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STATE OF MICHIGAN  
EMPLOYMENT RELATIONS COMMISSION  
STATUTORY ARBITRATION

IN THE MATTER OF:

Case No. D82-D2142

CITY OF HIGHLAND PARK,

Arising pursuant to Act 312,  
Public Acts of 1969, as amended.

Employer

-and-

HIGHLAND PARK FIREFIGHTERS  
UNION, LOCAL 355, I.A.F.F.,  
AFL-CIO

Union

Michigan State University  
LABOR AND INDUSTRIAL  
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Highland Park, City of

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ARBITRATION OPINION AND AWARD

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APPEARANCES

For the Compulsory Arbitration Panel:

Mark J. Glazer, Chairman  
Cleophus Boyd Jr., City Designee  
John T. Salter, Union Designee

For the Employer:

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### BACKGROUND

This matter is pursuant to 1969 PA 312, a statute that provides for the compulsory arbitration of police and fire labor disputes. The Union filed for arbitration on May 28, 1982. Cleophus Boyd Jr. was named by the City as its panel delegate and John T. Salter was selected by the Union. Mark J. Glazer was chosen as the impartial chairman. Transcribed hearings were held on January 19, January 20, January 23, May 21, May 22, May 24, June 1, June 7, June 26, June 27, August 23, September 7, September 13, December 3, 1984 and January 7, 1985.

Last best offers and briefs were submitted subsequent to the final hearing. The panel met in numerous executive sessions to discuss both procedural matters and possible resolution of the dispute.

The Union's last best offer of settlement covers fiscal years beginning July 1, 1982 and ending June 30, 1986.<sup>1</sup> It offers an increase of wages, food allowance, uniform allowance, and longevity pay. The Union further asks for minimum manning requirements, premium pay for drivers, Sunday overtime, and a continuation of the prior contract as modified by arbitration awards.

The City offers a conversion to a Public Safety Department and sets forth wages, hours, and conditions of employment starting June 30, 1985 and ending June 30, 1988.<sup>2</sup> Insofar as the offers involve economic issues, the panel must adopt the last offer of settlement which more nearly complies with the factors set forth in Sec-

<sup>1</sup> See Union's last best offer of settlement, Appendix A.

<sup>2</sup> See City's offer, Appendix B.

tion 9 of the Act. MCLA 423.238; MSA 17.455 (38). Those factors are:

Bases for findings, opinions and order.] Sec. 9. Where there is no agreement between the parties, or where there is an agreement but the parties have begun negotiations or discussions looking to a new agreement or amendment of the existing agreement, and wage rates or other conditions of employment under the proposed new or amended agreement are in dispute, the arbitration panel shall base its findings, opinions and order upon the following factors, as applicable:

- (a) The lawful authority of the employer.
- (b) Stipulations of the parties.
- (c) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.
- (d) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:
  - (i) In public employment in comparable communities.
  - (ii) In private employment in comparable communities.
- (e) The average consumer prices for goods and services, commonly known as the cost of living.
- (f) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- (g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- (h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.  
(MCLA 423.239; MSA 17.455 (39))

The panel need not afford each factor equal weight, but rather must determine which factors are the most important. Justice Williams, in reviewing an Act 312 award, stated:

We disagree with the City's contention. The fact that an arbitral majority may not be persuaded by a party's evidence and ar-

gument as to certain items does not mean that those arbitrators failed to give the statutory factors that consideration required by law. The Legislature has neither expressly nor implicitly evinced any intention in Act 312 that each factor in Sec. 9 be accorded equal weight. Instead, the Legislature has made their treatment, where applicable, mandatory on the panel through the use of the word "shall" in Sections 8 and 9. In effect then, the Section 9 factors provide a compulsory checklist to ensure that the arbitrators render an award only after taking into consideration those factors deemed relevant by the Legislature and codified in Section 9. Since the Section 9 factors are not intrinsically weighted, they cannot of themselves provide the arbitrators with an answer. It is the panel which must make the difficult decision of determining which particular factors are more important in resolving a contested issue under the singular facts of a case, although, of course, all "applicable" factors must be considered. Our comment in *Midland Twp. v. State Boundary Comm.*, 401 Mich. 641, 676, 259 N.W.2d 326 (1977), is here apposite. (*City of Detroit v. Detroit Police Officers Association* 408 Mich 410; 294 N.W.2d 68, 97 (1980))

#### PROCEDURAL RULINGS

The following are procedural rulings of the chairman pursuant to MCLA 423.236; MSA 17.455(36):

#### AMENDMENT OF UNION ISSUES TO INCLUDE A FOUR YEAR CONTRACT

On May 21, 1984 the Union moved to amend its petition to include an award for a four year contract. This was not directly opposed by the City, which instead moved for a dismissal of the proceedings. A formal ruling was not made by the panel chairman on the Union's motion.

Insofar as the City did not directly oppose the motion, and in fact, requests in its last best offer an extension of the contract past the period requested by the Union, the motion should be granted. Further, the bargaining relationship will be enhanced if the parties have a longer contract.

RULING:

The motion by the Union to amend its petition to request a four year contract is granted.

UTILIZATION OF UNION EXHIBIT 42

Union Exhibit 42, a wage and salary program for the employees of the City of Highland Park, is found not to be probative of the issues before the panel, and therefore the motion of the Union to introduce that Exhibit is denied.

OBJECTION TO THE CITY'S LAST OFFER OF SETTLEMENT

Both on the record, and subsequent to the hearing, the Union objected to the City's offer on public safety. It maintains that public safety was never mediated, negotiated, or properly brought before the arbitration panel. The Union contends that the issue was presented on the final day of testimony and in the City's offer, contrary to the Act and procedural rulings of the chairman.

It is true that public safety was not raised as an issue during the panel's prehearing directive that issues be identified prior to the commencement of the formal hearing. Public safety, however, was raised by the City during executive sessions. The Act states that, "The provisions of this Act, providing for compulsory arbitration, shall be liberally construed". MCLA 423.431; MSA 17.455(31).

To deny the City an opportunity to present its last best offer would be contrary to the liberal construction of the Act. More importantly, it would deprive the City of a chance to present its position to the panel. Under the particular facts and circumstances of this case, it would be inappropriate to deny the City the pos-

sibility of presenting its last best offer, and accordingly, the motion is denied.

#### COMPARABILITY

The panel is required to evaluate comparable cities in Section 9 of the Act. The City proposes that there are no cities comparable to Highland Park, and therefore includes Highland Park as the only comparable. The Union presents Allen Park, Birmingham, Detroit, Ferndale, Garden City, Hamtramck, Lincoln Park, Madison Heights, Southgate, Wyandotte and Ypsilanti as comparable communities. All comparables are accepted, but will be weighted as set forth in this opinion and award.

#### INTERPRETATION OF LAST BEST OFFERS

The City has offered a single alternative to the last best offers of the Union and does not directly respond to the Union's offers. In accordance with the liberal interpretation of the Act, however, the City is considered to be in opposition to each of the Union's offers, and to be offering a continuation of the existing wages hours, and conditions of employment.

The Union has responded to each of the issues identified by the City for the arbitration hearing. It is not provided a last best offer on public safety, insofar as that issue was not identified by the City. Since the City's last best offer on public safety has been admitted, and the Union has opposed it both on procedural and substantive grounds, the Union is considered to have provided a last best offer that would deny public safety and the other matters contained in the City's offer.

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### POST-HEARING EXHIBITS AND MOTIONS

A draft of this award was issued to the parties on July 1, 1985 for their comment and review. Subsequently, the City on August 15, 1985 submitted a motion to reopen the hearing to consider evidence relative to the arbitration proceedings with the police department. This was opposed by the Union in an answer dated September 9, 1985. The Union also requested on September 9 that exhibits reflecting additional revenues and budget changes be considered by the panel.

On September 6, 1985 I wrote the parties to open the record for consideration of additional exhibits for thirty days and for an additional fifteen days for rebuttal. The City furnished an Opinion and Award in cases No. D-82-C1358 and D-82-C1359 involving Highland Park's two police unions on October 23, 1985. It again requested that the record be reopened to consider the police award and a response to the firefighter's proposed exhibits.

Insofar as the hearing record was closed on January 7, 1985 I decline to reopen the proceedings. Motions by the City to reopen the hearing are therefore denied.

It would be inappropriate to admit post-hearing exhibits and then preclude the parties from explaining and cross examining them on the record. Accordingly, the exhibits are denied as substantive evidence; the proposed exhibits and motions will be considered as part of the argument of the parties.

Dated: November 4, 1985

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Mark J. Glazer, Chairman

### POSITION OF THE CITY

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The City proposes to transfer Firefighters to a public safety department. The principal purpose of the transfer is to ameliorate the City's financial position, which has required it to borrow up to \$1,000,000.00 a year since 1982 to balance the budget. Among the factors that have caused expenditures to exceed revenues is a court order directing \$400,000.00 to be paid annually from November 15, 1983 for five years and further directing that the pension fund be fully maintained based upon actuarial requirements. This resulted in \$2,165,101.00 in payments for fiscal year 1984 - 1985. The total unfunded pension liability for the police and fire departments approximates \$30,000,000.00.

The City points to a decline in revenue and maintains that Highland Park is the poorest of any of the comparable cities. At the same time, Highland Park experiences among the highest total cost of fire services. The City suggests that its offer would only increase the cost of fire services \$726,000.00 through 1988 wherein the Union's offer would cost the City \$6,500,000.00.

Central to the City's position is the belief that Highland Park will be bankrupted by the Union's demands, particularly because it fails to offer a solution to the ever increasing pension costs. The City contends that expenditures can only be prospective, especially since deficits are precluded by the uniform Budget and Accounting Act.

The City's offer places a cap on the current pension plan, and institutes a defined contribution plan. Also, by reorganizing the department under public safety, the City suggests that there will be more protection for the citizens of Highland Park and more money available to pay public safety officers.

### POSITION OF THE UNION

The Union believes that increases of four percent for 1982, five percent for 1983, and six percent for 1984, with a wage reopener for 1985, are justified. It points that even with these increases Highland Park will be below the average of comparable communities. At the same time, Highland Park firefighters are among the most productive of the comparable communities. In recent years, Highland Park firefighters had been required to respond to more fires with fewer personnel while their wages had lagged behind the cost of living and those in the skilled trades.

The Union contends that the public safety offer is contrary to the prohibitions of the Highland Park City Charter that prevents the combination of police and fire departments. It argues that the public will be served by an increase in wages under the existing system that will serve to boost the morale of the firefighters.

The firefighters acknowledge that the City has financial problems, but maintain that the percentage of the budget devoted to fire protection has decreased since 1979, while administrative expenditures have increased by one-third since 1977. They believe that the City is misordering its spending priorities on garbage trucks, the executive, and on executive and legislative transportation. The Union further believes that the pension costs are directly attributable to the City's failure to properly fund the pension plan.

The Union asks that a complete contract be awarded, and that minimum manning of fire apparatus be provided for the protection of both the public and the firefighters. Additionally, it maintains that increases in longevity pay, food allowance, uniform allowance, Sunday overtime, and premium pay for drivers all are required to bring the firefighters up to a level of the comparable communities.

Regarding public safety, the Union argues that there is insufficient evidence to support the City's offer. Further, it maintains that the panel cannot carry out its statutory obligation under Article 9, because Highland Park is listed as the only comparable community by the City.

#### LAST BEST OFFER OF THE CITY REGARDING PUBLIC SAFETY

The City, in Appendix B, has provided a plan for a Public Safety Department, that combines police and fire services. A program for wages and fringe benefits is also established, including a defined contribution pension plan. Auxiliary police outside of the bargaining unit are permitted and firemen may remain in the department at a reduced wage. The panel will consider the last best offer of the City in accordance with the factors of Article 9 of Act 312.

##### (a) The lawful authority of the employer.

The Highland Park City Charter states:

For the purpose of maintaining peace and order in the City, and for protecting persons and property, both a police department and a fire department shall be maintained. Such departments shall not be combined. (Section 7 - 9)

Based upon this provision, a public safety department, combining police and fire functions, would appear to be contrary to the Charter. Accordingly, this factor favors the Union's position in opposition to the last best offer of the City.

##### (b) Stipulation of the parties.

Stipulations have not been entered into by the parties.

(c) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.

Among the advantages of public safety cited by the expert for the City are a reduction in administrative costs and increased availability of backup personnel. Further, the City expert believes that there will be an efficient response to fires and cost control between the police and fire functions. Additionally, the change to a defined contribution plan will markedly reduce pension expenditures for the City.

The expert for the Union on minimum manning feels that public safety is not appropriate for most communities, and that a public safety department would take longer to fight fires.

According to the City expert, public safety departments exist in different forms: sometimes firemen and police continue to perform their individual functions, other times their functions are fully combined. The difficulty with the City's proposal is that it was not explained on the record. The sole witness on public safety for the City did not examine Highland Park for the appropriateness of a public safety department. His testimony was limited to his experience with other communities.

Therefore, the record makes it impossible to conclude that the citizens of Highland Park will be best served by a public safety department. Also, issues such as the use of auxiliary policemen and the continuation of firemen who elect not to become public safety officers are not even described on the record.

The City's proposal does cap pension costs under the existing defined benefit plan, and it is less expensive than the Union's proposal. Nevertheless, the record does not permit a conclusion that the public will be best served by public safety, nor does it permit the conclusion that the department will be run more effi-

ciently. While public safety may or may not be in the ultimate best interest of Highland Park, the panel, by law, must act on the record before it, and that record does not reveal that the interest and welfare of the public are best served by the City's proposal.

- (d) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:
  - (i) In public employment in comparable communities.
  - (ii) In private employment in comparable communities.

The City has not offered a comparable to Highland Park. In particular, other public safety departments are not offered for comparison. The City has shown that its two other unions, Highland Park Supervisory Union Local 343 and AFSCME Local 41 have been dropped back to thirty two hours of work for thirty six hours of pay. The Union comparables place Highland Park firefighters at or near the lowest level of wages. The Union comparable on the skilled trades shows that the City's proposal will place Highland Park firefighters further behind private employment than the Union's proposal.

Primarily because a comparison of Highland Park with other cities currently employing public safety has not been made on this record, it cannot be determined if Highland Park's proposed wage rates are appropriate for a public safety department. Accordingly, this factor does not favor the City's last best offer.

- (e) The average consumer prices for goods and services, commonly known as the cost of living.

The record reveals that compensation for Highland Park firefighters has not kept up with the consumer price index. Insofar as the City's offer involves a

wage freeze for three of the years presented by the Union, this factor favors a denial of the City's last best offer.

- (f) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

The City has shown that next to Detroit, Highland Park's firefighters are the most expensive, primarily because of their pension costs. Its proposal would ameliorate the pension expenses; however, details were not presented on the record. Further, the City has not shown on the record how its proposal will affect the continuity and stability of employment of firefighters who elect to remain as firefighters under the plan and those that elect to become public safety officers. Accordingly, the record does not permit this factor to favor the Highland Park offer.

- (g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

This factor is not applicable.

- (h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

This factor is not applicable.

#### SUMMARY:

The last best offer by the City represents a very late proposal in the proceeding. Insufficient supportive evidence was produced on the record, and since

the panel must base its decision on the evidence, the last best offer of the City must be denied.

#### AWARD

The last best offer of the City on public safety is denied.

#### LAST BEST OFFER OF THE UNION ON WAGES

The Union offers a four percent wage increase effective July 1, 1982, a five percent increase effective July 1, 1983, a six percent increase for July 1, 1984, and a wage reopener for the July 1, 1985 fiscal year. Pursuant to the procedural ruling, the City offers a wage freeze for each of these four years.

##### (a) The lawful authority of the employer.

The Employer is legally authorized to pay wages and wage increases.

##### (b) Stipulations of the parties.

There are no applicable stipulations.

##### (c) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.

The welfare and interest of the public is served both by fire department with high morale and by a City that is fiscally sound. A four year wage freeze as proposed by the City will undoubtedly have a devastating impact on morale that could affect the quality of fire service notwithstanding the professionalism of the firefighters. The record reveals that the firefighters morale is already at a low level and a four year wage freeze is antithetical to the public interest.

Similarly, a fifteen percent wage increase as proposed by the firefighters,

with its concomitant pension costs, could have a devastating impact on the citizens of Highland Park. To maximize the public interest and welfare in order to achieve the best fire protection at an appropriate cost, a balance should be struck between the alternatives, while applying the last best offers.

The City argues, however, that it lacks the ability to pay any of the demands of the Union. It believes that its lack of an ability to pay must be controlling, and that a wage increase cannot be granted. This argument has been responded to by Act 312 panels in the past and the comments of panel chairman Gabriel Alexander in the 1971 - 1972 City of Detroit - DPOA award are instructive. He wrote: <sup>3</sup>

The evidence establishes that the City has been unable to extricate itself from a steadily increasing year to year deficit for several years, and that it is powerless to do anything by way of increasing revenues without additional legislation from other governments, state or federal. I am convinced to a depressing certainty that the City cannot survive as an independent unit of government as that concept was understood, say, a decade ago.

DPOA argues, and I agree, that the "financial ability" criterion set forth in Section 9(c) is not controlling. If it were, I might well conclude that there should be no salary increases, or even (considering what has happened on some occasions in private employment) that salaries should be reduced. But this is beside the point. The city acknowledges that some increase is appropriate. The statute commands us to take into account other criteria, in addition to financial ability, and what I have asserted as the ruling is a reflection of the amalgam of all the considerations pro and con which bear upon the ultimate point in issue. As DPOA points out, Detroit cannot buy coal for its generating plants or salt for its streets for less than the "going rate" because it is impoverished. Why then should it be able to "buy" the labor of its policemen for less than the "going rate" because it is impoverished? Of course the answer lies in the statute which defines the "going rate" (in statutory words "just and reasonable") as that rate which shall be fixed by the Panel after taking into account, among other things, the "financial ability of the unit of government to meet those costs."

<sup>3</sup> Edwards, Clark, and Craver, Labor Relations in the Public Sector (2nd ed., 1979) at 633

Sections 9 (a) through (h) of the Act also require that the panel consider more than the ability to pay issue and even in 9 (c) the legislature has given the interest and welfare of the public equal attention with the ability to pay. Furthermore, the inability of the City to meet wage increases with its current revenues is not determinative. The Court of Appeals in Dearborn Firefighters v. City of Dearborn, 42 Mich App 51; 20 N.W.2d 650, 652, 653 (1972) states:

[5] The final constitutional argument advanced by the City is that the compulsory arbitration statute surrenders the power to impose taxes in violation of Const. 1963, art. 9, Sec. 2. Defendant's argument is that since the panel of arbitrators has the authority to increase the expenses necessary for the City to maintain its police and fire departments, it necessarily would command the City to increase its taxes in order to meet the additional burden. The logical extension of defendant's argument, as noted by Judge Kaufman below, would compel the conclusion that any increase in the price of any commodity which a city must purchase would also be violative of the constitution. While inflation may certainly be undesirable, we are not yet ready to hold it unconstitutional. Furthermore, the City is always free to reallocate resources to meet the increased demands placed upon it by an arbitration award without necessarily increasing taxes.

Notwithstanding the relevance of the factors in the Act, it cannot be denied that the City has needed to borrow money from the State to pay its current bills even without a wage increase. Highland Park citizens are among the highest taxed and poorest of the comparable communities. The Union argues that the City is responsible for the pension liability and for misdirecting its spending priorities.

It is true that the proportion of the budget for fire protection has decreased, while the proportion for administrative expenses have increased. However, a significant portion of the budget is for fire protection, and firefighters, and in particular pre 1970 firefighters, are beneficiaries of current payments to reduce the pension

liability and to fund current actuarial requirements. Further, a reduction or elimination of the expenses objected to by the Union would not fully fund the increases sought by the Union.

Accordingly, under this factor, a wage increase is necessary, but not the full wage demand sought by the firefighters.

- (d) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:
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The evidence reveals that Highland Park firefighters are among the most productive of the comparable communities. In particular, their work situation nears Detroit's with whom they share a common border. Detroit and Highland Park firefighters are called upon to fight fires in their respective communities as part of a mutual aid agreement. Even the Employer's expert witness from the Michigan Municipal League identified Highland Park as being comparable to Detroit, yet Highland Park's wages lag far behind Detroit's.

Highland Park also shares a border with Hamtramck and the firefighters experience similar working conditions. The expert for the Michigan Municipal League also identified Hamtramck as a comparable community. In the case of Hamtramck, wages have been consistent with Highland Park.

Because of their proximity and similarity of working conditions, Hamtramck and Detroit are perhaps the most comparable communities to Highland Park. The other communities presented by the Union, however, are in Highland Park's labor market and can be considered for determining the "prevailing-wage" for firefighters.

It is apparent from a review of the prevailing wages, that Highland Park firefighters are paid at or near the bottom despite their present productivity. This would militate in favor of a substantial wage increase, especially when Detroit is afforded extra weight as a comparable.

However, when Hamtramck is weighted as a comparable, a more modest increase is indicated. Accordingly, the comparables suggest that an increase should be awarded, but not to the extent proposed by the Union.

(d) (i) In public employment in comparable communities.

Testimony was presented from Local 343, Highland Park Supervisory Union and from Local 41 of the Highland Park AFSCME Unit. Both groups have been working 32 hours for 36 hours of pay since 1981. This factor would favor the City's position, or a modest wage increase.

(d) (ii) In private employment in comparable communities.

The skilled trades represented by the United Auto Workers in the Detroit area earn substantially more than the Highland Park firefighters. This factor would favor an increase in wages.

(e) The average consumer prices for goods and services, commonly known as the cost of living.

The wage increases proposed by the Union still place the firefighters below the appropriate wage, if their wages had kept up with inflation. The City proposes a four year freeze, yet the firefighters must continue to pay higher prices for goods and services and their wages have been eroded each year by increases in the cost of living. Accordingly, this factor favors the Union.

- (f) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

Pensions are central to this factor. The City operates under a defined benefit plan that is funded based upon actuarial assumptions. Highland Park has not met actuarial funding requirements for the police and fire departments and has an accrued liability of over \$30,000,000.00.

In a consent judgment dated August 17, 1982, Wayne County Civil Action No. 78-835-924, the City is directed to maintain actuarial funding requirements and to partially reduce the pension fund account receivable at the rate of \$400,000.00 per year not later than November 15, 1987. The actuarial funding amounted to \$2,165,000.00 for the police and fire fund in 1984, in addition to the \$400,000.00 payment.

Over eighty-eight percent of each dollar of wages has to be contributed by the City for pensions. This, in part, causes Highland Park to be near Detroit, which is the leader in total compensation, notwithstanding Highland Park's much lower annual base salary.

The impact of the pension benefit is not uniform within the firefighters bargaining unit. If a defined benefit plan is maintained in the future, those firefighters in the pre-1970 plan upon retirement will receive fifty-percent of their then current salary, and their benefit will increase each year with the wages of the current firefighters. This benefit will not be available to those in the post-1970 plan. Therefore, pensions are a significant form of compensation for those in the pre-1970 plan, notwithstanding any wage increases that are ordered.

When overall compensation is considered, and in particular the pre-1970 pension plan, only a modest increase in wages is supported.

(g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

There are no applicable changes.

(h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

An increase of four percent as requested by the firefighters in the first year will be payable in each of the years of the contract. While it will not meet the firefighter's demands, it will improve morale and will help them catch up with the cost of living. This increase will also result in a significant pension benefit for those firefighters in the pre-1970 pension plan.

Highland Park faces a significant debt that approaches \$1,000,000.00 a year even without an increase in wages. The welfare of the public will be enhanced by the payment of the four percent increase because of its beneficial impact on the firefighters. However, the payment of five and six percent respectively, coupled with the attendant pension costs, is not justified.

Most importantly, the parties have struggled to find an equitable method to deal with the pre-1970 pension plan. By awarding a modest increase now, more dollars will be available for wages in the future if the parties are able to establish an alternative to the current pension plan.

A wage reopener should be awarded for the final year that will hopefully enable the parties to negotiate their own contract terms.

### AWARD

A. The last best offer of the Union on wages for the contract year beginning July 1, 1982 and ending June 30, 1983 is awarded. See Offer, p. 5 of Appendix A.

B. The last best offer of the Union beginning July 1, 1983 and ending June 30, 1984 is denied and the wage rates awarded for July 1, 1982 through June 30, 1983 shall continue.

C. The last best offer of the Union for the period July 1, 1984 to June 30, 1985 is denied and the wage rates awarded from July 1, 1982 to June 30, 1983 shall continue.

D. The last best offer of the Union for July 1, 1985 through June 30, 1986 is awarded. See Appendix A, p. 6.

### THE LAST BEST OFFER OF THE UNION ON UNIFORM ALLOWANCE, LONGEVITY, PREMIUM PAY FOR DRIVERS, AND SUNDAY OVERTIME RATE

The firefighters request a \$225.00 increase in their uniform allowance, a \$50.00 increase for longevity pay, a ten percent premium pay for drivers, and double time for Sunday work.

#### (a) The lawful authority of the employer.

The Employer has the lawful authority to grant the Union's last best offers.

#### (b) Stipulation of the parties.

There are no applicable stipulations.

- (c) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.

Pursuant to the awarded increases the public interest and welfare will not be further enhanced by the granting of these demands and the ability to pay requirement militates against permitting the increases.

- (d) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:
- (i) In public employment in comparable communities.
  - (ii) In private employment in comparable communities.

Detroit, Ferndale, Wyandotte, and Ypsilanti do not provide a uniform allowance notwithstanding the firefighters request for an increase. Highland Park's longevity pay is comparable to Hamtramck and Detroit. Comparability is not shown for driver premium pay and Sunday overtime. This factor would not favor an increase in current rates.

- (e) The average consumer prices for goods and services, commonly known as the cost of living.

Insofar as Highland Park's compensation has not kept up with the cost of living, this factor would favor the Union.

- (f) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

When pensions and the increases awarded are considered, this factor does not suggest an award of any of the Union's last best offers on these issues.

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(g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

This factor is not applicable.

(h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

This factor is not applicable.

#### AWARD

The last best offers of the Union on uniform allowance, longevity, premium pay for drivers, and Sunday overtime are denied. The status quo on these issues shall be maintained.

#### THE LAST BEST OFFER OF THE UNION ON MANPOWER AND MANNING OF FIRE APPARATUS

The Union would require a minimum of three firefighters to be present on each apparatus that responds to a fire. Currently, there may be only one firefighter per apparatus.

(a) The lawful authority of the employer.

The Employer has the lawful authority to control the number of firefighters on an apparatus.

(b) Stipulations of the parties.

There are no applicable stipulations.

- (c) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.

A fire science instructor testified on behalf of the Union that a minimum of four firefighters is required for the safe and efficient operation of the firefighting apparatus in Highland Park. Therefore the interests and welfare of the public would be enhanced by a minimum manning requirement. However, the Union has not shown the cost of such a requirement, and consistent with the award on public safety, this factor cannot be weighted in favor of the Union's demand.

- (d) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:
- (i) In public employment in comparable communities.
  - (ii) In private employment in comparable communities.

A comparison of comparable communities has not been shown, and this factor accordingly cannot be decided in the Union's behalf.

- (e) The average consumer prices for goods and services, commonly known as the cost of living.

This factor is not applicable.

- (f) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

Because the financial impact of this demand has not been proven, an analysis cannot be made, and consistent with the award on public safety, this factor cannot be decided in favor of the Union due to lack of evidence.

(g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

This factor is not applicable.

(h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in the private employment.

This factor is not applicable.

SUMMARY:

Although the public interest and welfare would be served by minimum manning, this last best offer cannot be awarded absent evidence concerning its financial impact on Highland Park.

AWARD

The last best offer of the Union on minimum manning is denied.

THE LAST BEST OFFER OF THE UNION  
ASKING THAT ALL OTHER CLAUSES IN THE  
CURRENT CONTRACT BETWEEN THE PARTIES WHICH  
CONSIST OF THE LAST WRITTEN CONTRACT AND THE  
ARBITRATION AWARDS RENDERED SUBSEQUENT THERETO

The Union seeks to incorporate the current contract, Appendix C (Union Exhibit 2) as modified by subsequent arbitration awards.

Sections 9 (a) - (h).

A written contract between the parties will enhance the collective bargaining relationship and will serve the interests and welfare of the public. There is no

additional cost to creating a contract, and it is within the lawful authority of the Employer. Pursuant to 9 (h) the creation of a written contract is customary to the collective bargaining relationship. Accordingly, the last best offer of the Union should be granted.

#### AWARD

The last best offer of the Union relative to creating a contract found on page 21 of Appendix A is granted and Union Exhibit 2, Appendix C, is incorporated into this award.

#### LAST BEST OFFER OF THE UNION ON FOOD ALLOWANCE

The Union requests a \$450.00 food allowance for each of the contract years; the City currently does not pay a food allowance.

(a) The lawful authority of the employer.

The Employer has the lawful authority to grant the Union's last best offer.

(b) Stipulations of the parties.

There are no applicable stipulations.

(c) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.

The payment of a food allowance will reduce the out-of-pocket costs of the firefighters; it will also increase their overall compensation. With the additional dollars, firefighters' moral will be enhanced, which will in turn benefit the residents of the City.

Because pension costs are tied to wage increases, the payment of a food allowance may not cost the City as much as a commensurate increase in wages; accordingly, this is a preferred method of improving total compensation.

- (d) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:
  - (i) In public employment in comparable communities.
  - (ii) In private employment in comparable communities.

A food allowance is a benefit applicable only to firefighters; at the two closest comparables, Hamtramck and Detroit, firefighters receive \$500.00 in Hamtramck and nothing in Detroit. However, a food allowance is generally offered by the remaining comparables; therefore, this factor favors the Highland Park Firefighters.

- (e) The average consumer prices for goods and services, commonly known as the cost of living.

This factor favors the firefighters because of their inability to achieve compensation in line with the cost of living.

- (f) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

The addition of the food allowance establishes a benefit that is in the mainstream of overall compensation; it may not have the effect of increasing pensions that a similar increase in wages would have; and it still leaves Highland Park well below other comparable communities. Thus, this factor favors the Union.

- (g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

This factor is not applicable.

- (h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in the private employment.

The current pension plan is presenting difficulties for both the City and the Union, both in terms of meeting current expenses and in awarding increases. The creation of a benefit that may not have an effect on the pension plan is an outcome that would be expected in collective bargaining.

AWARD

The last best offer of the Union on food allowance for the contract years July 1, 1982 through June 30, 1986 is awarded. See Appendix A, pps. 7-8.

Dated: NOV 6, 1985

Mark J. Glazer  
Mark J. Glazer, Chairman

Dated: Nov 8, 1985

John T. Salter  
John T. Salter, Union Designee

Dated: \_\_\_\_\_

\_\_\_\_\_  
Cleophus Boyd, City Designee

STATE OF MICHIGAN  
DEPARTMENT OF LABOR RELATIONS

In the Matter of:

CITY OF HIGHLAND PARK,

-and-

HIGHLAND PARK FIREFIGHTERS UNION

MERC Case No. D80-2490

STATE OF MICHIGAN  
BUREAU OF EMPLOYMENT RELATIONS  
DETROIT OFFICE

1983 NOV 18 PM 1:52

LAST BEST OFFER OF SETTLEMENT

INTRODUCTION AND IDENTIFICATION OF ISSUES

"At or before the conclusion of the hearing held pursuant to Section 6, the Arbitration Panel shall identify the economic issues in dispute and direct each of the parties to submit within such time limit as the panel shall prescribe, to the Arbitration Panel and to each other its last offer of settlement on each economic issue"...

MCLA 423.238.

This labor relations Act 312 proceeding began with the Panel holding several pre-hearing meetings and executive conferences which took place between the appointment of the Arbitrator on April 25, 1983, and the commencement of proceedings on January 19, 1983.

At these pre-hearing conferences held pursuant to Guideline 7 of the MERC Guideline for Arbitrators, Chairman, Mark Glazer, requested the parties to submit a written list of all economic and non-economic issues on which evidence would be introduced and on which the Panel would be required to render a decision. (MERC Guidelines for Arbitration Proceedings, Part 3, Guideline 7.)

Pursuant to the direction of the Arbitrator to state the unresolved issues at the pre-hearing conference, the parties considerably narrowed the issues. Their identification of the issues is contained in correspondence as exchanged between themselves and the Arbitrator in attachments herewith exhibited as Exhibit A (City statement of issues), and Exhibit B (Union statement of issues).

It should be further pointed out that by an oral amendment on the record on May 21, 1984, the Union was permitted to amend its wage issues to include a four year contract, as opposed to a two year contract, for the reason that the proceedings had moved very slowly and not expeditiously as required by the Statement of Policy as found in Act 312.

As the parties have themselves identified and stipulated to the issues, there only remains one additional matter with respect to the Panel's identification of an issue.

At the very last hearing, the Employer for the first time introduced an issue of the consolidation of the police and fire services in the City of Highland Park. The Arbitrator reserved ruling on whether or not the issue would even be considered by the Panel, for the reason that the Union objected to the late introduction of the issue alleging, among other things, that:

- (1) That without a specific proposal from the City, the Union could not even undertake to prepare to deal with the issue or cross-examine a witness who then spoke with regard to a definition of the general concept of consolidation. This witness testified that there is no single form for such an organization and such an organization can range in every form and combination one could imagine.

- (2) That the issue of consolidation of fire and police services is of such great significance and impact upon not only the firefighters, but also police officers and retirees, that others may desire to intervene in the proceeding.

The parties further agreed informally, and with the direction of the Arbitrator final offers of settlement were agreed to be submitted not later than January 15, 1985. This agreement made early in December of 1984, was adhered to by both parties with the submission of this last offer of settlement reserving the final identification of whether or not the issue of consolidation should be considered by the Panel.

Should the Panel decide that no specific proposal or issue of consolidation is appropriately before the Panel, the Union recommends that the Arbitrator note in his opinion and decision that the parties at their pre-hearing conference of September 21, 1983, agreed to the submission of issues, and having identified such issues through their exchange of correspondence and submission of same to the Arbitrator, and with the amendment of the Union having been made on the record on May 21, 1984, that a final offer of settlement was required to be submitted at this time.

In the written opinion of the majority of the Panel, each issue should be indicated as having been identified by the parties at the pre-hearing conferences between the parties and as amended by the Panel on May 21, 1984.

LAST BEST OFFER OF SETTLEMENT

CONTRACT YEARS BEGINNING JULY 1, 1982, AND ENDING JUNE 30, 1983, BEGINNING, JULY 1, 1983, AND ENDING JUNE 30, 1984, BEGINNING JULY 1, 1984, AND ENDING JUNE 30, 1985, BEGINNING JULY 1, 1985, AND ENDING JUNE 30, 1986

ECONOMIC ISSUES

Pursuant to Public Act 312 of the Public Acts of 1969 as amended, the above-captioned Highland Park Firefighters Union, Local 355, herewith submits its last offer of settlement regarding those unresolved economic issues with regard to the above-captioned arbitration proceedings.

WAGES

CONTRACT YEAR BEGINNING JULY 1, 1982, AND ENDING  
JUNE 30, 1983

Effective July 1, 1982

Assistant Chief	\$34,247.00
Captain	31,134.00
Lieutenant	28,302.00
Senior Inspector	28,302.00
Sergeant	25,727.00
Junior Inspector	25,727.00
Firefighter - 4	22,927.00
Firefighter - 3	20,459.00
Firefighter - 2	19,051.00
Firefighter - 1	17,644.00
Firefighter - Start	16,191.00
Dispatchers, Switchboard & Fire Alarm Operators -	
1 year	18,289.00
6 months	18,092.00
Start	16,716.00

CONTRACT YEAR BEGINNING JULY 1, 1983, AND ENDING  
JUNE 30, 1984

Effective July 1, 1983

Assistant Chief	\$35,959.00
Captain	32,691.00
Lieutenant	29,717.00
Senior Inspector	29,717.00
Sergeant	27,013.00
Junior Inspector	27,013.00
Firefighter - 4	24,073.00
Firefighter - 3	21,482.00
Firefighter - 2	20,004.00
Firefighter - 1	18,526.00
Firefighter - Start	17,001.00
Dispatchers, Switchboard & Fire Alarm Operators -	
1 year	19,203.00
6 months	18,997.00
Start	17,552.00

CONTRACT YEAR BEGINNING JULY 1, 1984, AND ENDING  
JUNE 30, 1985

Effective July 1, 1984

Assistant Chief	\$37,757.00
Captain	34,326.00
Lieutenant	31,203.00
Senior Inspector	31,203.00
Sergeant	28,364.00
Junior Inspector	28,364.00
Firefighter - 4	25,277.00
Firefighter - 3	22,556.00
Firefighter - 2	21,004.00
Firefighter - 1	19,452.00
Firefighter - Start	17,851.00
Dispatchers, Switchboard & Fire Alarm Operators -	
1 year	20,163.00
6 months	19,947.00
Start	18,430.00

CONTRACT YEAR BEGINNING JULY 1, 1985, AND ENDING  
JUNE 30, 1986

Effective July 1, 1985

The Union upon written notice at any time within ninety (90) days prior to June 30, 1985, or ninety (90) days after the Arbitration Award, whichever date is later, may reopen this Agreement for negotiation of wage rates to be effective as agreed, but not sooner than July 1, 1985.

FOOD ALLOWANCE

CONTRACT YEAR BEGINNING JULY 1, 1982, AND ENDING  
JUNE 30, 1983

The City shall provide a food allowance fund for each employee normally assigned to 24-hour duty days, in an amount equal to Four Hundred Fifty (\$450.00) Dollars per year for each such employee.

One-twelfth (1/12th) of such annual allowance amount shall be paid through the Chief to the Captain of each unit on the last day of each month, based upon the proportion of those employees in that unit as scheduled for the next month. The Captain shall then direct the unit's cook to purchase food and staple goods for each monthly period so funded.

CONTRACT YEAR BEGINNING JULY 1, 1983, AND ENDING  
JUNE 30, 1984

The City shall provide a food allowance fund for each employee normally assigned to 24-hour duty days, in an amount equal to Four Hundred Fifty (\$450.00) Dollars per year for each such employee.

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CONTRACT YEAR BEGINNING JULY 1, 1984, AND ENDING  
JUNE 30, 1985

The City shall provide a food allowance fund for each employee normally assigned to 24-hour duty days, in an amount equal to Four Hundred Fifty (\$450.00) Dollars per year for each such employee.

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CONTRACT YEAR BEGINNING JULY 1, 1985, AND ENDING  
JUNE 30, 1986

The City shall provide a food allowance fund for each employee normally assigned to 24-hour duty days, in an amount equal to Four Hundred Fifty (\$450.00) Dollars per year for each such employee.

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## UNIFORM ALLOWANCE

CONTRACT YEAR BEGINNING JULY 1, 1982, AND ENDING  
JUNE 30, 1983

### ARTICLE XXXVIII

#### Sec. 1 - Uniform Allowance

The City shall furnish uniforms to Firefighters and Sergeants on a "need basis". The uniforms shall 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 insuring that the uniforms are returned. Optional equipment may be purchased through departmental channels at a member's own expense. The City shall pay all Firefighters and Sergeants Three Hundred Seventy-five (\$375) Dollars annually to purchase work shoes, and to provide cleaning, pressing and general up keep of the Department's uniform. Uniforms presented for semi-annual inspection shall be cleaned, pressed and repaired. Rejected items shall be replaced by the City with garments which pass official inspection. Except for uniforms damaged or lost in the line of duty, replacements shall be made only at the semi-annual inspection, and rejected garments shall be turned in to the Department.

#### Sec. 2

The City shall pay all Ranking Officers and Fire Inspectors a clothing or uniform allowance of Four Hundred (\$400) Dollars annually.

#### Sec. 3

Uniform or clothing allowances for all members covered under this Agreement shall be made payable on July 1, of each year for the duration of this contract.

CONTRACT YEAR BEGINNING JULY 1, 1983, AND ENDING  
JUNE 30, 1984

### ARTICLE XXXVIII

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CONTRACT YEAR BEGINNING JULY 1, 1985, AND ENDING  
JUNE 30, 1986

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LONGEVITY

CONTRACT YEAR BEGINNING JULY 1, 1982, AND ENDING  
JUNE 30, 1983

ARTICLE XXXIII

Sec. 3 - Longevity

Schedule 1: Amount of Compensation: Longevity  
Payments for Firefighters, Sergeants, Ranking  
Officers, Fire Inspectors and Fire Alarm Operators  
shall be based upon and paid on anniversary dates as  
follows:

After 5 years of service	\$150 longevity
After 10 years of service	\$300 longevity
After 15 years of service	\$450 longevity
After 20 years of service	\$600 longevity
After 25 years of service	\$750 longevity

Longevity payments shall be made on the employee's  
anniversary date, and all service with the City shall  
be credited towards a member's longevity computation.

1  
CONTRACT YEAR BEGINNING JULY 1, 1983, AND ENDING  
JUNE 30, 1984

ARTICLE XXXIII

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CONTRACT YEAR BEGINNING JULY 1, 1984, AND ENDING  
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CONTRACT YEAR BEGINNING JULY 1, 1985, AND ENDING  
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be credited towards a member's longevity computation.

MANPOWER AND MANNING OF FIRE APPARATUS

CONTRACT YEAR BEGINNING JULY 1, 1982, AND ENDING  
JUNE 30, 1983

ARTICLE XI

The City shall determine the overall regular complement of firefighters in the unit and the number of stations to be operated. However, on a day-to-day basis, the employer shall maintain crews on duty sufficient to safely and effectively operate the equipment and engage in required life-saving undertakings.

Sufficient firefighter personnel shall be available to provide a minimum of two firefighters and one fire officer on each piece of fire apparatus responding to an alarm. By definition, a unit is an engine company or a ladder company.

If sufficient personnel are not available to meet minimum staffing requirements for apparatus, firefighters shall be retained or recalled on overtime.

Medical rescue units shall be staffed by not less than two (2) EMT's and an officer.

CONTRACT YEAR BEGINNING JULY 1, 1983, AND ENDING  
JUNE 30, 1984

ARTICLE XI

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CONTRACT YEAR BEGINNING JULY 1, 1985, AND ENDING  
JUNE 30, 1986

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Medical rescue units shall be staffed by not less than two (2) EMT's and an officer.

PREMIUM PAY - DRIVERS

CONTRACT YEAR BEGINNING JULY 1, 1982, AND ENDING  
JUNE 30, 1983

ARTICLE LI

PREMIUM PAY - DRIVERS

All members assigned to drive and operate fire apparatus equipment including, but not limited to, pumpers, ladder trucks, and the ambulance shall receive a ten (10%) percent premium pay on a daily basis. Such premium pay shall be in addition to the member's regular rate of pay for that work day.

CONTRACT YEAR BEGINNING JULY 1, 1983, AND ENDING  
JUNE 30, 1984

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SUNDAY OVERTIME RATE

CONTRACT YEAR BEGINNING JULY 1, 1982, AND ENDING  
JUNE 30, 1983

ARTICLE XXXIV - Overtime shall be amended to include a new section, Section 5, which shall read as follows commencing July 1, 1982:

ARTICLE XXXIV

...

Section 5 - Sunday Overtime

Any employee assigned to work on a Sunday shall be paid double time for each hour worked.

CONTRACT YEAR BEGINNING JULY 1, 1983, AND ENDING  
JUNE 30, 1984

ARTICLE XXXIV - Overtime shall be amended to include a new section, Section 5, which shall read as follows commencing July 1, 1982:

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CONTRACT YEAR BEGINNING JULY 1, 1984, AND ENDING  
JUNE 30, 1985

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ARTICLE XXXIV

...

Section 5 - Sunday Overtime

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CONTRACT YEAR BEGINNING JULY 1, 1985, AND ENDING  
JUNE 30, 1986

ARTICLE XXXIV - Overtime shall be amended to include a new section, Section 5, which shall read as follows

commencing July 1, 1982:

ARTICLE XXXIV

...

Section 5 - Sunday Overtime

Any employee assigned to work on a Sunday shall be paid double time for each hour worked.

ALL OTHER CLAUSES IN THE CURRENT CONTRACT BETWEEN THE  
PARTIES WHICH CONSIST OF THE LAST WRITTEN CONTRACT AND  
THE ARBITRATION AWARDS RENDERED SUBSEQUENT THERETO.

The Union offers no change from the last written contract and the Arbitration Awards rendered subsequent thereto except as indicated elsewhere in this last offer of settlement. The Union offers to continue the current contract as modified by previous Arbitration Awards (see, Union Exhibit 2), and requests the Panel to incorporate said Exhibit as part of its Award for all four contract years before the Panel.

CITY DEMANDS (ECONOMIC) - ALL CONTRACT YEARS

FURLOUGHS

The City has offered no specifically identifiable proposal and the Union, therefore, proposes no change in the furloughs being presently maintained (see, Union issue regarding maintaining all other clauses in the current contract between the parties which consist of the last written contract and the Arbitration Awards rendered subsequent thereto).

SICK LEAVE

The City has offered no specifically identifiable proposal and the Union, therefore, proposes no change in the sick leave being presently maintained (see, Union issue regarding maintaining all other clauses in the current contract between the parties which consist of the last written contract and the Arbitration Awards rendered subsequent thereto).

OVERTIME

The City has offered no specifically identifiable proposal and the Union, therefore, proposes no change in the overtime being presently maintained (see, Union issue regarding maintaining all other clauses in the current contract between the parties which consist of the last written contract and the Arbitration Awards rendered subsequent thereto).

BUSINESS LEAVE

The City has offered no specifically identifiable proposal and the Union, therefore, proposes no change in the business leaves being presently maintained (see, Union issue

regarding maintaining all other clauses in the current contract between the parties which consist of the last written contract and the Arbitration Awards rendered subsequent thereto).

#### HOLIDAY COMPENSATION

The City has offered no specifically identifiable proposal and the Union, therefore, proposes no change in the holiday compensation being presently maintained (see, Union issue regarding maintaining all other clauses in the current contract between the parties which consist of the last written contract and the Arbitration Awards rendered subsequent thereto).

#### DENTAL CARE

The City has offered no specifically identifiable proposal and the Union, therefore, proposes no change in the dental care being presently maintained (see, Union issue regarding maintaining all other clauses in the current contract between the parties which consist of the last written contract and the Arbitration Awards rendered subsequent thereto).

#### TERMINAL LEAVE

The City has offered no specifically identifiable proposal and the Union, therefore, proposes no change in the terminal leave being presently maintained (see, Union issue regarding maintaining all other clauses in the current contract between the parties which consist of the last written contract and the Arbitration Awards rendered subsequent thereto).

#### NON-ECONOMIC ISSUES

The Union has made no non-economic proposals, except to the extent that the Union wishes to include in this Award, all other clauses in the current contract between the parties which consist of the last written contract and the Arbitration Awards rendered subsequent thereto. (See, Union Exhibit No. 2, as offered in the Arbitration proceeding.)

CITY DEMANDS (NON-ECONOMIC) - ALL CONTRACT YEARS

SENIORITY

The City has offered no specifically identifiable proposal and the Union, therefore, proposes no change in the seniority being presently maintained (see, Union issue regarding maintaining all other clauses in the current contract between the parties which consist of the last written contract and the Arbitration Awards rendered subsequent thereto).

EXAMINATIONS

The City has offered no specifically identifiable proposal and the Union, therefore, proposes no change in the examinations being presently maintained (see, Union issue regarding maintaining all other clauses in the current contract between the parties which consist of the last written contract and the Arbitration Awards rendered subsequent thereto).

PROMOTIONS

The City has offered no specifically identifiable proposal and the Union, therefore, proposes no change in the promotions being presently maintained (see, Union issue regarding maintaining all other clauses in the current contract between the parties which consist of the last written contract and the Arbitration Awards rendered subsequent thereto).

LAYOFF

The City has offered no specifically identifiable proposal and the Union, therefore, proposes no change in the layoff procedure being presently maintained (see, Union issue

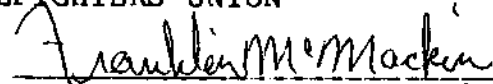
regarding maintaining all other clauses in the current contract between the parties which consist of the last written contract and the Arbitration Awards rendered subsequent thereto).

RECALL

The City has offered no specifically identifiable proposal and the Union, therefore, proposes no change in the recall procedure being presently maintained (see, Union issue regarding maintaining all other clauses in the current contract between the parties which consist of the last written contract and the Arbitration Awards rendered subsequent thereto).

HIGHLAND PARK FIREFIGHTERS UNION,  
LOCAL 355, INTERNATIONAL ASSOCIATION  
OF FIREFIGHTERS, A MICHIGAN STATE  
FIREFIGHTERS UNION

BY:



FRANKLIN MCMACKIN, President

EUGENE R. BOLANOWSKI, P.C.

BY:



EUGENE R. BOLANOWSKI (P 10963)  
Attorney for Highland Park  
Firefighters Union

Dated: January 14, 1985

PERSONNEL DEPARTMENT  
AND LABOR RELATIONS



SAM J. MERIGIAN, Director

30 GERALD AVENUE, HIGHLAND PARK, MICHIGAN 48203  
Telephone (313) 252-0167

November 7, 1983

Eugene R. Bolanowski, P.C.  
400 Comerica Bank Building  
30500 Van Dyke  
Warren, Michigan 48093

Dear Mr. Bolanowski:

The following are, I believe, the unresolved issues remaining in the negotiations between the Highland Park Firefighters Union and the City of Highland Park:

Non-Economic Issues:

1. Seniority;
2. Examinations;
3. Promotions;
4. Layoff;
5. Recall.

Economic Issues:

- A. Firefighter's demands:
  1. Food allowance;
  2. Manning fire apparatus;
  3. Longevity pay;
  4. Sunday premium pay;
  5. Paid drivers;
  6. Uniform allowance;
  7. Wages (1983-1984).
- B. City demands:
  1. Furloughs;
  2. Sick leave;
  3. Overtime;
  4. Business leave;
  5. Holiday compensation;
  6. Dental care;
  7. Terminal leave.

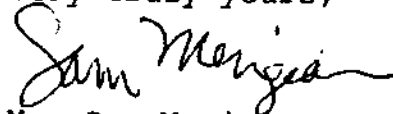
EXHIBIT A

Eugene R. Bolanowski, P.C.  
November 7, 1983  
Page Two

The articles pertaining to furloughs, sick leave, and holiday compensation are language changes to reflect arbitral opinions. The remaining issues arise from Judge Farmer's opinion and judgment.

The issue as to compensatory time payoff is resolved, I think. The city reserves the right to add, delete or amend issues.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Sam Merigian".

Mr. Sam Merigian

jk

cc: Mark J. Glazer

*Law Offices of  
Eugene R. Bolanowski, P.C.  
400 Comerica Bank Building  
30500 Van Dyke  
Warren, Michigan 48093*

*Eugene R. Bolanowski  
Douglas A. Keast  
Area Code 313  
751-0900*

January 10, 1984

*Of Counsel  
Paul L. Vella  
(573-8400)*

Mark J. Glazer, Esq.  
3705 West Maple  
Birmingham, MI 48010

Dear Mr. Glazer:

RE: Highland Park Firefighters and City of Highland Park,  
Public Act 312 Arbitration - Proceedings for January 19,  
20 and 23, 1984.

The purpose of this letter is to provide you with notice of an amendment to the issues being presented to the Panel for decision, secondly, a status report, and thirdly, to request your assistance through the issuance of Subpoenas.

The Union sets forth the following as issues which were presented to you at our pre-arbitration conference of September 21, 1983:

1. Wages (for a two year contract 1982-1983 and 1983-1984).
2. Food allowance.
3. Uniform Allowance.
4. Longevity Pay.
5. Manning of Fire Apparatus.
6. Paid Drivers.
7. Sunday Premium Pay.

Each of the above issues and demands as presented by the Union constitute economic issues for decision by the Arbitration Panel.

The Union herewith amends its issues to include the following issue:

8. All other clauses in the current contract between the parties which consist of the last written contract and the arbitration awards rendered subsequent thereto.

EXHIBIT B

Mark J. Glazer, Esq.  
January 10, 1984  
Page 2

The above amendment is necessitated by the refusal of the Employer to recognize the operative affect of arbitration awards and previous contracts notwithstanding orders of the Wayne County Circuit Court and denial of requests for stays of proceedings at the Court of Appeals level and at the Supreme Court level.

City issues are those as set out in their correspondence of November 7, 1983.

We herewith further wish to inform the Panel that the City of Highland Park has not complied with the directions of the Panel per the pre-arbitration conference of September 21, 1983, and the further direction of the Arbitrator which followed in the following respects:

1. The City of Highland Park has not furnished its list of comparables, notwithstanding the disclosure of comparables by the Union on September 21, 1983.
2. The City of Highland Park has not offered any exhibits for exchange, notwithstanding the willingness of the Union to meet at a mutually convenient time and place to exchange exhibits.
3. Requests for information have not as yet been fully complied with in that the Employer has not freely exchanged information as requested.

The Union has scheduled its witnesses and will be ready to proceed notwithstanding the refusal of the City to comply with the direction of the Arbitrator. To the extent that the Union is prejudiced by surprise, an additional hearing day may be requested.

We have herewith included Subpoenas which we ask that you sign and return to us for service so that we might provide as much data as is possible to support the position of the Union and to provide the Arbitrator with a complete overview of the reasonableness of the requests of the Union versus the "stonewalling" of the City with respect to exchange of information.

Very truly yours,

EUGENE R. BOLANOWSKI  
Attorney for Highland Park  
Firefighter Union, Local 355

pt  
Enclosures  
cc: John Salter  
Sam Merigian

P.S. Additional Subpoenas will follow.

STATE OF MICHIGAN  
DEPARTMENT OF LABOR  
EMPLOYMENT RELATIONS COMMISSION

THE CITY OF HIGHLAND PARK,

Employer,

- and -

Case No. D82-D2142

HIGHLAND PARK FIREFIGHTERS  
UNION, LOCAL 355, I.A.F.F.,  
AFL-CIO,

Union.

STATE OF MICHIGAN  
BUREAU OF EMPLOYMENT RELATIONS  
DETROIT OFFICE

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RECEIVED

LAST OFFER OF SETTLEMENT

ECONOMIC ISSUES

Pursuant to Act 312 of the Public Acts of 1969, as amended, and more particularly MCLA 423.238, the City of Highland Park, Michigan, a municipal corporation, submits this last offer of settlement of the economic issues in this arbitration proceeding.

I. Objectives and Background. The most effective and efficient fire, police, and emergency medical services possible must be provided to protect the persons and property of all who live or are in the City of Highland Park. This has to be done within budgetary limitations; but yet those who serve as fire-fighters, police, and emergency medical service officers must be paid and have work conditions commensurate with the duties which they perform.

This Hearing has been unusual because highly unusual conditions have been developing, and now exist in Highland Park. The Petition for Arbitration filed in this proceeding was filed in June of 1982. At approximately the same

time, the police patrol and police command officers filed a similar Petition for Act 312 Arbitration. Since the filing of the Petitions, the City has had to seek emergency loans from the Emergency Loan Board of the State and in the course of this process has become obliged to consider reorganization of the Fire and Police Departments.

The City has the responsibility, duty, and right to determine its basic structure and organization consistent with its responsibilities to bargain with its employees and comply with the budgetary mandates imposed by the State from which it has obtained emergency funding. The interweaving of these responsibilities and obligations must not only include the parties to these proceedings, but have to include other employees of the City: those also covered by Act 312, and those without the benefit of compulsory arbitration.

In order to carry out its responsibilities, the City of Highland Park has determined that it will create a Public Safety Department which will in effect consolidate or merge both the Fire and Police Departments into one department. All fire and police officers will be members of the Public Safety Department (hereafter PSD).

The purpose of this proceeding is to determine the wages, hours, and conditions of employment of the firefighters. This "last best offer" will set forth the wages, hours, and conditions of employment of the firefighters as members of the PSD. Since September of 1984, the City has been involved, as said, in Act 312 arbitration proceedings with the members of the Police Department. The wages, terms and conditions set forth in this offer have been offered to the representatives of the police patrol and police command officers in as equal time period as this, although under slightly different circumstances because the City and Union in each of those cases have proceeded more by negotiation than has been possible here. However, the intent of the City is and will

be to encourage discussion, negotiation, and participation of the firefighters in the transition which will occur in the coming months.

This last best offer is submitted with the belief that the following problems will be resolved:

- A. More personnel will be available to fight fires and fight crime;
- B. More money will be available to compensate the former firefighters or police officers than would be possible under current methods of operation and current organization;
- C. More money will be available to train and develop the new job skills which will be used to meet the new duties each employee must be capable of performing;
- D. The present pension system will be terminated for current employees and will be replaced by a defined contribution plan which will better assure the soundness of the system;
- E. The soundness and safety of the existing Police and Fire Retirement System will be better assured for retired fire and police officers;
- F. The present employees in the Fire and Police Departments will receive a return of their investment in the existing retirement system plus a significant payment from the City;
- G. Fire and police officers whose twenty (20) or more years of service have created vested rights in the retirement system in effect before 1970 will be permitted to take early retirement, or to participate in the new plan.

## II. Outline of Offer.

- A. There shall be created a Public Safety Department in the City of Highland Park which shall be staffed by public safety officers, who shall be

qualified, trained, and shall perform police, fire, emergency first aid, and such other services as are necessary to provide the highest possible quality of protection and safety to the persons and property in the City of Highland Park. The staffing shall also consist of non-sworn civilian employees as determined by the City.

B. The Public Safety Department shall be created not later than June 30, 1985. The wages, hours, terms and conditions of employment shall be as are set forth hereafter for the firefighters. Each member of the Union shall be entitled to be employed as a public safety officer, and receive the benefits thereof, as soon as practical but no later than June 30, 1985. The City will seek the cooperation of the firefighters as fully as possible to develop training programs, schedules, rules and regulations, and to take all other actions to implement this last best offer.

C. The Public Safety Department shall be organized as is set forth in Appendix A attached hereto and incorporated herein, or as may hereafter be changed by employer.

D. The members of the Union and the employees of such Department shall perform the duties and functions as are set forth in general in Appendix B which is attached hereto and incorporated herein, or as may hereafter be agreed upon by the parties hereto.

E. The City offers the payment of wages, rates of pay, and fringe benefits as are set forth in Appendix C which is attached hereto and incorporated herein for the fiscal years of 1985-86, 1986-87, and 1987-88, and the remainder of the current fiscal year 1984-85 as is set forth hereafter. The City offers the same rates of pay as prevailed in 1980-81 for the fiscal years of 1982-83, 1983-84, and 1984-85.

The City offers to commence to pay each firefighter who elects to become a Public Safety Officer upon his acceptance of these terms and conditions so that the City will be able to implement the necessary training and transition program.

F. A new pension plan shall be adopted and active members of the present Police and Fire Retirement System shall receive no further increase in benefits in said system from and after the effective date of the Arbitration Decision and Order or as may be provided therein.

The Arbitration Decision and Order shall contain a method of transfer or termination of Pension Rights, if any, and shall provide as follows:

1. Every employee who is a member of the "Highland Park" or "Detroit" retirement systems shall be entitled to all rights that have become vested by the terms and conditions of such systems. This includes such rights as relate to retirement or deferred retirement.

2. Every employee who is not entitled to retirement or deferred retirement rights shall terminate his or her membership in such system and enter into the new system as hereinafter provided. If it is deemed necessary by the City that such termination of membership requires termination of employment as a policeman or firefighter, or otherwise, each employee shall immediately be terminated and then rehired by the City with no loss of seniority.

3. As further consideration of the employee becoming a member of the PSD and termination of his membership in the existing retirement systems, the employee shall be permitted to withdraw his accumulated contribution to the existing retirement systems for transfer to the new pension plan or fund, and the City agrees to pay to the new pension fund an amount equal to one-half of the member's accumulated contribution transferred to the new pension plan plus an amount equal to fifteen percent (15%) of the employee's base pay as set forth

in the 1980-81 City budget for the position held by the employee. This payment by the City shall be made in ten (10) equal annual installments together with interest at the rate of five percent (5%) per annum on the unpaid balance.

4. A new pension plan shall be established by the City which shall be that type of pension plan referred to as a "defined contribution plan". The City shall contribute into the new pension plan an amount equal to seven percent (7%) of the employee's base wages or salaries as provided in the wage agreement set forth in Appendix C attached hereto. The Employee shall contribute a minimum of five percent (5%) of such pay into the new plan.

G. Any firefighter with twenty (20) or more years of service and who would qualify for Deferred Retirement as provided by Section 19-17 of the Retirement System set out in the City Charter may elect early retirement and commence to receive his retirement benefits upon such retirement in lieu of any other payments on account of the retirement systems. Such person shall have thirty (30) days from the effective date of the Arbitration Decision and Order, or as otherwise agreed upon by the City, to elect such early retirement. Such retirement shall occur within fifteen (15) days of the receipt of the actuary report of benefit entitlement by the employee.

H. The parties agree that any person employed as a firefighter or fire officer who does not elect to become a public safety officer may remain as a firefighter or fire officer until June 30, 1988 at such wages and fringe benefits (except pension plans) as are set forth herein; provided, however, that all other hours, terms, and conditions of employment shall be determined by City after consultation with the Union.

I. The parties agree that the work week of the Public Safety Department shall be on the basis of an eight (8) hour day, forty (40) hours and five (5) day week with such shift schedule as shall be set forth by the Director or his

Deputy in the rules and regulations of said Department. The Public Safety Department shall conduct its operations on a twenty-four (24) hours per day, seven (7) day week basis.

J. The City may hire up to fifteen (15) persons as Auxiliary Police Officers at such wages, hours, terms, and conditions of employment as are agreeable to the City and such employees. These employees shall not be members of the Bargaining Unit represented by the Union.

K. The Bargaining Unit shall consist of all sworn members presently represented by Union together with the sworn officers of the Public Safety Department. The Director and Deputy Director(s), and the civilian employees of such department shall also not be members of the Bargaining Unit.

L. The Arbitration Decision and Order or other agreement between the parties shall relate only to those persons who are firefighters and police, employed as such on the date of the Arbitration Decision and Order. The wages, hours, terms, and conditions of employment for any person newly hired by the City subsequent to that date may differ as to fringe benefits, including but not limited to sick time and sick pay, holiday or furlough days, longevity pay, personal leave days, and health, dental, optical, or life insurance, or other fringe benefits upon which those persons may agree.

M. The City offers the fringe benefits set forth in Appendix D attached hereto and incorporated herein.

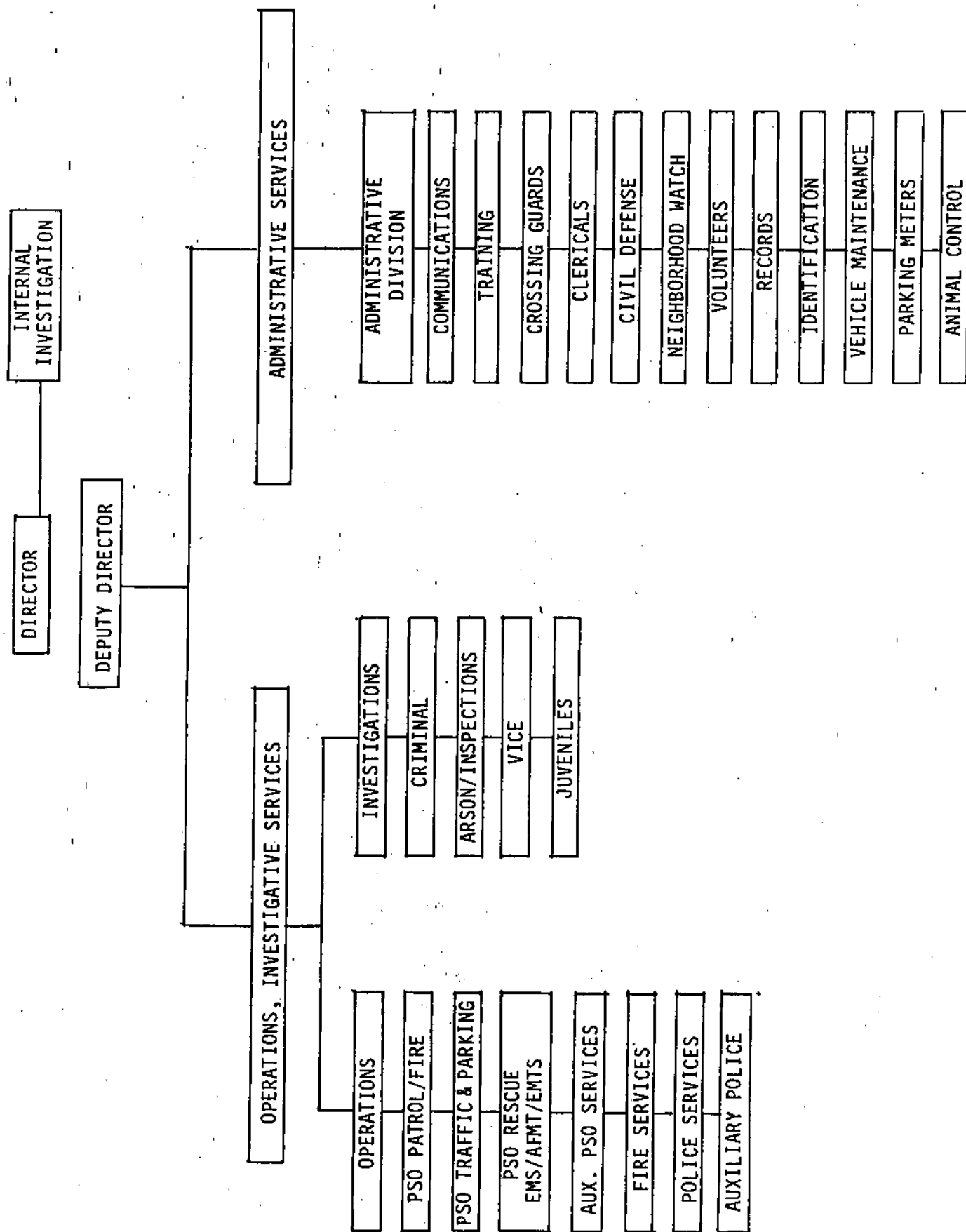
N. The City offers to make no other changes as to the demands of the firefighters nor offers any other economic fringe benefits except as may be agreed upon after negotiation and bargaining as set forth herein or as provided by law. Any non-economic issues not included herein will be addressed,

when stated and defined, by negotiation or by rules and regulations adopted by the PSD.

THE CITY OF HIGHLAND PARK

By: Raymond F. Clevenger  
Raymond F. Clevenger (P11972)  
Attorney for City of Highland Park  
427 N. Main Street  
Ann Arbor, Michigan 48104  
(313) 663-1004

Dated: January 15, 1985



## PUBLIC SAFETY SUPERVISOR

General Statement of Duties: Exercises supervision over Public Safety Officers on an assigned shift; does related work as required.

Distinguishing Features of the Class: This position involves law enforcement and firefighting responsibility, and coordination of the efficient performance of a squad of Public Safety Officers. A Public Safety Supervisor must be capable of assuming a leadership role, and must have considerable knowledge of police and firefighting procedures. General and specific instructions are received from the Public Safety Administration on administrative and training matters, and on operational duties.

Examples of Work (illustrative only):

Patrols a designated area, observing for traffic and fire hazards and violations of the law;

Advises and assists the personnel under his supervision on police calls as needed;

Answers fire calls assigned to his station and is in charge until a senior officer arrives at the scene of a fire;

Assigns personnel to station or patrol duties as needed;

Conducts police and fire training;

Evaluates performance and keeps accurate personnel records of the personnel under his supervision;

Compiles and reports daily police and fire activities;

Checks police and fire equipment daily, sees that all equipment is in good repair and properly maintained.

Required Knowledge, Skills and Abilities: Knowledge of modern police and firefighting equipment and methods; knowledge of laws and ordinances governing local police work; knowledge of the hazards involved, and of the safety measures which should be employed in fighting fires; knowledge of the geography of the city; ability to direct and supervise the work of others;

ability to deal firmly and courteously with the public; good judgment; dependability; excellent physical condition.

Acceptable Experience and Training: At least three years of experience as a Public Safety Officer; completion of a standard high school course supplemented by some college training or training at a state training school; or any equivalent combination of experience and training which provides the required knowledge, skills and abilities.

## PUBLIC SAFETY OFFICER

General Statement of Duties: Performs general duty police and fire control work as a member of a public safety unit; does related work as required.

Distinguishing Features of the Class: A Public Safety Officer is responsible for the rapid and efficient performance of specialized duties under emergency conditions involving personal hazard. Work is normally performed under the supervision of a superior officer, but the Public Safety Officer may frequently have to use independent judgment in emergencies.

Examples of Work (illustrative only):

Enforces laws and ordinances of the city and laws of the state;

Promotes favorable public relations in public contact situations;

Patrols an assigned area during a specific period, in a patrol car which contains equipment for rescue and for fighting small fires;

Investigates suspicious conditions and complaints, makes arrests of persons who violate laws and ordinances;

Checks doors, windows, and premises of unoccupied buildings or residences in order to detect any suspicious conditions;

Issues citations to traffic violators;

Reports to the scenes of fires or accidents in assigned area, administers first aid when necessary;

Gives all possible assistance and prepares necessary reports;

Fights grass and small fires with hand equipment available in patrol car, uses two-way radio to call for additional manpower and equipment if needed;

Combats fires with public safety company, conducts rescue and salvage operations;

Drives fire truck on rotating basis, operates pumps and uses ladders, axes, shovels, extinguishers and other firefighting equipment, helps maintain equipment;

Conducts fire prevention inspections;

Provides public with general information pertaining to public safety in general, along with educational material concerning crime and fire prevention;

Participates in comprehensive, in-service, fire-police training;

Performs related duties as assigned or required.

Required Knowledge, Skills and Abilities: Good social and general intelligence; ability to understand and carry out complex written and oral instructions; ability to analyze situations and adopt a quick and efficient course of action; good mechanical and technical aptitude; some skill in the use of firearms; ability to deal courteously but firmly with the public; excellent moral character, excellent physical condition, strength and agility.

Acceptable Training and Experience: Completion of a standard high school course; possession of a valid driver's license.

Position	Sign Commitment Start to 6/30/85	7/1/85 to 12/31/85	1/1/86 to 6/30/86	7/1/86 to 12/31/86	1/1/87 to 6/30/87	7/1/87 to 6/30/88
Public Safety Officer I	\$22,049.28	\$23,051.52	\$24,053.76	\$25,056.00	\$26,058.24	\$27,352.80
Public Safety Officer II	24,554.88	25,557.12	26,559.36	27,561.60	28,563.84	29,983.68
Public Safety Officer III	27,018.72	28,020.96	29,023.20	30,025.44	31,027.68	32,572.80
Public Safety Officer IV	29,712.24	30,714.48	31,716.72	32,718.96	33,721.20	35,412.48
Public Safety Officer-Trainee	14,010.48					
Public Safety Officer-Start	14,490.72					
Public Safety Officer-1 yr.	15,409.44					
Public Safety Officer-2 yrs.	16,495.20					
Public Safety Officer-3 yrs.	17,601.84					
Public Safety Officer-4 yrs.	18,896.40					
Public Safety Officer-5 yrs.	20,295.36					

Fire Captain (Former Asst. Chief)	30,491.15		27,442.04		24,423.42	24,423.42
Fire Captain	27,718.78		24,946.90		22,202.74	22,202.74
Fire Lieutenant/Sr. Inspector	25,197.11		22,677.40		20,182.89	20,182.89
Fire Sergeant/Jr. Inspector	22,906.47		20,615.82		18,348.08	18,348.0
Firefighter-4 yrs.	20,411.82		18,411.82		16,411.82	16,411.82
Firefighter-3 yrs.	18,214.57		16,214.57		14,214.57	14,214.57

Auxiliary Public Safety Officer \$7.86/hr., no fringes

## Fringe Benefits for Public Safety Department

### Shift Differential

The City will maintain the present shift differential of 10¢ per hour for the afternoon shift and 15¢ per hour for the night shift.

### Longevity

The City will continue longevity payments based on seniority. All service with the City shall be credited towards longevity computation. To be eligible for longevity payments, an individual shall accumulate no less than 216 days of work during the year immediately preceding the due date of the longevity payment.

### Overtime

Employees shall be compensated at time and one-half (1-1/2) of the hourly rate for all time worked beyond the normal work day or for any time worked past 40 hours in a normally scheduled work week. All overtime will be paid in cash.

### Compensatory Time

Court time shall be paid at a minimum of two hours at time and one-half (1-1/2) if scheduled to appear in court in the line of duty on an off day. Court time can be paid either in cash or compensatory time at the election of the employee.

An employee will be entitled to paid excused time on Good Friday, Christmas Eve (December 24th) and New Year's Eve (December 31st).

### Holidays

The City will continue the present holidays of Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, Martin Luther King Day and the employee's birthday.

### Furloughs

Furloughs will be maintained on the following schedule:

1 - 5 years	10 days
6 - 10 years	15 days
11 - 15 years	20 days
16 years and over	25 days

Furlough time will not be earned or accrued during the period of time when an employee is receiving Worker's Disability Compensation and/or is on duty disability status.

### Uniform Provisions

The City will furnish uniforms and equipment as necessary during the conversion period from a Fire Department to a Public Safety Department.

### Sick Leave

An employee will earn 15 days annually of sick leave with a maximum accumulation of 150 days.

Employees may draw out any portion of their accumulated paying sick leave bank upon three-year intervals. The total days withdrawn shall then be subtracted from the Paying Sick Leave accumulation and a payoff in cash may be made to the employee in an amount not to exceed 50% of the accumulation in paying sick leave bank. For this payoff purpose, the accumulation shall be earned at the employee's base rate in effect in the fiscal year in which the sick leave is earned.

Upon termination for any reason other than retirement, the accumulated sick leave bank shall be paid to the employee being terminated at the rate of 50% of the accumulation, if any, then remaining in the employee's paying sick leave bank. For this payoff purpose, the accumulation shall be earned at the employee's base rate in effect in the fiscal year in which the paying sick leave is earned.

Upon retirement, the accumulated paying sick leave bank shall be paid to the employee being retired at the rate of 75% of the accumulation, if any, then remaining in the employee's paying sick leave bank.

In the event that an employee sustains an injury arising out of and in the course of his employment, he shall be covered exclusively by the Worker's Disability Compensation Act. The employee, upon written request, may have the difference between the employee's regular bi-weekly pay and the worker's disability payments supplemented from the employee's sick leave bank.

#### Funeral Leave

All employees will be allowed funeral leave not to exceed four (4) days for purposes of making preparations for and attending the funeral and burial of a deceased member of the employee's immediate family. If death occurs to a relative of the employee, such employee shall be granted leave not to exceed two (2) days to attend the funeral and burial of the deceased. Proof of such employee attendance may be required prior to the authorization of payment for the leave time.

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, and a relative is defined as grandson, granddaughter, uncle, aunt, brother-in-law and sister-in-law.

#### Business Leave

Employees will be granted three (3) personal leave days with full pay each year for the purpose of attending to personal, legal, religious, business, household, or family emergencies. In the event of an emergency, the employee shall give his immediate superior written notice of his desire to take a leave day at least one (1) week in advance of the leave day.

Firefighters, sergeants and ranking officers shall not be eligible for business leave days.

Life Insurance

The City will continue to provide \$25,000 life insurance for all of the public safety officers, including double indemnity for accidental death.

Health Insurance

The City will continue to furnish to the employee and his family a comprehensive health care program provided by an established and well-recognized organization equipped and professionally staffed to handle group programs. Any increase in the current monthly premium rate, effective July 1, 1985, and thereafter, shall be borne by the employee.

Eye Care Program

The City will continue the present eye care program for an employee and his family which is a comprehensive eye care program provided by an established and well-recognized organization equipped and professionally staffed to handle group programs.

Dental Care

The City will provide dental insurance coverage to the employee only with the City paying the premium for said insurance.

U-2

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF HIGHLAND PARK

-and-

HIGHLAND PARK FIREFIGHTERS UNION, LOCAL 355, I.A.F.F.,  
AFL-CIO

(Effective through June 30, 1982)

RECEIVED  
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ST. LOUIS, MO.  
BUREAU OF LABOR RELATIONS  
U.S. DEPARTMENT OF LABOR

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COLLECTIVE BARGAINING AGREEMENT

(Effective through June 30, 1982)

This Agreement entered into as of July 1, 19 ,  
between the CITY OF HIGHLAND PARK, Michigan, a municipal  
corporation, hereinafter called the "City", and LOCAL NO. 355 of  
the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, also known as the  
HIGHLAND PARK FIREFIGHTERS 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. "Union" shall include the officers or representatives of the Union.

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

## 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 provision of this Agreement.

ARTICLE IV  
REPRESENTATION

The Union shall be represented in all contract negotiations by a bargaining committee of no more than five (5) members, which may include, but not be restricted to, Firefighters, Fire Officers, Fire Department Switchboard Alarm Operators and Fire Department service division, who are members of the bargaining unit.

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

ARTICLE V  
MANAGEMENT SECURITY CLAUSE AND RIGHTS

Section 1. In accordance with the provision of Act 379 of the Public Acts of 1965, the City of Highland Park recognizes the Highland Park Firefighters 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 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 firefighters 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 firefighters 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.

Section 2. Management's Rights and Responsibilities:

The Union recognizes the prerogative of the City to operate and manage its affairs in all respects and in accordance with its responsibilities and the powers of authority which the City has not officially abridged, delegated, granted or modified by this agreement are retained by the City, and all rights, powers and authority the City had prior to the signing of this Agreement are retained by the City, and remain exclusively, without limitation, within the rights of the City.

Except as may be limited elsewhere in this Agreement, the City retains the rights in accordance with the laws and the Constitution of the United States and the laws and Constitution

of the State of Michigan and the responsibilities and duties contained in the Charter of the City of Highland Park and the ordinances and regulations promulgated thereunder.

## 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 Union may from time to time conduct its meetings in the engine house facilities of the Fire Department provided the Chief or his designees have been given at least two (2) weeks prior notice. Emergency meetings may be conducted in the same facilities provided that the Fire Chief or his designees have been given at least twenty-four (24) hour prior notice and approval for the emergency meeting has been given.

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

## ARTICLE IX

### CIVIL SERVICE RULES

Section 1. Seniority:

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, then 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 said Fire Department until such reductions shall have been accomplished:

Provided further, however, in the event that the said Fire Department shall again be increased in numbers to the strength existing prior to such reduction of members of the said

firemen suspended last under the terms of the layoff shall be first reinstated before any new appointments to said Fire Department shall be made.

Section 2. Promotions and Examinations:

1) All examinations shall be validated examinations and shall be conducted by the Michigan Municipal League. A portion of the examination shall be written. An oral portion may be conducted by the Michigan Municipal League, only. The League may include, but is not limited to the considerations of the individual's work history, his record of tardiness and absenteeism and educational background.

2) No member shall be eligible to write a competitive examination for any position or rank to be filled unless that member has completed five (5) years of service within his assigned division.

a. Division shall mean, firefighting division, marshall's division, if any, apparatus division, if any, and dispatch division, if any.

b. No member shall vacate his division and compete for the next highest position or rank in any other division within the Fire Department.

c. Members transferring or reassigning from any division into the firefighting division shall enter at the rank of Firefighter.

d. Members shall have served two (2) years in the present rank to qualify for the next highest rank.

e. In the event that no member or members have completed two (2) years in the next lower rank, members with less than two (2) years in rank shall be eligible to compete for the next highest position or rank.

f. In the event of only one (1) member in the next lower rank to compete, members in the second lower rank may compete for the vacancy, if such members have completed at least five (5) years of service in the Department.

g. Each eligibility list shall remain in effect for two (2) years after the date of posting.

h. Whenever a position or rank becomes vacant for which examinations were held, the appointing power shall make requisition upon the Personnel Director for the name of the person eligible for appointment thereto.

3. A register shall be established as a result of the taking and passing of a promotional examination. The register so established shall be valid for two years following the date of establishment.

4. An individual shall be certified by a licensed physician or hospital of the Employer's choosing prior to promotion to the next higher position.

5. Each applicant for the taking of a promotional examination shall be given one point credit for each year of active service.

6. Notice of a promotional examination for establishing a register for the various ranks shall be posted and a firefighter applying to take such an examination shall file his

application within fifteen (15) days of the date set forth in the posted notice.

7. The posted notice shall describe in general terms the areas and topics to be included in the examination.

8. Examinations shall be competitive.

a. All examinations for positions and ranks shall be practical in their character and shall relate to such matters and include such inquiries, as will fairly test the comparative merit and fitness of persons examined to discharge the duties of the employment sought by them.

b. No question in any examination shall be so framed as to elicit information concerning the political or religious opinions or affiliations of any member, nor shall inquiries be made concerning such opinions or affiliations, and all disclosures thereof shall be discountenanced.

c. No discrimination shall be exercised, threatened, or promised by any person or in favor of an eligible applicant or employee because of his political or religious opinions or affiliations.

d. Examinations shall be administered by the Michigan Municipal League. The Personnel Director and a Union designate shall review the raw scores and the final scores prior to posting each eligibility list.

e. All members upon request shall be granted a review of their examination no later than six months after the final scores have been posted. Request for review shall be made by employees within twenty (20) days of the receipt of an examination score.

9. No member shall be required to fill a vacant position or rank for a period to exceed ninety (90) days, unless the member currently holding that position or rank may be on extended leave from duty for reasons that are justifiable.

a. The appointing power shall appoint such member to such position or rank.

b. Members who are filling temporary vacancies shall be compensated at the regular rate of pay of the position or rank being filled.

c. No member shall be required to fill vacant positions or ranks outside of his classified division, or perform duties that he may not be qualified to perform.

10. The sequence of ranks for promotion shall be as follows:

- a. Firefighter to Fire Sergeant.
- b. Fire Sergeant to Fire Lieutenant.
- c. Fire Lieutenant to Fire Captain.
- d. Fire Captain to Assistant Chief.
- e. Assistant Chief to Chief of Department.

### Section 3. Vacancies:

When a position is vacated due to a death, discharge, resignation, retirement, or promotion, that position shall be filled from the eligibility list in effect at the time the position was vacated.

a. All budgeted positions shall remain filled during each fiscal year.

b. Should a vacancy occur in the Fire Marshall Division, members who qualify from the Firefighting Division may compete by written examination to fill that vacant position.

## ARTICLE X

### MAINTENANCE OF CONDITIONS

#### Section 1. Maintenance of Conditions:

The parties agree that this Agreement constitutes the entire contract between them governing the rates of pay, fringe benefits, hours and that such conditions of employment, as expressly contained herein, shall be maintained during the term of this Agreement. It is further understood that conditions demonstrated by past practice but not expressly covered by this Agreement shall be maintained and disputes over such conditions shall be subject to the grievance procedure and arbitration.

#### Section 2. Working Classifications:

Other than Article XX of this Agreement, no Firefighters 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 [or when any employee has been or is sick or ill and is able to return to work (by medical authority) on a restricted duty (or light duty) basis, that such employee shall be assigned to any work in the department by the Chief of Department or by comparable authority in the Chief's absence].

Section 3. Basis of Hourly Rate:

See Article XXXVII, Duty Periods and Rates.

Section 4. Mutual Aid Agreements:

The City shall not make or renew any mutual aid agreements absent consultation with the Union.

Section 5. Honoring Mutual Aid Agreements:

When any apparatus is assigned to another City to honor the mutual aid agreement, the remaining pieces of operating equipment shall be manned in accordance with the day-to-day complement in Article XI.

ARTICLE XI

MANPOWER

The City shall determine the overall regular complement of firefighters in the unit and the number of stations to be operated. However, on a day-to-day basis, the Employer shall maintain crews on duty sufficient to safely and effectively operate the equipment and engage in required life-saving undertakings.

ARTICLE XII

OVERTIME SCHEDULE

There is currently an established overtime list in the bargaining unit that was originally established and based upon seniority. This list shall be continued. Overtime work shall be

assigned to employees as uniformly as possible. The Department shall post, including the Union bulletin boards, a schedule, quarterly of the listing of employees in priority of right to overtime, in inverse order to overtime work previously assigned. If an employee refuses an assignment of overtime, he shall nevertheless be treated for the purposes of the next schedule as if he had accepted such assignment, provided, however, that an employee may refuse to work the assigned overtime if such an assignment results in a continuous 72-hour tour of duty, and such refusal shall not affect the employee's position on the overtime list.

### ARTICLE XIII

#### DISCIPLINE

##### Section 1.

The City agrees that no employee shall be disciplined or discharged except for just cause. In the event that the City finds it necessary to discharge or discipline an employee, the Union will be notified.

##### Section 2.

The aggrieved employee shall have the right to grieve an issue in accordance with Public Act 78 of 1935, as amended, or to file a grievance under the grievance procedure. The election by the employee shall be limited to either Act 78 or the grievance procedure, but not both.

#### 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 assessment 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.

The Union agrees to release and hold harmless and will defend the City from any and all claims, demands, suits or actions that may arise by reason of this Article XIV.

#### 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 on each unit who are required to cook shall have the right under this Agreement to elect a permanent cook by simple majority vote.

## ARTICLE XVII

### IMMUNIZATION

The City shall make available appropriate immunization inoculations for all the employees of the bargaining unit, if deemed essential by the City.

## ARTICLE XVIII

### 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 with 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 not have 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 have not 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, except as otherwise provided herein.

Section 3.

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

ARTICLE XIX

TRADING HOURS AND DAYS

Section 1. Tardiness:

Buddy system will apply to the first three (3) times an employee is late in a calendar year (Jan. - Dec.), with the following provisions:

- a) That an employee voluntarily stays in quarters to cover A.W.O.L. employee up to a maximum of one hour.
- b) A.W.O.L. employee will be given one (1) hour to make contact with dispatcher. If no contact has been made, then A.W.O.L. employee will be docked for all time. A.W.O.L. stand-in time is still owed to volunteer stand-in.

Section 2.

Employees shall be permitted to voluntarily trade work, leave or Kelly days. All traded days relating to this provision shall be returned within a thirty (30) day period, unless extended by mutual agreement. The Department shall be notified of such trades through company officers.

## ARTICLE XX

### DUTIES OF A FIREFIGHTER

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

However, in the event that any employee has been, or is sick or ill and is able to return to work (by medical authority) on a restricted duty (or light duty) basis, then such employee shall be assigned to appropriate work within the employee's medical or physical restrictions in the Department by the Chief of the Department or by comparable authority in the Chief's absence.

## ARTICLE XXI

### TERMINATION OF EMPLOYMENT

Upon termination of employment, the employee 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 XXII

### 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 XXIII

##### RIDING IN CHARGE

When due to the absence of an officer, other than in a permanent position vacancy, a firefighter whenever required to ride in charge of an engine, ladder truck, rescue vehicle or ambulance, shall be entitled to the rate of pay of a Sergeant in the firefighting division for that day.

#### ARTICLE XXIV

##### ACCREDITED SCHOOLING

###### Section 1.

The City of Highland Park will pay for tuition and textbooks for firefighters taking job-related course or courses offered in the firefighting 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 firefighter 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 file.

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 XXV

PROTECTION FOR FIREFIGHTERS DURING EMERGENCY  
OR DISASTER SITUATIONS

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

ARTICLE XXVI

SANITATION

Every effort shall be made by the City to repair and maintain the plumbing and sanitation network and vermin control.

ARTICLE XXVII

DISPATCHERS AND FIRE ALARM OPERATORS

Dispatchers and fire alarm operators shall have their wages, hours and conditions of employment negotiated at the same time as the firefighters.

## ARTICLE XXVIII

### DISTRIBUTION OF AGREEMENT

Copies of this Agreement shall be distributed by the City to all employees covered by this Agreement. The cost of printing shall be borne equally by the City and the Union.

## ARTICLE XXIX

### GENERAL MISCELLANEOUS

#### Section 1. Accumulated Time:

A current list, updated quarterly, of accumulated compensatory time, sick bank time and other time that may be owed to the employees by the City shall be posted on the Union bulletin boards for inspection.

#### Section 2. Financial Pension Statement:

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

#### Section 3. Leaves of Absence and Maternity Leave:

Leaves of absence for reasonable periods not to exceed six (6) months may be granted to permanent employees without loss of seniority for good cause. However, an employee receiving such leave of absence will not be permitted to receive or accrue any accrued vacation time, sick leave, days of leave with pay, holiday pay or any other paid time or fringe benefits normally given to regularly working employees while employee is on leave of absence and such leave may be extended at City management's

discretion. Maternity leave may be granted, subject to the terms and provisions of this paragraph.

## ARTICLE XXX

### RESIDENCY

#### Section 1. Residency Area Defined:

The City of Highland Park shall not require residency in the City of Highland Park as a condition of employment for any employee covered under the terms of this Collective Bargaining Agreement, and employees may reside outside the City of Highland Park in an area which is bounded at the outermost limits as follows:

- 1) Beginning at a point where a projection of Canal Road (Clinton River Spillway) and Lake St. Clair meet, thence northwesterly along the southern side of the spillway, and a projected line to Canal Road, and thence along Canal Road to its intersection with M-59 (Hall) and Van Dyke Roads;
- 2) Thence westerly along M-59 to M-150 (Rochester Road);
- 3) Thence southerly along Rochester Road to Big Beaver Road;
- 4) Thence westerly along Big Beaver Road to Adams Road;
- 5) Thence southerly along Adams Road to 14 Mile Road;
- 6) Thence westerly along 14 Mile Road to Inkster Road;

7) Thence southerly along Inkster Road to the intersection of Interstate 96;

8) Thence easterly along a line which parallels Schoolcraft Avenue and its projection to Lake St. Clair;

All of which is outlined more particularly in the map attached hereto and described as Residency Outline.

Section 2. Residency Defined:

Bonafide residency means:

1) The sole or principal abode or domicile and physical presence of the person thereat, and where the person can be reached directly by phone or other means of communication without going through intermediaries;

2) Where the person is the owner or lessee of the property which has been adopted to be used, or is used as the family home;

3) Where the person actually, not constructively, lives, regardless of the location of his technical domicile,

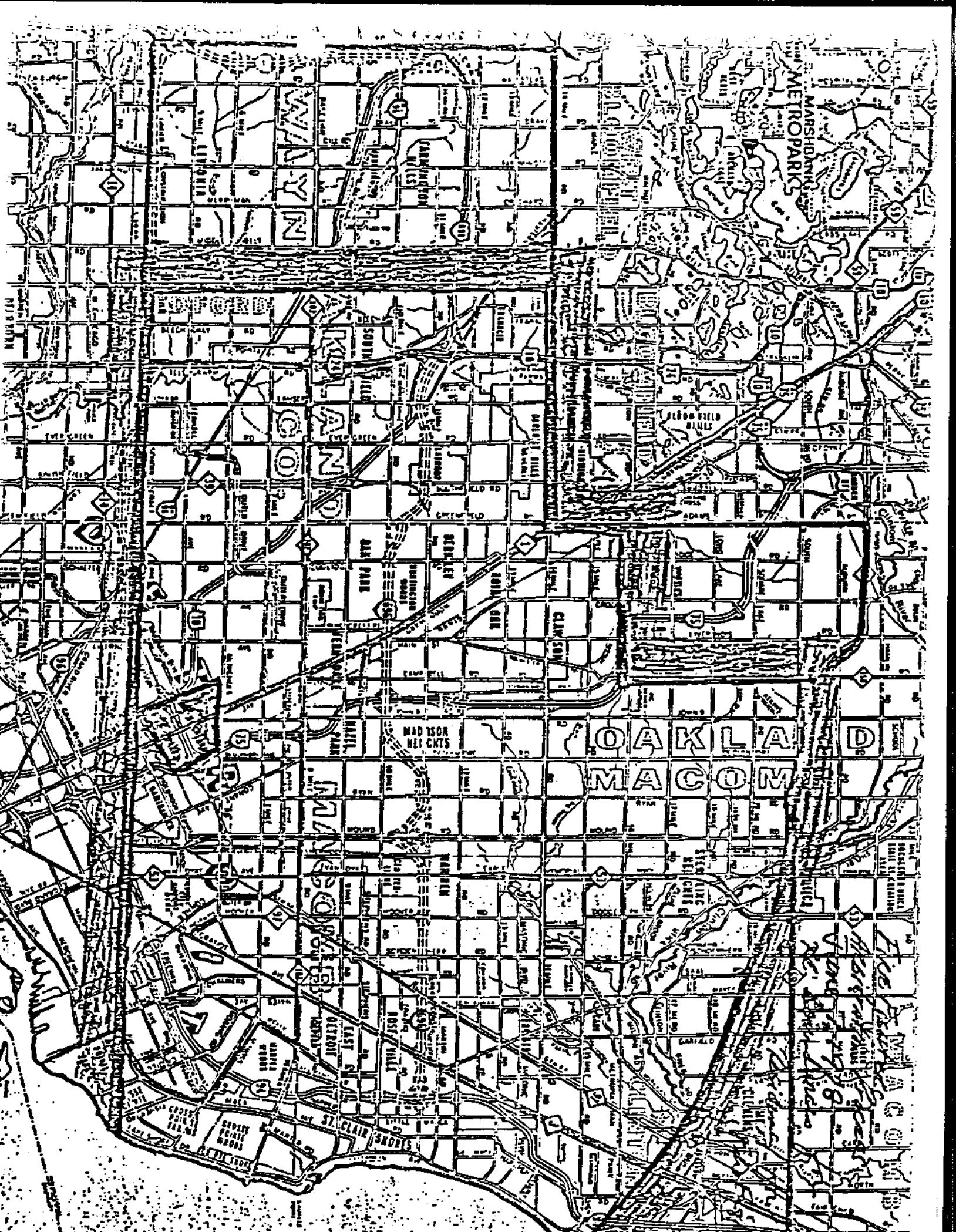
Technical domicile as used herein shall include but not be limited to addresses which may be used for voting, car, driver's license or similar registration.

ARTICLE XXXI

WAGES AND REOPENER

Section 1.

The following rates of pay shall be applicable for the following classifications through June 30, 1982:



Assistant Chief	\$32,930.00
Captain	29,937.00
Lieutenant	27,213.00
Senior Inspector	27,213.00
Sergeant	24,738.00
Junior Inspector	24,738.00
Firefighter - 4	22,045.00
Firefighter - 3	19,672.00
Firefighter - 2	18,318.00
Firefighter - 1	16,965.00
Firefighter - Start	15,568.00
Dispatchers, Switchboard & Fire Alarm Operators -	
1 year	17,586.00
6 months	17,397.00
Start	16,073.00

## ARTICLE XXXII

### 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 Firefighter 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 and 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 and 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 XXXIII

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: Firefighters, Sergeants, Junior Inspectors and Switchboard and Fire Alarm Operators longevity pay shall be based upon and paid on anniversary dates as follows:

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

Longevity payments shall be paid on the anniversary date to comply with the amendment to anniversary dates and thereafter paid on the anniversary date of employees entitled to receive longevity payments.

Schedule 2: Ranking Officers: Longevity to be paid on anniversary dates 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 computation.

Section 4. List of Eligible Employees to be Furnished City Personnel and Finance Directors on Anniversary Date of Employee:

The Fire Chief, on the anniversary date of each employee entitled to longevity, shall furnish the City Personnel and Finance Directors a list of Firefighters, Sergeants and Switchboard and Fire Alarm Operators and 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.

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 HIS OR HER ANNIVERSARY DATE BECAUSE OF A TEMPORARY UNPAID ABSENCE OF THIRTY (30) CONTINUOUS DAYS OR LESS EXTENDING THROUGH THE ANNIVERSARY DATE IN QUESTION.

Section 6.

Pro-rated longevity payments may be made between anniversary 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 and 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 such

employee's personal representative on a pro-rated basis, set forth 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 and Fire Alarm Operators, Fire Inspectors and Fire Marshall per year of paid time, and one hundred (100) days per year of paid time for Firefighters, 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 and Fire Alarm Operators, Fire Inspectors and Fire Marshall and one hundred (100) days for Firefighters, 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 XXXIII, above. Employees 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 and 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 and Fire Alarm Operators receive eighteen (18) days of paid time, exclusive of overtime, and Firefighters, Sergeants and Ranking Officers who receive eight (8) days of paid time, exclusive of overtime. Employees first qualifying on their anniversary date, must have acquired the two hundred sixteen (216) days for Switchboard and Fire Alarm Operators, Fire Inspectors and Fire Marshall and one hundred (100) days for Firefighters, 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 on their anniversary date on a monthly basis as described above.

Section 9. Employees having dual titles required to qualify on 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 qualified 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 XXXIV

##### OVERTIME

##### Section 1.

All Firefighters 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 Firefighter 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 (1-1/2) 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 (1-1/2) 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 XXXV

### 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 Firefighter, 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 and 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 ( $1-1/2$ ).

## 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. Firefighters, Sergeants and Ranking Officers	12:01 a.m. - 8:00 a.m. 8:00 a.m. - 12:00 midnight	4 8
2. Fire Marshall, Junior Inspector, Switchboard and Fire Alarm Operator		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 XXXVI

### HOLIDAY COMPENSATION

#### Section 1.

The holiday compensation plan described below and incorporated into this Agreement shall apply to all members of

the bargaining unit and shall continue for the duration of this Agreement.

Section 2.

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

- |                      |                          |
|----------------------|--------------------------|
| (a) Independence Day | (f) New Year's Day       |
| (b) Labor Day        | (g) Memorial Day         |
| (c) Veteran's Day    | (h) Martin Luther King's |
| (d) Thanksgiving Day | Birthday                 |
| (e) Christmas 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 3.

a. In order for Firefighters, Sergeants, Switchboard and 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 bona fide 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 4. 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 to 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

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 member's 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 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 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 and 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 tht 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 XXXVII

#### DUTY PERIODS AND RATES

##### Section 1.

The normal duty day shall consist of a 24 hour period of Firefighters, Sergeants, and Ranking Officers. The normal duty week shall average out to 50.4 hours.

a. In the event that the normal duty week shall be changed by Federal, State or other lawful statute, and that such change shall have a direct legal bearing upon this contractual

provision, then the City reserves the right to change the normal duty week and normal duty day provisions of this Agreement as may be required. Further, any change in the above stated normal duty day and normal duty week provisions shall also result in a change in the basis of hourly rate.

Section 2.

The normal duty day consists of an eight (8) hour period for Switchboard and Fire Alarm Operators, Junior Inspectors and Fire Marshalls. The normal duty week shall consist of 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 hours of work in a given year. That is, the annual salary shall be divided by 2620 hours in a regular year and 2628 hours in a leap year (year which contains 29 days in February).

b. The hourly rate for Switchboard and 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 XXXVIII

UNIFORM PROVISION

Section 1.

The City shall furnish uniforms to Firefighters and Sergeants on a "need basis". The uniforms shall 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 insuring that the uniforms are returned. Optional equipment may be purchased through departmental channels at a member's own expense. The City shall pay all Firefighters and Sergeants One Hundred Fifty (\$150) Dollars annually to purchase work shoes, and to provide cleaning, pressing and general up keep of the Department's uniform. Uniforms presented for semi-annual inspection shall be cleaned, pressed and repaired. Rejected items shall be replaced by the City with garments which pass official inspection. Except for uniforms damaged or lost in the line of duty, replacements shall be made only at the semi-annual inspection, and rejected garments shall be turned in to the Department.

Section 2.

The City shall pay all Ranking Officers and Fire Inspectors a clothing or uniform allowance of Three Hundred Fifty (\$350) Dollars annually.

Section 3.

Uniform or clothing allowances for all members covered under this Agreement shall be made payable on July 1, of each year for the duration of this contract.

ARTICLE XXXIX

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 and Fire Alarm Operators and Junior Inspectors, twenty-two (22) days for Fire Marshall and twelve (12) days for Firefighters, Sergeants and Ranking Officers for each year of active service.

#### Section 2.

The City will add three (3) hours bonus furlough days to the Switchboard and Fire Alarm Operators and Fire Inspectors division if the member has not used more than five (5) sick days in the preceding year from July 1. The City will add one (1) bonus day to the Firefighters, Sergeants and Ranking Officers furlough if the member has not used more than two (2) sick days in the preceding year from July 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.

It is further understood and agreed that when a member of the bargaining unit returns to active duty having missed a scheduled furlough period, the member shall be assigned a furlough period by the department prior to the end of the

calendar year. 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 employees.

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 death of a member, his or her personal representative shall be entitled to a claim on any earned and unused furlough time that had been due the employee.

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.

Section 9.

If a regular pay day falls during an employee's scheduled furlough, the employee may receive that check in advance before going on furlough. An employee makes his request in writing for a furlough advance check no less than two (2) weeks prior to going on furlough.

ARTICLE XL

SICK LEAVE

Section 1.

1. a) For all 40-hour per week, 8-hour per day employees, a sick leave program to provide for earning 18 days sick leave annually with a maximum accumulation of 200 days. Current sick leave banks for Union members would be capped for each member at his or her respective level of accumulation and would become the "non-paying" sick leave bank. The new sick leave bank would be known as the "paying" sick leave bank.

b) For all 50.4-hour per week, 24-hour per day schedule employees, a sick leave program to provide for earning 9 days sick leave annually with a maximum accumulation of 100 days. Current sick leave banks for Union members would be capped for each member at his or her respective level of accumulation and would become the "non-paying" sick leave bank. The new sick leave bank would be known as the "paying" sick leave bank.

2. The Paying sick leave bank shall be the new sick leave bank and an employee taking sick leave must draw from this bank first. Should this bank become exhausted from use, then the Union member may draw upon his or her Non-Paying bank for sick time which is of a non-incidental basis, until such time as this non-paying sick bank has been exhausted.

3. Employees may draw out any portion of their accumulated paying sick leave bank upon three year intervals. The total days withdrawn shall then be subtracted from the Paying

Sick Leave accumulation and a payoff in cash may be made to the employee in an amount not to exceed 50% of the accumulation in paying sick leave bank. For this payoff purpose, the accumulation shall be earned at the employee's base rate in effect in the fiscal year in which the paying sick leave is earned.

4. Upon termination for any reason other than retirement, the accumulated paying sick leave bank shall be paid to the employee being terminated at the rate of 50% of the accumulation, if any, then remaining in the employee's paying sick leave bank. For this payoff purpose, the accumulation shall be earned at the employee's base rate in effect in the fiscal year in which the paying sick leave is earned.

5. Upon retirement, the accumulated paying sick leave bank shall be paid to the employee being retired at the rate of 75% of the accumulation, if any, then remaining in the employee's paying sick leave bank under the following terms and conditions:

(a) If the accumulated paying sick leave payoff is greater than the terminal leave payoff, then the employee being retired shall receive the accumulated paying sick leave payoff.

(b) If the terminal leave payoff is greater than the accumulated paying sick leave payoff, then the employee being retired shall receive the terminal leave payoff.

#### Section 2.

In no event, however, shall the employee being retired receive both the accumulated paying sick leave payoff and the

terminal leave payoff. For this payoff purpose the accumulation shall be earned at the employee's base rate in effect in the fiscal year in which the paying sick leave is earned.

Section 3.

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

Section 4.

In the event an employee sustains an occupational injury, he will be covered by applicable Michigan Worker's Disability Act. Further, earned sick leave days may be used and shall be available to any employee who is injured in the course of his employment during the period between the time of his injury and the time he becomes eligible for worker's disability and to make up the difference between the amount of workmen's disability payments and the employee's regular pay.

Section 5.

Whenever an employee is injured or becomes disabled from or during an on-duty emergency incident while responding to, securing from discharging the duties relative to, and/or returning from the incident and is unable to work thereby, the City, in order to maintain the employee's regular rate of pay, shall supplement the workmen's compensation benefits without any loss to the employee of any accumulated sick leave said employee may have. The workmen's compensation benefits and supplemental pay shall continue only during the period of the disability and shall cease when the employee returns to work or is placed on permanent disability. Other benefits, if any, to which an employee may be entitled during this period of disability shall be continued.

Section 6.

A premium of \$100 will be paid to a Switchboard and Fire Alarm Operator, Firefighter, Sergeant or Junior Inspector who has not used any of his sick leave credit during the fiscal year. This premium is to be paid on or about July 1 of each year.

Section 7.

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

ARTICLE XLI

FUNERAL LEAVE

A member shall be eligible for funeral leave without reduction of pay in accordance with the following:

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 for purposes of making preparation for, and attending the funeral and burial of the deceased. In the event of death of a member of the employee's immediate family, such leave may be extended to three (3) duty days by the head of the Department upon request of the employee.

If a death occurs among relatives of the employee, such employee shall be granted one (1) duty day of leave to attend the funeral and burial of the deceased. Proof of such employee attendance may be required by the Department head prior to the authorization of payment for the time off.

### Section 2.

All 40 hour employees who are members of the bargaining unit shall be allowed not to exceed four (4) days leave for purposes of making preparations for, and attending the funeral and burial of the deceased, who is a member of the employee's immediate family. If death occurs among relatives of the employee, such employee shall be granted not to exceed two (2) days leave to attend the funeral and burial of the deceased. Proof of such employee attendance may be required by the Department head prior to the authorization of payment for the time off.

### Section 3.

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 4.

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

### Section 5.

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

## ARTICLE XLII

### BUSINESS LEAVE

Each Firefighter, Sergeant, and Ranking Officer working an average 50.4 hour week shall be granted one (1) personal leave

day. Other employees working an average 40 hour week shall be granted three (3) personal leave days with full pay each year of this contract for the purpose 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 XLIII

##### LIFE INSURANCE

###### Section 1.

The City shall provide \$25,000 life insurance for all members of the bargaining unit, including double indemnity for accidental death.

###### Section 2.

Members will become eligible for a life insurance policy upon completion of six (6) months probationary period or upon completion of six (6) months of continuous service with the City.

#### ARTICLE XLIV

##### 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 currently provided.

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 XLV

##### EYE CARE PROGRAM

The City will 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 XLVI

##### DENTAL CARE PROGRAM

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 XLVII

TERMINAL LEAVE PAY

Firefighters, Sergeants, and 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 and Fire Alarm Operators, Junior Inspectors and Fire Marshalls shall receive thirty (30) duty days of pay.

ARTICLE XLVIII

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.

## Section 5.

The City and Firefighters Union on July 3, 1979, adopted the following language as a part of this Collective Bargaining Agreement as a result of a revision in the Highland Park Policemen and Firemen Retirement System as found in Chapter 19 of the Charter of the City of Highland Park:

That Chapter 19, Highland Park Policemen and Firemen Retirement System, as presently incorporated in the City Charter of the City of Highland Park, Michigan, and adopted by the electors on June 25, 1968, be hereby amended to include the following revisions:

- I. Sec. 19-32 Return of accumulated contributions.  
-- page 115, City Charter, be revised as follows:

Sec. 19-32 -- Return of Accumulated Contributions -- (subsections (a), (b) to remain as presently written. Present subsection 9c) to become new subsection 9d) and any current reference to subsection (c) in existing subsections (a) or (b) shall as a result of this Memorandum of Understanding be referenced to the new subsection (d). The new subsection (c) shall be incorporated as follows: (c) Upon filing application for retirement, however, prior to the effective date of his/her retirement, but not thereafter, a member may elect to withdraw his/her contributed portion of the member's deposit fund (member's annuity) including all accrued interest in one lump sum payment and thereupon will be entitled to a pension in accordance with Sec. 19-20, such pension will be actuarially computed without the member's contribution and will thereby result in a lesser pension plan than the member would have received if they had not withdrawn their annuity. Any additional cost to the pension system as a result of members withdrawing their annuities shall be borne by increasing the members contributions to offset the additional cost to the pension system. Payment of his/her annuity shall be subject to subsection (d) of this Section.

## ARTICLE XLIX

### UNEMPLOYMENT COMPENSATION

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 L

DURATION

Section 1.

This Agreement shall be effective the first day of July, 19       , and shall remain in full force and effect to and including June 30, 1982.

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 hereunto executed this Agreement this        day of       , 19       .

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

For the CITY OF HIGHLAND  
PARK, a Michigan Municipal  
Corporation.

\_\_\_\_\_  
President

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Vice-President

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Director of Personnel and  
Labor Relations