vacations.

(3) For each additional two (2) years of service

One additional vacation day, consisting of a scheduled 24-hour work day. Such additional vacation day may be added to employee's regular vacation at option of employee, provided that there is no interference with other employees' vacations. Maximum additional vacation days under subsections (a) (2) and (a) (3) shall not exceed 5 per year.

(b) Fire Prevention Division:

(1) All employees

Summer vacation, consisting of 10 consecutive scheduled 8-hour work days

plus
Winter vacation, consisting of 10 consecutive scheduled 8-hour work days.

(2) After ten (10) years of service

Two additional vacation days, consisting of a scheduled 8-hour work day. Such additional vacation days may be added to employee's regular vacation at option of employee, provided that there is no interference with other employees' vacations.

(3) For each additional two (2) years of service

Two additional vacation days, consisting of a scheduled 8-hour work day. Such additional vacation days may be added to employee's regular vacation at option of employee, provided that there is no interference with other employees' vacations. Maximum additional vacation days under subsections (b) (2) and (b) (3) shall not exceed 10 per year.

Section 2. The anniversary date of service, for the purposes of this Article shall be measured by reference to the original date of appointment to the Fire Department.

Section 3. Summer vacations shall be taken between April 1 and September 30. Winter vacations shall be taken between October 1 and March 31.

Section 4. Employees shall be afforded a reasonable time to designate their preferred vacation period, such selection to be made prior to the commencement of the summer or winter vacation periods above set forth. Selection shall be based upon seniority in the Department. Each unit shall select independently of the other.

Section 5. Extra Vacation. Employees shall receive extra vacation days with pay in the manner and to the extent provided in Article XII, Section 5.

Section 6. Illness During Vacation. In the event an employee suffers physician-certified illness during a scheduled vacation period, such days of illness shall not be charged against his allotted vacation time, which shall instead be extended commensurately, but shall be charged against his sick leave, as provided in Article XII, Section 1(b) of this Agreement.

ARTICLE XI

SENIORITY

Section 1. Seniority and its application shall be governed by the provisions of Act 78, Public Acts of 1935.

Section 2. Reassignments by the Department of the employees' Kelly days or units (i.e., platoons) shall be subject to seniority, with senior employees to have the right of refusal in successive order of seniority. If no senior employee has voluntarily accepted such reassignment, the junior employee shall be obligated to accept same.

ARTICLE XII

SICK LEAVE

Section 1. Fire Fighting Division.

(a) Accumulation of sick leave credits.

(1) For the purpose of this section, "sick leave day" shall mean a 24-hour duty day.

(2) Until section 1(a)(3), next following, shall be applicable to him, each employee shall acquire one and one-half (1½) days of sick leave credit for each month of service rendered.

(3) Commencing the January 1st next following his completion of one year of service, and on such date, each employee shall receive 16 sick leave day credits, with unlimited accumulation.

(4) An employee on sick leave shall continue to accumulate sick leave credits as if he were in fact actively employed subject to the limitations otherwise applicable in this sub-section (a).

(b) Charges against credits.

Charges against sick leave credits shall apply as follows:

(1) Sick Leave. An employee shall be entitled to charge accumulated sick leave credits for the illness of himself, spouse, or children, subject to verification by medical certificate after being off work for two (2) consecutive twenty-four (24) hour work days. The employee shall, to the extent possible, inform his department head of such illness.

(2) Personal Leave. An employee shall be entitled to five (5) twenty-four hour duty days per year for personal business, subject to approval of his department head. The first two (2) days shall not be charged against his sick leave credits; subsequent personal leave days shall be so charged.

(a) Personal business days shall be taken in a minimum of four (4) hours.

(b) Firefighters shall provide the City with forty-eight (48) hours advance notice, if possible, prior to taking a personal business day.

(3) Funeral Leave. An employee shall be entitled to charge up to three (3) days per funeral to make preparation for, and attend, the funeral and burial of an immediate member of his family. An immediate member of the family for this purpose shall be as described in Article XIII, Funeral Leave.

(4) Replenishment of Credits. At the end of a calendar year, accumulated unused credits shall be carried forward with unlimited accumulation.

(c) Duty Related Injury or Illness.

(1) Any employee who incurs injury or illness arising out of and in the course of his employment and who is under a physician's care shall incur no charges against his sick leave credits. The foregoing provision shall apply whether or not the employee is receiving workmen's compensation benefits.

(2) In the event an employee is receiving Workmen's Compensation benefits, the City shall supplement the same by a weekly sum which, when added to such workmen's compensation benefits, will equal the employee's regular salary.

Section 2. Fire Prevention Division

The provisions of Section 1, above, shall, insofar as applicable, apply to the Fire Prevention Division, except that employees of the Fire Prevention Division shall receive 20 8-hour sick days per year credit, with unlimited accumulation.

Section 3. Relation Between Divisions.

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.

Section 4. Resignation, Retirement or Death.

(a) In the event an employee resigns or retires, he shall receive compensation in a sum equivalent to one-half of his accumulated sick leave credits at his prevailing hourly rate, but not exceeding ninety (90) days. In the event of an employee's death, his designated beneficiary, (or if he shall have designated no beneficiary, then his surviving spouse, or if non, his estate) shall receive compensation in a sum equivalent to one-half ($\frac{1}{2}$) of his accumulated sick leave credits at his prevailing hourly rate, but not exceeding ninety (90) days.

(b) In the event an employee of the Fire Prevention Division resigns or retires, he shall receive compensation in a sum equivalent to one-half of his accumulated sick leave credits at his prevailing hourly rate, but not exceeding one hundred sixty-two (162) days. In the event of the death of an employee of the Fire Prevention Division, his designated beneficiary (or if he shall have designated no beneficiary, then his surviving spouse, or if none, his estate) shall receive compensation in a sum equivalent to one-half ($\frac{1}{2}$) of his accumulated sick leave credits at his prevailing hourly rate, but not exceeding one hundred sixty-two (162) days.

Section 5. Extra Vacation

(a) An employee whose charges against sick leave credits do not exceed five (5) sick leave days in a calendar year shall receive three (3) vacation days with pay in addition to those otherwise provided in Article X, Section 1.

(b) Such three (3) additional vacation days shall be consecutively scheduled, 24-hour work days; and may be liquidated at a time of the employee's choice, including consecutive joinder to ordinary vacation periods, as provided in Article X, Section 1, and/or to additional vacation days previously earned, but unliquidated, under this section, provided they do not interfere with another employee's scheduled vacation as under Article X, Section 1.

(c) Employees shall liquidate extra vacation days earned under Section 5(a) within the succeeding two (2) calendar years.

(d) Extra vacation days, as herein provided, shall not be deemed a charge against accumulated sick leave credits.

Section 6. Concurrent Vacations.

Two (2) men shall be permitted simultaneous time off for their vacations. However, when the Department shall normally have five (5) men assigned to duty, only one of the two (2) men permitted simultaneous time off for vacation can be an officer.

ARTICLE XIII

FUNERAL LEAVE

Section 1. Fire Fighting Division. An employee shall be entitled to funeral leave with pay up to two (2) 24-hour duty days in the event of death in the employee's immediate family. He shall, in addition, be entitled to additional duty days off with pay chargeable to sick leave, as otherwise provided in Article XI, Section 3.

Section 2. Fire Prevention Division. An employee shall be entitled to funeral leave with pay up to four (4) eight-hour duty days in the event of death in the employee's immediate family. He shall, in addition, be entitled to additional duty days off with pay chargeable to sick leave, as otherwise provided in Article XI, Section 3.

Section 3. An employee's immediate family shall include wife, husband, mother, mother-in-law, father, father-in-law, sister, sister-in-law, brother, brother-in-law, child, son-in-law, daughter-in-law, grandparents, grandparents-in-law, and any other person in the same household.

ARTICLE XIV

FOOD ALLOWANCE

Section 1. The City shall pay each employee of the Fire Fighting Division \$225.00 annual food allowance, payable in advance in the first pay period of January, 1974, which will be incremented as hereinafter provided; provided that in the event an employee fails to complete the year's work for which he has been paid, he shall pro-rata reimburse the City for the funds covering the portion of the year not worked. The food allowance shall be increased as follows:

October 1, 1974 ... an additional \$75.00 for a
total annual rate thereafter
of \$300.00

October 1, 1975 ... an additional \$75.00 for a
total annual rate of \$375.00

Section 2. New employees of the Fire Fighting Division commencing employment after January 1 of any year shall receive food allowance pro-rated for the unexpired portion of the calendar year,

rounded to the nearest bi-weekly pay period, such sum to be payable in advance within 30 days after appointment, provided that should an employee fail to complete the remainder of the year for which paid, he shall pro-rata reimburse the City for the funds covering the portion of the year not worked.

ARTICLE XV

PHYSICAL EXAMINATION

The City shall, at its expense, provide each employee an annual physical examination, including but not limited to, chest X-ray and electrocardiogram. Such examinations shall be scheduled as nearly as possible on the anniversary of the employee's last physical examination.

ARTICLE XVI

INSURANCE

Section 1. (a) The City at its cost shall obtain for each active duty employee, life insurance of \$10,000 and sickness and accident insurance of \$50.00 per week for twenty-six (26) weeks. The employee shall be authorized to provide, at his own expense, additional coverage or benefits for himself or his dependents.

(b) Effective January 1, 1975, the City at its cost shall obtain for each active duty employee, term life insurance which will pay \$15,000.

Section 2. Michigan Blue Cross and Blue Shield Hospitalization and Medical Insurance coverage and benefits shall be continued for all active duty employees at not less than the existing levels. The City will pay the full cost of Blue Cross-Blue Shield family plan at benefit levels existing as of December 31, 1973, and pay the full cost of the family plan \$2 deductible prescription drug rider.

Section 3. All retirees and their spouses shall receive the following benefits:

(a) The City shall, at its cost, obtain for each retiree, life insurance of \$10,000 and sickness and accident insurance of \$50.00 per week for twenty-six (26) weeks.

(b) Michigan Blue Cross and Blue Shield Hospitalization and Medical Insurance coverage and benefits shall be continued for all retirees at not less than the levels existing as of December 31, 1973, including the retiree only \$2 deductible prescription drug rider.

Section 4. All employees covered under this contract shall receive copies of policies for amounts specified in contract or riders.

Section 5. (a) The Insurer has the right to have the employee examined at its expense while a Sickness and Accident claim is pending or being paid.

(b) The City at its expense, may require the employee to submit to a physical examination in order to verify the employee's ability to return to full-time work.

(c) In the event of a dispute between an employee, the Sickness and Accident Insurer or the City concerning the physical condition of such employees, such disputes shall be referred to the Chief of the Service of Wyandotte General Hospital within whose specialty the symptoms lie. Such Chief of Service shall designate a physician whose determination shall be binding upon the parties.

Section 6. Should the City be obligated by law to contribute to a governmentally sponsored insurance program, state, national or otherwise, which duplicates the benefits provided by the City under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the City not be obligated to provide double coverage; to escape such double coverage, the City shall be permitted to cancel benefits or policies which duplicate compulsory governmentally sponsored insurance programs; provided, however, the City agrees to maintain the benefit level established by this Agreement supplementing compulsory policies if necessary; provided further, that the City shall neither cancel nor alter benefit levels as a result of compulsory insurance without the mutual agreement of the Union.

Section 7. If an employee covered by this agreement is working for another employer who covers that employee with Hospitalization or sickness and accident insurance, such City employee will utilize the insurance of the other employer for injuries incurred while in the employ on the job of such other employer.

Section 8. New hires shall be added to and become eligible for benefits, as of the first premium payment following their hire; provided that new hires shall not respond to emergency runs until the City provides the life insurance coverage provided by this Agreement.

ARTICLE XVII

UNIFORM ALLOWANCE

Section 1. The City shall furnish all rubber goods required by employees.

Section 2. (a) The City shall, in addition thereto, pay each employee of the Fire Fighting Division, after one (1) year of service in the Department, as uniform allowance, \$200.00 per year, payable \$100.00 the first pay period in February, and \$100.00 the first pay period in August; and \$250.00 to each employee of the Fire Prevention Division, as uniform allowance, payable \$125.00 in the first pay period in February, and \$125.00 the first pay period in August and the increases thereafter shall be of identical amount as hereinafter provided and the total shall be \$50.00 over the uniform allowance for the Fire Fighting Division.

- (1) Effective January 1, 1975, the uniform allowance shall be increased by \$75.00 to a total of \$175.00 payable in February.
- (2) Effective July 1, 1975, the uniform allowance shall be increased by \$25.00 to a total of \$125.00 payable in August.
- (3) Effective October 1, 1975, the uniform allowance shall be increased by \$25.00 payable in the first pay period in October.
- (4) Effective January 1, 1976 and according to the schedule in Section 2(a), each payment shall be \$162.50 or an annual rate of \$325.00.

(b) The City shall, in addition thereto, pay each employee of the Fire Prevention Division, as a cleaning allowance, the sum of \$150.00 per year, payable at \$75.00 on the first pay period in January, and \$75.00 on the first pay period in July.

Section 3. The City shall, in addition thereto, furnish all original dress and work uniforms for Fire Fighters and Officers, as set forth in Exhibit "A" of this Agreement.

Section 4. As required uniform apparel, all fire fighters shall wear an emblem designating the fire fighting service of the City, of a design approved by the City, and worn in a manner approved by the City. The initial issue of such emblems shall be by the City and at the City's expense. Replacement emblems subsequent to the initial issue shall be the obligation of the individual fire fighter.

Section 5. The City agrees to provide new hires within one (1) week of hire with a Purchase Order for work uniforms, or in the alternate the new hire will be reimbursed upon evidence of purchase; provided that in special situations, where necessity can be established, the City will make arrangements for the new hire to secure the uniforms; provided further that the City shall designate to new hires the style to be worn.

ARTICLE XVIII

MAINTENANCE OF CONDITIONS

Section 1. Wages, hours and conditions of employment in effect at the execution of this agreement shall, except as improved herein, be maintained during the term of this Agreement. No employee shall suffer a reduction in benefits as a consequence of the execution of this Agreement, except only as provided in Article XI, Section 2.

Section 2. The City will make no unilateral changes in wages, hours and conditions of employment during the term of this Agreement, either contrary to the provisions of this Agreement or otherwise.

Section 3. This Agreement shall supersede any rules and regulations inconsistent herewith. Insofar as any provision of this Agreement shall conflict with any ordinance or resolution of the City, appropriate City Amendatory or other action shall be taken to render such ordinance or resolution compatible with this Agreement.

Section 4. (a) Firefighters' duties shall consist of keeping the quarters clean and performing preventive maintenance on all fire department vehicles and all other work directly connected with fire fighting, including the training of auxiliary firefighters. Heavy maintenance work which requires special skills, including, by way of illustration and not limitation, carpentry work, plumbing, electrical work, wall washing and painting shall not be required to be performed by fire fighters. Fire fighters shall not be required to work on the outside of buildings or on grounds, other than washing windows, and doing work directly connected with fire fighting.

(b) Fire Fighters shall be responsible for performing vehicle preventive maintenance in accordance with the present schedules attached hereto as Attachments 1 and 2; provided that in the event the City purchases additional equipment, either new or used, it is agreed that equivalent preventive maintenance tasks will be performed; provided further that the inclusion of Attachments 1 and 2 shall not be construed as a deletion of tasks currently performed on a regular basis.

Section 5. During a period of not more than ten (10) week days preceding fire prevention week, 24 hour personnel shall assist the Fire Prevention Division in the distribution of fire prevention posters and pamphlets utilizing the fire fighting or rescue vehicles for community visibility; provided that such work will be distributed as equally as possible.

ARTICLE XIX

STRIKE PROHIBITION

Section 1. The City will not lock out employees during the term of this Agreement.

Section 2. The parties to this Agreement mutually recognize and agree that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. Under no circumstances will the Union cause or permit its members to cause

nor will any member of the bargaining unit take part in any strike, sit-down, stay-in or slowdown in any department ^{of} or the City ^{or} of any curtailment of work or restriction of production or interference with the operations of the City during the term of this Agreement. For the purpose of this Article, the prohibited conduct must be for the purpose of inducing, influencing or coercing a change in conditions, or compensation, or the rights, privileges or obligations of employment. In the event of a work stoppage, other curtailments of production, the City shall not be required to negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until same has ceased. In consideration of the performance by the Union of its obligations under this Section, there shall be no liability on the part of the Union nor of its officers or agents for any damages resulting from the unauthorized breach of the agreements contained in this Section by individual members of the Union.

ARTICLE XX

DISCIPLINE

No employee shall be removed, discharged, reduced in rank or pay, suspended or otherwise punished, except for just cause, and in no event until he shall have been furnished with a written statement of the charges and the reasons for such action, and all charges shall be void unless filed within 30 days of the occurrence of the alleged violation. In the event a grievance thereon is filed by the employee, as elsewhere provided in this Agreement, the burden shall be upon the City to justify the action complained of. In any trial board proceeding the employee shall have reasonable time to prepare for the defense against charges preferred, and shall have the right to counsel, and shall be afforded due process.

ARTICLE XXI

SAFETY

Section 1. Minimum Manpower Requirement. There shall, at all times, be a minimum of four Fire Fighter employees on duty during any normal twenty-four hour shift for the duration of this Agreement.

Section 2. Safety Equipment. The City shall furnish to all employees flashlights and necessary batteries, and folding linemens' knives with hook-type blades. When a man is off duty, these items shall remain in the fire hall. Such items shall be made available for inspection as required by the Fire Chief. In the event such items become damaged through willful neglect, they shall be replaced by the employee.

Section 3. 1. At no time shall any man on duty in the fire fighting division be left alone at the station.

 2. When four (4) or more men respond to an alarm in two (2) vehicles, men will be equally divided among responding vehicles.

 3. In responding to alarms or assistance calls after the hours of darkness in a single vehicle, two (2) men shall be on said vehicle.

 (4) When any unit officer is on duty he shall respond to all alarms with the exception of "wash down" with the understanding that the officer is "in charge" and will not be the only fire fighter performing work at the scene.

Section 4. A Safety Committee shall be appointed on an annual basis and shall consist of the City Administrator, the Chief of the Department and two Fire Fighters to be designated in writing by the Union to the City on an annual basis.

Section 5. The parties agree that the Officer-In-Charge will consider such items as temperature, humidity and precipitation in determining whether non-emergency work or training shall be performed on a given day.

ARTICLE XXII

GRIEVANCE AND ARBITRATION

Section 1. Should any differences, disputes or complaints arise as to the meaning or application of the provisions of this agreement, such differences shall be resolved in the following manner:

Step 1. An aggrieved employee, through the Union or the Union, in behalf of one or more employees or in its own behalf, may initiate a grievance by submitting such grievance in writing to the chief of the department within 30 days after the occurrence or omission giving rise to the grievance. The Chief shall reply in writing within 10 days thereafter.

Step 2. If the matter is not satisfactorily resolved in the first step, the Union may appeal in writing to the Mayor within 10 days following the reply of the Chief, or if no reply has been received from the Chief, within 10 days following the date the reply from the Chief was due or twenty-one (21) days after the date the grievance was filed. The Mayor shall reply in writing within 10 days thereafter.

Step 3. If the grievance is not satisfactorily adjusted in the last preceding step within the time provided (unless mutually extended), either party may, with reasonable promptness in writing, request arbitration, and the other party shall be obliged to proceed with arbitration in the manner hereinafter provided. The parties shall attempt to agree upon an impartial arbitrator. If they cannot so agree within seven (7) calendar days of the request for arbitration, the party requesting the arbitration shall promptly thereafter file a demand for arbitration with the American Arbitration Association in accordance with the then applicable rules and regulations of the Association. The expenses of the arbitrator, excepting the parties' own expenses, shall be borne equally by the Union and the City. The arbitrator shall have the

authority and jurisdiction to determine the propriety of the interpretation and/or application of the collective bargaining agreement respecting the grievance in question, but he shall not have the power to alter or modify the terms of this Agreement. With respect to arbitrations involving the discipline or discharge of employees, the arbitrator shall determine if the discharge or discipline was for just cause; and he may review the penalty imposed and if he shall determine it to be inappropriate and/or unduly severe, he may modify it accordingly. He shall have the authority in cases concerning discharge, discipline and/or other matters, if he shall so determine, to order the payment of back wages and compensation for an employee, which the employee would otherwise have received (less compensations, if any, earned elsewhere during the period in question, which such compensation is attributable to the discharge, suspension or layoff period in issue, and which would not have been earned otherwise), and/or enter such other and/or further award as may be appropriate and just. His award shall be final and binding on the parties and affected employees.

Section 2. The Union shall have exclusive authority to initiate, prosecute and adjust grievances under this Article.

ARTICLE XXIII

GENERAL

Section 1. 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 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.

Section 2. Copy of this Agreement shall be distributed by the City to all employees.

Section 3. Grooming Code.

- (a) Members shall not wear beards of any type including goatees.
- (b) Trimmed mustaches are permissible.
- (c) The hair shall be clean, well groomed and of reasonable length, consistent with current fashion and safety.
- (d) Sideburns are permissible provided they are neatly trimmed and not bushy.

Section 4. Upon demand of either party, the parties agree that a Housekeeping Committee composed of the City Administrator, Fire Chief, and Union President or his designated representative shall meet to review such items as furniture, bedding, etc., for need of replacement. The Housekeeping Committee shall meet at least quarterly on the first Monday of each calendar quarter at 1:30 p.m. unless cancelled by the Union.

ARTICLE XXIV

SCHOOLING

The City of Southgate shall pay for tuition and all required books for Fire Fighters taking fire fighting curriculum pertaining to fire fighting and/or rescue courses offered in local schools or colleges. Reimbursement for tuition and required books shall be made to not more than four (4) Fire Fighters simultaneously where a grade of "C" (70%) or better is attained. All courses must meet the written reasonable criteria established and re-established by the City, and the fire fighter must pass the course with credit if credit is offered and furnish receipts upon completion in order to be reimbursed. Certificates or diplomas received shall become a part of the Fire Fighter's Civil Service Personnel File.

(a) The City reserves the right to refuse any particular college or educational institution for just cause.

(b) To be reimbursed, the courses must relate directly to firefighting or rescue work or be part of a recognized Firefighting Degree awarding curriculum. Courses may be scheduled during an employee's regular work schedule provided such scheduling does not create the requirement that the City pay overtime to any employee; unless that the employee is using personal business days to attend such classes; provided further, that the employee will provide the City with a semester schedule at the beginning of each semester and such schedule changes as they occur.

(c) Grants or Scholarships by the Federal or State Government, Educational Institution or other sources of whatever description shall be deducted from the City reimbursement program.

(d) Employees claiming reimbursement must prove they paid the amount sought to be reimbursed.

(e) If the City requires attendance at any particular course of instruction, the City reserves the right to designate the institution and will compensate employees for the use of the employee's personal vehicle on a one-time basis to the location and return at the rate of ten (10¢) cents per mile. Distances will be calculated from a recognized road Atlas.

(f) Participants will be selected on the basis of seniority; provided that employees engaged in schooling at the time this Agreement takes effect shall be given preference.

(g) New hires attending basic firefighting courses per this Agreement shall not be counted against the number to be reimbursed.

(h) In the event a Fire Fighter requests reimbursement for required books, such books shall be turned into the Department and become part of a Department library; provided further, Department library books will be utilized for courses where available.

(i) The examples of educational programs which shall meet criteria established herein shall include but not be limited to Associate Fire Fighter Degree curriculum and E.M.T. training, and lesser included programs.

ARTICLE XXV

DURATION

Section 1. This Agreement shall be effective the 1st day of January, 1974, and shall remain in force and effect to and including December 31, 1976; provided, that the Union has the right to the following reopener only, and only to be effective January 1, 1976:

1. Salary only may be reopened September 15, 1975, to be effective January 1, 1976.

2. While fringe benefits have been settled through December 31, 1976, the parties have agreed that the Union may reopen the following subjects only: Minimum manpower, Article XXI, Section 1, may be reopened September 15, 1975, to be effective January 1, 1976.

Section 2. The parties agree that, commencing not later than September 15, 1976, they will undertake negotiations for a new agreement for a succeeding period.

Section 3. In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new contract.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives the day and year first above written.

CITY OF SOUTHGATE, MICHIGAN
a municipal corporation,

By Robert C. Neume, Mayor

By Robert M. Snyder, City Clerk

LOCAL NO. 1307 OF THE INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS, also
known as SOUTHGATE FIRE FIGHTERS
UNION, AFL-CIO

By Thomas P. Fisher

By Larry C. Lynn

Dated this 24 day of
JANUARY, 1974, at
Southgate, Michigan.

EXHIBIT "A"

WORK UNIFORMS

Work Shirts	(3)
Work Pants	(3)
Work Belt	(1)
Work Jacket	(1)
Shoes	(1 pair)

DRESS UNIFORMS

Shirts, summer	(4)
Pants, summer	(1)
Shirts, winter	(2)
Pants, winter	(2)
Ties	(1)
Jacket, Ike	(1)
Overcoat	(1)
Belt	(1)
Hat	(1)

Any change to Exhibit "A" shall be paid for by City.
In the event of promotion and any uniform change, the City shall pay for such change.

ATTACHMENT "2"

APPARATUS MAINTENANCE
AND
LUBRICATION CHECK

APPARATUS NO. _____

DATE: _____ 19__

mileage	CHECK BY (INITIAL)
1. Chassis	
2. Crankcase	
3. OIL FILTER CHANGE	
4. AIR CLEANER CHANGE	
5. Road Transmission	
6. Differential	
7. Are Battery Cables Clean?	
8. Do All Gauges Work?	
9. Are Fan Belts O.K.	
10. Oil Change in Fire Pumps.	
11. WAX.	
12. Primer Pump Oil Level	
13. Clean All Ladders	
14.	
15.	

SYMBOLS TO BE USED:

(✓) C.K.

(X) Corrected

(O) Requires Attention

(-) Not Equipped

REMARKS:
