

FIRE DEPT.

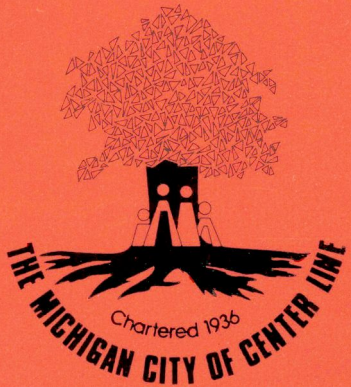
Local #1587



*City of Center Line  
4550 Ten Mile Road  
Center Line, MI 48015*

*Center Line - City of*

CITY OF CENTER LINE



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## AGREEMENT

THIS IS AN AGREEMENT entered into this 30th day of June, 1973 and effective July 1, 1973 by and between the City of Center Line, Michigan, hereinafter referred to as the "Employer" and International Association of Fire Fighters Local No. 1587, hereinafter referred to as the "Union."

## 1. INTENT.

The parties hereto agree that it is mutually beneficial and advantageous to arrange and maintain fair and equitable earnings, labor standards, rates of pay, operating conditions and means of adjustment of any and all disputes which may arise between the parties hereto.

## PURPOSE.

The general purpose of this Agreement is to stabilize relations between the Employer and Employees so as to provide to the fullest extent possible departmental services to promote the health and welfare of the general public in the City.

## 2. RECOGNITION.

Pursuant to the Public Employment Relations Act (Act 366 of P.A. of 1947, as amended), the Employer hereby recognizes the Union during the entire term of this Agreement, as the sole and exclusive collective bargaining agent on behalf of all Employees in the appropriate unit set forth below with respect to wages, hours and other terms and conditions of employment. The Employer further agrees that it will not recognize, deal with or enter into contractual relations, either written or oral, with any labor organization, agency, committee or group in regard to wages, hours or other terms and conditions of employment in behalf of any of its Employees coming within the meaning of this Agreement at any time during the

terms of this Agreement: Provided, that any individual Employee at any time may present grievances to the Employer and have said grievances adjusted without intervention of the Union if the adjustment is not inconsistent with the terms of this Agreement. Provided, that the Union has been given opportunity to be present at such adjustment.

The appropriate unit is:

All regular Fire Department Employees, including Firemen, Sergeants and Fire Marshall, excluding the Commissioner of Public Safety and the Fire Chief.

### 3. UNION SECURITY.

All present Employees of the Employer covered by this Agreement who are members of the Union shall remain members of the Union in good standing for the duration of this Agreement.

### 4. UNION DUES.

(a) Employees may pay membership dues directly to the Union.

(b) The Employer agrees to make monthly collection of Union dues and initiation fees (not including fines or assessments) for any Employee submitting a signed payroll deduction authorization in the form set forth in subparagraph 4(i) below to the Employer and to pay over to the Union the total amount thus deducted for all such Employees.

(c) When Deductions Begin. Check-off deductions under all properly executed Authorization for Check-Off Dues forms shall become effective at the time the application is tendered to the Employer and shall be deducted from the second pay of the month and each month thereafter.

(d) Remittance of Dues to Financial Officer. Deductions for any calendar month shall be remitted to the designated financial officer of the Union as soon as possible after the tenth (10th)

day of the following month. The Employer shall furnish the designated financial officer of the Union monthly with a list of those from whom the Union has submitted signed Authorization for Check-off Dues forms but for whom no deductions have been made.

(e) Termination of Check-off. An Employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Union will be notified by the Employer of the names of such Employees following the end of each month in which the termination took place.

Any Employee may voluntarily cancel or revoke the Authorization for Check-off deduction upon written notice to the Employer and the Union within thirty (30) days prior to the expiration date of this Agreement.

(f) Limit of Employer's Liability. The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by Employees. The Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with Section 4 of this Agreement.

(g) List of Members Paying Dues Directly. The Union will furnish the Employer within fifteen (15) days after the effective date of this Agreement the names of all members paying directly to the Union. Thereafter, the Union will furnish the Employer a monthly list of any changes.

(h) Agency Shop. Any Employee who is not a member of the Union 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 and usual initiation fee and a monthly service charge as a contribution toward the administration of this Agreement in an amount equal to the regular monthly dues. Employees who fail to comply with this requirement within thirty (30) days shall be discharged by the Employer.

(i) Form of Authorization.

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS  
LOCAL NO. 1587

AUTHORIZATION FOR PAYROLL DEDUCTION

By: \_\_\_\_\_ (Name)

Classification \_\_\_\_\_

TO: City of Center Line, Michigan.

Effective \_\_\_\_\_, 19\_\_\_\_, I hereby request and authorize you to deduct from my earnings each month a sufficient amount to provide for the regular payment of the current rate of monthly Union dues and initiation fees as certified by the Union. The amount deducted shall be paid to the Union.

This Authorization shall remain in effect unless terminated by me by written notice to the Union and Employer as set forth in the Agreement.

\_\_\_\_\_ (Name)

\_\_\_\_\_ (Address)

5. STEWARD AND ALTERNATE STEWARD.

(a) Fire fighters shall be represented by a Chief Steward and one other Steward who shall be regular fire fighters and working in the Department.

(b) The Union will immediately notify the Employer through the Fire Chief in writing of the names of its Chief Steward and Steward and any change of personnel in those positions.

(c) The Stewards, during their working hours without loss of time or pay, may (in accordance with the terms of this Section) investigate and present grievances to the Employer upon having

received permission from their Supervisor. The Supervisor will grant permission provided that the Steward's absence will not interfere with the work of the Department. The privilege of Stewards leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused and Stewards will perform their regularly assigned work at all times except as provided herein. Any alleged abuse by either party will be a proper subject for a Special Conference.

6. GRIEVANCES.

In the event of a dispute, difference or disagreement between the Fire Fighters Union and the Employer, the following procedure shall be utilized to adjust the matter:

(a) Step One. When a fire fighter feels that he is aggrieved, he shall, within five (5) working days after the act or incident complained of, present his grievance orally to the Fire Sergeant. The Steward may be present at this step if so requested by the fire fighter.

(b) Step Two. If the fire fighter and the Fire Sergeant are unable to adjust the grievance, it shall be reduced to writing setting forth the facts necessary to an understanding of the issues involved, signed by the fire fighter or his representative and submitted by the Steward to the Fire Chief for resolution.

(c) Step Three. If the grievance still cannot be satisfactorily adjusted in Step Two, it shall be submitted to the Commissioner and City Manager who will endeavor to resolve the matter with the Union's Chief Steward and Steward.

(d) Step Four. If not settled in Step Three, the grievance shall be referred to the City Council who will seek to adjust the

grievance with the Union's Staff Representative, Chief Steward and Steward.

(e) Step Five. In the event that the grievance shall not have been satisfactorily settled in the four preceding steps, either party within seven (7) working days after the date of the conclusion of Step Four above may, by letter to the American Arbitration Society submit the matter to said Society for arbitration and earnest effort shall be made by both parties to expedite arbitration.

7. GRIEVANCE PROCEDURE. TIME OF ANSWERS AND APPEALS.

(a) The Employer will answer in writing any grievance presented to it in writing by the Union within five (5) working days from the date of the meeting at which the grievance was discussed. Working days for purposes of this section shall mean consecutive days of work as though the fire fighter is on a forty (40) hour week.

(b) Any grievance not appealed from an answer at the first step of the grievance procedure to the second step of the grievance procedure within five (5) working days after such answer shall be considered settled on the basis of the last answer and not subject to further review.

(c) A grievance may be withdrawn without prejudice and if so withdrawn, all financial liabilities shall be cancelled. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case. In such event, the withdrawal without prejudice will not affect financial liability.

8. VISITS BY UNION REPRESENTATIVES.

The business representative of the Union shall have reasonable access to the Employer's premises where unit fire fighters work for the purpose of adjusting grievances and representing members of



the Union at any time during working hours provided that contact is first made with an Employer representative and that the visit does not interrupt the normal work of the Department.

9. TRIAL BOARD.

All charges filed pursuant to Section 2-329 of the City of Center Line Code of Ordinances shall be handled exclusively in accordance with Sections 2-327 through 2-351 inclusive of said Ordinances except that said charges may be processed through Step Two of the Grievance Procedure without resort to the remaining steps of the grievance procedure of this Agreement.

10. DISCIPLINE AND DISCHARGE.

(a) Discipline. Disciplinary action or measures may include the following: Oral reprimand. Written reprimand.

(b) Discharge. Fire fighters shall be discharged only for just cause. The Employer, wherever possible, shall give the Steward notice prior to suspension. Any fire fighter found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

11. SPECIAL CONFERENCES.

Special conferences for important matters will be arranged between the Unit Representative and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two representatives of the Employer and at least two representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. The

members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Council or a representative of the International Union.

12. COMPUTATION OF BACK WAGES.

'No claim for back wages shall exceed the amount of wages the fire fighter would otherwise have earned at this regular rate.

13. SENIORITY.

(a) All new fire fighters shall be regarded as probationary fire fighters for the first six (6) months of their employment. In individual cases, the Employer and the Union may mutually agree to extend this provision for an additional sixty (60) days. Upon completion of the probationary period, the fire fighter will be granted seniority ranking from the date of hire. Until given seniority ranking, a fire fighter shall be subject to layoff, discipline or discharge at the sole discretion of the Employer and without recourse to the grievance procedure.

(b) The Union shall represent probationary fire fighters for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Section 1 of this Agreement except discharged and disciplined fire fighters for other than Union activity.

(c) Seniority shall be on a departmental basis in accordance with the fire fighter's last date of hire.

14. SENIORITY LISTS.

(a) Seniority shall not be affected by the race, sex, marital status or dependents of the fire fighter.

(b) The seniority list on the date of this Agreement will show the names and job titles of all fire fighters of the Unit

entitled to seniority.

(c) The Employer will keep the seniority list up to date at all times and will provide the Union Representative with up to date copies at least every ninety (90) days.

15. LOSS OF SENIORITY.

A fire fighter's seniority will continue until he (a) quits, (b) is discharged, (c) is absent without notice or excuse acceptable to the Employer for three (3) or more working days, (d) fails to report for work within seventy-two (72) hours after date of mailing written notification to return to work to the fire fighter's last known address or upon termination of a leave of absence unless such time is extended by the Employer. In proper cases, exception shall be made by the Employer.

16. LAYOFF DEFINED.

(a) The word "layoff" means a reduction in the working force due to a decrease of work or lack of funds.

(b) In all cases of layoff, the principle of straight seniority by department shall be observed and length of service shall govern.

(c) The Employer will, whenever possible, give at least seven (7) days notice prior to layoff to the fire fighters affected together with a list of the names of said fire fighters to the Union.

17. RECALL PROCEDURE.

When an increase in force is necessary, fire fighters previously laid off will be recalled in the order of seniority. Fire fighters so recalled shall be given seven (7) calendar days in which to report to work or make other suitable arrangements with his immediate Supervisor. Recall rights for fire fighters shall expire after a period equal to his seniority.

18. TRANSFERS. TRANSFER OF FIRE FIGHTERS.

If a fire fighter is transferred to a position under the Employer not included in the Unit and is thereafter transferred again to a position within the Unit, he shall have accumulated seniority while working in the position to which he was transferred and shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.

19. PROMOTIONS.

Promotions to positions in the Fire Department above the rank of Fireman shall be competitive and filled by promotions among persons holding positions in the next lower rank in the department who have completed two (2) years in such rank and at least five (5) years in the department. Provided, however, if no person or persons have completed two (2) years in the next lower rank, examinations may be held among persons in such rank as to all intent and purposes as though two (2) years of service had been completed by such persons.

Promotions shall be based upon merit to be ascertained by tests and upon the qualifications of the persons promoted as shown by his previous service and experience. In the event of only one (1) person in the next lower rank, person or persons in the second lower rank may compete for the vacancy if such person or persons have completed at least five (5) years in the Department.

20. VETERANS.

The Employer will comply with the applicable provisions of the Universal Military Training and Selective Service Act, as amended.

21. VETERANS LAW.

Except as herein before provided, the re-employment rights of fire fighters and probationary fire fighters will be limited by

applicable laws and regulations.

22. SPECIAL LEAVE OF ABSENCE FOR VETERANS.

Fire fighters who are in the Armed Forces Reserve of the National Guard shall use accrued vacation time if required to attend summer training.

23. LEAVE OF ABSENCE.

If a fire fighter desires a leave of absence:

(a) For less than seven (7) calendar days, the fire fighter will make the request to the City Manager. If the request is denied, it may be submitted to the Council.

(b) For more than seven (7) calendar days, the fire fighter will submit a written request two (2) weeks prior to the commencement of the proposed leave and upon written permission from the City Manager, a leave of absence for a period of not more than thirty (30) days may be granted a fire fighter. If the aforesaid leave is denied by the City Manager, it may be submitted to the City Council.

(c) The City will grant leave of absence for Union activity for a period of one (1) year with extensions upon request.

24. SICK LEAVE.

Whenever an Employee is unable to report to work due to illness, the necessary time off will be granted on request to the Fire Chief. Employees will be eligible to collect compensation for sick leave after six (6) months service. The foregoing provisions shall neither restrict nor enlarge upon the provisions of the Job Incurred Injury Policy as it relates to Workmens Compensation Benefits and/or the Retirement System established pursuant to Act 345 of P.A. of 1937 relative to total and permanent disability provided for therein.

Employees who have a cause of action for personal injury and settle out of court are obligated to return to the City of Center

Line that amount of money the City paid towards their wages during their length of illness or injury and the City is subrogated to the rights of the Employee.

25. BUSINESS DAYS.

It is recognized that occasionally a situation may arise wherein a fire fighter of the City of Center Line may be compelled to attend, appear or be present at some function which would require an absence from regular working hours during a normal duty day. Upon permission from the Fire Chief for a reasonable cause, the fire fighter may be granted the necessary time off from his normal duty day.

26. JOB INCURRED INJURY.

A member of this Unit who incurred bodily injury arising out of and in the course of actual performance of duty in the service of the City (which bodily injury totally incapacitates such fire fighter from performing any available City employment) shall be entitled to disability compensation upon the following basis and subject to the following provisions:

(a) The fire fighter must be eligible for and receive Workmens Compensation on account of such bodily injury.

(b) The total incapacity, as above set forth, must continue for the duration of the period of compensation.

(c) Any fire fighter suffering an injury within the meaning and definition of the paragraph shall file a report in writing relating to such injury with his Department Head on the day such injury occurs or if physically unable to do so because of the nature of such injury, then a physician's report in writing in relation to such injury shall be filed with such Department Head within one (1) week from the date of injury. The report shall be made upon the form furnished by the City of Center Line and when received by the Department Head shall be transmitted forthwith to the

office of the City Manager.

(d) The fire fighter shall furnish a medical certificate as to the injury and periodic medical progress reports when requested to do so by the City Manager who shall administer this policy.

(e) When a fire fighter feels that he has been aggrieved, the question of eligibility may be submitted to the City Council who shall review, reconsider, alter or terminate compensation hereunder. The decision of the City Council as to eligibility of a City fire fighter for "disability compensation" shall be final.

(f) The fire fighter so incapacitated shall be continued on the City payroll during the period of payment hereinafter set forth.

(g) Disability compensation shall be made to such City fire fighter in the following manner and upon the following basis:

1. The compensation received by such fire fighter under the Workmens Compensation Act shall be supplemented by payment from the Employer of that amount of money necessary to equal his regular salary.

(h) Whenever an Employee has a compensable injury under the Workmens Compensation Act, the Employee is obligated to return to the City of Center Line that amount of money the City paid towards his wages during his length of injury while receiving Workmens Compensation Benefits.

(i) The foregoing provisions shall neither restrict nor enlarge upon the provisions and benefits accorded by the Retirement System established pursuant to Act 345 of Public Acts of 1937 relative to total and permanent disability provided for therein.

#### 27. FUNERAL LEAVE.

(a) Two (2) twenty-four (24) hour duty days off with pay when death occurs to the wife, mother, father or children.

(b) One (1) twenty-four (24) hour duty day off with pay when death occurs to mother-in-law, father-in-law, grandchildren, brother or sister.

(c) One (1) twenty-four (24) hour duty day off with pay when death occurs to other relatives in the immediate family.

(d) Additional time off may be allowed upon approval of the Commissioner of Public Safety, the Fire Chief or the City Manager.

(e) The term "immediate family" as used in this Section shall mean parents, grandparents, husband, wife, children, brothers, sisters, grandchildren, uncles and aunts of the fire fighter or his spouse.

(f) Forty (40) hour per week personnel shall receive in paragraph (a) five (5) days; in paragraph (b) three (3) days and in paragraph (c) one (1) day off with pay.

#### 28. LONGEVITY PAY.

The basis of longevity compensation is as follows:

(a) Eligibility of an Employee shall initially commence when such Employee shall have completed five (5) full years of continuous employment on or before October 31 of any year.

(b) Continuous employment, for the purpose of this policy, shall not be considered as interrupted when absences arise as vacations, sick leave, or leave of absence authorized by the City Manager or Council. Provided, such leave of absence periods shall not be considered in the computation of years of service for longevity compensation.

(c) The compensation used as a basis for computation of longevity for Employees shall be based on a rate of the annual salary not exceeding Eight Thousand Dollars (\$8,000.00) and Nine Thousand Dollars (\$9,000.00) as of July 1, 1975 paid to



such Employee on October 31, provided such Employee qualified as to length of service. Provided, that the compensation to be utilized for computation purposes of a part-time Employee entering upon full time employment shall be the average compensation received by such Employee in the previous five (5) years of employment until such time as five (5) years of full time employment is attained.

(d) The following schedule of payment shall apply:

<u>Step</u>	<u>Continuous years of service on or before October 31 of each year</u>	<u>Percent (%) used but on base not in excess of \$8,000*</u>
1	5 to 10	2%
2	10 to 15	4%
3	15 to 20	6%
4	20 to 25	8%
5	25 and thereafter	10%

The percentage shall not exceed ten percent (10%) nor apply to a salary in excess of Eight Thousand Dollars (\$8,000.00) and Nine Thousand Dollars (\$9,000.00)\* as of July 1, 1975.

(e) Employees voluntarily leaving the employ of the Employer retiring, dismissed for cause, or deceased prior to October 31 of any year, shall not be entitled to longevity payments for the year of leaving nor for any portion thereof. There shall be no pro-ration for a part of the year in which employment terminates for any reason.

(f) Compulsory military service time after a two (2) year period of employment will be included as continuous service time in the computation of future longevity payments, provided the Employee returns to the employ of the Employer within sixty (60) days after release from compulsory service with a branch of the U.S. Armed Forces.

(g) Longevity compensation shall be a separate and distinct annual payment to those eligible Employees but shall be considered a part of the regular compensation and as such subject to withholding tax, social security, retirement deductions and all other deductions required by Federal and State law and the regulations and ordinances of the City of Center Line.

(h) Payments to Employees eligible on October 31 of any year shall be due on December following. The annual period covered in computation of longevity will be from November 1 of each year through and including October 31 of the following year.

29. SUPERVISORS.

In the event it is considered necessary by the Employer, any Employee in the supervisory force may perform any work in any job classification covered by this Agreement when a fire fighter is not displaced and loses no normal or overtime pay.

30. HOURS OF WORK.

(a) Regular Hours. The work schedule of fire fighters shall be for the fire fighting division as prescribed by Act 125, P.A. of 1925 and Act 115, P.A. of 1965, as amended.

The hours of work and duty day currently in effect as of July 1, 1973 will remain in effect throughout the length of this Agreement.

(b) Work Shift. All fire fighters shall be scheduled to work on a regular work shift and each work shift shall have a regular starting time.

(c) Work Schedule. Work schedules showing the fire fighter's shifts, work days and hours shall be posted on all Department bulletin boards at all times.

(d) Call In Time. Whenever off duty personnel are called into service, a minimum of two (2) hours compensation at time and one-half shall be paid as call in time.

(e) Fire Marshall. The normal work day will be 8:00 A.M. to 4:00 P.M., forty (40) hour week, eight (8) hour day as scheduled by the Fire Chief.

31. PREMIUM PAY.

Premium pay at time and one-half the regular rate shall be paid for all time worked beyond regularly scheduled hours. No compensatory time will be allowed to accrue to the credit of the fire fighter.

32. HOLIDAYS.

Fire fighters shall receive their regular rate of pay for six (6) twenty-four (24) hour duty days, based on a forty (40) hour week, to be paid in one lump sum during the month of December each year. Forty (40) hour week personnel will receive twelve (12) days at their regular rate of pay.

33. VACATIONS.

(a) Each twenty-four (24) hour employee will receive seven (7) vacation days upon completing one year of service and continuing until their fifth year. An Employee who has completed five (5) years of service to the City will, on their anniversary date, be eligible to receive two (2) additional days (total: nine [9] which will continue at this same rate until the Employee's twelfth (12th) year of service. Upon completion of twelve (12) years of service, the twenty-four (24) hour Employee will be eligible to receive eleven (11) vacation days per year.

Effective July 1, 1975, vacation benefits for twenty-four (24) hour personnel shall accrue as follows:

<u>24-hour personnel</u>	<u>Vacation days effective 7/1/75</u>
1 - 5 years	8 days
5 - 12 years	10 days
after 12 years	12 days

(b) Each forty (40) hour Employee will receive fourteen (14) vacation days upon completing one (1) year of service and continuing until their fifth (5th) year. An Employee who has completed five (5) years of service to the City will, on their anniversary date, be eligible to receive four (4) additional days (total: eighteen [18] days) which will continue at this same rate until the Employee's twelfth (12th) year of service. Upon completion of twelve (12) years of service, the forty (40) hour Employee will be eligible to receive twenty-two (22) vacation days per year.

Effective July 1, 1975, vacation benefits for the forty (40) hour personnel shall accrue as follows:

<u>40-hour personnel</u>	<u>Vacation days effective 7/1/75</u>
1 - 5 years	16 days
5 - 12 years	20 days
after 12 years	24 days

(c) Vacation days shall not be allowed to accumulate beyond fifteen (15) twenty-four (24) hour duty days or beyond thirty (30) eight (8) hour duty days for forty (40) hour personnel.

(d) All vacation benefits will be granted on July 1st of each year.

#### 34. HOSPITALIZATION, MEDICAL AND DENTAL INSURANCE.

The Employer shall provide hospitalization insurance and surgical fee benefits for qualified Employees and for their

dependents to include MVF-1 with Master Medical and the Obstetrician (OB) and X-Ray (JL) Riders along with the Prescription Drug Program with a Two Dollar (\$2.00) deductible provision as provided in the contract between the Employer and Michigan Hospital Service (Blue Cross) and Michigan Medical Service (Blue Shield) by assuming the monthly premiums for each eligible Employee and his dependents.

The Employer will provide, effective July 1, 1975, dental insurance protection for the Employee and his family by assuming one hundred percent (100%) the cost of the annual premium.

If in its judgment the Employer considers it advisable in the interest of the Employees, another type of local plan or a plan insured by an insurance company or other plan selected by the Employer may be substituted for the plan currently in effect upon agreement with the Union Representative.

35. RETIREMENT.

The Employer shall continue its present retirement system established pursuant to Act 345 of Public Acts of 1937 as amended.

36. LIFE INSURANCE.

The Employer shall provide life insurance in the face amount of Twenty Thousand Dollars (\$20,000) (plus \$20,000 for accidental death) for qualified fire fighters as provided in the contract between the Employer and the John Hancock Life Insurance Company by assuming the payment of the monthly premiums.

If in its judgment the Employer considers it advisable in the interest of the fire fighters, another insurance plan or carrier may be substituted for the current one upon agreement with the Union Representative.

Upon retirement from the City of Center Line, the Employee will receive a Two Thousand Five Hundred Dollar (\$2,500.00) term life insurance policy and the Employer will assume payment of the premium.

37. UNIFORM ALLOWANCE.

(a) The Employer will provide each fire fighter joining the force after the effective date of this agreement with an initial uniform allowance of Three Hundred Fifty Dollars (\$350.00).

(b) All other Employees shall be given a uniform allowance of Three Hundred Dollars (\$300.00) per year.

38. RATES OF PAY PER ANNUM.

The following rates of pay will be effective from July 1, 1973 through June 30, 1974 and will be renegotiated at that time:

<u>Classification</u>	<u>Rate of Pay</u>
Fire Marshall	15,171
Fire Sergeant	14,079
Fire Fighter:	

(a) <u>Start</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>
10,218	10,738	11,843	12,441	13,078

Applies to fire fighters employed after 7/1/73.

(b) <u>Start</u>	<u>1 year</u>	<u>1-1/2 years</u>	<u>2 years</u>	<u>3 years</u>
10,218	10,998	11,557	12,441	13,078

Applies to fire fighters employed prior to 7/1/73.

39. COST OF LIVING ALLOWANCE.

Beginning July 1, 1973, a cost of living allowance will be determined in accordance with changes in the Consumer Index (all cities, single workers included 1957-59=100) published by the Bureau of Labor Statistics, U.S. Department of Labor and hereinafter referred to as the "Index."

Beginning with the Index for July, 1973 as base, the cost of living allowance will be adjusted up or down as shown by the Index

for September, December, March and June. Payment will be made in a lump sum on the first payroll after the Index for these months becomes available. The amount of adjustment of the cost of living allowance for any quarterly period shall be one cent (1¢) per hour based on a 2,080 hour work year for each 0.4 change in the Index.

In no event will a decline in the Index below that of July, 1973 provide for the basis of a reduction in wage scale.

The amount of any cost of living allowance in effect shall be included in computing vacation and holiday pay.

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

Cost of living will revert to zero (0) base each year.

40. TRADING OF DAYS.

Subject to the approval of the Fire Chief, fire fighters shall be permitted to voluntarily trade work days or leave days.

41. RATES FOR NEW JOBS WITHIN THE BARGAINING UNIT.

When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will establish a classification and rate structure to apply. In the event the Union does not agree that the description and rates are proper, the Union shall have the right to submit the matter into the grievance procedure at the second step.

42. UNION BULLETIN BOARD.

(a) The Employer will provide adequate space in the fire apparatus room for a bulletin board which may be used by the Union for posting notices of the following type:

1. Notices of recreational and social events.
2. Notices of Union elections.

3. Notices of results of Union elections.
4. Notices of Union meetings.

(b) A copy of notices will be forwarded to the Employer upon request.

43. EMPLOYER RIGHTS.

The right to hire, promote, discharge or discipline for cause and to maintain discipline and efficiency of fire fighters is the sole and exclusive responsibility of the Employer except that Union members shall not be discriminated against as such. In addition, the services to be performed and means of providing services are the responsibility of the Employer.

44. PAY FOR ACTING RANK.

Whenever a fire fighter (excluding fire marshall) is assigned to a higher rank due to the absence of a ranking officer and for a period longer than eight (8) consecutive duty days, he shall be compensated for this added responsibility by receiving that rate of pay earned by the officer he is replacing.

45. TERMINATION.

This Agreement shall remain in full force and effect until midnight, June 30, 1976 and shall thereafter be continued in full force and effect from year to year after June 30, 1976 unless notice of termination or a desire to modify or change this Agreement is given in writing by either party at least sixty (60) days before the expiration date. Upon receipt of such notice, a conference shall be arranged for within thirty (30) days. This provision shall not be interpreted to require a meeting prior to sixty (60) days before the expiration date of this Agreement.

In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement



upon a new contract, subject to termination by either party on thirty (30) days written notice.

The Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. It is further agreed that neither party has relinquished any rights or given up any position or affected its right to interpret the Collective Bargaining Agreement by the withdrawal or modification of proposals made during the course of negotiations leading to this Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the date referred to above.

CITY OF CENTER LINE

By

*Peter J. Tranchida*

Peter J. Tranchida  
Mayor

By

*John R. Crawford*

John R. Crawford  
City Manager/Clerk

INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS, LOCAL 1587.

By

*Joseph O. O'Leary*

*Pres. 1587*  
(Name and Title)

By

*Arthur J. Kozlowski*

*Sec'y*  
(Name and Title)

LETTER OF AGREEMENT  
 MUTUAL AID  
MACOMB COUNTY AND CITY OF DETROIT

No fire fighter employee shall be required to respond to any fire alarm or otherwise to another community under any Mutual Aid Agreement if such alarm or requested response is related to a fire fighter labor dispute in such other community.

Regarding the City of Detroit.

(1) The fire fighters responding will be full-paid members of the Center Line Fire Department.

(2) The Center Line Fire Station will be adequately manned by a normal complement of personnel before sending fire fighters into the City of Detroit.

CITY OF CENTER LINE

By

*Peter J. Tranchida*  
 Peter J. Tranchida  
 Mayor

INTERNATIONAL ASSOCIATION  
 OF FIRE FIGHERS, LOCAL 1587

By

*Joseph B. G. Lewis*  
*Pres. 1587*  
 (Name and Title)

By

*John R. Crawford*  
 John R. Crawford  
 City Manager/Clerk

By

*Arthur J. Kozlowski*  
*Sec'y*  
 (Name and Title)

LETTER OF AGREEMENT

FOOD ALLOWANCE FOR FIRE FIGHTERS

As agreed to in contract negotiations for the 1973/76 Fire Fighters Agreement, the Center Line Fire Department will receive:

(a) One Hundred Dollars (\$100.00) per month effective July 1, 1973.

(b) One Hundred Twenty-Five Dollars (\$125.00) per month effective July 1, 1974.

(c) One Hundred Fifty Dollars (\$150.00) per month effective July 1, 1975.

This food allowance will be paid in cash into an account to be established for the purpose of acquiring food for the fire fighters.

The cash will be received by a designated fire fighter on a once-a-month basis.

CITY OF CENTER LINE

By

Peter J. Tranchida

Peter J. Tranchida  
Mayor

By

John R. Crawford

John R. Crawford  
City Manager/Clerk

INTERNATIONAL ASSOCIATION  
OF FIRE FIGHTERS, LOCAL 1587

By

Joseph O'Leary  
Int. 1587

(Name and Title)

By

Arthur J. Kozlowski  
Sec'y

(Name and Title)

## LETTER OF AGREEMENT

## HOURS OF WORK

As there is presently proposed changes in the hours of work for fire fighter personnel currently before the Michigan State Legislature, the City of Center Line does hereby agree that should, throughout the term of this contract, law be enacted to change or in any way affect the hours of work for fire fighter personnel, any proposed change will be a proper subject to be negotiated and will not unilaterally affect the hours of work currently in effect.

CITY OF CENTER LINE

INTERNATIONAL ASSOCIATION  
OF FIRE FIGHTERS, LOCAL 1587

By

*Peter J. Tranchida*  
Peter J. Tranchida  
Mayor

By

*Joseph B. O'Leary*  
*Pres. 1987*  
(Name and Title)

By

*John R. Crawford*  
John R. Crawford  
City Manager/Clerk

By

*Arthur J. Kozlowski*  
*Sec'y*  
(Name and Title)

## LETTER OF AGREEMENT

Mark A. Grobbel  
Commissioner of  
Public Safety


Effective 7/1/73, the City of Center Line will provide members of the Center Line Fire Department with annual physical examinations to meet the requirements of Section 11 of Act 268, P.A. of 1968, as amended by Act 260, P.A. of 1969, in addition to which the City will provide the audiogram exam, chest x-ray, EKG and blood test (VDRL).

The City will further provide fire fighter personnel with their choice of clinics between the Maybury Industrial Clinic and the Emergency Industrial Clinic for the purpose of this examination.

As in the past, the cost of said examination will be incurred by the City of Center Line and results will be submitted to this office for the purpose of determining whether or not employees of the Fire Department meet the requirements of Act 268, P.A. of 1968, as amended.

It is the intent of the City of Center Line that all ambulance drivers and attendants meet all the requirements contained in Act 268, P.A. of 1968, as amended by Act 260, P.A. of 1969.

Very truly yours,



JOHN R. CRAWFORD  
City Manager

JRC:jmg

CC: Honorable Mayor and Council  
Fire Chief Norman R. Smith  
President, Local 1587, I.A.F.F.

## LETTER OF AGREEMENT

Mark A. Grobbel  
Commissioner of  
Public Safety

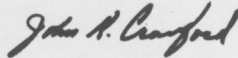
RE: Fire Science Courses

The City policy of paying tuition only for job related courses will continue in force throughout the 1973/76 budget year.

Approval of all courses will be based on clarification of the course under "Fire Science Courses". Only those courses directly relating to the operations of the Fire Department will be approved.

This policy provides for tuition only. Books and fees are not included. Tuition will be reimbursed only upon receipt to the City Manager of an acceptable passing grade.

Very truly yours,



JOHN R. CRAWFORD  
City Manager

JRC:jmg

CC: Fire Chief Norman R. Smith  
President, Local 1587, I.A.F.F.

# International Association of Fire Fighters

AFFILIATED WITH AFL-CIO -- CLC



vi



Joseph B. O'Lear  
PRESIDENT  
8072 Central  
ADDRESS  
Center Line, Michigan  
CITY STATE

Arthur J. Kozlowski  
SECRETARY  
7288 Superior  
ADDRESS  
Center Line, Michigan  
CITY STATE  
November 29, 1973  
DATE

Local No. 1587

To: Chief Norman R. Smith  
From: Center Line Fire-Fighters Local # 1587  
Date: November 29, 1973  
Subject: Change of Schedule

At a meeting held between the Commissioner, Chief Smith and membership of Local # 1587, the question was raised as to the Fire-Fighters position regarding hours and schedule in 1974 negotiation. The Local membership and officers assured the Commissioner and Chief, the union would not put into its demands any change regarding hours or schedule if the two platoon system is put into effect before the 1974 demands are submitted. It is further agreed that we will meet with the City Manager to amend the sections of the contract that maybe in conflict with this agreement relative to schedule and hours of work.

Thank you;

Joseph B. O'Lear, President  
Center Line Fire-Fighters Local 1587

JBO/ajk

38. RATES OF PAY PER ANNUM.

The following rates of pay will be effective from July 1, 1974 through June 30, 1975:

<u>Classification</u>	<u>Rate of Pay</u>				
Fire Marshall	16,328				
Fire Sergeant	15,171				
Fire Fighter:					
(a) <u>Start</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>	
10,998	11,557	12,753	13,403	14,079	
Applies to fire fighters employed <u>after</u> 7/1/73.					
(b) <u>Start</u>	<u>1 year</u>	<u>1-1/2 years</u>	<u>2 years</u>	<u>3 years</u>	
10,998	11,843	12,441	13,403	14,079	
Applies to fire fighters employed <u>prior</u> to 7/1/73.					

The following rates of pay will be effective from July 1, 1975 through June 30, 1976.

<u>Classification</u>	<u>Rate of Pay</u>				
Fire Marshall	17,160				
Fire Sergeant	15,938				
Fire Fighter:					
(a) <u>Start</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>	
11,557	12,142	13,403	14,079	14,794	
Applies to fire fighters employed <u>after</u> 7/1/73.					
(b) <u>Start</u>	<u>1 year</u>	<u>1-1/2 years</u>	<u>2 years</u>	<u>3 years</u>	
11,557	12,441	13,078	14,079	14,794	
Applies to fire fighters employed <u>prior</u> to 7/1/73.					

IT IS FURTHER AGREED THAT the above wages will be readjusted should a settlement through arbitration with Police Locals 1277 and 1917 result in excess of the twelve and one-half percent (12-1/2%) offered the Fire Fighters Local 1587 under a two (2) year contract.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the date referred to above.

CITY OF CENTER LINE

INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS LOCAL 1587

By Pete J. Fundide  
Mayor  
(name and title)

By Joseph B. O'Leary  
President Local 1587  
(name and title)

By John R. Crawford  
City Manager  
(name and title)

By James W. Warner  
Treasurer  
(name and title)