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LABOR AGREEMENT

Between

THE CITY OF BIRMINGHAM

and

BIRMINGHAM FIREFIGHTERS ASSOCIATION

LOCAL 1248

June, 1974 through June, 1976

Birmingham, City of

*City of Birmingham
151 Martin Street
Birmingham, Michigan
48012*

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A G R E E M E N T

THIS AGREEMENT, entered into January 22, 1975, by and between the CITY OF BIRMINGHAM, a Municipality in Oakland County, Michigan, hereinafter referred to as the "City", and BIRMINGHAM FIREFIGHTERS ASSOCIATION, LOCAL 1248, affiliated with the Michigan State Firefighters Association, and the International Association of Firefighters and the AFL-CIO, hereinafter referred to as the "Union".

PURPOSE AND INTENT: The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the City, the employees, and the Union.

The parties recognize the essential public service here involved and that the interest of the community and the job security of the employees depend upon the City's success in establishing and maintaining proper services to its citizens.

The parties mutually recognize that the responsibility of both the Fire Department employees and the City to the public requires that any disputes arising between the Fire Department employees and the City can be adjusted and settled in an orderly and lawful manner without interruption of said service to the public.

To these ends the City and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and agreements hereinafter contained, it is agreed that:

DEFINITIONS

1. For purposes of this Agreement, definitions shall be as follows:

(a) "Administration" shall mean the City Manager or his designee.

(b) "City" shall mean the City of Birmingham, Oakland County, Michigan.

(c) "Committeemen" "Committee" shall mean the collective bargaining committee of Birmingham Firefighters Association, Local 1248, as recognized in Section 2 of this Agreement.

(d) "Department" shall mean the Fire Department of the City of Birmingham, Michigan.

(e) "Duty Day" shall mean that period for which the employee is scheduled to be present and working.

(f) "Employees" shall mean only employees of the Fire Department of the City of Birmingham below the rank of Fire Marshal.

(g) "Leave Day" shall be any "Duty Day" for which an authorized absence is obtained.

(h) "Management" shall mean the Chief of the Fire Department and such other members of the City Administrative staff as designated by the City Manager.

(i) "Seniority" shall mean the last continuous period of employment within the Fire Department.

(j) "Seniority Date" shall mean the date the last continuous period of employment within the Fire Department began.

(k) "Temporary Employee". A temporary employee is an individual employed for a short period of time either definite or indefinite. A temporary employee is not eligible for benefits provided permanent employees. He may work a regular work week or a reduced work week depending upon departmental needs.

(l) "Union" shall mean the Birmingham Firefighters Association, Local 1248, affiliated with the Michigan State Firefighters Association, and the International Association of Firefighters and AFL-CIO.

RECOGNITION

2. Bargaining Unit

(a) The City, pursuant to the authority of Act 336 of the Public Acts of 1947 as amended up to and including Public Act 379 of 1965, hereby recognizes the Union as the sole and exclusive collective bargaining agency for all its Fire Department employees, excluding the Fire Chief, Assistant Chief, Fire Marshal, and part-time or temporary employees, if any, in the matter of wages, hours of work, and other conditions of employment.

(b) The City shall not enter into any agreements with its employees, individually or collectively, or with any

other organization which in any way conflict with the provisions covered by this Agreement.

REPRESENTATION

3. (a) The employees shall be represented by a committee of up to five (5) members, one of whom shall be the Chairman, who shall be selected in any manner determined by the Local 1248 Union Membership. There may be an alternate appointed in the absence of a regular committeeman.

(b) Promptly following the effective date of this Agreement, the Union and the City shall provide to each other a written list of names and titles of their respective representatives, and will, from time to time, provide prompt notice of any changes.

4. (a) No Discrimination: There shall be no discrimination against any employee because of his membership in the Union, or because of his acting as an officer or in any other capacity in behalf of the Union.

(b) The City and/or the Union shall not discriminate against any employee because of age, sex, race, departmental rank, nationality, religious or political belief, or for Union activity.

JOINT RESPONSIBILITIES

5. No Strike - No Lockout

(a) (i) There shall be no strikes, concerted failure to report for work, slowdowns, or stoppages of work, nor any lockouts, during the term of this contract.

(ii) There shall be no strikes, concerted failure to report for work, slowdowns, or stoppages of work, nor any lockouts, during any period of time while negotiations are in progress between the parties hereto for the renewal of this Agreement.

(iii) Lawful picketing is permitted during periods of negotiations which shall not commence prior to March 1st of any year.

(b) Any employee who is responsible for, gives leadership to and/or participates in any activity herein prohibited, or conduct violative of the Michigan Statutes set forth in Footnote (1) shall be discharged.

(1) Public Act 336 provides as follows:

"Sec. 1. As used in this act the word "strike" shall mean the concerted failure to report for duty, the wilful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing, or coercing a change in the conditions, or compensation, or rights, privileges or obligations of employment. Nothing contained in this act shall be construed to limit, impair or affect the right of any public employee to the expression or communication of a view, grievance, complaint or opinion of any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment."

"Sec. 2. No person holding a position by appointment or employment in the government of the State of Michigan, or in the government of any one or more of the political subdivisions thereof, or in the public school service, or in any public or special district, or in the service of any authority, commission, or board, or in any other branch of the public service, hereinafter called a 'public employee' shall strike."

(c) The City will not lockout any employee during the term of this Agreement.

MANAGEMENT RESPONSIBILITY

6. It is recognized that the management of the Department, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the City. Other rights and responsibilities belonging solely to the City are hereby recognized, prominent among which but by no means wholly inclusive are: the rights to decide the number and location of its facilities, stations, etc., work functions to be performed, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials, and the right to purchase services of others, contract or otherwise, to enter mutual aid pacts with other communities, and expressly reserve the right to establish and maintain Rules, Regulations, and Procedures governing the operation of the Fire Department and the employees herein; except when limited by the express provisions appearing elsewhere in this Agreement.

7. It is further recognized that the responsibility for the management of the Department, the selection and direction of the working forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer, to relieve employees from duty because of lack of work or for other legitimate reasons, is vested exclusively in the City. Employees shall have the right to process grievances in accordance with Section 8 following, if the Union believes the City has violated this Agreement or its Rules and Regulations relating to employment.

GRIEVANCE PROCEDURE

8. Should a difference arise between the City and the Union or any of the employees covered by this Agreement as to the meaning, application or enforcement of this Agreement and/or the Rules, Regulations and Procedures for the Department, it shall be settled in accordance with the grievance procedure set forth below.

Step 1. Any employee having a grievance shall first take up the matter with his Unit Captain. If not settled within five (5) calendar days, (excluding Saturday, Sunday and holidays), it shall be reduced to writing and signed by the grievant and presented to the Assistant Chief. The Assistant Chief shall give his written decision within five (5) calendar days (excluding Saturday, Sunday and holidays) of receipt of grievance. In the event the Assistant Chief is on vacation or other extended absence, Step 2 may be invoked.

Step 2. If satisfaction is not received in Step 1, the written grievance shall be discussed between the committeeman and the Assistant Fire Chief or, in his absence, follow Step 3. The Assistant Fire Chief shall give his written decision within five (5) calendar days (excluding Saturday, Sunday and holidays) of receipt of the written grievance.

Step 3. In the event the grievance is not settled in Step 2, a meeting shall be held between the committee and management (Fire Chief and Personnel Director) at the next monthly meeting after conclusion of the Step 2 meeting, unless an earlier meeting is agreed to. The decision of management shall be given in writing within ten (10) calendar days of the end of the meeting (excluding Saturday, Sunday and holidays), unless the time is extended by mutual agreement.

Step 4. (a) If the Union is not satisfied with the decision of Step 3, the Union, through its committee, may, within ten (10) days after date of the decision at Step 3, submit the grievance in writing to the City Manager. The Union shall submit its statement of position and all relevant information with such notice. If the grievance is not so submitted within ten (10) days, it will be considered closed on the basis of the last disposition.

(b) The City Manager shall meet with the committee. Each may have outside representatives at such meeting or at the Step 3 meeting, with advance notice of not less than 24 hours to the other.

(c) The City Manager will submit the administration's decision, in writing, to the Union within ten (10) calendar days (excluding Saturday, Sunday and holidays) of any such meeting.

Step 5. In the event the grievance is not satisfactorily settled in Step 4, the Union may submit the grievance for consideration to the City Commission. Notice of Request For Consideration must be filed within ten (10) days after date of the City Manager's decision. The City Commission may waive consideration of the grievance. In the event the City Commission considers the grievance it will render a decision on said grievance with or without a hearing. The City Manager will submit the Commission's decision to the Union within five (5) calendar days (excluding Saturday, Sunday and holidays).

Step 6. In the event the grievance is not satisfactorily settled in Step 5, or the Commission waives consideration of the grievance, the Union may, within ten (10) days after date of the decision at Step 5, submit the grievance to final and binding arbitration to be conducted by the American Arbitration Association. Arbitration shall be conducted in accordance with rules of the American Arbitration Association. Costs of such arbitration shall be shared equally by the Union and the City.

9. (a) Any grievance not appealed from a decision in one of the steps of the above procedure to the next step as prescribed shall be considered dropped. The City shall not be authorized by this procedure to file grievances against the Union.

(b) This Agreement shall not deny legal rights provided by law to any employee.

10. (a) Authorized committeemen shall be paid for time actually lost during working hours in attending grievance meetings with the City representatives. Committeemen will be permitted to leave their jobs, upon request, and after receiving approval of their immediate supervisor, for the purpose of investigating a grievance in their assigned area. Such committeemen shall report to his supervisor upon completion of his investigation. This right to receive pay for the time lost shall not be abused. The department will furnish cards or forms to maintain a record of the time spent hereunder. Whenever possible, grievance investigations shall be handled after 5:00 p.m.

(b) Authorized representatives of the Union shall be granted permission, upon reasonable advance request, to enter nonrestricted work areas for the purpose of adjusting grievances with designated supervisors during normal business hours only.

The names of representatives so authorized shall be on file with the Administration.

11. Any notice of grievance involving discharge or disciplinary action must be filed within two (2) consecutive calendar days after the action is taken (excluding Saturday, Sunday and holidays) with a copy to the Personnel Director. The complete grievance, in writing, must be filed within five (5) consecutive calendar days (excluding Saturday, Sunday and holidays) thereafter and the City representatives shall render a decision within five (5) consecutive calendar days (excluding Saturday, Sunday and holidays) of receipt of the complete written grievance.

12. Any employee who is reinstated after discharge and/or disciplinary layoff, shall be returned to the same work if available, work of a similar class at the same rate of pay, or as may be agreed to by the parties, as the case may be.

13. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate, less any new or additional compensation that he earned from any source of employment during the periods he would have been regularly scheduled to work.

14. All layoff and recall notices and notice of disciplinary and discharge action taken and the reasons therefor, shall be in writing to the individual and the committee.

15. An agreement reached between the Administration and the committee is binding on all workers affected and cannot be changed by an individual.

16. In the event there are grievances or other matters to be considered, a meeting between the committee and management (Fire Chief and Personnel Director) shall be held not more frequently than once each month at a mutually agreed date for the purpose of discussing and possibly disposing of such grievances and other problems that may exist. A written agenda shall be prepared and furnished the City at least seventy-two (72) hours in advance of the meeting.

17. Special meetings to discuss and possibly dispose of emergency problems or grievances may be held whenever mutually agreed to between the committee and management (Fire Chief and Personnel Director).

PROBATIONARY PERIOD

18. (a) A new employee shall be on probation without seniority until he has been employed and actively at work for one (1) year at the end of which period he shall be entered on the

department seniority list as of the first day of his employment, except that temporary or part-time employees, if any, shall not acquire seniority. An employee may be laid off or terminated at the discretion of the City without recourse to the grievance procedure during the probationary period. An employee laid off or terminated during his probationary period and rehired within six (6) months following his last day of work will be considered to be completing the probationary period which he had previously started. An employee who completes his probationary period in this manner, shall be credited with one (1) year's seniority retroactively from the day he completes his probationary period for the purpose of determining his date of employment and position on the department seniority list. An employee rehired after six (6) months will be considered as a new employee and will begin a new probationary period.

(b) Residency Limits - A probationary employee shall not be required to meet the residency requirements until after six (6) months following completion of his probationary period. An employee's permanent residence must be within the area bounded by the following perimeter streets: Nine Mile Road, John C. Lodge Expressway, Inkster Road, West Bloomfield Road, Auburn, Opdyke, Featherstone, Hamlin, and Dequindre Road. (See Supplement D.)

SENIORITY

19. (a) Each employee, upon the completion of his probationary period, shall be placed on the department seniority list.

(b) When there is an indefinite reduction of the working forces in the department, the following procedure shall govern in making layoffs: (Note: Nothing herein shall prevent the Union and the City from negotiating reduced work schedules to curtail layoffs.)

(i) Part-time and temporary employees, if any, in the department shall be laid off first, in any order.

(ii) Probationary employees shall be laid off next, in any order.

(iii) Department seniority shall govern layoffs and recalls, providing those remaining have the ability to perform the duties required of the position he occupies. The employees lowest on the seniority list shall be first to be laid off and the last to be recalled.

(iv) In the event there is a reduction of force above the classification of Firefighter, seniority in rank shall prevail. Employees so reduced shall take their position in

such lower classification in accordance with their seniority. In the event of an increase in force, or a vacancy in the previously held classification, the demoted officer shall not be required to reclassify for the position he occupied, unless he has been out of that position for a period in excess of thirty-six (36) months. If the increase occurs after thirty-six (36) months, the normal promotional procedure shall be followed.

20. Seniority shall terminate if an employee:

(a) Quits or retires.

(b) Is discharged for just cause.

(c) If he is laid off for a period equal to his seniority at the time of layoff or three (3) years, whichever is the lesser.

(d) Separation upon settlement covering total disability.

21. Recalls shall be in the reverse order of layoffs, provided the employee is able to perform the work required.

22. (a) Recalls shall be made by certified mail. Copy of notice shall be given to the committee. Employees when recalled to work shall be given five (5) calendar days, from receipt of notice, to notify the City of their intent to return to work.

(b) If any employee fails to report within ten (10) calendar days after receipt of notice, or fails to give a satisfactory explanation for not reporting, he will be considered as having voluntarily quit.

23. When employees are called to work or laid off, the committee shall be given the names and order of calling or laying off.

24. The City shall keep a true seniority list of all department employees having seniority rights, copies of which shall be posted in the department. Copies shall be given to the committee once each six (6) months.

25. Employees shall notify the City of their proper post office address or change of address, and they shall be given a receipt from the City that such notice has been given. The City shall be entitled to rely upon the address shown upon its record for all purposes.

26. Any employee who is promoted or transferred out of the bargaining unit, but who continues as an employee of the City shall retain his seniority, but shall not accumulate additional

seniority which may be applied in the event he is returned by the City to the unit. This shall apply to prior as well as future promotions or transfers.

27. (a) Any employee who is elected or appointed to office or position in the Union, which makes it necessary to leave his employment, shall retain his seniority but shall not accumulate seniority during the time he holds this position.

(b) The City will grant a leave of absence, without pay, to employees so elected or appointed upon request of the Union, and renewed semiannually upon request.

28. Seniority shall in all cases accumulate while an employee is on an approved leave and for any approved extensions thereof, except as may be specifically excluded elsewhere in this Agreement.

29. An employee who has been permanently, partially incapacitated by occupational injury or illness arising out of and in the course of his employment with the City, may be assigned other work which, in the judgment of Management and agreeable to the Union, he is capable of performing, without regard to any seniority provisions of this Agreement, provided that this provision shall not accord him super-seniority beyond his seniority date to continue working.

30. An employee so assigned shall be paid the regular rate of the job to which he is assigned, unless his incapacity renders him unable to perform a normal day's work, in which case a lesser rate shall be agreed to between the City and the Union. This provision shall not be construed as a guarantee of employment or an obligation to create work not normally available. This provision shall be without prejudice to any rights which may accrue to such employee under the applicable Workmen's Compensation Act.

PROMOTIONS

31. Promotions of employees covered by this Agreement to classifications within the bargaining unit shall be based on merit, qualifications, and ability, and shall be determined in accordance with the following:

(a) Notice of promotional openings in the Fire Department shall be posted at each fire station and the procedure for applying and the selection procedure for the particular position shall be clearly outlined in the notice.

(b) Promotions within the Fire Department shall be on the basis of a review of an applicant's service rating history, current evaluation by his commanding officer of his qualifications

for the position, a written examination, recognition for length of service in the Fire Department, and an oral board review and rating, and a recommendation by the Fire Chief to the Personnel Director and the City Manager based upon this selection procedure.

(c) Whenever merit, qualifications, and abilities of the employees being considered are equal, seniority shall prevail.

(d) Any employee who feels aggrieved in the matter of promotions may process his claim through the grievance procedure beginning at the appropriate step.

32. (a) Promotional opportunity is open to all qualified employees who have passed their initial probationary period and have achieved the maximum rate of their position.

(b) The employer shall forthwith establish and maintain for the term of this Agreement and any extension thereof, objective standards for promotion.

(c) All examinations for positions shall be practical in their character and shall relate to such matters, and include such inquiries as will fairly and fully test the merit and fitness of the person examined to discharge the duties of the position sought by them.

33. Qualified employees may request a transfer to another department in the City. Such transfers will be approved upon the employee's meeting the qualifications for the position and the approval of the department heads involved. Transferred personnel begin a new probationary period.

NEW JOBS

34. (a) If a new job should be created due to the introduction of new equipment or significant change in methods of operation, a temporary rate may be established by the City for a period not to exceed six (6) months. In establishing the rate, the City shall evaluate the job in accordance with its normal procedure utilizing all factors involved in the job. During this period the City and the Union shall bargain on the rate of the new classification.

(b) If no agreement has been reached at the end of such six (6) months, the matter shall be processed through the grievance procedure.

HOURS OF WORK

35. (a) The normal work week shall average fifty-six (56) hours per week for unit men consisting of alternate shifts of

twenty-four (24) hours on duty and forty-eight (48) hours off duty.

(b) The normal work week for "day men" shall be forty (40) hours per week average, consisting of five (5) eight-hour days.

(c) No employee shall be on duty in excess of twenty-four (24) consecutive hours, except in emergencies declared by the Chief, or except as may be specifically approved by the Chief.

(d) Substitutions, subject to the Chief's approval, must be submitted not less than forty-eight (48) hours, except in extenuating circumstances, in advance of the time the substitution is to become effective. No substitutions will be permitted which will increase the time a man owes to an amount greater than forty-eight (48) hours. There shall be no unreasonable restrictions as to the use of a substitution. Under no circumstances shall substitutions involve added premium pay or other additional compensation.

(e) There shall be no daily scheduled routine work, only light duty done, on Sundays or Holidays (Holidays as defined in this Agreement, Section 42).

OVERTIME

36. (a) Employees will be paid one-and-one-half (1-1/2) times their regular hourly rate in the following instances:

(i) Time worked in excess of 24 hours in any duty day.

(ii) Time worked in excess of previously scheduled duty period.

(iii) When an employee is called in to duty between the hours of 8:00 a.m. and 8:00 p.m., he shall be paid a rate equal to one-and-one-half (1-1/2) times his regular rate for a minimum of one (1) hour.

(iv) When an employee is called in to duty between the hours of 8:00 p.m. and 8:00 a.m., he shall be paid a rate equal to one-and-one-half (1-1/2) times his regular rate for a minimum of two (2) hours.

(b) Time granted for Illness Allowance or vacation during the duty day under consideration for overtime pay, shall be included as time worked in the computation of hours worked.

(c) Overtime will be computed to the nearest one-quarter (1/4) hour.

(d) There shall be no duplication of overtime for the same hours worked.

(e) Paid employees shall be called first when there is a need for manpower which is less than a full response. Simultaneous callback shall be observed only for a full response.

ATTENDANCE

37. (a) Employees shall be regular in their attendance and observe the working hours established by the City.

(b) Regulations pertaining to tardiness are established by the departmental manuals or policies.

(c) Habitual tardiness may be cause for disciplinary action, up to and including discharge.

(d) Any absence of an employee from duty, including any absence for any single duty day or part of a duty day that is not authorized by a specific grant of leave of absence under the provisions of the rules, shall be deemed to be an absence without leave. Any such absence shall be without pay and may be subject to disciplinary action up to and including discharge. An employee who absents himself for one (1) duty day without authorization, shall be deemed to have resigned. Such absence may be reconciled by a subsequent grant of leave, if the conditions warrant.

(e) Arrangements for time off must be made with the employee's immediate supervisor, in advance, and in accordance with the provisions of the regulations.

(f) If, for some legitimate reason, the employee is unable to report for work at the established time set by the City for his particular shift to begin, the supervisor on duty shall be notified at least one (1) hour beforehand, unless prevented from doing so by reason beyond his control. Failure to do so may result in disciplinary action up to and including discharge.

38. A continuing balance of each employee's annual Vacation and Illness Allowance will be kept in the employee's personnel record.

VACATION

39. Vacation is an authorized absence from duty with pay.

(a) Vacation leave cannot be carried over from year to year without written approval of the City Manager. If an employee is unable to take his vacation as scheduled because of departmental workload which prevents taking it in the current year or if he is called in and works on a scheduled vacation, he shall be paid time and one-half (1-1/2) his rate in addition to his regular pay, for work required to be performed on such day. Amounts paid under this section shall be computed on this basis of the wage rate in effect on the employee's vacation day which was cancelled.

(b) Except for the above exceptions, any employee who has not taken his vacation by December 31st shall forfeit all rights to such vacation time.

(c) The vacation credits received during one calendar year shall be earned during the preceding calendar year. In the case of an employee with less than one (1) full year's service with the City, such vacation shall be prorated in proportion to his length of service, but in no case will vacation time be used until the employee shall have been employed at least six (6) months.

(d) Vacations shall not be taken in advance of earned time. Employees eligible to receive more than five days vacation are permitted to take five (5) duty days (unit men) or two (2) weeks (day men) at one time and the balance at a different time. However, if the Fire Chief approves, an employee may take the entire period at one time. Vacations may be split twice. All members pick the first time by seniority, and the second time through the seniority list an individual (who has chosen to split his vacation more than once) shall take his two remaining picks at that time. The division of splitting shall be subject to the approval of the Chief of the Fire Department and the Personnel Director.

(e) If an employee desires to split his vacation, he must so indicate his intentions on the first notice. The remaining portion cannot be selected until the first list has been completed, based on seniority. Vacations will be assigned as near the period selected as possible.

(f) Vacation schedules shall be set by the Chief so as to permit the continued operation of all Department functions without interruptions. Vacation period of one employee shall not overlap the vacation period of another employee on the same unit. Employees will be given preference according to the seniority to select available vacation periods. Available periods shall be posted prior to January 1 of each vacation year.

(g) After vacation schedules have been approved and posted, they must be taken as scheduled except in extenuating circumstances, in which case the employee's vacation will then be reassigned at the convenience of the Department.

(h) Vacation time is accrued to the nearest one-half (1/2) day.

(i) Vacation credit shall be computed from the first day of regular full-time employment. In cases of reemployment after severance, credit will be allowed for the current period of service only.

(j) If a full-time temporary employee transfers to a permanent position, with no break in employment, his vacation time will be figured from the time that he started full-time temporary employment, except that in no instance shall the vacation time so posted be greater than one normal year's accumulation of vacation time.

(k) Vacation accrues during a paid illness allowance period, but not during any period of layoff in excess of two (2) weeks.

(l) Vacation will accrue during an absence because of a Workmen's Compensation case only so long as the employee's illness allowance and vacation banks have not been depleted.

(m) Time lost (30 consecutive calendar days or more) by an employee by reason of leave of absence without pay or time otherwise not worked or paid for shall not be considered in computing earned allowance on vacation leave.

(n) Any permanent employee who is separated from City employment shall be entitled to his regular pay for any unused portion of his earned vacation as of the date of his separation, except as provided in paragraph (p) below.

(o) Eight-hour (8) day men who are scheduled for a vacation, during which a holiday falls, will be given an additional day off at a mutually agreeable date.

(p) Employees shall not be entitled to accrued vacation pay if any of the following applies:

(i) If an employee separates himself from the City by reason of absence without leave.

(ii) If an employee fails to give at least ten (10) calendar days' notice in advance of termination date.

(iii) If a probationary employee leaves the employ of the City before completing his probationary period.

(iv) If the employee is discharged for theft.

LEAVE WITHOUT PAY

40. (a) Leave of absence without pay may be granted to a permanent employee, at the discretion of the City, for a period not to exceed six (6) months. Such leave shall be granted when the City will benefit from the grant. Leave of absence up to one (1) week may be approved by the department head; a leave of more than a week must be approved by the department head and the City Manager.

(b) Upon expiration of the leave, the employee will be reinstated to the position held before the leave was granted. Failure of the employee to report promptly at the expiration of a leave shall be cause for dismissal.

LEAVES - GENERAL CONDITIONS

41. (a) The authorized absences provided for in this Agreement may be temporarily suspended during any period of emergency declared by the City.

(b) Giving a false reason to obtain any leave provided for in this Agreement shall be cause for discipline up to and including discharge.

HOLIDAYS

42. Paid Holidays (Day Men)

(a) Nine (9) holidays at full pay are granted to department employees known as "Day Men". This shall not include part-time or temporary employees:

- | | | |
|--------------------------|---|--|
| 1. New Year's Day | - | January 1 |
| 2. Washington's Birthday | - | 3rd Monday in February |
| 3. Memorial Day | - | 4th Monday in May |
| 4. Independence Day | - | July 4 |
| 5. Labor Day | - | 1st Monday in September |
| 6. Thanksgiving Day | - | 4th Thursday in November |
| 7. Christmas Day | - | December 25 (c and d) |
| 8. Personal Day | - | Departmental approval |
| 9. Anniversary Day | - | One day during calendar week of employee's anniversary of employment with the City |

(b) The nine (9) holidays are not charged against vacation time or illness allowance when they occur during such leaves.

(c) When one of the above holidays falls on Sunday, the following Monday shall be considered the holiday. When a

holiday falls on Saturday, the preceding Friday shall be considered the holiday.

(d) December 24 and 31 - When Christmas and New Year's Day fall on a Sunday or Monday, one-half those employees eligible to receive such holiday shall receive the Friday preceding Christmas. The balance (other one-half) shall receive the full Friday preceding New Year's Day. In those instances the determination of staffing of the department shall be the responsibility of the Chief of the Fire Department.

(e) When Christmas and New Year's are celebrated on Tuesday through Friday, employees eligible to receive such holidays shall receive four (4) hours the day preceding.

(f) Good Friday - On Good Friday all employees not required to be on the job will be allowed off from 12:00 noon.

(g) Eligibility - To be eligible for the holiday pay, the employee must work the regular working day before and the regular working day after the holiday, unless absent on approved illness allowance, vacation, or approved emergency leave.

(h) Personal Leave Day - Day men (8 hour) shall be granted a Personal Leave Day with pay.

(i) Personal Day may be taken at the employee's convenience, but shall not be tied to "long weekends", (i.e., 3-day weekends such as Labor Day weekend) nor other holidays. The Personal Day cannot be split but must be taken at the time in its entirety.

(ii) The Personal Day may be tied to vacation if so declared at the time of vacation scheduling and posting. Once attached to vacation, the Personal Day must remain so attached unless the vacation period is waived and rescheduled in accordance with existing practice and Rules and Regulations.

(iii) The leave period shall not overlap the vacation or the combination of the Personal Day and vacation of another employee in the same unit, when the Personal Day is tied to vacation.

(iv) The Personal Day request must be submitted not less than 48 hours, except in extenuating circumstances, in advance of the time the absence is to become effective--if not tied to vacation.

(v) Personal Leave Day may not be taken in conjunction with or consecutive to a substitution.

43. Paid Holidays (Unit Men)

(a) Unit Men shall receive four (4) days' pay at their then scheduled rate, to be known as Holiday Pay, to be paid in a lump sum on the first Thursday in June, not a regular pay day. Unit employees with less than a full year's service in the previous calendar year shall receive a prorata portion based on the ratio of their months of service to twelve.

Prorata payments shall be made to terminated employees to their date of severance.

(b) Personal Day - One Personal Day will be granted to each unit employee who has completed six (6) months of service.

(i) The Personal Day may be tied to vacation if so declared at the time of vacation scheduling posting. Once attached to vacation, the Personal Day must remain so attached unless the vacation period is waived and rescheduled in accordance with existing practice and Rules and Regulations.

(ii) The leave period shall not overlap the vacation, or the combination of the Personal Day and vacation, of another employee of the same unit, when the Personal Day is tied to vacation.

(iii) The Personal Day request must be submitted not less than forty-eight (48) hours, except in extenuating circumstances, in advance of the time the absence is to become effective; if not tied to vacation.

(iv) The Personal Day may not be taken in conjunction with or consecutive to a substitution.

(c) The Unit Men who desire to attend the Biennial Employee Recognition Banquet, to receive awards, shall receive paid time off from 5:00 p.m. until 12:00 midnight, for attendance at the banquet, on the date of the banquet.

ILLNESS ALLOWANCE

44. (a) Illness Allowance shall be allowed only in cases of actual sickness or disability of an employee.

(b) The amount of illness allowance with regular pay allowed per year for each permanent employee shall be approximately 2.4 times the number of hours in his average standard work week (exclusive of overtime) as follows:

40 hour work week - 12 8-hour normal duty days,
or 96 hours total per year.

56 hour work week - 5-1/2 24-hour normal duty days,
or 132 hours total per year.

(c) Illness Allowance will be allowed to accumulate until the amount in an individual's bank is equal to five (5) times the annual illness allowance. As long as a minimum of five (5) times the annual illness allowance remains in an employee's bank, he will continue to accumulate illness allowance at one-third (1/3) the former rate of accumulation. There is no maximum to the number of hours that an employee may accumulate.

(d) (i) No employee shall be entitled to illness allowance credit until he shall have completed six (6) months of service, at which time he will be credited with the number of hours he earned during the six (6) months of service.

(ii) An employee with less than six (6) months of service who is absent because of illness may have his credit for the period worked granted at the option of the Chief of the Fire Department.

(iii) An employee injured on any other gainful employment outside the City employment shall not be eligible for illness allowance.

(e) An employee who becomes ill and unable to report for work must notify his immediate supervisor in accordance with the Rules and Regulations.

(f) Each illness allowance absence must be reported on an illness form and approved by the employee's immediate supervisor, Chief of Fire, and Personnel Director.

(g) The illness allowance earned in one calendar year shall be posted to the employee's account on approximately January 1st of the following year. In the event an employee has used up all the time in his illness allowance bank, he may, upon approval of the Personnel Director, be advanced time not to exceed the amount he has earned during the current year.

(h) If an employee is absent from work due to illness prior to the start of his previously scheduled vacation period and continues ill during his vacation period, the time that he is sick during his vacation period will be charged to illness allowance. Any illness or injury occurring after a vacation period has started will not be charged to illness allowance but will be charged to vacation time up to the extent of the previously arranged vacation period.

(i) For those employees covered by the City's group insurance plan, accumulated illness allowance will be used to cover absences occurring on normal work days during the first

sixty (60) calendar days or any continuous illness; any remaining illness allowance will be used, with the group insurance benefit allowed, to provide the regular rate of pay until all the illness allowance credit has been used. After that time, the disability income allowance will be the only monies received. Further disability income beyond that described in this paragraph will be paid in accordance with terms of the Long-Term Disability Benefits described in the group insurance certificate.

(j) Except as provided in Section 44(o), an employee who is terminated for any reason will forfeit all illness allowance that he has accumulated.

(i) In the event of reemployment, he will start over again in the accumulation of illness allowance credits.

(ii) Should the termination be a discharge which is later not upheld by due process of this Agreement or the courts, the employee shall have his illness allowance reinstated in full or as agreed to by both parties.

(k) (i) Illness allowance will be accrued and charged to the nearest half hour and is computed from the first half hour of the employee's absence, except as noted above.

(ii) If a full-time temporary employee transfers to a permanent position with no break in employment, his illness allowance will be figured from the time that he started full-time employment.

(l) The amount of illness allowance used by an employee will be equal to the number of regularly scheduled hours he would otherwise have worked during his absence. Should a change in work week occur, accumulated illness allowance shall be credited on the basis of the new work schedule. Accumulated illness allowance credit shall be converted to hours that would have been earned on the new work week schedule. During January of each year, a report will be made to each employee showing his accumulated illness allowance.

(m) A certification from a physician of the City's choosing may be required by the Chief of Fire as evidence of illness or disability before compensation for the period of illness or disability is allowed.

(n) In the event an employee changes from the "Unit" designation to the "Day Man" or vice versa, his vacation and illness allowance credits shall be prorated accordingly.

(o) Upon death or retirement under the City's Retirement Plan, an employee shall be entitled to receive an amount equivalent to a portion of the unused hours accumulated in his illness allowance bank according to the following schedule:

Class of Employee

Portion of Unused
Hours To Be Paid

An employee who, on the date of death or the date he actually leaves the City's employ to retire under the City's Retirement Plan, was working a forty (40) hour standard work week

-- unused hours in excess of four hundred eighty (480)

An employee who, on the date of death or the date he actually leaves the City's employ to retire under the City's Retirement Plan, was working a fifty-six (56) hour work week

-- unused hours in excess of six hundred sixty (660)

Such payment shall be based on the employee's hourly rate of pay and paid as of the date of death or the date he actually leaves the City's employ to retire, irrespective of when such person is entitled to receive retirement benefits.

(p) Illness Allowance shall cease to accrue in instances where an employee is absent one month or more and receives Illness Allowance or Workmen's Compensation benefits.

EMERGENCY LEAVE

45. Emergency Leave - Such leave shall be in addition to other types of leave to which an employee may be entitled. Such leave shall be subject to approval by the Chief of Fire and the Personnel Director.

(a) In case of a death in his immediate family, an employee may be granted a leave of absence with pay for a period not to exceed four (4) calendar days.

(b) In case of a serious illness in his immediate family, an employee who has completed six (6) months of service may be granted a leave of absence with pay for a period not to exceed four (4) calendar days.

(c) "Immediate family" is defined as wife, husband, child, brother, sister, parent, parent-in-law, grandparent, and grandparent-in-law.

(d) For a death or serious illness of one other than immediate family which, because of extenuating circumstances, the department head believes is a proper emergency leave, the department head may make a request of the Personnel Director for approval to grant such a leave.

(e) "Serious illness" is defined as an illness requiring hospitalization or where the illness justifies a doctor's call of an emergency nature. For a given serious illness only four (4) calendar days will be allowed in any one calendar year. If a serious illness results in death, a maximum of four (4) consecutive calendar days will be allowed for the illness and the death leave (i.e., it would not be possible to get four (4) days' serious illness, plus four (4) days' death leave, in a continuous manner).

(f) "Employee-Retiree" - Regular City employees may be granted time off with pay to attend the funeral of a City of Birmingham employee or retiree. Those employees who may be spared from the work assignments, have a bonafide reason, may be granted time off with pay to attend the funeral. The determination as to who may be spared and the validity of the reasons shall rest with the department head. Under no circumstances is the department to be closed or services appreciably reduced without prior written approval of the Manager's office.

(g) Emergency leave will not be granted if the emergency occurs during a previously scheduled vacation, unless such leave starts prior to the time the vacation is scheduled. In this case only, the absence will be charged to emergency leave rather than vacation. If the emergency leave occurs after the vacation has started, the time will be charged to vacation and not to emergency leave.

(h) An employee will be permitted up to a total of one (1) day off under the emergency leave provisions when his wife is having a baby.

INJURIES

46. All injuries, except smoke inhalation, must be reported the day the injury occurs, either to the employer, immediate supervisor, or Chief of Fire. In the case of compensable injuries, an employee is required to go to doctors designated by the City or its insurance carrier.

WORKMEN'S COMPENSATION

47. (a) The employer agrees to cooperate toward the prompt settlement of the employee's on-the-job injury and illness claims when such claims are due and owing.

(b) When an employee sustains a job-incurred injury attributable to City employment, accumulated illness allowance or vacation (in that order) will be used to provide the regular compensation received for his scheduled work week as long as there are credits in the illness allowance or vacation

(c) If the disability or illness continues for sufficient time so that Workmen's Compensation payments are made, these payments will be turned over to the City and the employee will receive credit in his illness allowance bank for an equivalent amount of time. This requirement to turn over Workmen's Compensation payments will be discontinued once the employee exhausts his illness allowance bank.

(d) If the disability or illness continues for more than 60 calendar days, and the employee is enrolled in the City's group insurance plan, then any group insurance payments received will be turned over to the City and the employee will receive credit in his illness allowance account for an equivalent amount of time. This requirement to turn over payments will be discontinued once the employee exhausts his illness allowance bank.

(e) An employee injured on other gainful employment outside of City employment shall not be eligible for Workmen's Compensation benefits from the City.

(f) When the attending physician states that a man is able to return to work, his Workmen's Compensation payments will cease.

OTHER EMPLOYMENT

48. (a) Private employment in off-duty time may be permitted in cases where its performance does not conflict with the City's interest and does not reduce the employee's ability to adequately perform his duty of employment with the City. Employees who wish to accept outside employment shall communicate that fact, in writing, to the Chief of the Fire Department.

(b) No Fire Department employee shall be allowed to hold two separate and distinct jobs with the City (i.e., an employee in the Fire Department would not be allowed to work as a temporary employee at Eton Park Skating Rink).

MILITARY ABSENCES

49. (a) Employees belonging to the National Guard, service reserves, or other such units, are permitted to take a leave of absence with pay during the required annual training period. The pay shall be adjusted so that the total pay from unit and City pay will equal the normal pay. Vacation is not affected by such leaves; however, an individual who receives military training leave will automatically be considered last when the schedule

for vacation is determined. No more than one (1) military training leave will be granted at any one (1) time from the Department. The maximum time that may be charged to military training leave shall not exceed the number of days that an employee would normally have worked during sixteen (16) consecutive calendar days.

(b) The Selective Service Act as presently existing, or as it may be amended from time to time, shall govern the reemployment rights of servicemen.

IN-SERVICE TRAINING

50. The City Manager may authorize in-service training programs with pay for employees to take schooling in the interest of the City.

JURY DUTY

51. (a) When an employee is required to serve on a jury, he will be excused from his regular duties on the days he is required to, and does, appear in court, except that on such days the employee will be required to work all scheduled hours during which his attendance in court is not necessary.

(b) The City will pay such employee for time actually lost from his scheduled work hours (exclusive of work premiums) less his jury fees received for such days.

BULLETIN BOARD

52. The City agrees to furnish a bulletin board for the use of the Union. The Union agrees to maintain it in good repair. The bulletin board is to be used only for notices of Union meetings, Union elections and results, and social functions in connection with the Local Union. Any other notices the Union desires to post must be approved by the City Manager or Personnel Director before being posted. The Union shall designate a person who shall be responsible for all notices posted on the board and notify the City of the name of such designee.

MEETINGS

53. The Union may schedule special meetings on department property, insofar as such meetings are not disruptive of the duties of the employees or the efficient operation of the department, provided written permission stating the reason for such meeting is secured from the administration prior to such meetings.

RECREATION FACILITIES

54. Regardless of their place of residence, City of Birmingham Fire Department employees, except temporary employees, shall have the privilege of participating in the Birmingham recreation program and playing golf on City golf courses at the same rates charged to residents of the City.

ALCOHOLIC BEVERAGES

55. The consumption of alcoholic beverages during working hours will be sufficient cause for immediate discharge of the employee so involved. The phrase "working hours" is intended to cover the period from the time the employee starts to work until he leaves, including any "coffee breaks" or "meal periods".

SAFETY AND SANITARY CONDITIONS

56. (a) The City agrees to provide sanitary, safe, and healthful station quarters.

(b) The City will provide adequate and suitable first aid facilities.

(c) Employees covered hereby, in the performance of their jobs, shall at all times use safety devices and protective equipment which may be furnished to them hereunder and will comply with the safety, sanitary, and fire regulations issued by the City.

INSURANCE

57. (a) The City shall offer an insurance program to provide security for employees for major and serious losses resulting from accident or illness.

(b) All full-time employees and permanent part-time employees who work at least twenty (20) hours a week shall be eligible for group, life, short term and long term disability insurance benefits after one (1) month of continuous employment. If application is delayed more than thirty (30) days after an employee is eligible for this coverage, he shall not be enrolled until the next declared enrollment period. (Start of policy year.)

(c) Coverages and amount of protection are set forth in Supplement C of this Agreement.

(d) The employee is responsible for notifying the Personnel Office, within 30 days, of any change in the number of his dependents.

RETIREMENT

58. (a) All matters pertaining to retirement shall be as stipulated in the Employee Retirement System for the City of Birmingham, an amendment to the Charter of the City of Birmingham, Michigan, adopted April 2, 1956 (also known as Chapter XIX, as amended, of the Charter of the City of Birmingham, Michigan).

(b) Effective July 1, 1975, in conformance with Sec. 16.1(a)(3) of Chapter XIX, the percentage used for computing retirement benefits for those retiring after July 1, 1975 shall be increased from one and nine-tenths (1.9%) percent to two (2%) percent.

HEALTH EXAMINATIONS AND REQUIREMENTS

59. (a) Each employee covered by this Agreement must maintain a personal physical fitness commensurate with the duties and requirements of the position he occupies. This shall include demonstrating such conditions by his actual job performance and/or job-related physical test.

Should any man fail to pass such a test, he shall follow a corrective physical training program. If any man fails to follow the prescribed program, he shall be subject to further review which may result in temporary suspension or discharge.

(b) Each employee covered by this Agreement must be medically fit commensurate with duties and requirements of the position he occupies. His medical fitness shall be periodically reviewed by a required medical examination paid for by the City. An opinion by the City doctor that the employee is not medically fit, shall result in a layoff under the provisions of the illness allowance. In the event of a difference between the opinion of the City doctor and the employee's doctor, the two doctors shall select a third doctor or clinic or hospital procedure mutually acceptable to the parties to examine the employee and issue an opinion which shall be final and binding on all parties. The third party fees and costs shall be shared equally by the Union and the City. Failure to take treatment by the doctor or certification that the employee's medical condition is such that he will not recover may result in the employee being terminated or medically retired, if qualified under the City pension plan, as of the last day he receives compensation from the City. He shall not forfeit any illness allowance under this provision.

PAY PERIOD

60. (a) All employees are to be paid by check every two

weeks. Checks will be distributed by the Chief of Fire or his representative every other Thursday. Each employee shall be paid his scheduled bi-weekly amount plus overtime worked through the preceding Friday.

(b) Emergency Pay Advance - Checks may be issued in advance only WITH THE APPROVAL OF THE CHIEF OF FIRE AND THE PERSONNEL DIRECTOR.

(c) Vacation Payroll Advance - Requests for vacation payroll advance must be approved by the Chief of Fire and submitted to the Personnel Office for verification for payroll, twenty-four (24) hours before expected delivery of the checks. Requests during a pay period for pay for that period must be received not later than the Thursday preceding the Thursday the checks are normally received.

UNIFORMS

61. Furnished by City - The following items of equipment shall be furnished by the City and remain under its ownership:

Firefighter's helmets
 head liners
 boots, rubber
 coats, rubber
 gloves
 badge - uniform cap
 badge - uniform shirt (if worn)
 collar ornaments

Inspector's winter coats

62. Furnished by Employee - The following uniform items shall be furnished by the employees and shall remain under their ownership subject to Rules and Regulations:

<u>Permanent Employees</u>	<u>Probationary Employees</u>
1 cap - uniform	1
2 trousers - uniform	1
1 coat - uniform	0
2 ties	1
4 shirts - uniform, dress	2
1 pair shoes (maximum for approved shoes)	1
1 night pants (optional)	1 (optional)
4 fatigue uniforms	4
1 fatigue cap	1
2 name plates	2

1 fatigue jacket (light - maximum for approved jacket)	1
1 fatigue jacket (heavy - maximum for approved jacket)*	1

*This purchase to be optional on the part of the employee.

63. Allowance

(a) A yearly allowance of \$140.00 shall be provided by the City. This allowance shall be credited to the employee's account in the Uniform Fund. The Uniform Fund shall be administered by the Chief of the Fire Department or a staff officer designated by him.

(b) The employee shall be responsible for maintaining his uniform to the standards established by the Department.

(i) When uniform clothing is needed, the employee shall obtain a "request to purchase" the desired article from the designated Company Officer.

(ii) After purchase, the approved request, the article, and proof of charges shall be submitted to the designated officer for approval and payment.

(iii) A check shall be issued from the Uniform Fund to the employee for the amount of the purchase, and this amount will then be deducted from the employee's account.

(c) No checks will be issued for an amount greater than the balance in an employee's account.

(d) The balance remaining at the end of the fiscal year shall remain in the employee's account.

(e) The yearly Uniform Allowance is prorated over the entire fiscal year. If a man resigns, he must leave the unearned portion of his allowance in the Uniform Fund. If he has expended more funds than he has earned at date of termination, he will be required to pay to the City the deficient amount.

(f) Upon retirement, the retiree is entitled to receive payment for any earned allowances remaining in his Uniform Fund account.

(g) Upon death, the beneficiary of the deceased employee is entitled to receive payment of any allowance remaining in the deceased's Uniform Fund account.

(h) This account is for the sole use of the employee for purchasing required uniforms and may not be used for other purposes.

(i) New employees, in addition to receiving the prorated annual allowance, shall receive \$125.00 for the initial purchase of required uniforms. \$75.00 shall be granted at employment and \$50.00 upon completion of the probationary period.

(j) Unit employees holding the duty assignment of Fire Inspectors as of July 1 shall receive an additional uniform allowance of \$15.00 for the fiscal year.

(k) Unit employees, upon entering officer rank (i.e., promoted to Lieutenant), shall receive an additional ("one time only") uniform allowance of \$75.00 for uniform change required by officers.

WAGE RATES

64. The wage rates are set forth in Supplement "A" and shall become effective on the dates set forth therein. In addition to the wages, employees shall receive a Cost of Living Allowance in accordance with the provisions of Section IV of Supplement "A".

DISTRIBUTION OF AGREEMENT

65. Copies of this Agreement shall be distributed by the City to all Fire Department employees.

SEPARABILITY

66. This Agreement is subject to the laws of the State of Michigan, and in the event that any provision of this Agreement shall, at any time, be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided therefore, such provision shall be void and inoperative; however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

AGENCY SHOP

67. (a) It shall be a continuing condition of employment that all employees who are presently members of the Union shall maintain such membership and pay the Union's uniform dues, fees and assessments. It shall be a continuing condition of employment that all employees who are not members of the Union and who do not become and remain members of the Union and pay its uniform dues, fees and assessments shall alternatively pay bargaining service fee (hereinafter referred to as agency shop service fee) in

an amount equivalent to such uniform, dues, fees and assessments. Employees who fail to comply with this requirement within thirty (30) days shall be discharged by the Employer.

(b) The City hereby agrees to deduct from the pay of each unit employee covered by this Agreement, current union membership dues and/or the amount certified pursuant to (a) above; provided, and only provided, that at the time of any such deduction there is in the possession of the City a written assignment executed by the employee authorizing such deductions by the City.

(c) Written assignments executed by the employees authorizing deductions under (b) above shall not be revocable during the life of this Agreement, except that employees shall have the right to withdraw their deduction authorizations not more than thirty (30) days prior to the termination of this Agreement to become effective only on such date.

(d) The Union agrees to indemnify and save the employer harmless against any and all claims, suits and other forms of liability that may arise out of or by reason of action taken in reliance upon such individual authorization, or by reason of the employer's compliance with the provisions of this article.

(e) The City will deduct authorized current deductions from the pay of the unit employees from the first pay period ending in the calendar month. The initial deduction from the pay of an employee signing a new authorization shall be from the first pay period of the month following the date of his authorization.

(f) All sums deducted shall be remitted to the financial secretary of the local union not later than the first day of the calendar month following the month in which such deductions are made. The same to be by the Union allotted and distributed in accordance with the Constitution, By-Laws and regulations of the Union. On the request of the City, the financial secretary of the Local Union shall furnish the City a receipt for all dues received.

DURATION

68. (a) This Agreement shall be effective June 30, 1974 and shall remain in force and effect up to and including June 30, 1976.

(b) Future Negotiations - The parties agree that, commencing not earlier than March 1, 1976, they will undertake negotiations for reopener or a new Agreement for a succeeding period; as the case may be.

(c) Extension - In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new contract, subject to termination by either party on ninety (90) days' written notice to the other.

69. An Education Assistance Program is offered to employees as set forth in Supplement "B".

FOOD ALLOWANCE

70. Unit men shall be entitled to a food allowance which shall be paid in the following manner: \$75.00 on the first Thursday of July 1974 which is not a regular pay day, \$75.00 on the first Thursday of January 1975 which is not a regular pay day, \$100.00 on the first Thursday of July 1975 which is not a regular pay day and \$100.00 on the first Thursday of January 1976 which is not a regular pay day. Food allowance shall not be added to nor considered to be part of the annual wage or regular rates of any employee covered by this Agreement. In the event an employee's service with the City is terminated after he receives a food allowance payment and before payment of the next food allowance, he shall reimburse the City a pro-rata amount of such food allowance payment based on the ratio between the number of days worked and the number of regularly scheduled work days during such period.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, signed and sealed this Agreement on this 22nd day of January, 1975.

FOR THE UNION:

FOR THE CITY OF BIRMINGHAM:

Birmingham Firefighters
Association, Local 1248

By: /S/ WILLIAM H. GARDNER
Its President

By: /S/ ROBERT T. KELLY
Its Mayor

By: /S/ DANIEL KOLICH
Its Vice-President

By: /S/ BETH COLE
Its Clerk

By: /S/ GARY V. WHITENER
Its Secretary

SUPPLEMENT A

I. Rates

From 6/29/74 to 7/5/75 the annual rates shall be as follows:

	<u>Start</u>	<u>6</u> <u>Months</u>	<u>12</u> <u>Months</u>	<u>18</u> <u>Months</u>	<u>24</u> <u>Months</u>	<u>30</u> <u>Months</u>	<u>36</u> <u>Months</u>	<u>42</u> <u>Months</u>
Firefighter Employed before 7/1/74	12,696	13,279	13,861		14,444		15,026	
Employed after 7/1/74	11,794	12,580	13,366		14,152		15,026	
Fire Lieutenant	14,909	15,375		15,841		16,278		
Fire Apparatus Supervisor (Day Employee)	15,579		15,933		16,307		16,661	
Unit Captain	15,579	15,929		16,307		16,674		17,035

From 7/5/75 to 7/1/76 the annual rates shall be as follows:

	<u>Start</u>	<u>6</u> <u>Months</u>	<u>12</u> <u>Months</u>	<u>18</u> <u>Months</u>	<u>24</u> <u>Months</u>	<u>30</u> <u>Months</u>	<u>36</u> <u>Months</u>	<u>42</u> <u>Months</u>
Firefighter Employed before 7/1/74	13,395	13,978	14,560		15,142		15,725	
Employed after 7/1/74	12,492	13,279	14,065		14,851		15,725	
Fire Lieutenant	15,608	16,074		16,540		16,977		
Fire Apparatus Supervisor (Day Employee)	16,286		16,640		17,014		17,368	
Unit Captain	16,278	16,628		17,006		17,356		17,734

Upon promotion to a higher rank, the promoted employee shall not start at an annual rate lower than his last scheduled annual rate.

II. Longevity Bonus

In addition to the salary set forth, unit employees shall receive seniority bonuses, less applicable tax and retirement deductions, as follows:

Less than 5 years	- \$ none
5 through 9 years	- \$ 250
10 through 14 years	- \$ 450
15 through 19 years	- \$ 650
20 through 24 years	- \$ 850
25 years and over	- \$1,050

(a) Longevity bonuses shall be payable during the first full calendar week of December to those eligible.

(b) Payment and participation shall be determined by the employee's seniority anniversary celebrated prior to December 1 of that year.

(c) Except as provided in paragraph (e) below, longevity payments shall not be prorated in case of termination of employment for any reason. An employee must be listed and receive payment from the City on the last payroll for the month of November to be eligible for the longevity bonus.

(d) Any permanent employee who terminates from the City for reasons of retirement in accordance with the "Employee Retirement System", may add his earned but unused vacation from the preceding calendar year to the last day worked.

(e) Employees who die or retire under the City's Retirement program prior to the December date on which longevity is paid shall be entitled to receive a prorated portion of the longevity pay for the year in which such death or retirement takes place as of the date of death or the date he actually leaves the City's employ to retire, irrespective of when such person is entitled to receive retirement benefits, based on the wage schedule in effect on such date.

III. Vacations

Unit Men:

(a) Employees with more than one (1) year, but less than three (3) years of service on or before January 1st of any vacation year, shall receive five (5) duty days vacation.

- (b) Employees who have three (3) years, but less than five (5) years of service on or before January 1st of any vacation year, shall receive six (6) duty days.
- (c) Employees having five (5) years, but less than ten (10) years of service on or before January 1st of any vacation year, shall receive seven (7) duty days.
- (d) Employees who have ten (10) years, but less than fifteen (15) years of service on or before January 1st of any vacation year, shall receive eight (8) duty days.
- (e) Employees who have fifteen (15) years, but less than twenty (20) years of service on or before January 1st of any vacation year, shall receive nine (9) duty days.
- (f) Employees who have twenty (20) years or more service on or before January 1st of any vacation year, shall receive ten (10) duty days.

Day Men:

- (a) Employees who have more than one (1) year, but less than eight (8) years of service on or before January 1st of any vacation year, shall receive two weeks (10 work days) vacation.
- (b) Employees who have more than eight (8) years, but less than fifteen (15) years of service on or before January 1st of any vacation year, shall receive three weeks (15 work days) vacation.
- (c) Employees who have fifteen (15) or more years of service on or before January 1st of any vacation year, shall receive four weeks (20 work days) vacation.

The above schedules are subject to the conditions set forth in Section 39 of the Agreement.

IV. Cost of Living

Seniority employees covered by this Agreement shall be entitled to a Cost of Living Allowance adjusted quarterly payable in accordance with the following provisions:

- (a) The Cost of Living Allowance shall be determined and adjusted quarterly in accordance with changes in the official Consumers Price Index for Urban Wage Earners and Clerical Workers (including single workers) published by the Bureau of Labor Statistics, U.S. Department of Labor (1967=100), and hereinafter referred to as the BLS Consumers Price Index, subject to the limitations hereinafter set forth.

(b) Effective July 5, 1975 and thereafter during the remainder of the second year of this Agreement, a Cost of Living Allowance, not to exceed twelve (\$.12) cents per hour, shall be paid based on the changes in the BLS Consumer Price Index for November, 1974 as compared to April, 1975, on the basis that each .5 change in the BLS Consumer Price Index, shall result in a \$.01 adjustment. Such Cost of Living Adjustment shall be paid on the assumption that the BLS Consumer Price Index figure for November, 1974 = 0. If the first adjustment of the Cost of Living Adjustment made in the second year of the contract is less than twelve (\$.12) cents, then subsequent Cost of Living adjustments during the second year of the contract shall be made quarterly commencing with the payroll period starting after October 1, 1975 based on the August, 1975 Index, January 1, 1976 based on the November, 1975 Index and April 1, 1976 based on the February, 1976 Index, on the basis that each .5 change in the BLS Consumer Price Index equals \$.01 up to the maximum of \$.12 payable during the second year of the contract.

(c) During the term of the contract, the Cost of Living Allowance upward or downward shall be on the basis that a .5 change in the BLS Consumer Price Index equals \$.01; any downward adjustment shall be made effective with the applicable payroll period for which Cost of Living Allowances are to be made.

(d) Cost of Living Allowances provided herein shall not be added to the base rates provided herein but shall only be added to each employee's straight time hourly earnings for all hours worked and paid subsequent to its effective date; the Cost of Living Allowance shall be taken into account in computing overtime, vacation payments, holiday payments, call in, sick leave payment and other compensated time off. The Cost of Living Allowance in effect on June 30, 1976, shall be added to the base hourly rate.

(e) In the event the Bureau of Labor Statistics does not issue the Consumer Price Index on or before the beginning of any pay period referred to above any adjustments required will be made at the beginning of the first pay period after receipt of the Index.

(f) No adjustments retroactive or otherwise shall be made due to any revision which may later be made in the published figures of the BLS Consumer Price Index for any base month.

(g) The parties to this Agreement agree that the continuance of the Cost of Living Allowance is dependent on the availability of the monthly BLS Consumer Price Index; the Index published for the month in question shall be used by the parties, provided that the Index continues to be published and computed on the same basis as at the time when this Agreement was entered into. If the BLS changes the form or the basis for calculating the BLS Consumer Price Index, the parties agree to request the Bureau to make available for the life of this Agreement a monthly Consumers Price Index in its present form and calculated on the same basis as the Index for June, 1974.

SUPPLEMENT B

Educational Assistance Program

This program is offered to encourage employees to improve their job skills, to increase their value to the City, and to assist them in preparing for future advancement with the City.

The scope of the program does not include special seminars or "short courses" of a few days' duration, which will continue to be considered on an individual and departmental training basis as in-service training.

The following provisions are established to govern the administration of the City's Educational Assistance Program.

1. Application for Educational Assistance may be made by any full-time permanent employee who has completed his designated probationary program.
2. Applications will not be considered if the employee is eligible for or receiving funds for the same course from any other course (G.I. Bill, scholarships, vocational rehabilitation, etc.).
3. Application will be approved only for course work directly related to the employee's present job or directly related to a promotional position.
4. Reimbursement shall be made only for course work completed at accredited high schools, trade schools, colleges, and universities.
5. Reimbursement shall be limited to two hundred forty dollars (\$240.00) per participant per fiscal year for credit course. This equals approximately six (6) credit hours per semester. There shall be a one hundred dollar (\$100.00) limitation per participant per fiscal year for noncredit courses.
6. Reimbursement for tuition and required textbooks shall be according to the following schedules:
 - 100% reimbursement for courses completed with "A" or numerical equivalent.
 - 75% reimbursement for courses completed with "B" or numerical equivalent.
 - 50% reimbursement for courses completed with "C" or equivalent.

0% reimbursement for courses completed with a grade less than "C".

7. Employees must submit official school transcript showing final grade received. The employee shall be considered as having completed a class when he concludes the term for which the school quotes the tuition fee.
8. As funds for Educational Assistance are limited, priority shall be governed by the time and date that completed applications are received in the Personnel Department. Approval and reimbursement for Educational Assistance is contingent upon the availability of funds, the employee's successful completion of the course, and adherence to the policies and procedures.
9. Expenses such as lab fees, parking, mileage, etc. shall not be a part of the Educational Assistance Program.
10. The applicant shall attend classes on his own time and without compensation from the City. The employee should not carry over six (6) to eight (8) credit hours per term or semester.

It is recognized that in an area as broad as Educational Assistance, this policy may not cover all eventualities. The City Manager shall be the final authority in judging whether reimbursement shall be made.

SUPPLEMENT C

Group Insurance Benefits

I. Hospital, Surgical, Drug and Optical Benefits

(a) The coverage for employees and dependents shall be that known as "Semi-Comprehensive Hospital D 45 NM, MVF-1, ML, Option 2-1" (Blue Cross/Blue Shield).

(b) As soon as feasibly possible after ratification of the labor contract, the City shall provide Master Medical Insurance Blue Cross/Blue Shield Option 4, Blue Shield Prescription Drug Program, \$2.00 co-pay.

(c) Effective July 1, 1975, the City shall provide optical service expense benefits (attached hereto as Exhibit "A") up to a maximum cost to the City of \$6.25 per month per employee; any amount exceeding \$6.25 shall be paid by the employee.

(d) Hospital and surgical, Master Medical, Drug and Optional benefits, except as otherwise provided in this Section, shall be fully paid by the City for employees covered by this Agreement commencing with the City's first billing date for such coverage immediately following the completion of six (6) months of continuous service.

II. Disability Benefits

(a) Maximum weekly sickness and accident benefits for non-duty connected disability will be sixty (60%) percent of average weekly earnings, not to exceed \$175.00 per week, beginning on the 61st calendar day of disability and continuing for a maximum period of fifty-two (52) weeks, if qualified.

(b) Maximum weekly sickness and accident benefits for service-connected disability shall not exceed an aggregate figure of seventy (70%) percent of average weekly earnings, not to exceed \$175.00 per week, beginning on the 61st calendar day of disability and continuing for a maximum period of forty-three (43) weeks, if qualified.

(c) Monthly long-term disability benefit provides for an aggregate income of seventy (70%) percent of monthly base pay up to a maximum of \$750.00 per month, beginning one (1) year from date of disability and continuing to the age of 65, if qualified.

(d) Supplemental retirement benefits as set forth in the "Group Insurance Certificate - Long-Term Disability Benefits."

III. Life insurance coverage shall be provided in the amount of \$20,000 for each employee.

(a) The above face value of the insurance shall be extended to accidental death and dismemberment in like amounts.

(b) Of the above face value, \$3,000 shall be a "basic" policy to which the employee contributes \$1.50 per pay period for "paid-up" coverage.

In the event a Subscriber receives necessary Eye Examination and Optical Services, the Company will pay the reasonable expense incurred therefor but not to exceed the maximum allowance applicable to the service rendered.

"Eye Examinations and Optical Services" means the following:

- (a) A comprehensive medical eye examination rendered by a duly licensed physician, including a diagnostic ophthalmic examination, with or without definitive refraction as medically indicated, with medical diagnosis and initiation of diagnostic and treatment programs, prescription of medication and lenses, post cycloplegic visit if required and verification of lenses if prescribed;
- (b) A complete vision survey and analysis performed by a duly licensed optometrist acting within the scope of his licensure, including but not limited to case history, complete refraction, coordination measurements and tests, visual field charting and prescription of lenses as needed;
- (c) Lenses and frames, consisting of lenses (including contact lenses if medically required), frames and services needed to effectuate use, such as:
 - (1) Facial measurements,
 - (2) Assistance in selection of frames,
 - (3) Acquiring proper lenses and frames,
 - (4) Fitting and adjustment,
 - (5) After-care for verification of fitting and lense adjustment, and for maintenance of comfort and efficiency.

The maximum allowances provided for eye examination and optical services are:

- (a) For benefit described under paragraph (a):
\$25.00 for one such examination in any one period of twelve (12) consecutive months;
- (b) For benefit described under paragraph (b):
\$25.00 for one such examination in any one period of twelve (12) consecutive months, but such amount shall be reduced to the extent of benefits payable under paragraph (a) for a prior service within the same period of twelve (12) consecutive months;
- (c) Lenses and frames (including services to effectuate use):

Frames.....	\$12.00
Lenses (Per Pair)	
Single vision.....	12.00
Bifocal (Single).....	23.00
(Double).....	45.00
Trifocal.....	35.00
Aphakic	
Glass.....	30.00
Plastic.....	70.00
Aspheric.....	90.00
Case Hardening.....	2.00
Contact (including fitting, training, and lifetime warranty)...	112.00

11.206-6-1

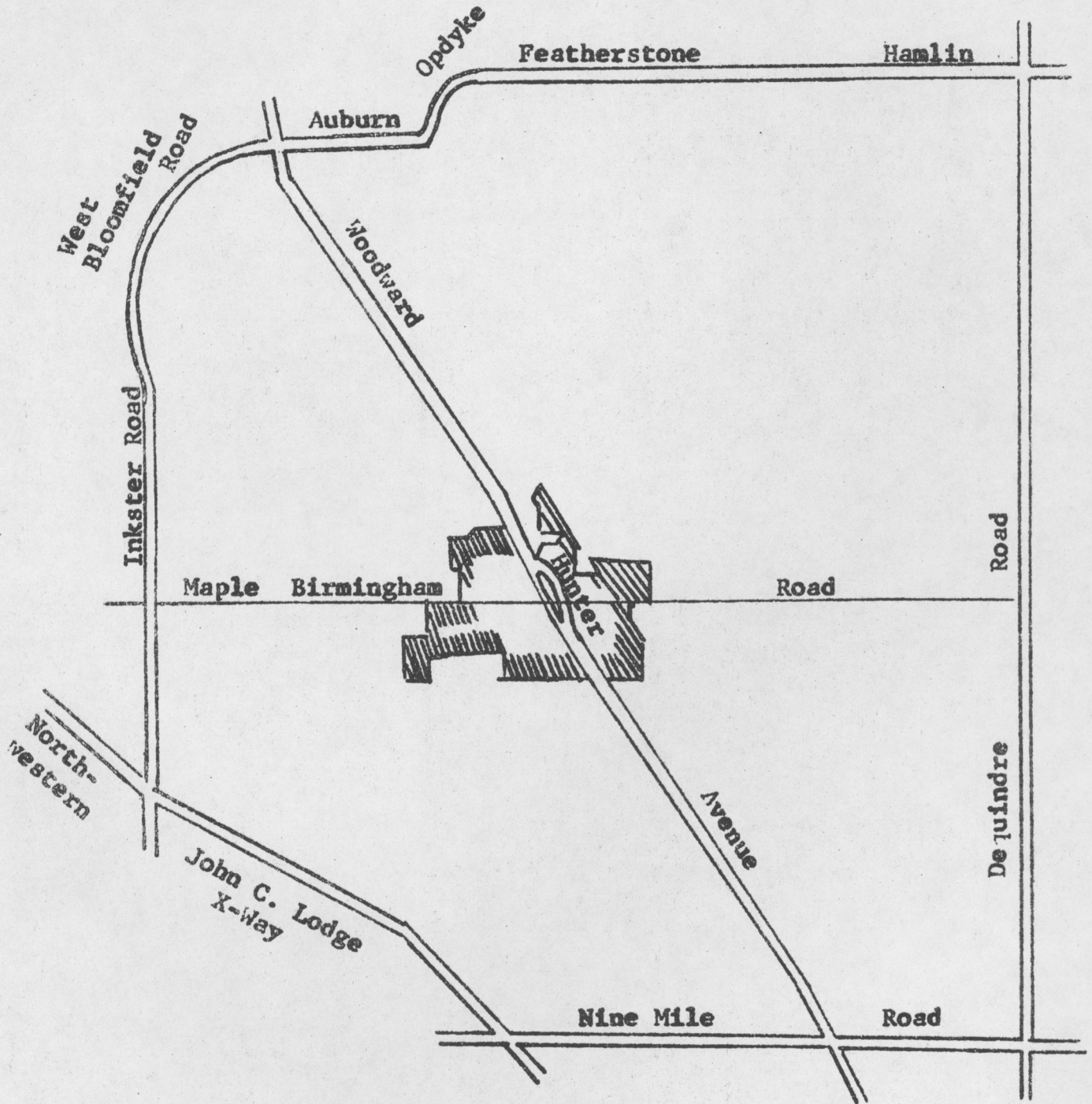
The maximum allowance for any unlisted covered service will be determined by The Company on the basis of comparative severity with services which are listed.

No benefit shall be payable hereunder with respect to:

- (a) Services rendered as a result of sickness or injury arising out of and in the course of employment;
- (b) Services required by the Employer as a condition of employment or rendered through a medical department, clinic, or other similar service provided or maintained by the Employer;
- (c) Contact lenses for cosmetic, convenience or any other purpose except as medically necessary in lieu of regular frames and lenses;
- (d) Sunglasses, even if by prescription;
- (e) Services covered in whole or in part under the Primary Contract or provided for the Subscriber under any other group coverage furnished by or arranged through any employer;
- (f) Services rendered after the date the Subscriber ceases to be covered hereunder except for lenses and frames ordered prior to such termination and delivered within thirty-one (31) days from such date;
- (g) The replacement of frames within twenty-four (24) consecutive months from date of purchase, and the replacement of lenses within twelve (12) consecutive months from date of purchase.

SUPPLEMENT D

BIRMINGHAM FIREFIGHTERS RESIDENCE BOUNDARIES



LETTER AGREEMENT

WHEREAS, the City of Birmingham and the Birmingham Firefighters Association, Local 1248 have entered into an agreement effective June 30, 1974; and

WHEREAS, during the course of negotiations which led to such agreement, the parties agreed on additional matters which they agreed should be incorporated into a letter agreement rather than into the parties' collective bargaining agreement;

NOW, THEREFORE, in consideration for all the promises and considerations set forth in the parties' labor agreement effective June 30, 1974, the parties further agree as follows:

(1) The Fire Department for the City of Birmingham will discontinue its current practice of calling employees on off duty days to test whether they would have been available to report for work. This in no way limits the City's right to contact employees when they are actually needed to perform work.

(2) Should any provisions of state law become effective during the term of this Agreement requiring the payment of overtime that exceed the provisions set forth herein, then the City and Union will meet to engage in meaningful discussions of the impact of overtime.

(3) The City agrees that on request of the representatives of the Fire Department employees on or after July 1, 1975, it will meet and meaningfully discuss with such representatives

the City's pension plan and its impact on Fire Department personnel.
The City and the Union agree that no changes negotiated would be
effective during the 1974-1976 contract.

BIRMINGHAM FIREFIGHTERS
ASSOCIATION, LOCAL 1248

CITY OF BIRMINGHAM

By: /S/ WILLIAM H. GARDNER
President

By: /S/ ROBERT T. KELLY
Mayor

By: /S/ DANIEL KOLICH
Vice-President

By: /S/ BETH COLE
Clerk

By: /S/ GARY V. WHITENER
Secretary

Dated: January 22, 1975

Effective June 30, 1974