

AGREEMENT
BY AND BETWEEN
CITY OF SOUTHGATE
AND
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL 1307

July 1, 2022 through June 30, 2026

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COLLECTIVE BARGAINING AGREEMENT

This Agreement effective July 1, 2022 through June 30, 2026, 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.
Whenever the pronoun he is used in this Agreement, it shall be deemed and construed and implied to refer to he or she, as applicable.

ARTICLE II

COVERAGE

This Agreement shall be applicable as to all employees of the Fire Department of the City with the exception of the Fire Chief.

All new employees hired after the effective date of this Agreement shall serve a probationary period of one (1) year from date of hire.

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. All employees covered by this Agreement may maintain membership in the Union by paying the Union's uniform dues, fees, and assessments, or may pay a voluntary service fee to the Union.

Section 3.

- 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 1. The form shall include an agreement by the employee to hold the City harmless against any and all claims, demands, lawsuits, 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.
- 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 reason thereof, shall be forwarded to the Union Secretary-Treasurer of the local Union at 14730 Reaume Parkway, 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 of 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 purpose 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 of 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 at least one suitable bulletin board 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. Executive Board Members of the Union shall be allowed time off with pay to attend conventions of the Michigan State Fire Fighters Union and the International Association of Fire Fighters, as well as Union seminars and conferences. There shall not be more than two Executive Board Members allowed time off under this section on any one day. The Union shall receive eighteen (18) twenty-four hour duty days with pay for each two year period commencing January 1, 1990, 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 utilized within such two year period. The Union agrees to transmit to the City information received from such conventions and seminars regarding training and safety issues. If possible, a thirty (30) day notice shall be provided to the Fire Chief for time off requests related to scheduled Union activities.

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 release 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

Section 1. 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 express terms of this Agreement, including but not limited to Article XVIII, Maintenance of Conditions.

Section 2. 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.

Section 3. 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.

- A. 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.
- B. The responsibility of the City Council for the enactment of ordinances, the appropriation of money, and final determination of employee compensation.
- C. The responsibility of the City for establishing rules, initiating promotions and disciplinary actions, certifying payrolls and reviewing appointments and promotions.

- D. To appoint, assign or promote members to positions within the Department.
- E. To suspend, demote, discharge or take other disciplinary action against members for just cause.
- F. To determine methods, means and personnel necessary for departmental operation.
- G. To control the department budget.
- H. To take whatever actions are necessary in Governor declared emergencies to assure proper functioning of the department. The parties agree that this shall not result in a decrease in wages, loss of health care or leave time accrual.
- I. To determine the duties, responsibilities and qualifications of the employees of the department consistent with Civil Service Commission job descriptions.
- J. 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 firefighting 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.
- K. To promulgate reasonable work rules, procedures and regulations; provided that insofar as the Union has not agreed to any rule, procedure or regulations, it does not waive the right to argue its reasonableness or application.

Section 4. 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

2022-2023

	2022-2023	Hourly Rate	Pension Contribution
Starting 0-12 Months	\$49,843.72	\$19.02	8%
12-24 Months	\$52,570.68	\$20.06	8%
24-36 Months	\$57,852.79	\$22.07	8%
36-48 Months	\$62,149.49	\$23.71	8%
48-60 Months	\$69,366.97	\$26.47	8%
60 + Months	\$72,524.98	\$27.67	8%
Sgt/Eng	\$78,162.48	\$29.82	8%
0-12 Month Lieutenant	\$83,662.81	\$31.92	8%
12 Month + Lieutenant	\$86,427.51	\$32.98	8%
0-12 Month Captain	\$88,501.04	\$33.77	8%
12 Month + Captain	\$91,265.76	\$34.82	8%
Fire Marshal/EMS Coordinator	\$105,085.31	\$50.52	8%

2.5% raise

2023-2024

	2023-2024	Hourly Rate	Pension Contribution
Starting 0-12 Months	\$51,089.81	\$19.49	8%
12-24 Months	\$53,884.95	\$20.56	8%
24-36 Months	\$59,299.11	\$22.63	8%
36-48 Months	\$63,703.23	\$24.31	8%
48-60 Months	\$71,101.14	\$27.13	8%
60 + Months	\$74,338.10	\$28.36	8%
Sgt/Eng	\$80,116.54	\$30.57	8%
0-12 Month Lieutenant	\$85,754.38	\$32.72	8%
12 Month + Lieutenant	\$88,588.19	\$33.80	8%
0-12 Month Captain	\$90,713.57	\$34.61	8%
12 Month + Captain	\$93,547.40	\$35.69	8%
Fire Marshal/EMS Coordinator	\$107,712.44	\$51.78	8%

2.5% raise

2024-2025

	2024-2025	Hourly Rate	Pension Contribution
Starting 0-12 Months	\$52,111.61	\$19.88	8%
12-24 Months	\$54,962.65	\$20.97	8%
24-36 Months	\$60,485.09	\$23.08	8%
36-48 Months	\$64,977.29	\$24.79	8%
48-60 Months	\$72,523.17	\$27.67	8%
60 + Months	\$75,824.86	\$28.93	8%
Sgt/Eng	\$81,718.87	\$31.18	8%
0-12 Month Lieutenant	\$87,469.47	\$33.38	8%
12 Month + Lieutenant	\$90,359.96	\$34.48	8%
0-12 Month Captain	\$92,527.84	\$35.31	8%
12 Month + Captain	\$95,418.35	\$36.41	8%
Fire Marshal/EMS Coordinator	\$109,866.69	\$52.82	8%

2% raise

2025-2026

	2025-2026	Hourly Rate	Pension Contribution
Starting 0-12 Months	\$53,153.84	\$20.28	8.50%
12-24 Months	\$56,061.90	\$21.39	8.50%
24-36 Months	\$61,694.79	\$23.54	8.50%
36-48 Months	\$66,276.84	\$25.29	8.50%
48-60 Months	\$73,973.63	\$28.23	8.50%
60 + Months	\$77,341.36	\$29.51	8.50%
Sgt/Eng	\$83,353.25	\$31.80	8.50%
0-12 Month Lieutenant	\$89,218.86	\$34.04	8.50%
12 Month + Lieutenant	\$92,167.16	\$35.17	8.50%
0-12 Month Captain	\$94,378.40	\$36.01	8.50%
12 Month + Captain	\$97,326.72	\$37.14	8.50%
Fire Marshal/EMS Coordinator	\$112,064.03	\$53.88	8.50%

2% raise

Section 1. Roll Ins: The above wage scale includes the following: Longevity Pay as described in Section 2, Holiday Pay, Paramedic Bonus of \$3000, a \$150 Holiday Bonus, and a \$600 Command Bonus.

Section 2. Longevity Pay. Longevity bonus of \$1000 has been rolled into the base pay for the ranks of Sgt/Eng, Lt., Captain, and Fire Marshal as of 7/1/2022; a bonus of \$500 has been added to the

base pay of the 5 year firefighter as of 7/1/2022.

- A. FLSA: Lump sum payment annually of \$100.00, payable the first pay in February.

Section 3. Overtime Pay. (Shift Fill-in)

- 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 (50.4 hours in a 6 calendar day cycle). Such overtime shall be paid at one and one-half (1-1/2) times the employee's prevailing hourly rate. For 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 2,620.8 hours. Any shift differential paid shall be added to the hourly wage before the time and one-half is computed.
- 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 one and one-half (1-1/2) times 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 employees as set forth in Article VIII divided by 2,080 hours. Any shift differential paid shall be added to the hourly wage before the time and one-half is computed.
- C. Overtime work shall be assigned to employees as uniformly as possible. If an employee refused an assignment of overtime, he shall nevertheless be treated for the purpose of the next schedule as if he had accepted such assignment.
- D. 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.

Section 4. Emergency Call-in Pay:

- A. A minimum of four (4) hours emergency call-in pay, at time and one-half, shall be guaranteed to an employee who is called in to work after the end of, or prior to the start of, either his regular shift or shift on which he is working as a fill-in..
- B. An employee called in shall be released upon the termination of the reason for the call-in. However, it is agreed that the employee is responsible for all four hours of call-in time. In the event an employee is released prior to completing the four hours minimum and an occurrence requires additional personnel that employee is required to return to work. The City will not be liable for any additional overtime pay until the four hours minimum has been completed.

- C. 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 of a vacancy in a higher classification, the most senior employee on duty in the next lower rank shall be temporarily assigned to that classification and shall receive the rate of pay applicable to the higher classification. If there is no employee on duty in next lower rank, the most senior employee on duty in the second lower rank, who possesses the qualifications for that higher classification, as set forth in Article 24, Section 3, shall be temporarily assigned to that higher classification and shall receive the rate of pay applicable to that higher classification, provided that if there is no employee on duty in the second lower rank who possesses the qualifications for the higher classification, then the most senior employee on duty in that second lower rank shall be temporarily assigned up one or two, but only shall receive the rate of pay applicable to the classification. An employee shall not be temporarily assigned to, and receive pay for, a classification more than two classifications above the employee's current classification. A sergeant/engineer or a lieutenant shall be eligible for step up to captain with pay.

Section 6. Holiday Pay. Holiday pay has been rolled into the base pay and longer paid out separately for all ranks. An Employee shall be docked 16hrs/8hrs if he or she is scheduled to work on a holiday and fails to report. Unless his absence is excused or authorized under the terms of this Agreement. (New Year's Day, Memorial Day, July 4, Thanksgiving and Christmas)

- A. Should any of the above days fall on an employee's regular work day the employee working any portion of the day shall be compensated at time and one half for each hour worked on the holiday.
- B. Additionally, should any employee be called in to work on any holiday listed above, he/she shall be paid at the rate of time and one-half for each hour worked on the holiday,
- C. It is the intent of the parties that contract holidays for the Fire Prevention Division be scheduled off. The Fire Prevention Division will have the following holidays off: New Year's Day, Good Friday, Presidents Day, Memorial Day, Juneteenth, July 4, Labor Day, Veterans Day, Thanksgiving Day, Christmas Eve, and Christmas Day.

Section 7.

- A. Members of the bargaining unit covered by this Agreement shall receive a shift differential

in the amount hereinafter indicated for hours actually worked during a work shift as follows: 4:00 p.m. to 8:00 a.m. – \$1.00

- B. Any shift differential paid shall be added to the hourly wage before time and one-half is computed for overtime pay purposes under Article VIII, Sections 3(A) and (B).

Section 8.

- A. Fire Marshall/EMS Coordinator will receive an on-call allowance \$3750, payable the first pay in July.

Section 9. Lateral Pay: Members who are hired with previous IAFF full time experience shall be eligible to advance in the wage scale up to three (3) years wage scale. Each full year of service will count as 1 year.

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, eight (8) hours per day, and five (5) days per week. The work schedule of employees in the Fire Fighting Division shall be 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 Fire Fighter, 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 Fire Fighter suspended last under the terms of this section shall be first reinstated before any new appointments to the Fire Department shall be made.

Section 5. Prior to September 1st of each year, the Chief will develop a Super Kelly schedule on a rotating 28-day schedule for the following calendar year.

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 six (6) scheduled 24-hour work days, whether consecutive or in one day increments, plus winter vacation, consisting of six (6) scheduled 24-hour work days, whether consecutive or in one day increments.

(a.) Fire Fighting division new hires after January 1, 2008: 10 vacation days for 1st 10 years of employment; 12 days starting on 10th anniversary.

(2) After ten (10) years' 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. Provided, however, that for employees hired after January 1, 2008 seniority vacation days will be capped at 5 days.

(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. Employees hired after January 1, 2008 seniority vacation days will be capped at 5 days.

B. Fire Prevention Division:

(1) All employees: Summer vacation consisting of ten (10) scheduled eight (8) hour work days, whether consecutive or in one day increments, plus winter vacation consisting of ten (10) scheduled eight (8) hour work days, whether consecutive or in one day increments.

(2) Any employee on completing his tenth (10th) year of service and all employees having over ten (10) years of service, shall receive the following additional vacation:

At the end of: 10 years - 1 day	18 years - 9 days
11 years - 2 days	19 years - 10 days

12 years - 3 days	20 years - 11 days
13 years - 4 days	21 years - 12 days
14 years - 5 days	22 years - 13 days
15 years - 6 days	23 years - 14 days
16 years - 7 days	24 years - 15 days
17 years - 8 days	25 years - 16 days

"and so on"

(3) Upon completing their tenth (10th) anniversary year, employees may take the additional days earned in conjunction with their regularly scheduled summer or winter vacations.

(4) Vacations may be accumulative, not to exceed earned vacation of two (2) work years, but only if earned vacation was not made available to the employee by the City when requested by the employee during the 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 vacation shall be taken between May 1 and October 31. Winter vacations shall be taken between November 1 and April 30.

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

(1) Summer vacation schedules shall be posted no sooner than March 1 nor later than March 10. Each member of the bargaining unit shall make their first choice selection for summer vacation on or before April 15 and their final choice selection shall be made on or before April 30, and thereafter, any changes shall only be allowed with the approval of the Chief or designee. Such approval shall not be denied if the change will not result in employees being scheduled off more than forty eight (48) hours in combined personal leave and vacation leave. Only one change of a particular day will be allowed.

(2) Winter vacation schedules shall be posted no sooner than September 15 nor later than September 25. Each member of the bargaining unit shall make their first choice selection for winter vacation on or before October 15 and their final choice selection shall be made on or before October 31, and thereafter any changes shall only be allowed with the approval of the Chief or his designee. Such approval shall not be denied if the change will not result in employees being scheduled off more than forty

eight (48) hours in combined personal leave and vacation leave. Only one change of a particular day will be allowed.

(3) If ALS transport is negotiated with the City and the Union, the above time off rules will revert back to sixty (60) hours.

(4) Christmas Eve, Christmas Day, New Year's Eve, or New Year's Day shall be chosen as employees first choice of winter vacation on a rotating basis. Schedule presently being used shall continue. Separate schedules shall be maintained for Christmas holidays and New Year's holidays.

Section 5. Bonus 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 I(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; provided, however, an employee's employment and seniority shall terminate if:

- A. An employee with less than ten (10) years of seniority quits, or
- B. The employee is discharged for just cause, or
- C. The employee fails to report for work within thirty (30) calendar days after issuance of the City's notice of recall from layoff by certified mail to the last known address of such employee as-shown by the City's records. It shall be the responsibility of the employee to provide the City with a current address, or
- D. The employee is retired.

Section 2. Reassignments by the Department of the employees' Kelly days or units (i.e., platoons) shall be subject to seniority, with senior employee 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 (1) day of sick leave credit for each month of service rendered.
- (3) Commencing January 1, following his completion of one year of service, and on such date, each employee shall receive nine (9) sick leave day credits with unlimited accumulation.
 - (a.) Provided, however, that Fire Fighting division new hires after January 1, 2008 each employee will receive: 7 days of sick leave and unused days not paid out at any time, including retirement.
- (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 subsection (a). An employee shall not accumulate sick leave credits while receiving long term disability pay discussed in Subsection 5.
- (5) After an employee exhausts all of his accumulated sick leave for the same illness or injury, the City will provide the employee with a long-term disability policy (either self-insured or through an insurance company) which will pay the employee seventy (70%) percent of the employee's regular base wage as set forth in the "Salary Schedule", Article VIII, Wages, computed on a 50.4 hour work week, over a period not to exceed one hundred eighty (180) calendar days from and after the date the employee exhausts his last day of accumulated sick leave.

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, or a member of his immediate family which shall include spouse, child, parent, grandparents, brothers, or sisters of the employee, subject to verification by medical certificate after being off work for FIVE (5) unverified duty days or two (2) consecutive twenty-four (24) hour work days in a calendar year. When medical certification is required, the form attached as Attachment #4 shall be used. The employee

shall, to the extent possible, inform his Department Head of such illness. An employee shall be entitled to charge no more than thirty (30) days of accumulated sick leave credits in a calendar year for illness of spouse or children.

- (a) Sick time must be taken in four (4) hour segments;

(2). Personal Leave. An employee shall be entitled to charge up to six (6) twenty four hour duty days per year for personal business, subject to approval of his Department head.

- (a) Personal business must be taken in a minimum of four hours.

-Requests for personal business are to be made after May 1 for days within the summer vacation period and after November 1 for days within the winter vacation period. Employees of the Fire Prevention Division may take personal business in a minimum of one hour increments, with any extensions in a minimum of one hour.

- (b) The Chief may deny time off for personal business, except as provided in Article XXI, Education and Schooling, if at the time the request is made more than forty eight (48) hours are scheduled off for any vacation leave and/or personal business during the requested time period. Even if more than forty eight (48) hours are scheduled off for vacation leave and/or personal business during the requested time period, the Chief, in his sole discretion, may find special circumstances of an emergency nature which would warrant the employee being off. If ALS transport is negotiated with the City and the Union, the above time off rules will revert back to sixty (60) hours.

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

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

(5) Duty Related Injury or Illness. Injuries and illnesses arising out of and in the course of employment shall not be deducted from sick leave credits and an employee shall be paid his regular pay during the period of injury up to one (1) year. The employee may request a further six (6) month extension from the City Administrator or his designated

representative. The City may grant at its sole discretion a one-time extension of six (6) months of Worker's Compensation Supplemental benefits as set forth in this Section. All workers' compensation checks for this period shall be forwarded and endorsed back to the City. In the event there is a dispute where a disability arose out of and in the course of employment, the matter will be dealt with in accordance with the Workers' Compensation laws of the State of Michigan. In the event of any such dispute the employee shall continue to receive his regular pay for a period of up to one (1) year. The employee may request a further six (6) month extension from the City Administrator or his designated representative. The City may grant at its sole discretion a one-time extension of six (6) months of Worker's Compensation Supplemental benefits as set forth in this Section. During this period of dispute, however, an employee shall incur charges against accrued sick, personal and vacation time, in respective order. Once these accrued times have been exhausted, the employee shall continue to be paid until the end of the designated period, provided said employee has executed a form satisfactory to the City, permitting recovery of the excess pay advanced by the City. To avoid hardship on the employee, any such recovery of excess pay shall be made over the same length of time as that in which the excess payments were made. If determined that an employee's disability arose out of and in the course of employment, all sick, personal and vacation time shall be returned to the employee. Any workers' compensation payments made for the period during which the employee was receiving pay under this sub-section shall be forwarded and endorsed back to the City. If determined that an employee's disability did not arise out of and in the course of employment, all sick, personal and vacation time shall not be returned to the employee, and the City shall recover the excess pay in accordance with the form executed by the employee.

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 19 8-hour sick days per year credit, with unlimited accumulation.

Section 3. Relations 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 on a 2-1 basis.

Section 4. Resignation, Retirement, or Death.

The following provisions shall not adjust or alter the limitations on FAC as provide in Article XXVI of the Collective Bargaining Agreement.

A. Fire Fighting Division:

- (1) The following provisions will be applicable to all Fire Fighting Division employees hired ~~after January 1, 1981~~ but before January 1, 2008 and Command employees promoted after 7-1-2006 but hired before January 1, 2008.
 - (a) Upon resignation, such employee shall receive compensation in a sum equivalent to one-half (1/2) of his accumulated sick leave credits at his prevailing hourly rate, but not exceeding ninety (90) days.
 - (b) Upon death, 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 (1/2) of his accumulated sick leave credits at his prevailing hourly rate, but not exceeding ninety (90) days.
 - (c) Upon retirement, such employee shall receive compensation in a sum equivalent to 100% of his accumulated sick leave credits at his prevailing hourly rate, but not exceeding forty five (45) days.
 - (d) Upon completing twenty-one (21) years of service, such employee may sell back to the City up to Seven Thousand Five Hundred (\$7,500.00) Dollars' worth of sick leave per year at the employee's then current pay rate, to the nearest whole day. In no way shall an employee be paid for more than a total of forty-five (45) days or the amount of sick leave accumulated, whichever is less. An employee must maintain a minimum of twenty-seven (27) days sick leave accumulation after any reimbursement, except upon retirement.

B. Fire Prevention Division:

- (1) In the event an employee of the Fire Prevention Division resigns, he shall receive compensation in a sum equivalent to one-half (1/2) of his accumulated sick leave credits at his prevailing hourly rate, but not exceeding two hundred (200) 8 hour days.
- (2) 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 (1/2) of his accumulated sick leave credits at his prevailing hourly rate, but not exceeding two hundred (200) 8 hour days.

- (3) In the event an employee of the Fire Prevention Division he shall receive compensation in a sum equivalent to 100% of his accumulated sick leave credits at his prevailing hourly rate, but not exceeding one hundred (100) 8 hour days.
- (4) Upon completing twenty-one (21) years of service, an employee of the Fire Prevention Division may sell back to the City up to Seven Thousand Five Hundred (\$7,500.00) Dollars' worth of sick leave per year at the employee's then current pay rate, to the nearest whole day. In no way shall an employee be paid for more than a total of two hundred (200) days or the amount of sick leave accumulated, whichever is less. Employees must maintain a minimum of sixty (60) days sick leave accumulation after any reimbursement, except upon retirement.

Section 5. Bonus 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) bonus vacation days with pay in addition to those otherwise provided in Article X, Section 1.
- B. Such three (3) bonus vacation days shall be 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 bonus 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 bonus vacation days earned under Section 5(A) within the succeeding two (2) calendar years.
- D. Bonus 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.

ARTICLE XIII FUNERAL LEAVE

Section 1. Fire Fighting Division. An employee shall be entitled to funeral leave with pay up to

three (3) 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 XII, Sick Leave, Section 1(B)(3).

Section 2. Fire Prevention Division. An employee shall be entitled to funeral leave with pay up to five (5) 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 XII, Sick Leave, Section 1(B)(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 \$1125.00 as an annual food allowance. The food allowance shall be payable in advance in the second pay of January; 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.

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 of Southgate shall no longer provide for or arrange for an annual physical to take place. However, employees shall be reimbursed the value of a co-payment of an in-network physician physical or cost related to the physical examination covered under the health plan sponsored by the employer. This provision applies to the employee only and not a dependent.

Flu vaccination will be provided by the City, time and place to be determined by the City, on employees own time.

In the event the Chief has a reasonable basis for believing that the employee is incapable of performing his job or endangers his own health or safety, the health and safety of fellow employees, any other person or

City property, nothing in this Article shall be construed so to preclude the Fire Chief from ordering an employee to undergo examination by a physician and provide the results of such examination to the Chief of the Department. Prior to ordering such an examination, the Chief shall meet with the employee, along with the assistance of a union representative, if requested, and explain to the employee the reasons why the Chief has determined that such an examination is required. The Chief shall reduce such reasons to writing and furnish a copy to the employee and union as soon as possible thereafter.

Where there is a difference of opinion between the employee's personal physician and the physician chosen by the City as to whether the employee is able to perform his normal work assignment, the dispute shall be referred to the Chief of Service of either Henry Ford Hospital or University of Michigan Hospital, within whose specialty the symptoms lie. Such Chief of Service shall designate a physician whose determination made at the City's expense shall be binding on the parties. In the event that said physician determines that the employee is capable of performing his normal work duties, the employee shall immediately be reinstated and made whole for any lost wages and/or benefits.

ARTICLE XVI

INSURANCE

Section 1. The City at its cost shall obtain for each active duty employee, term life insurance of \$25,000.00 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.

Section 2. In the event of death from non-natural cause while on active duty or as a result of such injury received while on active duty, but occurring during non-duty hours, the City will provide an immediate \$1,000.00 cash payment to the employee's surviving spouse to provide living income while other death benefits are being processed, and furthermore, in each month following the month of death, an additional \$1,000.00 will be paid up to a maximum of \$3,000.00.

Section 3. Medical Insurance

The City shall provide Employees with the option of selecting either Community Blue 12 (See Attachment 6) or Blue Care Network HMO. (See Attachment 5). The Co-Pay prescription BCN Drug Rider for all employees shall be as follows: Tier 1A - \$4 copay, Tier 1B - \$15 copay, Tier 2 \$40 copay, Tier 3 - \$80 copay, Tier 4 – 20% coinsurance (Max \$200), Tier 5 – 20% coinsurance (Max \$300). The City has the right to place prescription coverage through another provider.

A. The City shall establish a flexible spending account for each member of the bargaining unit.

B. Health Care – The City will continue to enforce the hard cap methodology consistent with Public Act 152. The Parties agree that the blending formularization to determine the employee's share of the costs will remain in effect as long as the City utilizes the hard cap methodology. Health

Care plan employee costs shall be set annually with the total cost of plan above the annual hard cap limit being blended and charged at the same rate per employee regardless of plan (single, family, two person). Employees shall be required to utilize Mandatory mail order for maintenance drugs MOPD as required by the City's health insurance plan.

Section 4. The Employee Opt-Out: Single person: \$4,000.00; Two Person \$6,000.00; Family \$8,000.00. The Employee Opt-Out may continue into retirement for employees hired before 7/1/2016, however, will cease upon reaching Medicare eligibility. The member may rejoin the medical plan at any time, provided they meet the carrier's criteria. Payment will be prorated for any portion of the year the member opted out.

Section 5. The City will provide and pay the premiums for an 80/20 Dental Insurance Program with a two thousand (\$2000) dollar annual maximum benefit and a three thousand (\$3000) dollar lifetime orthodontic benefit for employees and eligible dependents. Employees will be provided with a Delta PPO.

Section 6. Retirees shall receive the following:

For retirees after 7-1-15 that where hired before 7/1/16: Notwithstanding the expiration date of this collective bargaining agreement, for employees who retire on or after 7/1/2022 and are entitled to retiree medical benefits pursuant to this Article, the medical coverage provided for the retirees and eligible spouse following retirement comprises a vested right as set forth in this Article. An eligible spouse shall be a spouse at the time of retirement. The retired employees and their eligible spouses, as applicable, are entitled to said medical coverage for the specific durations recited herein. The medical coverage upon retirement established in this Article, as it relates to retirees (and eligible spouses) who retire during the time this provision is effective, may not be impaired in any way by a collective bargaining agreement entered into after the eligible employee's retirement, nor, to the full extent legally feasible, by any other mechanism.

The parties explicitly agree that any mirrored retiree healthcare benefits (ie: retirees receive what active employees receive) prescribed in this Article do not violate the preceding paragraph or serve as an exception thereto. The mirrored benefits are also vested, fixed and unalterable rights which the retiree is promised, notwithstanding the expiration date of this collective bargaining agreement, for the specific durations recited herein. To be clear, the mirrored benefits prescribed in this Article call for every employee who retires subject to the

terms of this Article and his/her eligible spouse to receive the identical health insurance benefits being provided to active bargaining unit members at any given time. The fixed and unalterable mirrored benefit is, by its nature, fluid as to the level of insurance coverage provided and premium shares required, which is controlled by collective bargaining between the parties. The promise provided herein is that no future bargaining or other mechanism can be understood to uncouple the retiree benefits from the active bargaining unit benefits for employees retiring pursuant to this Article, and that except as explicitly provided herein, they shall always receive identical benefits to those of active bargaining unit members during the specific durations recited.

The Employer agrees to continue medical coverage and drug plan benefits for all eligible bargaining unit members and eligible spouses hired before (6/30/2016) upon the achievement of full retirement as provided under the collective bargaining agreement. This medical coverage shall be a vested benefit that shall not be terminable during and after the expiration of this Agreement.

However the benefit shall end upon a bargaining unit member/retiree and/or their eligible spouse achieving age sixty-five (65) or Medicare eligibility.

The medical coverage and drug plan provided shall be the equivalent plan or plans of the active health care plan or plans provided to active bargaining unit members in the highest benefit tier (if any tiers should exist), including co-pays, deductibles, co-insurance and any employer deductible deposits, etc.

Any negotiated changes in the collective bargaining agreement shall be applied to the former bargaining.

Bargaining unit members agree to the following health care contributions in retirement. Employee contributions shall cease upon the attainment of age sixty five (65).

5% of HMO plan.

If a Retiree relocates beyond the HMO coverage area or chooses to select the PPO option.

20% of PPO plan

A former bargaining unit member/retiree's and/or their eligible spouse health care benefit eligibility shall cease upon the occurrence of attaining age sixty-five (65) or achieving

Medicare Eligibility, whichever comes first.

Upon attaining Medicare eligibility, he/she shall receive a \$300 stipend per month and per eligible spouse to a total of \$600.00 per month to purchase Medicare Supplemental insurance, at which point all City obligations shall cease.

(1) Effective July 1, 2015 all members of the bargaining unit who retire shall receive an annual retiree dental benefit of \$500.

(A) Retirees will be allowed to purchase family coverage only for spouse and dependents at time of retirement at their cost (pay difference between cost of coverage for retire and spouse and cost of family coverage).

(B) Upon the death of an employee retiree, such retiree's spouse shall continue being covered under the City's medical and hospitalization plan.

(C) Employees hired after 6/30/2016 there will be no health insurance or dental benefits during retirement. The City will provide RHSA. The City will contribute 2% per pay, the employee will contribute 2% per pay.

Section 7. All employees covered under this contract shall receive copies of policies for amounts specified in contract or riders.

Section 8.

- 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 Henry Ford Hospital or University of Michigan Hospital within whose specialty the symptoms lie. Such Chief of Service shall designate a physician whose determination shall be binding upon the parties.

Section 9. 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 10. 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 11. 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.

Section 12. The City will provide Blue Cross Blue Shield 80/20 Optical Insurance Plan for active employees and eligible family members only.

Section 13. The City reserves the right to subrogation and recovery of amounts paid by the City, or its insurance plans, on behalf of a person covered by the City's insurance plans because of an injury in which the person covered by the City's insurance plan is entitled to recovery and is paid damages by another party. Subrogation shall apply to direct medical expenses and wages recovered and not to subjective damages such as "pain and suffering."

ARTICLE XVII UNIFORM ALLOWANCE

Section 1.

- A. The City shall furnish all turnout gear for employees. All new turnout gear shall meet or exceed current NFPA and OSHA Standards at time it is issued.
- B. New employees shall be issued new boots and gloves. Turn out coats, bunker pants and/or helmets, if reissued, shall be cleaned, sanitized and meet current NFPA and OSHA Standards. Should the new employee feel that reissued apparel is not serviceable for the purpose intended, such employee may submit specific objections to the Safety Committee for its approval within seven (7) calendar days of issue. The parties recognize that time lags between City order and receipt of items of apparel exist and will continue to exist.

Section 2.

- A. The City shall, in addition thereto, pay each employee of the Fire Fighting Division and

Fire Prevention Division, after one (1) year of Service in the Department, as uniform allowance \$850.00 per year. The uniform allowance shall be payable one-half the first pay in February, and one-half the first pay in August.

- 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 in January, and \$75.00 on the first pay in July.

Section 3. The City shall, in addition thereto, furnish work uniforms for Fire Fighters and Officers, as set forth in Attachment No. 2 of this Agreement.

Section 4. As required uniform apparel, all Fire Fighters shall wear an emblem designating the firefighting service of the City, of a design approved by the City, and worn in a manner approved by the City. The City shall supply emblems as needed.

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.

Section 4.

- A. Fire Fighters' duties shall consist of: keeping the quarter's clean and performing preventive maintenance on all Fire Department vehicles, tools, and equipment, and all other work directly connected with firefighting, including the training of auxiliary Fire Fighters. Maintenance work which requires special skills, including, by way of illustration and not limitation, carpentry work, plumbing, electrical work, washing and painting ceilings and walls, shall not be required. 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 firefighting.

- B. Sergeant/ Engineers shall be certified as pump operators and certified as qualified to drive all the apparatus located at the station by an institution or agency recognized by the Michigan Training Council, or approved by the Chief of the Department. Sergeant/Engineers shall be responsible for safely and properly operating all apparatus and for safely transporting firefighters to and from the scene of an emergency run, or other service call; operating the apparatus and equipment while at a scene in a proper manner; for performing preventative maintenance for the apparatus and equipment or seeing that such maintenance is made available when not practicable or feasible for such maintenance work to be performed at the station, and seeing to it that the apparatus and equipment is kept in proper operating condition at all times.

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 firefighting or rescue vehicles for community visibility; provided that such work will be distributed as equally as possible.

Section 6. Inspections shall be performed by the personnel assigned to the Engine on the date inspections are performed. Inspections shall be completed using a Fire Department Vehicle and shall consist of basic fire inspections of structures throughout the City each week, Monday through Friday. The amount of inspections to take place shall be determined by the daily staffing compliment and will be completed in the following manner: when there are nine (9) members of the fire suppression division not more than two (2) inspections shall take place. when there are eight (8) members of the fire suppression division not more than two (2) inspections shall take place, when there are seven (7) members of the fire suppression division not more than (1) inspection shall take place. If there are fewer than seven (7) members of the fire suppression division on duty than there shall be no scheduled fire inspections. Fire safety inspection reports for each structure shall be properly completed and turned into the Fire Marshal/EMS Coordinator in a timely manner, a copy of inspection report being included with this Agreement as Attachment 5.

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 the City or 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 that 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 fifty five (55) days of the occurrence of the alleged violation. All discipline shall be handled by Chief of the Fire Department. 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, provided that the probationary employee shall only be entitled to utilize the grievance procedure through step 2 to challenge disciplinary action, as provided in Article 22, Section 1, Step 2. In any grievance hearing or hearing before Act 78 Civil Service Commission, the employee shall have reasonable time to prepare for the defense against the 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 five (5) Fire Fighter employees on duty during any normal twenty-four-hour shift for the duration of this agreement. It is expressly agreed and understood that while a member is assisting with a medical transport beyond the legal jurisdiction of the City there shall be no obligation to backfill that position while on this transport, he/she shall count towards daily manpower during that time.

Probationary Fire Fighters shall not be counted as part of the Article XXI, Section 1, Minimum Manpower, until they have successfully completed sixty (60) days on-the-job service is provided, that in the event that all seniority Fire Fighters refuse overtime, the City shall be permitted to utilize probationary

Fire Fighters for such overtime work.

Probationary employees may be assigned to a forty (40) hour work shift for the first thirty (30) days of their on-the-job service. They shall be assigned to twenty-four (24) hour shifts thereafter.

Section 2. Safety Equipment. The City shall furnish new rechargeable streamlight survivor LED flashlights to all employees. The City shall furnish members of the bargaining unit a new pair of gloves, which will be selected by the Fire Chief and the Fire Union. 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.

- A. When responding to alarms with five (5) or more Fire Fighters, at least three (3) fire fighters will ride together on one piece of apparatus, the remaining employees will respond on the other apparatus's. This section shall not be construed to require that the City call in any employee to work on an overtime basis.
- B. When responding to alarms or assistance calls after the hours of darkness in a single vehicle, two (2) firefighters shall be on said vehicle.
- C. A unit officer shall respond to all Fire Incidents.
- D. The rescue shall be staffed with the most junior firefighter and the most junior Sgt/Eng. In the event seven (7), eight (8), or nine (9) personnel are on duty three apparatus's will be staffed with the following chart:

5 Man Day

Engine	Captain	Lt.	Sgt 1
Apparatus	Sgt. 2	FF	

6 Man Day

Engine	Captain	Lt.	Sgt 1	FF 1
Apparatus	Sgt. 2	FF 2		

7 Man Day

Engine	Captain	Lt.	Sgt 1
Apparatus	Sgt. 2	FF 1	
Rescue	Sgt. 3	FF 2	

8 Man Day

Engine	Captain	Lt.	Sgt 1	FF 1
Apparatus	Sgt. 2	FF 2		
Rescue	Sgt. 3	FF 3		

9 Man Day

Engine	Captain	Lt.	Sgt 1	FF 1
Apparatus	Sgt. 2	FF 2	FF 3	
Rescue	Sgt. 3	FF 4		

Section 4. Safety Committee.

- A. The City and the Union agree to cooperate in the establishment of a Safety Committee for the purpose of promoting safety, including safety awareness among members of the bargaining unit and the City in addition to the identification and correction of unsafe work practices and equipment consistent with the mission of the department.
- B. There shall be equal members of City and Union Committee Representatives which may be increased or decreased upon mutual agreement. The Committee shall initially consist of two (2) members selected by the Union and two (2) members selected by the City. Ex-officio resource personnel, such as IAFF Representatives, City Safety Engineers or Officers may also be members of the Committee without voting rights.
- C. The Safety Committee shall meet on an as needed basis upon the request of either the Union or the City.
- D. Safety inquiries may be initiated by the City, Union or individual members of the bargaining unit.
- E. (1) Committee initiated inquiries into safety and health related incidents or problems shall be conducted during scheduled working hours by a Committee member selected by the Committee who shall submit a written report in the following format with copies to all Committee members:
 - (a) Narrative statement of the problem.
 - (b) Nature of the investigation conducted and findings of fact.
 - (c) Recommendation for corrective or additional action where appropriate.
- (2) In the event the parties cannot agree on a majority selection, each party may select its own Committee designees to conduct separate inquiries.
- F. (1) It is the intent of the parties that all on-the-job injuries and accidents be reported to the shift officer in charge, on a mutually agreeable form, by the end of the shift for obvious injuries such as penetration wounds, and as soon as possible after diagnosis for non-visible injuries.
- (2) Copies of the Subsection (F)(1) report shall be forwarded to the Safety Committee by the City.

- (3) The purpose of the report is to provide timely contemporaneous information to the Committee and failure to timely report shall not be considered a cause for discipline or forfeiture of benefits.
- (4) Light Duty: When a member of the bargaining unit is placed on light duty for a compensable work place injury he/she shall be scheduled to work a regular twenty-four (24) hour shift.

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.

Section 6. The Fire Chief and the Union shall establish and agree to an apparatus and vehicle response model in a subsequent letter of agreement. Once an agreement is reached between the parties the policy shall be approved by the Southgate Public Safety Commission. These changes shall not affect staffing and manning.

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 ten (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 or City Administrator within ten (10) days following the reply of the Chief, or if no reply has been received from the Chief, within ten (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 or City Administrator shall reply in writing within ten (10) days thereafter.

If the grievance involves the suspension, reduction in pay, denial of permanent appointment, or any other form of disciplinary action of a probationary employee and is not satisfactorily resolved at this step, the probationary employee's sole recourse shall be appeal to Act 78 Fire and Police Civil Service Commission, which shall be initiated by the probationary employee's filing a notice of appeal to the Civil Service Commission within ten (10) days of receipt of the Mayor or City Administrator's reply.

If the grievance involves the suspension, reduction in pay, denial of permanent

appointment, or any other form of disciplinary action of a non-probationary employee and is not satisfactorily resolved at this step, the non-probationary employee may elect to appeal to the Act 78 Fire and Police Civil Service Commission, or to arbitration at Step 3 below, but not both. An appeal to the Civil Service Commission would be initiated by the non-probationary employee's filing a notice of appeal to the Civil Service Commission within ten (10) days of receipt of the Mayor or City Administrator's reply.

STEP 3: If the grievance is not satisfactorily adjusted in the last preceding step within the time provided (unless mutually extended) and does not involve the suspension, reduction in pay, denial of permanent appointment, or any other form of disciplinary action of a probationary employee, 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 arbitration 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 thereof, 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 representatives, shall meet to review such items as furniture, bedding, etc., for need of replacement.

Section 5. The City will initiate replacements within thirty (30) days, if manpower drops below sixteen (16) Fire Fighters/Sgt. Engineers by terminations from City service, by sending a letter to the Civil Service Commission requesting that a list of certified eligible be created for the position of Fire Fighter. The City further will appoint from the list of the Civil Service Commission in accordance with its rules such certified eligible within thirty (30) days of receipt of said list.

Section 6. An employee who serves on jury duty shall be paid regular wages and shall turn over to the City any fee received for jury service. An employee scheduled to work the day prior to beginning jury duty shall be released no later than 2300 hours. Upon completion of jury service the employee shall return to finish his scheduled shift, unless scheduled to return to jury service the following day, but shall be afforded a reasonable opportunity to eat and change, if necessary, prior to reporting for duty. An employee shall notify the City upon being summoned for jury service.

Section 7. The City agrees to meet with representatives of the Union before entering into any future mutual aid pacts and/or changing existing mutual aid pacts only for the purpose of informing the Union of the provisions of such proposed pacts and/or changes. This provision in no way shall be construed to require the City to negotiate with the Union in any way concerning any mutual aid pact, or concerning the terms, conditions, or contents thereof.

Section 8. Court Time. If, in conjunction with his employment, an employee is subpoenaed to appear in Court on a day the employee is not regularly scheduled for duty, he shall be compensated at the rate of time and one-half for all time spent in Court, with a four (4) hour minimum. This provision shall

not be applicable to any case or proceeding wherein the employee has been subpoenaed to give testimony or witness for or in behalf of any other past or present member of the local. Furthermore, before being eligible for pay the employee must first tender to the City any subpoena fees received for the Court appearance, plus a true copy of the subpoena which must contain written verification from the Court Clerk as to the time and date the employee appeared in Court.

ARTICLE XXIV

PROMOTIONS

Section 1. This section shall be the sole and exclusive method for effecting intra-bargaining unit promotions to the ranks below Chief but above Fire Fighter. It is the intention of the parties, at the request of Local 1307, Southgate Fire Fighters Union, and the City of Southgate, Michigan, that this section supersede and replace the promotional system administered by the Act 78 Police and Fire Fighters Civil Service Commission with the respect to the ranks indicated in sentence 1 of this section. In all other matters the provisions of Act 78 are to govern to the extent not contradicted by this Agreement.

A. In testing for position of Fire Chief the provision of Act 78 shall apply: Bargaining Unit members with 18 years of experience shall be eligible to test for the position of Chief. In the event there are not three (3) members eligibility shall be reduced two (2) years in order to obtain at least three (3) members.

Section 2. The City shall initiate promotions for vacancies it determines shall be filled in the ranks below the rank of Fire Chief but above Fire Fighter. The City shall maintain a minimum of two (2) Captains, four (4) Lieutenants, and six (6) Sergeant/Engineers and Fire Marshall/EMS Coordinator. The Parties agree that a good faith effort will be undertaken to ensure that all references to staffing and daily job assignments shall be modified to reflect this change in command structure.

Section 3. For promotion to any rank below Fire Marshall/EMS Coordinator, the individual promoted shall be the most senior employee in the next lower rank to the rank in which the City authorizes the promotion, provided:

- A. The individual to be promoted must have served a minimum of one (1) year in the next lower rank in which the City authorizes the promotion; provided, that if no individual has served a minimum of one (1) year in the next lower rank to the rank in which the City authorizes the promotion, the individual selected will be the most senior employee by rank in the rank from which the selection is made.
- B. If two individuals are promoted to a rank on the same day then departmental seniority shall prevail between those two individuals for the purposes of determining which of the two is the most senior in rank.

- C. The individual to be promoted to rank of Sgt/Eng has attained certification in approved Pump Operator and Driving classes. If any of the Sergeant/Engineers so promoted have not met the requirements of certification in an approved Pump Operator and/or Driving class, they must attend the next available courses required to meet such requirements and attain the necessary certifications. Any such employee who fails to meet this obligation shall be subject to demotion, notwithstanding the provisions of Act 78.
- D. The individual to be promoted to the rank of Lieutenant has attained Officer Level 1 certification from the State of Michigan Training Council.
- E. The individual to be promoted to the rank of Captain has attained Officer Level 2 and 3 certification from the State of Michigan Training Council.

Section 4. The City shall release, without charge to personal business or other leave, the two (2) most senior individuals who have not completed courses required under Section 3(C), (D), (E), and (F) above, to attend such courses. An employee scheduled to work the day prior to such courses shall be released no later than 2300 hours.

Section 5. The City of Southgate shall pay directly to the offering institution for tuition and all required books for a Fire Fighter taking courses enabling him to meet the requirements set forth above. The City shall not be required to pay tuition for any classes being taken a second time by an employee, and shall only be required to pay the tuition in the first instance if the employee completes the class and obtains a passing grade. The books shall be City property and shall be turned over to the City by the employee at the conclusion of each class for which they were purchased.

Section 6. If, at the time the City desires to fill a vacancy, the State Fire Fighters Training Council has not instituted a training program whereby an employee may attain Level 1, 2, or 3 certification, and said certification is required for promotion to the vacancy under this Article, then in that event, that requirement shall be waived, and the individual promoted shall be the most senior employee in the next lower rank to the rank in which the City authorizes the promotion.

Section 7. If, in the event, the City desires to fill a vacancy caused by other than a normal 25 year retirement and, in the event, the most senior employee in the next lower rank has not had sufficient opportunity to meet the requirements set forth for promotion to such vacancy in Sections (C), (D), (E), or (F) above, the most senior employee shall nonetheless be promoted to such vacancy, provided that the employee attends the next available courses required to meet such requirements and attains the necessary certifications. Any employee who fails to meet this obligation shall be subject to demotion, notwithstanding the provisions of Act 78.

Section 8. If after instituting any training program for Level 1, 2, or 3, the State Fire Fighters Council drops or abandons any said programs prior to July 1, 1997, without replacing the program dropped

or abandoned with one that is substantially similar, the City and the Union agree to meet after written notice from either party, to negotiate a replacement program which will be substantially similar in core content as the program dropped or abandoned by the State Fire Fighters Training Council.

Section 9. The employees to be promoted in accordance with the system shall be notified in writing by the City. If such employee declines promotions, such employee shall reject the promotion in writing within ten (10) calendar days of such employee's first duty day on which work is performed following receipt of the City's written notification. An employee's failure to timely notify the City of his rejection of a promotion shall operate as an acceptance of the promotion.

Section 10. The Parties agree that vacancies for the position of Fire Marshall/EMS Coordinator shall be filled in the following manner. All interest members possessing the rank of Lt. and Captain shall submit a letter of interest in the position to the City through the Fire Chief. All eligible members who submit a letter of interest shall participate in a pass-fail examination through an assessment Center. The City of Southgate Appointing Authority shall then have the right to select any of the qualified candidates for the position of Fire Marshall/EMS Coordinator. The City agrees that during the time the City provides ALS Response the City shall maintain this position. Vacancies in this job classification shall be posted by the City immediately upon knowledge of an impending vacancy, which shall be filed within thirty (30) days of such vacancy, unless the City is unable to do so subject to the requirements herein.

Section 11. The union acknowledges the Public Safety Director position shall be filled for all vacancies from a competitive test filled from the Police Chief and Fire Chief. If either chief waives the opportunity to test the candidates shall be selected from the respective lower rank from the respective Department in accordance with Act 78.

Section 12. The Parties agree that employees hired after the date of this Agreement shall not be hired subject to Civil Service Rules. Eligible applicants meeting the minimum requirements for the position of Fire Fighter shall upon the submission of a completed application, participate in an oral interview with the City Administrator, Fire Chief and Assistant City administrator/Finance Director or his designee. The Union shall be provided the annual opportunity to provide the City with a list of proposed interview questions and/or topics which it believes should be included in the new hire interview process. The City shall have the right to hire an individual as determined without the invocation of the Police and Fire Civil Service System, PA 78. The Parties further agree that the City may place a new hire in the wage scale up to the Year 3 wages based upon objective evidence of prior skills and experience.

Any offer made under this Agreement will be subject to all pre-employment requirements for all newly employed fire fighters including physical and psychological review, personnel file, CPAT and background review, probation period and other measures required by the Department.

ARTICLE XXV

EDUCATION AND SCHOOLING

Section 1. The City of Southgate shall pay for tuition and all required books for Fire Fighters taking Fire Fighting curriculum pertaining to firefighting and/or rescue courses offered in local schools or colleges. Reimbursement for tuition and required books shall be made to not more than six (6) 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 employee has received the prior written recommendation and prior written approval of the City Management. The City of Southgate agrees to reimburse eligible certified full-time employees for actual out-of-pocket tuition expenses for employees participating in eligible studies in accredited local schools or colleges, subject to the following eligibility requirements:
Reimbursement shall be paid at the following rates: 1.) local community college tuition shall be reimbursed at 100% of the cost of tuition 2.) Public University tuition shall be reimbursed at 50% of the cost of tuition.
- B. The City reserves the right to refuse any particular college or educational institution for just cause.
- C. To be reimbursed, the courses must relate directly firefighting or rescue work or be part of a recognized Fire Fighting 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 the employee is using personal business days to attend such classes (to a maximum of two such employees); 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 and provided further that no personal business time will be charged for Emergency Medical Training scheduled during an employee's regular work schedule, when the City does not offer the opportunity for certification or re-certification education while on duty at the station.
- D. 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.
- E. Employees claiming reimbursement must prove they paid the amount sought to be reimbursed.
- F. 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 the Federal government. Distances will be calculated from a recognized road atlas. Further, the City agrees to pay the fee for E.M.T. training directly to the hospital or school.

- G. 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.
- 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.
- J. School and Training: If you have school or training 32 or more hours within a consecutive seven day span, you will be placed on 40 hours for that consecutive seven day span with 50.4 hours of pay.

Section 2.

- A. All employees hired are required to have State certification as a Paramedic, and shall be required to maintain said certification as a condition of continuing employment from the rank of Lieutenant down.

A \$3000.00 paramedic bonus has been rolled into the base pay for all members.

Section 3. The City will attempt to offer the opportunity for all members of the bargaining unit, if scheduled for duty at the time the classes are posted, to attend, while on duty, the classes necessary for re-certification as Emergency Medical Technicians or Paramedic. In the event the City does not offer such classes, during the employee's re-certification period, thereby making it necessary for an employee to attend EMT, Specialist or Paramedic classes while off-duty, the employee will be compensated at the rate of time and one-half for all time spent in attending such classes.

Section 4.

- A. This section will apply only to training mandated by state or federal law and the respective agencies that administer and regulate said law for fire fighters to perform their duties. Said duties include but are not limited to firefighting, emergency medical care, hazardous materials response, specialized rescue and other emergency response which are routinely handled by the Fire Department.
- B. Attendance by employees during the employees' off-duty hours at such training shall be voluntary.
- C. As soon as practical after the Chief of the Fire Department learns, or should have learned,

of mandated training, the Chief will notify the Union of the training requirements, including the courses needed to meet these requirements, and the date by which that training must be obtained by posting such notice on the bulletin board outside the Chief's office and giving a copy to a Union officer.

- D. If training can be arranged at the station, the Chief will give at least thirty (30) days' notice of any training classes in the manner prescribed in Paragraph C. These classes will be scheduled for each unit, with at least fourteen (14) days between the classes. Additionally, the Chief will also schedule a make-up class for each unit at least thirty (30) days, but no more than sixty (60) days after the initial class offered on that unit. The Chief reserves the right to cancel or reschedule the make-up class if no attendance is anticipated or move the class to another location if minimal attendance is anticipated. Any other mandated training an employee wishes to attend must be approved in advance by the Chief as meeting the requirements necessary to certify that employee is adequately trained.
- E. Employees will be expected to attend the training class on their regularly scheduled duty day. Employees may attend a class on an off-duty day but will only be compensated additionally (at the rate of time and one half) if the class is not given on their regularly scheduled duty day or if they had scheduled time off on that training class day prior to the Chief posting notice of the class and are not scheduled on the make-up class day. If employees schedule the time off after the Chief's notice of the class, they may still be compensated at the rate of time and one half for attending the class on their off duty day if they provide verification to the Chief of their inability to attend the class on their duty day, such as serious illness or death in the family, or the serious illness of the employee.
- F. If any employee has not obtained the mandated training by the date required (as noticed by the Chief in Paragraph C), except if that employee has been prevented from obtaining that training through long-term illness or injury, then that employee will be suspended without pay or benefits, including accrual of seniority for any purpose, for up to sixty (60) days. The employee's insurance benefits will be maintained during the period of the suspension. If the employee fails to obtain the required training within these sixty (60) days, the City, at its sole option and at its sole discretion, may discharge the employee and the employee shall repay to the City, including through deduction from the employee's final check, the cost of the insurance coverage maintained on that employee's behalf by the City during the period of the suspension. If the employee does obtain the necessary training during the suspension, then that employee shall be reinstated, without any back pay or benefits, except that any seniority lost during the period of the employee's suspension shall be restored.

ARTICLE XXVI

PENSIONS

Section 1. The City will maintain the Act 345 Retirement System. Section 6(E) of Act 345 shall be amended to provide a 2.69 percentage multiplier for employees.

(a.) Members promoted to command positions on July 1, 2006 and thereafter will be provided the same pension calculations and payouts at retirement they were provided as non-command officers. (FAC, Sick leave payout, Vacation payout).

Section 2. Commencing with the execution date of this Agreement, the contribution rate for all employees shall be found under Article VIII Wages.

For all members, an average of three (3) years of highest annual compensation, as defined in Section 3 below, during the ten (10) years immediately preceding retirement shall be used to calculate such employee's pension entitlement upon retirement.

A. There will be a hard cap of \$80,000.00 for employees hired before 7/1/2008 and \$70,000.00 for employees hired after 7/1/2008 after annuity withdrawal. Employees hired after 7/1/2018 there will be no annuity withdrawal.

B. Pensions for new hires after January 1, 2008:

Multiplier: 2.69% for first 25 years of employment, then 1% for each year after that.

Calculation of pension: FAC based on 3 best out of 10 years.

FAC roll-ins: only base wage (as described in Article VIII section 1) and unused vacation (capped at 5 days).

Section 3. For employees hired before January 1, 2008 and for Command Officers promoted after July 1, 2006, but hired before January 1, 2008 Final Average Compensation shall include and be based upon base wage (as described in Article VIII section 1 and which shall include out-of-class pay and shift differential), overtime pay, accumulated and unused vacation days at the time of retirement, food allowance and cleaning and clothing allowance and one half of accumulated sick leave, to a maximum of forty-five (45) days or one hundred (100) days for Fire Prevention.

Section 4. Because of the impact on minimum manpower requirements, an employee must provide at least sixty (60) days prior notice of the desired retirement date. This notice shall be irrevocable once the individual's replacement has started employment.

Section 5.

A. Employees who are members of the Act 345 system, upon retirement, shall be allowed to

withdraw their accumulated contributions, or any portion thereof, (with interest), to retirement date. The parties hereto understand that upon such withdrawal, the member's pension shall be reduced by that portion of his retirement allowance which was financed by the member's contribution.

- B. The most recent interest rate in the actuarial report published by the Pension Benefit Guaranty Corporation (as determined by the Actuary) immediately preceding the member's retirement shall be used to determine the formula to compute the assumed rate of investment return.
- C. The parties agree that the de facto operation of the Act 345 Retirement system for the City of Southgate since at least July 1, 1988, consists of a defined benefit plan, commonly referred to as a pension plan and a defined contribution plan, commonly referred to as an annuity plan, which plans have been treated by the parties to this Agreement and the Board of Trustees of the Retirement System as qualified plans under the provisions of the Internal Revenue Code. The parties agree to continue the qualified status of the two plans within the Pension Trust Fund and agree to take action which may be required by Internal Revenue Service rules and regulations and the tax laws to maintain qualified plan status of the defined benefit plan (pension plan) and the defined contribution plan (annuity plan) under Section 401(a) or any other applicable section of the Internal Revenue code. The parties will request, and cooperate with, the Board of Trustees to apply for qualified plan status determination letters for each (i.e., the pension and annuity) of the plans of the Retirement System. It is agreed that, except for costs reasonable related to administration of the plans described herein, the actions required by the City pursuant to this section, shall not result in any additional costs or charges to the City or to the Pension Fund, nor shall the City or Pension Fund be obligated for same.

Section 6.

- A. The City agrees to the institution of a pension "pick-up" plan for the employees covered by this agreement, as previously approved by the Internal Revenue Service. The "pick-up" plan as set forth herein shall be instituted as follows:
 - (1) The City shall pick up the employee contributions required by employees for all compensation earned after the effective date of this provision. The contributions, so picked up, shall be treated as employer contributions in determining tax treatment under the United States Internal Revenue Code. Employee contributions picked-up by the City, pursuant to this provision, shall be treated for all other purposes, in the same manner and to the same extent, as employee contributions

made prior to the effective date of this provision.

- (2) The effective date of this provision shall be the January 1, 1992. These employee contributions so picked-up shall not be included in gross income for tax purposes until such time as they are distributed by refund or benefit payment.
- (3) With respect to the Plan Amendment and the "pick-up" of Employee pension contributions set forth above, it is expressly understood and agreed as follows:
 - (a) The plan amendment is being adopted only for the purpose of allowing employees to take advantage of the IRS code provisions which permit governmental employees to tax shelter their pension plan contributions.
 - (b) Employee contributions will be withheld from actual gross salary and paid to the plan as in the past.
 - (c) Salary before reduction for contribution will continue to serve as the basis for determining the amount of salary related fringe benefits, including retirement benefits.
 - (d) The City will maintain information which will permit identification of the amount of employee contributions made before and after the plan amendment. This is necessary in order to determine the extent to which a pension plan distribution is taxable income to the employee at the time the distribution is received.
 - (e) The plan amendment is being accomplished by local agreement rather than a change in State law.
- B. The effect of this provision is that each employee's compensation shall be reduced by the amount of the pension contribution which would otherwise be required of an employee under the provisions of the retirement system and the City will contribute this compensation reduction to the retirement system. The compensation reduction is to be considered a part of each employee's compensation for purposes of determining the contribution which would otherwise be required of an employee under the provisions of the retirement system.
- C. It is the intention of this provision that the above described contributions be treated as "pick-up" by the City for purposes of Section 414 (h)(2) of the Internal Revenue Code of 1986, in that the two criteria for such treatment are satisfied:
 - (1) The City hereby specifies that the above-described contributions, although specified as employee contributions under the retirement system, although withheld from actual gross salary and paid to the Plan as in the past, are being paid by the

City to the retirement system in lieu of contributions by the employee, and

- (2) The employee does not have the option of choosing to receive the contributed amounts directly instead of having them paid by the City to the retirement system.
- (3) It is the intention of the City and the Union that each employee may, pursuant to Section 414 (h)(2) of the Internal Revenue Code of 1986, exclude from current gross income, for Federal Income Tax purposes, all of the contributions made by the City to the retirement system and that such contributions shall not be includible in the employee's gross income until distributed or made available to the employees.

Section 7. The parties agree that the cost of hospitalization and medical insurance as contained in this contract shall be the sole obligation of the Act 345 Pension System, and shall be paid by and out of the Act 345 pension levy.

Section 8. Upon retirement for a service-connected disability, a member who has not met the minimum requirements for a normal service retirement, i.e., 25 years of service, shall receive a disability retirement pension of 50% of the members' final average compensation, which shall be payable to the member until the date that the member would have met the minimum service requirements for normal retirement had the member not been retired. The disabled member thereupon shall receive a regular retirement pension computed in accordance with Article XXVI, Section 1 or Section 2 for Employees hired after January 1, 2008. In computing the regular retirement pension the member shall be given service credit for the period of time the member was in receipt of a disability pension. If the disability retiree shall die before attaining the point at which the member would have met the minimum service requirements for normal retirement had the member not been retired, his/her surviving spouse shall receive a survivor disability pension equal to 60% of the disability pension payable to the disability retiree on the date of the retiree's death.

Section 9. Section 6(1)(i) of Act 345 shall be amended to read as follows: A member who continues in service on or after the date of acquiring ten (10) years of service credit and who does not have an option I election, provided for in subparagraph (i), in force, and dies while in service of the City or village before the effective date of his retirement, and leaves a surviving spouse, the spouse shall receive a pension computed in the same manner as if the member had (1) retired effective the day preceding the date of his death, (2) elected option I provided for in subparagraph (h), and (3) nominated the spouse as survivor beneficiary. Upon the death of the spouse, the pension shall terminate. A pension shall not be paid under this subparagraph on account of the death of member if benefits are paid under subdivision (2) on account of his death.

Section 10: An employee is eligible for regular retirement upon completing 25 years of service,

or age 60 with 10 years of service.

ARTICLE XXVII

DURATION

Section 1. This Agreement shall be effective the 1st day of July, 2022 and remain in force and effect to and including June 30, 2026.

Section 2. The parties agree that, commencing not later than April 15, 2026 they will undertake negotiations for a new agreement for the 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.

ARTICLE XXVIII

INDEMNIFICATION

The City of Southgate agrees to indemnify completely and hold harmless all members of the bargaining unit from and against any and all claims or suits based on any legal or equitable theory, seeking damages, costs, reimbursement, restitution, losses and/or expenses arising out of any action taken by a member of the bargaining unit in the course of or in the performance of their official duties with the City of Southgate. Said indemnification shall include, but not be limited to, claims of suits for destruction of property, motor vehicle accidents, wrongful death or injury, negligence or any other cause of action which is a direct or proximate result of any action reasonably taken by a member of the bargaining unit in the course of or arising out of performance of his/her duties as a City employee. This indemnification shall also be extended to any and all claims or suits arising out of any bargaining unit member in the performance of their City duties assisting a third-party ambulance service in providing patient care and/or transport. Said indemnification may take the form of insurance coverage to pay for legal representation, costs and fees, and payment of judgments or settlements; or the City may pay such liabilities from its own resources. Whether indemnification is provided through insurance or self-insurance is within the sole discretion of the City. This provision shall not apply to any claims or suits resulting from intentional wrongdoing or gross negligence on the part of a member of the Southgate Fire Department.

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

CITY OF SOUTHGATE, MICHIGAN,
a Municipal Corporation

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

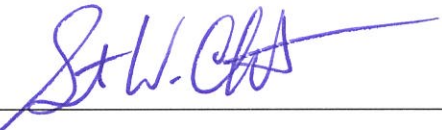
By: 
Joseph G. Kuspa, Mayor

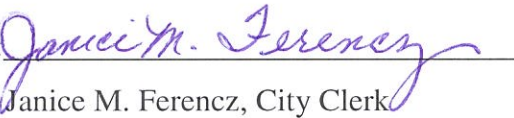
By: 
Timothy Georvassilis, President

By: 
Dan Marsh, City Administrator

By: _____
_____, Vice President

By: 
Justin Graves, Fire Chief

By: 
Steve Cholette, Secretary

By: 
Janice M. Ferencz, City Clerk

Dated this 3rd day of February, 2025,
at Southgate, Michigan.

ATTACHMENT #1

AUTHORIZATION FOR PAYROLL DEDUCTION

PLEASE PRINT:

By: _____,
Last Name First Name Middle Initial

To: City of Southgate, Michigan

Effective _____ I hereby authorize you to deduct from my
(Month, Day, Year)

earnings \$_____ per month or such other amount as IAFF Local 1307 may certify as my share of cost of administration and negotiation of this and succeeding collective bargaining agreements with the City of Southgate. In consideration of the City of Southgate providing this deduction service, I agree to hold the City of Southgate harmless against any and all claims, demands, lawsuits, 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 providing this deduction service. I further specifically agree that in the event that a refund of sums deducted under this Authorization is due to me for any reason, that in further consideration of the City of Southgate providing this deduction service, to seek such refund from IAFF Local 1307. The amounts deducted hereunder shall be paid to the Treasurer of IAFF Local 1307 at the address provided, and to be provided, by said IAFF Local 1307. This Authorization shall remain in effect unless terminated by me upon sixty (60) days prior written notice to IAFF Local 1307 and the City of Southgate upon termination of the Agreement or upon termination of employment.

Employee's Signature

Street Address
Southgate, Michigan 48195

ATTACHMENT #2

CLOTHING

EFFECTIVE JULY 1, 1993

WORK UNIFORMS

Work Shirts (4)
Work Pants (4)
Work Belt (1)
Job Shirt (1)
Shoes (1 pair)

OFFICERS

LIEUTENANTS

Work Shirts (3) Blue
Work Pants (3) Blue

CAPTAINS

Work Shirts (3) Blue
Work Pants (3) Blue

FIREMARSHALL/EMS Coordinator

Dress Coat (1)
Dress Shirt
Long Sleeve (3)
Short Sleeve (3)
Dress Pants (3)
Dress Belt (1)
Dress Shoes
Patent Leather (1 Pair)
Ties (2)

All employees shall initially be provided a spring rescue jacket.

The City shall supply emblems as needed.

In the event of promotion requiring a change in uniform, the City shall pay for the change.

ATTACHMENT 3
SOUTHGATE FIRE DEPARTMENT MEDICAL CERTIFICATE

Employee's Name: _____ Date of Exam: _____

A. I have examined and/or treated the above named employee for the following illness, injury, or condition: _____

(Diagnosis)

1. Indicate how the illness, injury, or condition described above disables the employee from working:

_____ Cannot Operate Equipment. (A fire fighter must be able to drive fire apparatus, operate pumps and related equipment, lay hose, and operating tools and equipment necessary to combat, contain and extinguish fires.)

_____ Impaired Mobility. (A fire fighter must be able to walk, run, climb or balance, stoop, kneel, crouch or crawl. A fire fighter must be able to use hands to handle/operate objects, tools, or controls, to pull hose, to reach with hands and arms.)

_____ Cannot Lift. (A fire fighter must be able to lift up to 10 pounds and occasionally lift up to 100 pounds.)

_____ Cannot Wear SCBA. (Self-Contained Breathing Apparatus)

_____ Impaired Senses. (A fire fighter must be able to talk or hear, taste or smell, have close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.)

_____ Other: _____

2. Period of disability:

Starting Date _____ Ending Date _____

3. Is employee scheduled for another appointment due to the reason described above?
_____ (If yes, date of appointment _____)

B. I have examined and/or treated _____, who is the spouse or child of the above named employee, for an illness, injury, or condition.

1. Identify the services or support needed by the above named spouse or child which disables _____ the _____ employee from _____ working.

2. If the condition of the spouse or child requires the employee to miss work, state the period of the employee's disability:

Starting Date _____

(When employee must miss work due to child or spouse)

Ending Date _____

(When employee can return to work)

Signature: _____ Date: _____

—

Physician's Printed Name: _____

Address: _____ Phone: _____

