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Highland Park, City of

HIGHLAND PARK FIRE FIGHTERS
ASSOCIATION

ARBITRATION AWARD

LABOR AND INDUSTRIAL
RELATIONS LIBRARY
Michigan State University
JUL 27 1976

October, 1972

Dempsey, Fr. J.R., S.S.

COLLECTIVE BARGAINING AGREEMENT

This agreement entered into _____, 19____,
effective _____, 19____, 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 rela-
tions 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 compen-
sation, 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.

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 Departments 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 compensation 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 purposes 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 XXIII of this Agreement, no Fire Fighters or Fire Sergeant 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: To convert the annual salary of an employee to an hourly rate, the following schedule shall be used.

Divide the annual salary by 2,080 in the case of forty (40) hour employees.

Divide the annual salary by 2,912 in the case of fifty-six (56) hour employees.

Section 5. Mutual Aid Agreements: The City shall not make or renew any new 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 our 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.

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.

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

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 benefit.

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 pre-approved 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 fire fighter'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 Guards 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, 1972 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 employees contribution and accumulated interest to the Highland Park Fire and Police Pension Fund shall be submitted to each employee.

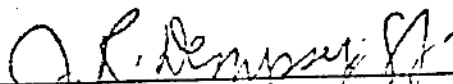
ARTICLE XXXI

DURATION

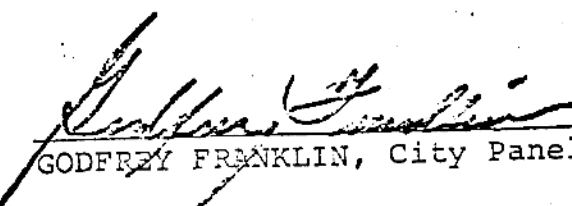
Section 1. Duration: This agreement shall, except for the negotiation of annual wage and other economic items, be

effective the first day of July, 1971, and shall remain in full force and effect to and including June 30, 1973.

Section 2. Extension: 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, subject to termination by either party on thirty (30) days written notice.


FATHER J. R. DEMPSEY, S.J.
Chairman


CHARLES ALONGI, Union Panelist


GODFREY FRANKLIN, City Panelist

The panel feels that the question with respect to holiday pay and sick leave should be referred to the parties for negotiation as part of the economic package under the contract to be negotiated at the end of the present economic contract ending June 30, 1972.

This does not preclude the Union's right to grieve the question of parity under the June 30, 1969, parity Agreement.

J. Rempsey
A.S.