

AGREEMENT

BETWEEN

CITY OF DEARBORN

AND

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

LOCAL 412, AFL-CIO

In accordance with Arbitration
Awards - Pursuant to Act. No. 312
Michigan Public Acts of 1969
Dated June 18, 1971 and March 27, 1972

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Agreement between City of Dearborn
and
International Association of Fire Fighters
Local 412, AFL-CIO

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AGREEMENT

This Agreement is entered into this first day of July, 1972, between the City of Dearborn, a Michigan Municipal Corporation (hereinafter referred to as the "Employer" or the "City"), and the International Association of Fire Fighters, Local 412, AFL-CIO, (hereinafter referred to as the "Union").

ARTICLE I

RECOGNITION

The City recognizes the Dearborn Firefighters Union, Local 412, I.A.F.F., AFL-CIO, as the sole and exclusive bargaining representatives of the employees at all ranks below that of Chief or Acting Chief of the Dearborn Fire Department in respect to rates of pay, hours of work and other terms and conditions of employment.

ARTICLE II

DUES DEDUCTIONS

The City shall deduct from the pay of each employee from whom it receives signed authorization to do so the required amount for the payment of Union dues, fees and assessments or agency shop service fees. Such sums accompanied by a list of employees from whose pay they have been deducted and the amount deducted from each, and by a list of employees who have authorized such deductions and from whom no deductions were made and the reason therefor, shall be forwarded to the Union office within thirty (30) days after such collections have been made.

The Union agrees that if any portion of payments made in behalf of an employee who is not a member of the Union shall be invalidated by any court asserting jurisdiction over the City, the Union shall hold the City harmless therefor and shall undertake to repay such amounts to the employees involved.

ARTICLE III

UNION SECURITY

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 future 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 a 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 City.

ARTICLE IV

UNION ACTIVITIES

Section A.

Employees and their Union representatives shall have the right to join the Union, to engage in lawful concerted activities for the purposes of collective negotiation or bargaining or other mutual aid and protection, to express or communicate any view, grievance, complaint or opinion related to the conditions or compensation of public employment or their betterment, all free from any and all restraint, interference, coercion, discrimination or reprisal.

Section B.

The President, Vice-President, Secretary, and up to three other members of the bargaining unit, shall be recognized by the City insofar as representing the bargaining unit and processing grievances, or in negotiations with the City. No Union business will be performed on City time, other than as required in order to represent members involved in administrative procedures or as permitted elsewhere in this Agreement. Union representatives shall be permitted reasonable time off from their regular duties to investigate and process grievances, however, the representative must make arrangements with his commanding officer before leaving his work station.

Section C.

The Union shall be provided suitable bulletin boards, including at least one at each station, for the posting of Union notices or other materials. Such board shall be identified with the name of the union and the union may designate persons responsible therefor. The bulletin board shall not contain any notices or announcements of a political nature of anything reflecting adversely upon the City or any of its employees.

UNION ACTIVITIES (Continued)

Section D.

The Union may schedule meetings on fire department property insofar as such meetings are not disruptive of the duties of the employees in the efficient operation of the department.

Section E.

Two union officials shall be granted time off with pay to attend annual conventions of the International Firefighters Association. Two Union officials shall be granted time off with pay to attend annual State conventions. The Chief may rescind such authorizations if urgent and immediate service requirements do not permit such time off. The Chief may rearrange the work schedules of such Union officials to make up the lost time later in the year.

ARTICLE V

MANAGEMENT RIGHTS AND SECURITY

Section A.

The Union recognizes the right of the City to operate and manage its affairs in accordance with the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan and the United States, and by the Dearborn City Charter.

Section B.

All rights which ordinarily vest in and are exercised by employers, except as limited by the terms of this Agreement, are reserved to and remain vested in the City, including but without limiting the generality of the forgoing the right:

(1) To discipline or discharge for reasonable and just cause, and the employee may exercise his rights under the terms of this Agreement, and any applicable State laws applying to Veterans.

(2) To lay-off for lack of work or funds, or the occurrence of conditions beyond the control of the City.

MANAGEMENT RIGHTS AND SECURITY (Continued)

(3) To establish reasonable work rules, determine reasonable schedules of work, and determine the methods, processes, and procedures by which said work is to be performed.

(4) To classify positions based on assigned duties and responsibilities, or make changes in assigned duties and responsibilities.

(5) To determine when overtime work is required.

(6) The right of contracting or sub-contracting is vested in the City.

(7) To take whatever actions are necessary and reasonable in situations of emergency to perform the functions of the department.

(8) The right to administer pay and fringe benefit plans.

(9) To direct the work force and to assign the work.

Section C.

The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are essential to the public health, safety and welfare. The Union therefore agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment. The Union further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work, picketing, or any acts that interfere in any manner or to any degree with the services of the City. Any violation of the foregoing may be made the subject of disciplinary action.

ARTICLE VI

GRIEVANCE PROCEDURE

Section A.

A "Grievance" shall mean a complaint by an employee in the bargaining unit which he believes to be a violation, misinterpretation or inequitable application of the provisions of this Agreement, or an inequitable application of the work rules of the department. The term "employee" shall also mean a group of employees having the same grievance. A group grievance shall be only one in which the fact questions and the provisions of the Agreement alleged to be violated are the same as they relate to each and every employee in the group.

Section B.

Most grievances arise from instances of misunderstanding or problems that should be settled promptly and satisfactorily in an informal basis at the work level before they become formal grievances. It is mutually agreed that all grievances, arising under and during the terms of this Agreement shall be settled in accordance with the procedure herein provided:

Step 1. An aggrieved employee may initiate a grievance by submitting such grievance in writing to the Chief of the Department, or his representative, within fifteen (15) days after the occurrence or fifteen (15) days after the matter shall become known to the employee or the Union. The grievance shall be reduced to writing on a form provided by the City, and the form shall set forth: (1) a statement of the grievance and the facts upon which it is based and citing the alleged violation(s) of this agreement or the work rules, and (2) the remedy or correction requested. The Chief, or his representative, shall reply in writing within fifteen (15) days thereafter.

GRIEVANCE PROCEDURE (Continued)

Step 2. If the grievance has not been settled in Step 1, the employer may appeal the grievance to a Grievance Panel within fifteen (15) days following the reply of the Chief, or his representative. Such appeal shall be filed with the Personnel Director. The Grievance Panel shall be made up of an equal number of City and Union representatives, but not more than five (5) of each. Upon receipt of this appeal by the Personnel Director, he shall arrange a meeting of the Grievance Panel within a thirty (30) day period. If a majority of the Panel agrees, it shall render a final decision on the matter within fifteen (15) days. If a majority of the Panel does not agree, either party may within the succeeding fifteen (15) days appeal the matter to Step 3 of this grievance procedure.

Step 3. If the grievance is not settled by a majority vote of the Grievance Panel in the last preceding step within the time provided (unless mutually extended), either party may, in writing, request arbitration, and the other party shall be obliged to proceed with arbitration in the manner hereinafter provided. The parties shall attempt to agree upon an impartial arbitrator. If they cannot so agree within seven (7) calendar days of the request for arbitration, the party requesting the arbitration shall promptly thereafter file the demand for arbitration with the American Arbitration Association in accordance with the then applicable rules of the Association. The expenses of the arbitrator, excepting the parties; own expenses, shall be borne equally by the Union and the City. The arbitrator shall have the authority and jurisdiction to determine the propriety of the interpretation and/or application of the collective bargaining agreement respecting the grievance in question, but he shall not have the power to alter, modify or add to the terms of this Agreement. The decision of the arbitrator shall be final and binding on the parties and affected employees.

GRIEVANCE PROCEDURE (Continued)

Section C.

The grievance procedures provided in this Agreement shall be supplementary to, rather than exclusive of, any procedures or remedies afforded to any employee by law, provided, however, that an employee who elects to appeal to Step 2 of this grievance procedure shall be deemed to have waived the use of any alternative procedures provided by the City.

Section D.

The Union shall have exclusive authority to initiate and prosecute arbitration under Step 3 of this grievance procedure.

ARTICLE VII

WORK RULES

The Chief of the Fire Department and the Union shall review the existing work rules, and propose revisions in areas deemed necessary or appropriate. Either shall have thirty (30) days to respond and make any suggestions regarding those revisions proposed by the other. Suggestions made by the Union shall be advisory only unless they are mandatory subjects of bargaining. It is further provided that upon the completion of the review of the work rules either shall have thirty (30) days to respond further to the total set of rules before they are implemented.

ARTICLE VIII

MAINTENANCE OF CONDITIONS

Wages, hours and condition of employment in effect at the execution of this Agreement shall, except as changed herein, be maintained during the term of this Agreement. No employee shall suffer a reduction in such benefits as a consequence of the execution of this Agreement.