

COLLECTIVE BARGAINING AGREEMENT

This agreement entered into as of July 1, 1974, between the CITY OF HIGHLAND PARK, MICHIGAN, a municipal corporation, hereinafter called the City, and LOCAL NO. 355 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, also known as HIGHLAND PARK 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 AND DEFINITIONS

Section 1. Purpose:

(a) 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.

(b) Nothing in this contract shall be held to conflict with the laws of the United States or the State of Michigan relating to veterans' preferences, wages and hour laws, workmen's compensation, or unemployment compensation laws, laws regulating the employment of firemen or other similar laws, it not being intended hereunder to limit the rights of employees afforded by such laws in any way.

(c) This agreement shall supersede any rules and regulations inconsistent herewith. Insofar as any provision of this agreement shall conflict with any ordinance or resolution of the City, appropriate City amendatory or other action shall be taken to render such ordinance or resolution compatible with this Agreement. Except as

provided by law, this agreement shall prevail in the event of conflict.

(d) "City" shall include the elected or appointed representatives of the City of Highland Park, Michigan.

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

Whenever the singular number is used, it shall include the plural.

Throughout this agreement, whenever referral is made to Public Act 78 or Act 78, it shall mean Public Act 78 of the Public Acts of 1935, as amended, State of Michigan.

ARTICLE II

COVERAGE

This agreement wherever applicable shall apply to all employees of the Fire Department of the City including, Fire Department Switchboard Alarm Operators, except the Fire Department Chief.

ARTICLE III

RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining representative of the Fire Department as defined in Article II, and as provided under the economic provisions of this agreement.

ARTICLE IV

REPRESENTATION

The Union shall be represented in all negotiations by a committee of no more than four (4) members, including but not restricted to Fire Fighters, Fire Officers, Fire Department Switchboard Alarm Operators and Fire Department Service Divisions, who are members of the Union bargaining unit.

The President of the Union will act as chief negotiator for the Union, also with legal counsel if deemed necessary by the committee.

ARTICLE V

MANAGEMENT SECURITY CLAUSE

In accordance with the provisions of Act 379 of the Public Acts of 1965, the City of Highland Park recognizes the Highland Park Fire Fighters Union as the exclusive bargaining representative in all matters that relate to pay, wages, hours of employment and all other conditions of employment for all employees of the Fire Department of the City including Fire Department Switchboard Alarm Operators, except the Fire Department Chief.

It is the intention of the parties, in the interest of attaining peaceful, orderly relations and efficient, uninterrupted fire protection to the public, to set forth in the agreement, the obligation of the City to the Union and the fire fighters it represents.

The Union reaffirms its adherence to the principle that it will not cause or permit its members to cause, nor will any member of the Union take part in, any alleged sickness, slow-down or unauthorized absence from work, picketing of City Department or premises.

The City shall have the right to discipline (including discharge) any fire fighters who instigate, participate in, or give leadership to any of the violations listed in this agreement. The Union and/or its representatives, agree to accept its responsibilities toward maintaining efficient uninterrupted fire service to the public.

The Union will not cause or permit its members to cause, any work stoppages, slow-downs or unauthorized absences in violation of this agreement.

ARTICLE VI

UNION ACTIVITIES

Section-1. General: Employees and their Union representatives shall have the right to join the Union, to engage in lawful concerted activities, for the purposes of collective negotiation or bargaining or other mutual aid and protection, to express or communicate any view, grievance, complaint or opinion related to the conditions or compensations of public employment or their betterment, all free from

any and all restraint, interference, coercion, discrimination or reprisal.

Section 2. Released Time: 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 in negotiating with the City, processing of grievances and in the enforcement of this agreement.

The President and Secretary of the Union shall be permitted time to leave the station and conduct regular and special meetings provided, however, such meetings are not disruptive of the duties of the employees or the efficient operation of the department.

Further, that one elected delegate of the Union be authorized up to five (5) work days off without pay to attend a convention, conference or seminar at which their participation is requested, being more than 200 miles from the corporate limits of the City of Highland Park and further, that any such convention, conference or seminar held within 200 miles of the corporate limits of the City of Highland Park attended under the same conditions, be authorized up to two (2) work days off without pay.

Section 3. Bulletin Boards: The Union shall be provided suitable space for bulletin boards for the posting of Union materials at each fire station. Such boards may be identified with the name of the Union and the Union may designate persons responsible therefor.

Section 4. Meetings: The City may grant permission for meetings on Fire Department property when requested by the Union and approved by the Fire Chief.

ARTICLE VII

OTHER AGREEMENTS

Section 1. Other Agreements: The City shall not enter into any agreements with Division of Fire Service employees individually or collectively or with any other organization which in any way conflicts with the provisions of this agreement.

ARTICLE VIII
ANNIVERSARY DATE

The anniversary date of service, for purpose of this contract shall be measured by reference to the original date of appointment as a probationer to the Fire Department.

ARTICLE IX

SENIORITY

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

ARTICLE X

MAINTENANCE OF CONDITIONS

Section 1. Maintenance of Conditions: 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.

Section 2. Classifications: All classifications and positions in effect at the time of the execution of this agreement shall be maintained during the life of the agreement unless mutually agreed by the City and the Union.

Section 3. Working Classification: Other than Article XXI of this agreement, no Fire Fighters or Fire Sergeants, shall be required to work out of his classification, as a mechanic, switchboard operator, signal division employee and/or Fire Department inspection department except in the event of an emergency.

Section 4. Basis of Hourly Rate: See Article XXXVIII, Duty Periods and Rates.

Section 5. Mutual Aid Agreements: The City shall not make or renew any mutual aid agreements absent consultation with the Union.

Section 6. Honoring Mutual Aid Agreements: Should any apparatus be assigned to another city to honor this city's Mutual Aid Agreement, thereby lowering out minimum fire fighting force, a Chief Officer will refer to Article XII of this agreement to bring our fire fighting force up to minimum requirements, as defined in Article XI.

ARTICLE XI

MANPOWER

The City will continue to maintain an adequate fire fighting work force so as to provide for maximum fire fighting protection and safety to the citizens of Highland Park and will where needed, make additional manpower assignments.

Claims by the Union that the City has failed to maintain an adequate work force may be a subject for the grievance procedure.

ARTICLE XII

OVERTIME SCHEDULE

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

ARTICLE XIII

DISCIPLINE

The City agrees that no employee will be disciplined or discharged in any manner except for just cause. In the event that the City finds it necessary to discharge or discipline an employee, the Union will be notified. Claims by the Union that the City has acted in violation of this Article of the agreement will be subject to the Grievance Procedure.

ARTICLE XIV

AGENCY SHOP

Any employee who is not a Union member and who does not make application for membership shall, as a condition of employment, pay to the Union an amount equal to the Union's regular initiation fee and a monthly service charge in an amount equal to the monthly

dues and assessments and fines uniformly applied to the members as a contribution toward the administration of this Agreement. Employees who fail to comply with this requirement within thirty (30) calendar days following the effective date of this Agreement or the confirmation of their employment shall be discharged by the Employer.

ARTICLE XV

CHECK-OFF

The City shall deduct, monthly, as dues or equivalent agency service fees as above provided, from the pay of each employee the required amount for the payment of Union dues, fees and assessment, or equivalent agency service fees, as above provided. Such sums, accompanied by a list of employees who had such deductions shall be forwarded to the Union office within thirty (30) days after such collections have been made.

ARTICLE XVI

PERMANENT COOK

The men at each fire house and/or unit, shall have the right under this agreement to have a permanent cook, provided the men on the unit at that fire house, who are required to cook unanimously agree.

ARTICLE XVII

PHYSICAL EXAMINATION

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

(b) The City shall make available appropriate immunization inoculations for all the men of the bargaining unit.

ARTICLE XVIII

TARDINESS

The City maintains the right to discipline employees for tardiness and other infractions of reasonable rules and regulations.

However, members charged and found guilty of tardiness for the first three (3) times in one (1) calendar year, shall suffer a loss of pay at regular or premium rate (whichever is applicable) for actual time lost.

ARTICLE XIX

GRIEVANCE AND ARBITRATION

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

STEP 1. Any employee believing he has cause for a grievance may at his option, within ten (10) calendar days discuss the matter directly with the Duty Officer or may take it up with his representative who shall discuss the grievance with the Duty Officer. Recognizing the value and importance of full discussion in clearing up misunderstandings and preserving harmonious relations, every reasonable effort shall be made to settle problems promptly at this point through discussion. No grievance will be considered or discussed which is presented later than fifteen (15) calendar days after such has happened with the exception of wage claims which may be presented no later than forty-five (45) days after the occurrence giving rise to the grievance.

STEP 2. If the matter is not disposed of in the discussion with the "Duty Officer", the aggrieved employee, through the Union or the Union on behalf of one or more employees, or on its own behalf may submit the grievance in writing to the Chief of the Department within ten (10) days following the reply of the Duty Officer or if no reply has been

received from the Duty Officer within ten (10) days following the submission of the grievance under Step 1, within the next ten (10) days. Any grievance filed shall set forth in detail all the facts relied upon in support of the grievance. The Chief shall reply within ten (10) days thereafter. The Chief's disposition shall be in writing setting forth in detail all the facts relied upon in support of his disposition.

STEP 3. If the matter is not satisfactorily resolved in the second step, the Union may appeal in writing to the Director of Personnel and Labor Relations or his representative 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 submission of the grievance under Step 2, within the next ten (10) days. The Director of Personnel and Labor Relations or his representative shall reply in writing within ten (10) days thereafter.

STEP 4. If the matter is not satisfactorily resolved in the third step, the Union may appeal to the Civil Service Commission established under Act 78, P.A. 1935 (MCLA 38.501 et. seq.), who for the purposes of this step shall be deemed to be acting extra-legally of the Act. Such Union appeal shall be taken, in writing, within ten (10) days of the written reply of the Director of Personnel and Labor Relations.

STEP 5. If the grievance is not satisfactorily adjusted in the last preceding step within the time provided (unless mutually extended), either party may, with reasonable promptness, in writing, request arbitration, and the other party shall be obliged to proceed with arbitration in the manner hereinafter provided. The parties shall attempt to agree upon an impartial arbitrator. If they cannot so agree within seven (7) calendar days of the request for arbitration,

the party requesting the arbitration, the party requesting the arbitration shall promptly thereafter file demand for arbitration with the American Arbitration Association in accordance with the then applicable rules of the Association. The expenses shall be borne equally by the Union and the City. The Arbitrator shall have the authority and jurisdiction to determine the propriety of the interpretation and/or application of the collective bargaining agreement respecting the grievance in question, but he shall not have the power to alter or modify the terms of this agreement.

With respect to arbitrations involving the discipline or discharge of other employees, the arbitrator shall determine if the discharge or discipline was for just cause; and he may review the penalty imposed or 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 not received (less compensation, if any, earned elsewhere during the period in question, which such compensation is attributable to the discharge, suspension or layoff period in issue and which would not have been earned otherwise), and/or enter such other and/or further award as may be appropriate and just. His award shall be final and binding on the parties and affected employees.

Both parties waive Circuit Court appellate procedures provided by statute or otherwise.

Section 2. The Grievance Procedures provided in this agreement shall be supplementary or cumulative to, rather than exclusive of, any procedures or remedies afforded to any employee by law.

Section 3. The Union shall have exclusive authority to initiate, prosecute and adjust grievances under this grievance procedure.

ARTICLE XX

TRADING DAYS

Subject to departmental manpower, employees shall be permitted to voluntarily trade work, leave or Kelly Days. All leave days relating to this provision only, shall be returned within a thirty (30) day period.

ARTICLE XXI

DUTIES OF A FIRE FIGHTER

The duties of a Fire Fighter shall consist mainly of fighting fires. When not engaged in fire fighting, fire fighters may be assigned work related to fire fighting. Fire Fighters may not be assigned work for which they are not qualified and which would interfere with their duties as fire fighters.

ARTICLE XXII

TERMINATION OF EMPLOYMENT

Upon termination of the employee, he shall be given a pay off for all time due him, including compensatory time, paid leave, terminal leave and any other benefits authorized by Council resolution and/or ordinance allowing for prorating of the benefits.

ARTICLE XXIII

REINSTATEMENT

Employees who sever their connection with the Fire Department and who return at a later date must requalify for all fringes as a new employee with the exception of individuals who are "reinstated" by the Commission after less than two (2) years absence.

ARTICLE XXIV

RIDING IN CHARGE

When due to the absence of an officer, other than in a permanent position vacancy, a Fire Fighter is required to ride in charge of an engine, ladder truck, rescue vehicle and ambulance, he shall be

entitled to the rate of pay of a Sergeant fire fighting division for that day.

ARTICLE XXV

ACCREDITED SCHOOLING

Section 1. The City of Highland Park will pay for tuition and textbooks for fire fighters taking job related courses or courses offered in the fire fighting curriculum in local schools and colleges. Reimbursement for books and tuition will be made to the employee by the City after completion of course where a grade of "C" or better is attained. All courses must be preapproved by the Chief of Department. The fire fighter must pass the courses with a credit and receipts have to be furnished upon completion in order to be reimbursed. Certificates or diplomas received shall become a part of the employee's Civil Service Personnel Jacket.

Section 2. To maintain and insure a high degree of knowledge in current fire service practices and fair professional advancement, a Library and Reference facility shall be initiated containing the latest works in the area of fire science and related subjects.

ARTICLE XXVI

EMERGENCY RIOTS

The intent of the City is to coordinate all plans with Police, Fire Fighters and National Guard and to provide maximum protection for all fire units responding to alarms. The fire fighters will be informed of these plans within a reasonable length of time.

ARTICLE XXVII

SANITATION

The City agrees to maintain proper health and sanitation conditions throughout the Department for the duration of this agreement.

ARTICLE XXVIII

DISPATCHERS AND FIRE ALARM OPERATORS

Dispatchers and fire alarm operators shall have their wages negotiated at the same time as the fire fighters. At the present time, this means that they shall have their wages negotiated as part of the contract which will terminate June 30, 1977, between fire fighters and the City of Highland Park.

ARTICLE XXIX

DISTRIBUTION OF AGREEMENT

Copies of this agreement shall be distributed by the City to all employees affected by the terms of this agreement.

ARTICLE XXX

GENERAL MISCELLANEOUS

Accumulated Time: A current list of accumulated compensatory time and sick bank and any time owed the personnel by the City shall be posted for the inspection of the personnel.

Financial Pension Statement: A financial statement of the individual employee's contribution and accumulated interest to the Highland Park Fire and Police Pension Fund shall be submitted to each employee.

Residency: In the event that there is established for fiscal years 1974-1975, 1975-1976, and 1976-1977 by arbitration, negotiation or otherwise, a policy on residency for non-civilian employees or officers of the Highland Park Police Department, such policy shall also be applicable to members of the Highland Park Fire Department. In other words, employees of the Fire Department shall be subject to the same rules as the employees at the Police Department on the issue of residency.

ECONOMIC AGREEMENT

The following economic agreement which is incorporated into the Collective Bargaining Contract between the Highland Park Fire Fighters Union Local #355 and the City of Highland Park shall be retroactive to July 1, 1974, and shall remain in effect until June 30, 1977, unless otherwise stipulated herein.

ARTICLE XXXI

PARITY

Section 1: Members of the Police and Fire Departments, as hereinafter enumerated, shall receive equal annual compensation and benefits, including equal annual wages as follows:

<u>Fire Department</u>	<u>Police Department</u>
Fire Fighter	Patrolman
Junior Inspector	Corporal
Sergeant	Corporal
Lieutenant	Sergeant
Captain	Lieutenant
Fire Marshall	Lieutenant
Assistant Chief	Captain

Section 2: No disparity in such annual compensation or wages to be paid to members of the fire fighters bargaining unit shall occur or be justified on account of differences between police officers and fire fighters as to average, normal, regular, or customary hours of work on duty or as to furlough, leaves, or leave days, or vacation; nor on account of the hazardous character of such work on duty; nor on account of changes of titles of classifications, as hereinabove enumerated; nor indirectly to avoid the intent of this Agreement, which is to assure parity of compensation and wages paid to police officers and fire fighters.

Section 3: Highland Park Fire Department Switchboard & Fire Alarm Operators shall receive a \$250 catch-up increase effective July 1, 1975. This catch-up factor shall be paid over and above the five (5) percent interim increase. The \$250 catch-up factor shall be added to the base pay of the Switchboard & Fire Alarm Operators effective July 1, 1975, and it shall be in addition to any amount that might be granted to Fire Department employees pursuant to the parity agreement.

Section 4: The parties agree that all of the following economic issues shall be governed by the parity agreement: Request for retroactive wage increase effective July 1, 1974; improvement in life insurance coverage; improvement in holiday pay; clothing allowance for Ranking Officers; sick leave benefit improvement; vacation; longevity pay improvement; residency policy; and an improvement in the overtime pay policy.

ARTICLE XXXII

WAGES

Section 1: The City agrees to pay all members of the Collective Bargaining Unit a 6% across-the-board wage increase effective July 1, 1974, through June 30, 1975, a 7% across-the-board wage increase effective July 1, 1975, through June 30, 1976, and a 8% across-the-board wage increase effective July 1, 1976 through June 30, 1977.

Section 2: Pay Scale

	<u>1974-75</u>	<u>1975-76</u>	<u>1976-77</u>
Assistant Chief	21,798.40	23,978.44	25,903.72
Captain	19,997.12	21,798.40	23,548.46
Fire Marshall	19,997.12	21,798.40	23,548.46
Lieutenant	18,345.60	19,817.68	21,406.17
Sergeant	16,831.36	18,015.12	19,460.16
Junior Inspector	16,831.36	18,015.12	19,460.16
Fire Fighter	-----	-----	-----
Start	10,595.52	11,339.36	12,246.12
1 Year	11,544.00	12,355.92	13,344.40
2 Years	12,467.52	13,341.04	14,409.28
3 Years	13,391.04	14,326.16	15,474.16
4 Years	15,005.12	16,055.36	17,340.84
Switchboard & Fire Alarm Operator	-----	-----	-----
Start	10,707.84	11,706.16	12,642.84
6 Months	11,610.56	12,670.32	13,684.75
1 Year	11,731.20	12,806.56	13,833.00

Section 3: In no event shall the percentage differential between the salaries of Fire Lieutenant and the maximum salary of Fire Sergeant and between the salaries of Fire Captain and/or Fire Marshall and the maximum salary of Fire Lieutenant and between the salaries of Fire Assistant Chief and the maximum salary of Fire Captain and/or Fire Marshall be less than nine (9%) percent during the period of time from July 1, 1974 through June 30, 1975, nor less than ten (10%) thereafter during the term of this Agreement.

ARTICLE XXXIII

SHIFT DIFFERENTIAL

Each employee of the bargaining unit shall be entitled to receive shift differential according to the following method:

Section 1: All ranks from Fire Fighter up to and including the Assistant Chief shall be paid \$2.00 per day worked. However, Fire Marshalls and Fire Inspectors shall not be entitled to receive shift differential compensation.

Section 2: Switchboard & Fire Alarm Operators shall be paid ten cents (10¢) per hour for all hours actually worked during any regularly assigned daily afternoon shift, which is hereby defined as any full-time shift commencing at the hour of 4:00

p.m. or between the hours of 4:00 p.m. and 12:00 midnight. A premium of fifteen cents (15¢) per hour shall be paid to Switchboard & Fire Alarm Operators for all hours actually worked during any regularly assigned daily night shift which is hereby defined as any full-time shift commencing at the hour of 12:00 midnight or between the hours of 12:00 midnight and 8:00 a.m. inclusive.

Section 3: Shift differential shall be paid to all eligible members of the bargaining unit on a semi-annual basis. Such payments shall be made no later than July 30 and January 30.

ARTICLE XXXIV

LONGEVITY

Section 1: Longevity payment shall be made to all members of the bargaining unit up to and including the Assistant Chief. Such longevity pay shall not become a part of an employee's base pay. It is a reward based on length of service.

Section 2: Service: Such term shall be construed to mean payroll time, exclusive of overtime or premium time. It shall include time spent on duty disability pension ONLY FOR THE PURPOSE OF COMPUTING THE YEARS OF SERVICE FOR QUALIFYING, AND NOT FOR THE PURPOSE OF CONTINUING ANNUAL LONGEVITY PAYMENTS. IT SHALL INCLUDE ALL TIME SPENT ON MILITARY LEAVE but shall not include absence due to lay-off or leaves of absence, nor time served prior to any resignation or discharge. For the purpose of this Article, service while under the status of special service or part time employment may be credited and accumulated only if and when an employee or officer shall have become a permanent employee.

Section 3:

Schedule 1: Amount of Pay: Fire Fighters, sergeants, junior inspectors and Switchboard & Fire Alarm Operators longevity pay shall be based upon the following schedule:

1975-1976, 1976-1977

After 5 years of seniority	\$100 longevity
After 10 years of seniority	\$175 longevity
After 15 years of seniority	\$350 longevity
After 20 years of seniority	\$375 longevity

Schedule 2: Ranking Officers: Longevity to be paid on anniversary date as follows:

Ranking Officers after 10 years seniority	- \$150.00
Ranking Officers after 15 years seniority	- \$300.00
Ranking Officers after 20 years seniority	- \$375.00
Ranking Officers after 25 years seniority	- \$450.00
Ranking Officers after 30 years seniority	- \$525.00

All service with the city shall be credited towards a member's longevity.

Section 4: List of Eligible Employees to be Furnished City Personnel Director Annually:

The Fire Chief, on November 15 of each year, shall furnish the City Finance Director a list of Fire Fighters, Sergeants and Switchboard & Fire Alarm Operators who will become eligible for longevity increment pay on December 1 of each year. The Fire Chief shall also furnish the City Finance Director a list of Ranking Officers who are eligible to receive longevity. He shall indicate, in the manner prescribed by the City Finance Director, the amount of longevity pay due each such employee and the City Finance Director may then authorize payment as of December 1 of each year.

Section 5: Employees, in addition to the aforesaid qualifications, must, on due dates of payment of longevity increment, be in the service of the city. PROVIDED, NO EMPLOYEE WILL BE DENIED LONGEVITY ON DECEMBER 1 BECAUSE OF A TEMPORARY UNPAID ABSENCE OF THIRTY (30) CONTINUOUS DAYS OR LESS EXTENDING THROUGH THE DECEMBER FIRST DATE IN QUESTION.

Section 6: Pro-rated longevity payments may be made between December 1 dates to qualified employees who separate or take leave from city service; excluding those who are discharged, those who resign and those who resign with a vested pension. Such pro-rated longevity increment shall be paid for time served on a full calendar month basis since the date of their last longevity payment; provided that each month shall contain at least eight (8) duty days of service for firefighters, sergeants and ranking officers, and eighteen (18) duty days of service for Switchboard & Fire Alarm Operators, junior inspector and fire marshall. In the case of employees who have otherwise qualified for longevity pay, according to the provisions of this section, but who fail to retain status by reason of death, the provisions requiring employees to be in service shall be suspended so that one, and only one longevity payment may be made to THEIR beneficiaries on a pro-rated basis, AS ABOVE.

Section 7: Service not required to be consecutive. The years of required service need not be consecutive or uninterrupted. Service, for the purposes of qualifying for longevity pay may be accumulated in terms of years equivalent to three hundred sixty-five (365) service days, according to the best city records available, provided, that during such years of required service, there shall have been accumulated an average of two hundred sixteen (216) days for Switchboard & Fire Alarm Operators, Fire Inspectors and Fire Marshall per year of paid time, and one hundred (100) days per year of paid time for fire fighters, sergeants, and ranking officers, exclusive of overtime and premium time.

Section 8: Employees who have qualified for longevity pay need accumulate only two hundred sixteen (216) days for Switchboard & Fire Alarm Operators, Fire Inspectors and Fire Marshall and one hundred days (100) for Fire Fighters, Sergeants and Ranking Officers of paid time exclusive of overtime or premium time, during the year immediately preceding the due date of longevity payment, for a full payment in accordance with Section 3, Article 34 above. Employees in service on December 1 or for Ranking Officers on their anniversary date who would otherwise be eligible for longevity payment on that date but who do not acquire two hundred sixteen (216) days for Switchboard & Fire Alarm Operators, Junior Inspector and Fire Marshall or one hundred (100) days for Firefighters, Sergeants and Ranking Officers of paid time exclusive of overtime during the preceding twelve (12) month period will be eligible for a pro-rated longevity payment on the basis of one month of credit for each calendar month of the preceding twelve (12) months in which the fire inspectors, fire marshall and Switchboard & Fire Alarm Operators receive eighteen (18) days of paid time, exclusive of overtime, and Fire Fighters, Sergeants and Ranking Officers who receive eight (8) days of paid time, exclusive of overtime. Employees first qualifying on or between December 1 or for ranking officers on their anniversary date, must have acquired the two hundred sixteen (216) days for Switchboard & Fire Alarm Operators, Fire Inspectors and Fire Marshall and one hundred (100) days for Fire Fighters, Sergeants and Ranking Officers of paid time exclusive of overtime, during the preceding twelve months, after which they shall be eligible for a longevity payment pro-rated from the date of such qualifications to the following December 1 or for ranking officers on their anniversary date on a monthly basis as described above.

Section 9: Employees having dual titles required to qualify on basis of highest title. Qualified employees and officers having dual or multiple titles shall be paid longevity on the basis of the highest title in which they shall have been paid for at least one-quarter of the assigned work time during the previous year; provided that in determining the highest class in which employees have worked one-quarter of the time, any time worked in lower classes; provided further, that where such employees or officers shall have previously received longevity pay in any of their higher titles,

they may be granted a longevity increment based on that title. Where an employee or officer qualifies under both of the above provisions he shall be paid longevity on the higher title.

Section 10: Increments may be requested by department head when employee does not qualify. When an interpretation of the provisions of this Article would, in the opinion of the department head, violate the general intent thereof, a longevity increment may yet be requested by the Fire Chief and paid upon the approval of the Council, provided, that the proposed recipient of such increment must comply with the basic definition of the term "service" as indicated in the Article.

ARTICLE XXXV

OVERTIME

Section 1: All fire fighters and sergeants will be paid in cash or compensatory time (at the employee's option) at time and one-half (1-1/2) for all hours worked beyond the normal duty day. Any fire fighter or sergeant who is called back to work outside of his scheduled shift shall be paid in cash or compensatory time at time and one-half (1-1/2) for all hours worked or be paid for a minimum of three (3) hours on straight time basis, whichever is greater.

Section 2: All 40 hour employees covered by this Agreement shall be paid time and one-half for all hours worked beyond their normal daily work schedule and shall also be compensated at time and one-half for all time worked past 40 hours in a normally scheduled work week.

Section 3: Whenever a ranking officer or fire marshall is requested to work before or beyond his scheduled shift, he shall be paid at the rate of time and one-half for a minimum of one hour of work. Ranking officers will be paid double time for all hours worked in excess of twelve (12) hours in their normally scheduled work week. The fire marshall will be paid double time for all hours worked over forty eight (48) hours in one week. Whenever a ranking officer is called back to work when he is not normally scheduled to work, he shall receive a minimum of four (4) hours pay or time and one-half (1-1/2) for the hours worked whichever is greater.

Section 4: Employees will be paid time and one-half (1-1/2) in cash for all hours worked on a leave day and the leave day shall be cancelled.

ARTICLE XXXVI

COMPENSATORY TIME

Section 1: Members of the bargaining unit shall accumulate compensatory time for all hours beyond the normal duty day on a straight time basis. Accumulation of

compensatory time in excess of 75 hours on any July 1 date will be paid for in cash at straight time. Accumulated compensatory time will be liquidated before retirement at straight time.

Section 2: Court Time: When a fire fighter, sergeant, or ranking officer is required to attend court in line of duty on an off day or Kelly day, he shall accumulate compensatory time for all hours of court time. Each such hour shall be computed at three twenty-fourths (3/24) of a duty day. Whenever a fire marshall, junior inspector or Switchboard & Fire Alarm Operator is required to attend court in line of duty, he will be paid in cash or compensatory time (at the employee's option) with a minimum of two (2) hours at time and one-half.

Section 3: An employee will be entitled to paid excuse time on Good Friday, December 24 and December 31 in accordance with the following schedule:

	<u>Shift Time</u>	<u>Hours</u>
1. Fire Fighters, sergeants and ranking officers	12:01 a.m. - 8:00 a.m.	4
	8:00 a.m. - 12:00 midnight	8
2. Fire marshall, junior inspector, switchboard & fire alarm oper.		4

However, if any employee is required to work, he will be entitled to an equal amount of time off on another day, or it shall be marked in the book as compensatory time due.

ARTICLE XXXVII

HOLIDAY COMPENSATION

Section 1: Effective July 1, 1974, the holiday compensation plan for firefighters, sergeants, junior inspector and Switchboard & Fire Alarm Operators that was in effect in the previous agreement that terminated June 30, 1974, shall remain in effect until December 31, 1974.

Section 2: On July 1, 1974, the holiday compensation plan described below and incorporated into this agreement shall apply for ranking officers and fire marshall and shall continue for the duration of this agreement.

Section 3: On January 1, 1975, the holiday compensation plan described below and incorporated into this agreement shall apply for fire fighters, sergeants, junior inspector and switchboard & Fire Alarm Operators and shall continue for the duration of this agreement.

Section 4: The following nine (9) days shall be designated as holidays:

- | | |
|-------------------------|--------------------|
| (a) Independence Day | (e) Christmas Day |
| (b) Labor Day | (f) New Year's Day |
| (c) Veteran's Day | (g) Memorial Day |
| (d) Thanksgiving Day | (h) Flag Day |
| (i) Employee's Birthday | |

Provided further, in the event that different dates are recognized for the same holiday, the date designated by the State of Michigan statutes shall prevail and be recognized by the city as the officially designated holiday. For purposes of holiday provisions of this agreement, the designated holiday shall begin at 12:00 (midnight) on the day immediately preceding the designated holiday and continue for a twenty-four (24) hour period and terminate at 12:00 (midnight) on the day of the designated holiday.

Section 5: Eligibility for Holiday Compensation.

- A. In order for firefighters, sergeants, switchboard & Fire Alarm Operators, Junior Inspectors, to be eligible for holiday compensation they must have:
- (1) Worked the last scheduled duty day prior to the designated holiday and worked the next scheduled duty day immediately following the designated holiday.
 - (2) All members who are assigned to work on an above designated holiday and fail to report for work will forfeit their right to any holiday compensation they may have due them unless they are excused for a bonafide illness or other justifiable cause, as determined by the department Chief or an Assistant Chief on duty in the Chief's absence.
 - (3) New hires must have completed six (6) months of their probationary period.
- B. In order for Fire Marshall and Ranking Officers to be eligible for holiday compensation they must have:
- (1) Completed six (6) months of service in the department.
 - (2) Worked or received pay for either the week before, the week during, or the week following the designated paid holiday.

Section 6: Method of Compensation:

- A. All members with six (6) or more months of service whose normal duty day is a 24 hour period, such as Firefighters, Sergeants and Ranking Officers, shall, upon eligibility, receive holiday compensation computed as follows:
- (1) All members who report for duty at 8:00 A.M. on the day of the designated holiday shall receive 150% of their (each member's) hourly rate as premium pay for each hour worked through 12:00 a.m. (midnight) not to exceed sixteen (16) hours of the duty day for which the member worked. This premium pay shall be in addition to the members regular rate of pay for that pay period.
 - (2) All members who report for duty at 8:00 a.m. on the day immediately preceding the designated holiday, shall receive 150% of their (each member's) hourly rate as premium pay for each hour worked from 12:00

a.m. (midnight) through 8:00 a.m. (on the day of the designated holiday) not to exceed eight (8) hours of the duty day for which the member worked. This premium pay shall be in addition to the members regular rate of pay for that pay period.

- (3) Members required to work beyond their normal tour of duty on the above designated holidays shall be compensated at the rate of 250% of their (each member's) hourly rate for each hour worked on the designated holiday. This compensation is granted in the same principle as applied to overtime pay, however, it is recognized that such overtime rate applies only for those hours worked and occurring on the holidays designated in this Agreement.
- (4) All members who are either on furlough or bonus furlough on the duty day beginning at 8:00 a.m. on the day of the designated holiday shall be charged a furlough or bonus furlough day; further, sixteen (16) hours of that furlough or bonus furlough day shall be added to the member's compensatory time on a straight time basis, as sixteen (16) hours of compensation for the holiday for the period from 8:00 a.m. through 12:00 (midnight) on the designated holiday.
- (5) All members who are either on furlough or bonus furlough on the duty day immediately preceding the designated holiday, shall be charged a furlough or bonus furlough day; further, eight (8) hours of that furlough or bonus furlough day shall be added to the member's compensatory time on a straight time basis, as eight (8) hours of compensation for the holiday for the period 12:00 (midnight) through 8:00 a.m. on the designated holiday.
- (6) All members who are on their (each member's) scheduled or designated "Kelly" day on the day of the designated holiday and such duty day were to begin at 8:00 a.m. and continues through 12:00 a.m. (midnight) shall receive sixteen (16) hours of pay at their (each member's) hourly rate of pay as holiday compensation for that day. This premium pay shall be in addition to that member's regular rate of pay for that pay period.
- (7) All members who are on their (each member's) scheduled or designated "Kelly" day on the day immediately preceding the designated holiday, and such duty day shall consist of the holiday first occurring at 12:00 a.m. (midnight) and continue through 8:00 a.m., shall receive eight (8) hours

of pay at their (each member's) hourly rate of pay as holiday compensation for that day. This premium pay shall be in addition to that member's regular rate of pay for that pay period.

(8) If a member is on sick leave, personal leave, or other miscellaneous paid leave day on the designated holiday and such leave day is to commence at 8:00 a.m. on the holiday, then the member will be charged the appropriate leave day for the day, further, sixteen (16) hours of that leave day shall be added to the member's compensatory time on a straight time basis as sixteen (16) hours of compensation for the holiday for the period from 8:00 a.m. through 12:00 (midnight) on the designated holiday.

(9) If a member is on sick leave, personal leave, or other miscellaneous paid leave day on the duty day immediately preceding the designated holiday, he shall be charged the appropriate leave day for the day; further eight (8) hours of that leave day shall be added to the member's compensatory time on a straight time basis as eight (8) hours of compensation for the holiday for the period from 12:00 (midnight) through 8:00 a.m. on the designated holiday.

B. All members with six (6) or more months of service whose normal duty day is an eight (8) hour period, or commonly known as a forty (40) hour weekly employee, such as Switchboard & Fire Alarm Operator, Junior Inspector, Fire Marshall, etc., shall receive holiday compensation as follows:

(1) Such member required to work on any of the above designated holidays shall be compensated for eight hours of pay at straight time plus 150% of premium pay for each hour worked, not to exceed eight (8) hours of their normal tour of duty.

(2) Such members required to work on any of the above designated holidays beyond their normal tour of duty (after they have worked their eight hours during the holiday) shall be compensated at the rate of 250% of their (each member's) hourly rate for each hour worked. This compensation is granted in the same principle as applied to overtime pay, however, it is recognized that such overtime rate applies only on the holidays designated in this Agreement.

(3) If a member is not required to work on any of the designated holidays, that member shall be compensated for eight (8) hours of pay on a straight time basis.

- (4) If a member is on furlough or bonus vacation on one of the designated holidays, that member shall not be charged a furlough or bonus vacation day for the holiday. That member shall be compensated for eight (8) hours of pay on a straight time basis for the holiday.
- (5) If a member is on sick leave, personal leave, or other miscellaneous paid leave day on one of the designated holidays, that member shall not be charged a sick, personal or other miscellaneous leave day for the holiday. That member shall be compensated for eight (8) hours of pay on a straight time basis for the holiday.

ARTICLE XXXVIII

DUTY PERIODS AND RATES

Section 1: The normal duty day shall consist of a 24 hour period for Firefighters, Sergeants and Ranking Officers. The normal duty week shall average out to 56 hours.

Section 2: The normal duty day consist of an eight (8) hour period for Switchboard & Fire Alarm Operators, Junior inspectors and Fire Marshalls. The normal duty week shall contain 40 hours.

Section 3: Basis of Hourly Rate

- (a) The hourly rate for Firefighters, Sergeants and Ranking Officers shall be computed on the basis of the annual salary and the average number of available hours of work in a given year. That is, the annual salary shall be divided by 2923.2 hours in a regular year and 2934.4 hours in a leap year (year which contains 29 days in February). Effective July 1, 1976, the annual salary shall be divided by 2920 hours in a regular year and 2928 hours in a leap year (year which contains 29 days in February).
- (b) The hourly rate for Switchboard & Fire Alarm Operators, Junior Inspectors and Fire Marshalls shall be computed on the basis of the annual salary and the average number of available hours of work in a given year. That is, the annual salary shall be divided by 2088 hours in a regular year and 2096 hours in a leap year (year which contains 29 days in February).

ARTICLE XXXIX

UNIFORM PROVISION

Section 1: The City agrees to continue the present clothing allowance. Fire Fighters and Sergeants will be furnished uniforms by the city on a need basis. The uniform will remain the property of the city and must be returned when a member is promoted, transferred, or separated from the department. In such cases, the Clothing

Officer is responsible for ensuring that the uniforms are returned. Optional equipment may be purchased through department channels at a member's own expense. Members shall keep uniforms and equipment in good condition at their own expense. Uniforms presented for semi-annual inspection shall be cleaned, pressed and repaired. Rejected items will be replaced with garments which pass official inspection. Replacement shall be made only at the semi-annual inspection and the rejected garments will be turned in. Exceptions to this are when uniforms are damaged or lost in the line of duty.

Section 2: The city shall pay all Ranking Officers and Fire Marshall a clothing or uniform allowance of \$150.00. Such payment shall be made on July 1 of each year during the term of the contract.

ARTICLE XXXX

FURLOUGHS

Section 1: Furlough time for members of the bargaining unit shall consist of and shall be computed on the basis of twenty (20) work days for Switchboard & Fire Alarm Operators and Junior Inspector, twenty-two (22) days for Fire Marshall and twelve (12) days for Fire Fighters, Sergeants and Ranking Officers for each year of active service.

Section 2: The city will add three (3) bonus furlough days to the Switchboard & Fire Alarm Operators and Fire Inspectors division if the member has not used more than five (5) sick days in the preceding year from January 1. The city will add one (1) bonus day to the Fire Fighters, Sergeants and Ranking Officer's furlough if the member has not used more than two (2) sick days in the preceding year from January 1.

Section 3: The furlough shall be scheduled in two (2) periods. The first furlough period is to be between January 1 and the following June 30 and the second period is to be between July 1 and the following December 31.

Section 4: Ranking Officers shall be allowed to carry over six (6) days of the furlough time into the following fiscal year upon approval of the Chief of the Fire Department.

Section 5: If at the end of the calendar year the department has not been able to grant furlough, the employee will have the option of payment in cash at straight time or the right to schedule another furlough to be granted at a time mutually agreed upon between the department and the employee.

Section 6: Furlough time for new employees shall accrue at the rate of one (1) day per month served. In addition, newly confirmed men shall earn furlough time at the rate of one (1) day for each month of confirmed time served during the furlough period in which they were confirmed. However, newly confirmed men will be entitled to receive

furlough benefits only upon the completion of their six (6) month probationary period.

Section 7: In the event of the death of a member, his heirs or estate shall be entitled to a claim on any earned and unused furlough time that had been due him.

Section 8: Drawing for furlough, for both periods, shall be no later than November 15 and selecting no later than December 15 of the preceding year.

ARTICLE XXXXI

SICK LEAVE

Section 1: Sick leave for Fire Fighters, Sergeants and Ranking Officers shall be earned at a ratio of one (1) day per month as follows:

First year	12 days
Second year	24 days
Third and fourth years	36 days
Fifth through tenth years	60 days
After the tenth year	120 days

Section 2: Sick leave for Junior Inspectors, Fire Marshall and Switchboard & Fire Alarm Operators shall be earned at the rate of one (1) month per year as follows:

First year	Maximum of one (1) month
Second year	Maximum of two (2) months
Third and fourth years	Maximum of three (3) months
Fifth through tenth years	Maximum of six (6) months
After the tenth year	Maximum of twelve (12) months

Section 3: Any extension of sick leave beyond the member's sick leave bank must be approved by the Mayor and Council.

Section 4: Duty incurred illness or injury will not be subtracted from a member's sick leave credit.

Section 5: A premium of \$100 will be paid to a Switchboard & Fire Alarm Operator, Fire Fighter, Sergeant or Junior Inspector who has not used any of his sick leave credit during the calendar year. This premium is to be paid on or about January 1 of each year.

Section 6: To become eligible for sick leave benefits, a member must have served six (6) months of his probationary period.

ARTICLE XXXXII

FUNERAL LEAVE

A member shall be eligible for funeral leave without reduction of pay as follows:

Section 1: If a death occurs among members of the employee's immediate family, such employee shall be granted not to exceed two (2) duty days of leave, provided that such leave may be extended to three (3) duty days with the discretion of the Chief,

based on the individual circumstances.

Section 2: If a death occurs among relatives of the employee, such employee shall be granted one (1) duty day of leave.

Section 3: All 40 hour employees who are members of the bargaining unit shall be allowed not to exceed four (4) days off if death occurs among the member's immediate family and not to exceed two (2) days off if death occurs among the member's relatives.

Section 4: For the purpose of this section, immediate family is defined as father, mother, husband, wife, brother, sister, child, grandparent, parent of husband or wife, foster parent, foster brother, foster sister and foster child.

Section 5: For the purpose of this section, a relative is defined as grandson, granddaughter, uncle, aunt, brother-in-law and sister-in-law.

Section 6: Members will become eligible for this benefit upon completion of six (6) months of their probationary period.

ARTICLE XXXXIII

BUSINESS LEAVE

Each employee shall be granted three (3) personal leave days with full pay each year of this contract for the purposes of attending to personal, legal, religious, business, household, or family emergencies. Except in emergencies, the employee shall give his immediate superior written notice of his intention to take this leave at least one (1) week in advance of the day he proposes to be absent. Such leave shall not be charged to or deducted from sick leave bank. Members will become eligible for this benefit upon completion of six (6) months of their probationary period.

ARTICLE XXXXIV

LIFE INSURANCE

Section 1: Effective the first year of the contract, the city will pay a \$20,000 term life insurance, including double indemnity for accidental death, for Fire Fighters, Sergeants, Switchboard & Fire Alarm Operators and Junior Inspectors.

Section 2: Effective the third year of the contract, the city will pay an additional \$5,000 of life insurance for employees as described in Section 1.

Section 3: The city shall provide \$25,000 life insurance for all Ranking Officers, including double indemnity for accidental death.

Section 4: Members will become eligible for this benefit upon completion of six (6) months of their probationary period or upon completion of six (6) months of continuous service with the city.

ARTICLE XXXXV

HEALTH INSURANCE

The City will pay the full cost of Blue Cross-Blue Shield, Master Medical, Ward Service for the member and his family, with all such riders and benefits as are now provided members of the police department. Members will become eligible for this benefit upon completion of six (6) months of their probationary period or upon completion of six (6) months of continuous service with the city.

ARTICLE XXXXVI

EYE CARE PROGRAM

The city will, upon the expiration of the current eye care contract, furnish the employees and their families with a comprehensive eye care program provided by an established and well-recognized organization equipped and professionally staffed to handle group programs. Members will become eligible for this benefit upon completion of six (6) months of their probationary period or upon completion of six (6) months of continuous service with the city.

ARTICLE XXXXVII

DENTAL CARE PROGRAM

Effective upon April 1, 1975, the city will pay the member's insurance premium of the dental program currently in effect, including one hundred percent (100%) of the full charge for dental services rendered by a participating dentist; and that such services will be covered under the dental care program. Members will become eligible for this benefit upon completion of six (6) months of their probationary period or upon completion of six (6) months of continuous service with the city.

ARTICLE XXXXVIII

TERMINAL LEAVE PAY

Effective the first year of this contract, Fire Fighters, Sergeants, Ranking Officers of the bargaining unit retiring after 25 years of service in the Highland Park Fire Department shall receive fourteen (14) duty days pay. Switchboard & Fire Alarm Operators, Junior Inspectors and Fire Marshalls shall receive thirty (30) duty days of pay. The total compensation discussed under this section shall be equal to the terminal leave pay for members of the Police Department having corresponding ranks and classifications.

ARTICLE XXXXIX

RETIREMENT SYSTEM

Section 1: Members who were hired by the department prior to January 1, 1970,

are subject to the Highland Park Police and Firemen Retirement System as provided in Chapter 19 of the Charter of the City of Highland Park as adopted by the city electors on June 25, 1968, and as it existed as of December 31, 1969.

Section 2: Members who were hired by the department after January 1, 1970, are subject to the retirement system as provided and contained in Chapter VII of Title IX of the Charter of the City of Detroit titled Policemen and Firemen Retirement System, as amended November 5, 1968, and made effective January 1, 1969 and, therefore, not entitled to any of the provisions of the Highland Park Police and Firemen Retirement System as provided in Chapter 19 of the Charter of the City of Highland Park adopted by the city electors on June 25, 1968 and as it existed as of December 31, 1969.

Section 3: The above adoption of the City of Detroit Police and Firemen Retirement System, as described above (Section 2) for Police and Firemen hired by the City of Highland Park, Michigan after January 1, 1970, was adopted as a result of contract negotiations (bargaining agreement) between the City of Highland Park and the representatives of the above departments and made a part of the Police Officers Agreement that went into effect July 1, 1969 through June 30, 1970, to which the members of the Fire Department enjoyed parity with all of its provisions.

Section 4: Ranking Officers who retire at or after twenty-five (25) years of service shall receive a pension equal to 50% of their final average salary. Final average salary shall be defined as the average of the compensations fixed in the city budget in effect when a member retires for the ranks held by a member during his or her last five (5) years of credited service, including the rank of Assistant Chief. This provision shall take precedence over any provision of the Highland Park Policemen and Firemen Retirement System, being Chapter 19 of the City Charter of the City of Highland Park, wherever a conflict shall appear. The only intended change under the section on pensions is that the rank of Assistant Chief/^{is} now included in determining the final average salary. No other pension changes are intended by this section.

ARTICLE L

UNEMPLOYMENT COMPENSATION

Presently the city is governed by the State of Michigan Employment Security Act (Act No. 1, Public Acts of Extra Session of 1936, as amended.) for the coverage of unemployment compensation of city employees.

ARTICLE LI

Section 1: Duration: This Agreement shall be effective the first day of July, 1974, and shall remain in full force and effect to and including June 30, 1977.

Section 2: Extension: In the event that negotiations extend beyond 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, subject to terminations by either party on thirty (30) days written notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 22nd day of July, 1976.

For Local No. 355 of the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, also known as HIGHLAND PARK FIRE FIGHTERS UNION, LOCAL 355, AFL-CIO

For the CITY OF HIGHLAND PARK, A MICHIGAN MUNICIPAL CORPORATION

Duran Hill
Duran Hill - President

Jesse P. Miller
Jesse P. Miller - Mayor

James C. Amar
James Amar - Secretary

Tremon Mc Dermott
Tremon McDermott - City Clerk

Wayne Hill
Wayne Hill - Representative

Daniel G. Chiz
Daniel G. Chiz - Director of Personnel and Labor Relations

Kenneth Griffin
Kenneth Griffin - Representative

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF HIGHLAND PARK
AND
HIGHLAND PARK FIRE FIGHTERS UNION

Re: One (1) Bonus Furlough Day granted to Fire Fighters, Sergeants and Ranking Officers who have not used more than two (2) sick days in a preceding 12 months calendar year period from January 1. Three (3) Bonus Furlough Days granted to Fire Alarm Operator, Junior Inspector and Fire Marshall if they have not used more than five (5) sick days in a preceding 12 months calendar year period from January 1.

In the 1974-77 Agreement between the City of Highland Park and the Highland Park Fire Fighter Union - Local No. 355, International Association of Fire Fighters, the above described benefit was granted by the City to the Fire Fighters.

However, it was very definitely pointed out by the City to the Fire Fighters that such a benefit provision was not a part of the signed Agreement between the City of Highland Park and the Highland Park Police Officers Association. That the City through a Memorandum of Understanding, is presently attempting to incorporate such benefit into the police officers present Agreement.

In the event that such benefit as Bonus Vacation Days is approved by the Highland Park City Council and provided to the Highland Park Police Officers Association, then the benefit as provided in the Highland Park Fire Fighters Union Agreement shall apply, in accordance with and in the same manner as such benefit is applied in the Police Officers Agreement.

However, if such benefit as Bonus Vacation Days is not approved by the Highland Park City Council and is therefore not a part of the signed

MEMORANDUM OF UNDERSTANDING
CITY AND FIRE FIGHTERS
PAGE 2 OF 3

Agreement between the City of Highland Park and the Highland Park Police Officers Association, then the benefit of one (1) Bonus Furlough Day granted to Fire Fighters, Sergeants and Ranking Officers and three (3) Bonus Furlough Days granted to Fire Alarm Operators, Junior Inspector and Fire Marshall shall be declared invalid and have no status or recognition as a contractual obligation on the part of the City of Highland Park to provide such benefit to the Highland Park Fire Fighters Union as stated in the Agreement covering the period July 1, 1974 through June 30, 1977.

Further, in the event that the provision relating to Bonus Furlough is declared invalid, the implementation of such action that must be taken by the City to recover the time taken by employees who may have been granted such bonus furlough during the period of the present agreement shall be consistently applied between the Police and Fire Departments.

The above discussed "Memorandum of Understanding" is accepted and agreed upon by both the City of Highland Park and the Highland Park Fire Fighters Association on the principle that a "parity" relationship must exist between the Police and Fire Departments, in regards to wages, compensation and benefits, as provided by and Arbitration Award dated February 1, 1975, for and between the City and Highland Park and its' Police and Fire Departments.

MEMORANDUM OF UNDERSTANDING
CITY AND FIRE FIGHTERS
PAGE 3 OF 3

Dated this 22nd of July, 1976.

For the Highland Park Fire
Fighters Union

Duran Hill
Duran Hill - President

James C. Amar
James Amar - Secretary

Kenneth Chiffon
Representative

For City of Highland Park

Jesse P. Miller
Jesse P. Miller - Mayor

Tramon McDermott
Tramon McDermott - City Clerk

for Dan Mengia
Daniel G. Chiz - Director Personnel
and Labor Relations