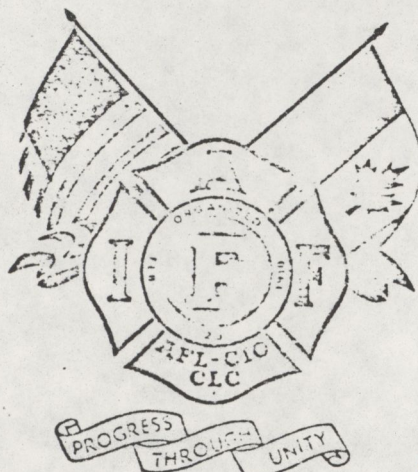


6-30-73

Dearborn Heights

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CITY OF DEARBORN HEIGHTS
AND
DEARBORN HEIGHTS PROFESSIONAL FIREFIGHTER'S UNION
LOCAL 1355



Mayor John L. Canfield
City of Dearborn Heights
6045 Fenton

Dearborn Heights, Michigan 48127

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I N D E X

<u>ARTICLE NO.</u>	<u>TOPIC</u>	<u>PAGE NO.</u>
32	ACTING PAY	19 - 20
5	AGENCY SHOP	2
9	BULLETIN BOARDS	4
6	CHECK OFF	2
1	COLLECTIVE BARGAINING AGREEMENT	1
24	COURT AND MORGUE TIME	15
3	COVERAGE	2
35	DISCIPLINE	21
39	DISTRIBUTION OF AGREEMENT	24
40	DURATION	24 - 25
26	FUNERAL LEAVE	16
36	GRIEVANCE AND ARBITRATION	21 - 22 - 23
30	GUN ALLOWANCE	18 - 19
19	HOLIDAY ROUTINE	9
18	HOLIDAYS & HOLIDAY PAY	7-A - 8 - 9
13	HOURS OF EMPLOYMENT	5
27	INSURANCE - LIFE - MEDICAL	17 - 17-A
25	JURY DUTY	16
16	LONGEVITY PAY	6
34	MAINTENANCE OF CONDITIONS	20 - 21
41	MANAGEMENT RIGHTS CLAUSE	26
14	MANPOWER (OFFICERS)	5
10	MEETINGS	4
22	ON JOB INJURY	12 - 13
12	OTHER AGREEMENTS AND ORGANIZATIONS	4
17	OVERTIME PAY	7 - 7-A
21	PERSONAL TIME OFF (P.T.O.)	12
28	PROTECTIVE CLOTHING	18
2	PURPOSE AND DEFINITION	1
4	RECOGNITION	2
8	RELEASE TIME	3
31	SCHOOLING	19
11	SENIORITY	4
	SENIORITY LIST	27
37	SEPARABILITY	24
33	SHIFT PREMIUM	20
23	SICK LEAVE	13 - 14 - 15
38	STRIKE PROHIBITION	24
29	UNIFORM ALLOWANCE	18
7	UNION ACTIVITIES	3
20	VACATIONS	10 - 11
15	WAGES	5

EXHIBIT A
CITY OF DEARBORN HEIGHTS
FIRE DEPARTMENT SALARY CLASSIFICATION LIST
JULY 1, 1972 - JUNE 30, 1973

<u>CLASSIFICATION</u>	<u>ANNUAL</u>	<u>BI- WEEKLY</u>	<u>DAILY</u>	<u>HOURLY</u>	<u>TIME AND ONE-HALF</u>
<u>CAPTAIN</u>					
12 months	\$16,300.00	\$626.92	\$62.72	\$7.84	\$11.76
START	16,000.00	615.38	61.52	7.69	11.53
<u>FIRE MARSHAL</u>					
12 months	16,300.00	626.92	62.72	7.84	11.76
START	16,000.00	615.38	61.52	7.69	11.53
<u>FIRE INSPECTOR</u>					
12 months	15,550.00	598.07	59.84	7.48	11.22
START	15,250.00	586.53	58.64	7.33	10.99
<u>LIEUTENANT</u>					
12 months	15,550.00	598.07	127.92	5.33	7.99
START	15,250.00	586.53	125.52	5.23	7.84
<u>SERGEANT</u>					
12 months	14,749.13	567.28	121.44	5.06	7.59
START	14,424.13	554.77	118.80	4.95	7.43
<u>PUMP OPERATOR</u>					
12 months	14,137.00	543.73	116.40	4.85	7.28
START	13,787.00	530.26	113.52	4.73	7.10
<u>FIRE FIGHTER</u>					
24 months	13,398.50	515.32	110.40	4.60	6.90
12 months	12,648.50	486.46	104.16	4.34	6.51
6 months	11,948.50	459.55	98.40	4.10	6.15
START	11,328.50	435.71	93.36	3.89	5.84

EXHIBIT "B"

1972

EMPLOYEES HIRED AFTER JULY 1, 1972

	<u>ANNUAL</u>	<u>BI-WEEKLY</u>	<u>DAILY</u>	<u>HOURLY</u>	<u>TIME AND ONE-HALF</u>
<u>FIREFIGHTER</u>					
3 years	\$ 13,500.00	\$ 519.23	\$ 111.12	\$ 4.63	\$ 6.94
24 months	12,900.00	496.15	106.08	4.42	6.63
12 months	12,300.00	473.07	101.28	4.22	6.33
6 months	11,700.00	450.00	96.24	4.01	6.01
START	11,000.00	423.07	90.48	3.77	5.65

ARTICLE 1.
COLLECTIVE BARGAINING AGREEMENT

This agreement entered into July 1, 1972, effective July 1, 1972, for a period of one (1) year, ending June 30, 1973, between the CITY OF DEARBORN HEIGHTS, MICHIGAN, a municipal corporation, hereinafter called the City, and LOCAL #1355 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, also known as the DEARBORN HEIGHTS PROFESSIONAL FIRE FIGHTERS UNION, AFL-CIO, hereinafter called the Union.

WITNESSETH: That the parties hereto, in consideration of the mutual covenants and agreements hereinafter contained, do hereby agree as follows:

ARTICLE 2.
PURPOSE AND DEFINITIONS

Section 1. Purpose

The parties hereto have entered into this Agreement pursuant to the authority of Act 379 of the Public Acts of 1965, as amended, to incorporate understandings previously reached and other matters into a formal contract; to promote harmonious relations between the City and the Union, in the best interests for the community; to improve the public fire fighting service; and to provide an orderly and equitable means of resolving future differences between the parties.

Section 2. Definitions

"City" shall include the elected or appointed representatives of the City of Dearborn Heights, Michigan.

"Union" shall include the officers or representatives of the Union. Whenever the singular number is used, it shall include the plural.

ARTICLE 3.
COVERAGE

This Agreement shall be applicable as to all full time employees of the Fire Department of the City, except the Chief thereof.

ARTICLE 4.
RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining representative of the employees of the Fire Department of the City.

ARTICLE 5.
AGENCY SHOP

It shall be a continuing condition of employment that each employee pay to the Union, sums equivalent to its dues, fees and assessment, as and for an agency fee for the Union's services as collective bargaining representative.

ARTICLE 6.
CHICK-OFF

The City shall deduct, monthly, as dues or equivalent agency service fees as above provided, from the pay of each employee from whom it receives an authorization to do so, the required amount for the payment of Union dues, fees and assessments, or equivalent agency service fees, as above provided. Such sums, accompanied by a list of employees who had authorized such deductions and from whom no deductions were made, and the reasons therefore, shall be forwarded to the Union office within 30 days after such collections have been made.

ARTICLE 7.
UNION ACTIVITIES

General

Employees and their union representatives shall have the right to join the Union, to engage in lawful concerted activities for the purposes of collective negotiations 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.

ARTICLE 8.
RELEASED TIME

Officers and other representatives of the Union shall be afforded reasonable time during regular working hours without loss of pay to fulfill their Union responsibilities, including negotiations with the City, processing of grievances, and administration and enforcement of this Agreement.

Further, that three (3) elected delegates of the Union be authorized up to five (5) work days off with pay to attend a convention, conference or seminar at which their participation is requested, being more than 200 miles from the corporate limits of the City of Dearborn Heights and further, that any such convention conference or seminar held within 200 miles of the corporate limits of the City of Dearborn Heights attended under the same conditions, be authorized up to three (3) work days off with pay.

ARTICLE 9.
BULLETIN BOARDS

The Union shall be provided suitable bulletin boards including at least one (1) at each fire station or ladder house, for the posting of Union notices or other materials, such boards shall be identified with the name of the Union and the Union may designate persons responsible therefor.

ARTICLE 10.
MEETINGS

The Union may schedule meetings on Fire Department property, insofar as such meetings are not disruptive of the duties of the employees or the efficient operation of the Department.

ARTICLE 11.
SENIORITY

Seniority and its application shall be governed by the provisions of Act 73, Public Acts of 1935, as amended.

ARTICLE 12.
OTHER AGREEMENTS AND ORGANIZATIONS

Section 1. Other Agreements

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 hereof.

Section 2. Other Organizations

Employees may belong to other organizations, but not as a condition of employment with the City, nor may such other organizations represent any employee with respect to wages, hours, or conditions of employment or in derogation of the exclusive bargaining agency of this Union.

ARTICLE 13.

EMPLOYEE EMPLOYMENT

Section 1. Work Schedule

The work schedule of employees shall be as prescribed by Act 125, Public Acts of 1925, or amended by Act 115, Public Acts of 1965, as amended; and as (10) forty hours per week personnel, it shall be 8 hours per day, 5 days per week, Monday through Friday, excluding all holidays set forth in this agreement.

Section 2.

The starting time for the Fire Fighting Division shall be 7:00 AM.

Section 3.

Rest time shall not be permitted until 1:00 PM, except on those days observed as Holiday Routines, wherein Holiday Routine applies.

Section 4.

Work other than emergencies shall not be done after 7:00 PM. All station duties and routine work shall be done before 1:00 PM. Any breakdown of equipment may be deemed as an emergency.

Section 5. Trading of Days

Subject to department management requirements, employees shall be permitted to voluntarily trade work or leave days.

ARTICLE 14.

EMPLOYER - OFFICERS

The City shall maintain at least one (1) officer on duty at each station at all times.

The only exception to the above paragraph is:

When the absence of an Officer occurs due to Personal Time Off (P.T.O.) of less than twelve (12) hours, the City shall not be required to maintain an Officer at each Station.

ARTICLE 15.

GENERAL

GENERAL

The salary schedule attached hereto as Exhibit A & B shall be in effect for the term of this Agreement except as mutually agreed to by the City and the Union.

ARTICLE 16.

LONGEVITY PAY

In addition to the salary set forth in the salary schedule attached hereto as Exhibit A & B, employees shall receive longevity pay as follows:

A.	0	to	5 years	-	None
	After		5 years	-	2 %
	After		10 years	-	4 %
	After		15 years	-	5-1/2 %
	After		20 years	-	7 %

B. This longevity plan shall be in effect July 1, 1971.

C. The anniversary date for computing longevity pay shall be January 1st of each year, and shall be paid December 1st next preceding.

D. Longevity pay for an employee having more than 24 months seniority at the time of termination of his employment shall be computed pro rata from date of termination of employment to January 1st of the same year.

ARTICLE 17.
OVERTIME PAY

56 HOUR WEEK PERSONNEL

Time and one half overtime pay shall be paid to all employees for all work in excess of their regularly scheduled work day (24) consecutive hours or work week (56 hours in a 6 calendar day cycle). Such overtime shall be paid at one and one half times the employee's prevailing hourly rate, which for the purpose of this agreement, shall be deemed to be the annual salary for such employee as set forth in Exhibit A & B attached hereto, divided by 2912 hours.

Time and one-half to be paid for all overtime worked with a minimum call-in pay of four (4) hours. He shall be entitled to stay the four (4) hours or may leave and be paid for the time he works, to the even or half hour.

40 HOUR WEEK PERSONNEL

Time and one half overtime pay shall be paid to all employees for all work in excess of their regularly scheduled work day (8) hours or work week (40) hours. Such overtime shall be paid at one and one half times the employee's prevailing hourly rate, which for the purpose of this agreement shall be deemed to be the annual salary of such employee as set forth in Exhibit A & B attached hereto, divided by 2080 hours.

Time and one half to be paid for all overtime worked with a minimum call-in pay of four (4) hours. He shall be entitled to stay the four (4) hours or may leave and be paid for the time he works.

ARTICLE 17. (continued)

OVERTIME PAY

1. Relates to Rescue Runs and Fire Alarms.
2. If a man comes in any time up to the first half hour but no more than the first half hour, he would be required to spend at least the first fifteen minutes in the Station and if he came in after the half hour, he would be expected to spend forty-five minutes in the Station and then he could go home. In the first instance, he would be paid for thirty minutes, in the second instance, he would be paid for one hour. The man may stay the first hour and receive one hours pay.

An example of the above: If a man was on a Rescue Run and would arrive at the Station at 7:05 A.M., he could leave the Station at 7:15 A.M. and be paid for a half hour. If he returned to the Station at 7:30 A.M., and leave the Station at 7:45 A.M., he would be paid for one hour. He shall be entitled to stay until 7:45 A.M.

3. If there is an officer shortage or a manpower shortage at 7:00 A.M. and the man that is called in to work cannot report at 7:00 A.M., the below procedure shall be followed (Paragraph #4.)
4. If there is an officer or manpower shortage at the beginning of a shift, a man shall be required to stay over one (1) hour while a man or an officer is called in for overtime. If the man called in to work cannot report for duty until 7:30 A.M., the man who is to report for duty shall be told to report at 8:00 A.M. The man that is held over shall be required to stay until 8:00 A.M.
5. If any one is called into work for overtime, he shall report to duty as soon as possible, starting on the hour or half hour.
Example: If you call a man at 2:45 P.M., he shall report to work at 3:00 P.M., or 3:30 P.M.

ARTICLE 18.

HOLIDAYS AND HOLIDAY PAY

Section 1. Holidays Defined

The following calendar days or calendar day customarily celebrated in lieu thereof, shall be the holidays for the purpose of this agreement.

ARTICLE 10. - continued -

HOLIDAYS AND HOLIDAY PAY - continued -

Section 1. - Holidays Defined - continued -

- | | |
|--------------------------|----------------------------|
| A. New Year's Day | G. Veteran's Day |
| B. Washington's Birthday | H. Thanksgiving Day |
| C. Easter Sunday | I. Christmas Eve, 1/2 day |
| D. Memorial Day | J. Christmas Day |
| E. Independence Day | K. New Year's Eve, 1/2 day |
| F. Labor Day | |

Section 2. Holiday Pay

- a. Each employee shall receive, in addition to his regular salary, annual holiday pay for such holidays, computed as follows:
- The employee's annual base salary divided by two hundred sixty (260) times ten (10). Where ten (10) represents the number of holidays per year. Annual holiday pay shall be deemed earned as of January 1st of each year and shall be paid on the December 1st next preceding.
- b. A new employee with less than one (1) year seniority shall be entitled to compensation for only those holidays which are celebrated after the date of his employment, at the rate of the employee's annual base salary divided by two hundred sixty (260) for each such full holiday and one half (1/2) for each such one half day.
- c. Upon termination of employment employees with at least one year departmental seniority shall be entitled to receive compensation equal to the number of holidays having occurred since the preceding January 1st and the date of such termination.

ARTICLE 18. - continued -

HOLIDAYS AND HOLIDAY PAY - continued -

Section 1. Holiday Pay for 40 Hour Personnel

40 hour personnel shall receive Holiday Pay at the rate of 8 hours of straight time for each Holiday that falls on Saturday or Sunday during the year whether or not such Holiday is customarily observed on another day. The foregoing shall be in addition to compensation for any work actually performed on such day, as otherwise provided in this agreement.

In the event the Holiday falls during the normal work week (Monday through Friday) the employee may take the day off without loss of regular pay, or he may work the day, in which event the employee shall receive annual Holiday Pay at the rate of 8 hours of straight time for each such Holiday worked in addition to his regular compensation for work actually performed, as otherwise provided in this agreement.

Such annual holiday pay shall be deemed earned as of January 1st of each year and shall be paid on the December 1st next preceding.

ARTICLE 19.

HOLIDAY ROUTINE

1. Shall be observed on the days listed in this Contract as Holidays.
2. The days City Hall is closed.
3. Saturdays and Sundays.
4. There shall be light house keeping only on these days.
5. Saturday.
 - (a) Shall be excluded from the regular work schedule.
 - (b) Any work normally done that could not be done during the week due to bad weather or other conditions shall be deemed an emergency.
6. Rest time shall be permitted on these days.

ARTICLE 20.
VACATIONS

Section 1. Eligibility and Amount

Employees shall be eligible for annual vacations with pay on the following basis:

Fifty six (56) hour week personnel	Summer vacation consisting of
One year department seniority	five (5) consecutive scheduled
	24 hour work days and a winter
	vacation consisting of five (5)
	consecutive scheduled 24 hour
	work days.

Fifty six (56) hour week personnel	Summer vacation consisting of
Seven years department seniority.....	six (6) consecutive scheduled
	24 hour work days and a winter
	vacation consisting of six (6)
	consecutive scheduled 24 hour
	work days.

Forty (40) hour week personnel

One through three years department	
seniority -	One (1) calendar week

Over three years department	
seniority -	Two (2) calendar weeks summer
	vacation
	Two (2) calendar weeks winter
	vacation

Section 2. Anniversary Date

The employee's anniversary date of service for purpose of this Article shall be his personal starting date of employment; provided further, that a new employee shall be entitled to a vacation only in the vacation period next following his first anniversary date of service.

EXAMPLE: Employee hired between April 1, 1967 and September 30, 1967 would be eligible for a vacation on October 1, 1968.

Employee hired between October 1, 1967 and March 31, 1968 would be eligible for a vacation on April 1, 1969.

ARTICLE 20. VACATIONS - continued -

Section 3. Summer Vacations and Winter Vacations

Summer vacations shall be taken between April 1st and September 30th.

Winter vacations shall be taken between October 1st and March 31st.

Section 4. Designation of Vacation Period

Employees shall make known to the Department their preference for their winter and summer vacation periods in advance of the vacation periods as follows:

Winter vacation before September 1st.

Summer vacation before March 1st.

Section 5. Vacation Periods

- a. There shall be a lapse of at least 30 calendar days between the end of each employee's summer vacation and the beginning of his winter vacation, unless this requirement is waived through concurrence of the Department head and the Union Executive Board.
- b. Selections of vacations for each period shall be on a departmental basis by seniority in each unit.
- c. There shall be one (1) officer only on the same Unit on vacation on the same dates.

"Officers" for the purpose of this Contract shall mean Lieutenants and Sergeants.

Section 6. Termination of Employment

In the event employment is terminated prior to an anniversary date, such an employee shall be deemed to have earned vacation pay in the ratio that the number of months from the last anniversary date bears to 12, payable forthwith, at his then prevailing daily rate, based upon an entire year of completed service; plus any vacation pay previously earned, but unpaid.

EXAMPLE (1): Employee hired July 31, 1970 who terminates August 31, 1971 would be entitled to one year's plus one month's (1/12) vacation pay.

ARTICLE 20. VACATIONS - continued -

Section 6. Termination of Employment - continued -

EXAMPLE (2): Same, except terminates October 31, 1971, after taking winter vacation in October, 1971. Employee would be entitled to one year's vacation pay, plus 3/12 vacation pay (July 31 to October 31), less winter vacation pay already received for October, 1971 vacation.

ARTICLE 21.

PERSONAL TIME OFF

1. 56 hour personnel - 48 hours may be taken for any reason except the two listed below (#5 and #6) and this time will not be charged to the man's sick time.
2. 40 hour personnel - 16 hours may be taken for any reason except the two listed below and this time will not be charged to the man's sick time.
3. PTO time allowed is to be taken from July 1 through June 30 of any fiscal year and shall be taken in hourly increments.
4. PTO may be granted by the officer in charge fourteen (14) days in advance of the requested time and date.
5. When manpower is at its minimum, PTO time shall be allowed in an emergency situation only. It shall be allowed for general health and welfare of his family. If the man taking PTO is gone for four (4) hours or less, he will not be replaced.
6. It shall not be used in conjunction with vacation periods and shall in no way be used to extend one's consecutive vacation periods, such as the work day before the vacation starts or the work day after his vacation ends.
7. PTO shall be allowed when a buddy day switch is used on the day before or day after his vacation period.
EXAMPLE: PTO day, buddy day, then vacation.
8. Employees with less than one (1) year on the Department shall not be entitled to PTO and in case of emergency (health and welfare of his family), he shall be given time off. This time to be deducted from his sick leave (hourly increments). Time limit - 24 hours.

ARTICLE 22.
ON THE JOB INJURY

In the event any employee suffers personal injury and/or occupational disease arising out of and in the course of his employment within the meaning of the Workman's Compensation Act, he may return his Workman's Compensation check to the City and in this event he shall be carried on the City Payroll at full pay for his classification from the first day following said injury and/or occupational disease up to 365 days, not necessarily consecutive, following said injury and/or occupational disease. He shall continue to earn sick leave, vacation leave and holiday pay at the regular rate. The City shall continue to fully pay the hospitalization, life insurance and continue to fund the pension and the employee shall receive, if applicable, his longevity pay and shall continue to accumulate seniority. Uniform allowance will be deducted when a person is injured and off the job for any period in excess of one month. (Pro-rata for the period of time off.)

ARTICLE 23.
SICK LEAVE

- A. "Sick Leave Day", for the purpose of this article shall mean a 24 hour duty day for the 56 a week hourly personnel, and an eight hour duty day for the 40 hour a week personnel.
- B. 56 hour personnel shall acquire 24 hours of sick leave credit for each month of service rendered, but not to accumulate in excess of 3360 hours.
- C. 8 hour personnel shall acquire 8 hours of sick leave credit for each month of service rendered, but not to accumulate in excess of 3360 hours.
- D. No employee shall be charged with a sick day if absence of a duty day is due to injury or occupational disease sustained on or in the line of duty.

ARTICLE 23. SICK LEAVE - continued -

- E. 56 hour personnel. In addition to the foregoing, each employee who has a minimum of one (1) year seniority as of January 1 in which he shall actually use 96 hours (4 days) of sick time or less, in any calendar year, will have added to his accumulated bank of sick time, an additional 72 hours (3 days) of sick time over that herein before set forth.
- F. 8 hour personnel. In addition to the foregoing, each employee who has a minimum of one (1) year seniority as of January 1 in which he shall actually use 32 hours (4 days) of sick time or less in any calendar year will have added to his accumulated bank of sick time, as additional 24 hours (3 days) of sick time over that herein before set forth.
- G. When his employment terminates except by reason of retirement or death, an employee shall receive compensation in a sum equivalent to one-half of his accumulative sick leave credits at hourly rates pro-rated on the basis of sick leave accumulation (if 2,000 hours were accumulated as a 56 hour employee, then 1000 hours shall be paid at the 56 hour rate for the position and if 1360 hours were accumulated as a 40 hour employee then 680 hours shall be paid at the 40 hour rate for the position).
- H. When his employment terminates by reason of retirement or death, he or his designated beneficiary (or if no beneficiary has been designated, then as provided for by law), he respectively shall receive compensation in a sum equivalent

ARTICLE 23. SICK LEAVE - continued -

H. (continued) -

to his entire accumulated sick leave credits at hourly rates pro-rated on the basis of sick leave accumulation (if 2,000 hours were accumulated as a 56 hour employee then 2,000 hours shall be paid at the 56 hour rate for the position and if 1360 hours were accumulated as a 40 hour employee then 1360 hours shall be paid at the 40 hour rate for the position).

ARTICLE 24.
COURT AND MORGUE TIME

When an employee of the Fire Department is required to appear in Court or at the Morgue on off-duty he shall be compensated as follows:

Four (4) hours or less of such Court or Morgue time -

One half (1/2) day
compensatory time off
(4 hrs.-40 hr. personnel)
(12 hrs.-56 hr. personnel)

Over four (4) hours of such Court or Morgue time -

One (1) day compensatory
time off
(8 hrs.-40 hr. personnel)
(24 hrs.-56 hr. personnel)

Compensatory time off will be taken at the discretion of the Department and so as not to cause manpower shortage. All compensatory time to be taken within 12 (twelve) months of acquisition and once scheduled, the time off cannot be changed except by mutual consent.

ARTICLE 25.
JURY DUTY

An employee in this unit who serves on jury duty shall receive full pay from the City during such jury duty service and the employee is required to turn over all checks received for such jury duty to the City. An employee on such jury duty will not be expected to report for fire service during the period of that jury duty assignment.

ARTICLE 26.
FUNERAL LEAVE

1. An employee shall be entitled to seven (7) calendar days per funeral to make preparations for and attend the burial and funeral of an immediate member of his family within three hundred (300) miles of the City of Dearborn Heights. An immediate member of the family for this purpose shall be deemed a husband, wife, children, parents, brother, sister, parent-in-law and step-children.
2. He shall be also entitled to four (4) calendar days for the funeral of a step-mother, step-father, half-brother, or half-sister.
3. He shall also be entitled to three (3) calendar days for the funeral of a brother-in-law, sister-in-law, grandparents or grandchildren.
4. One (1) additional calendar day for travel will be given for funerals over three hundred (300) miles.
5. Any additional necessary funeral time shall be charged against accumulated sick leave time. The additional time is subject to the approval of the Chief and if he refuses to grant the extension, this is subject to the grievance procedure of this contract.

ARTICLE 27.
INSURANCE

Section 1. Life and Accident

- a. The City shall maintain, for each employee, life insurance coverage of \$10,000 straight life with additional coverage of \$10,000 for accidental death and scale coverage for dismemberment. The City shall pay the premium costs for such insurance coverage.
- b. The City shall maintain for each employee an off-the-job sickness and accident insurance policy of \$55.00 per week for 26 weeks. The City shall pay the premium cost for such insurance coverage.
- c. Each employee shall be authorized at his own expense to obtain additional coverage or benefits for himself or his dependents beyond that which is herein required of the City.
- d. Employees that retire from the City shall upon such retirement receive a \$2,000 life insurance policy, and the City shall pay all premiums for such coverage.

Section 2. Medical and Hospital

- a. Michigan Blue Cross and Blue Shield Hospitalization and Medical Insurance M.V.F.-1 coverage together with no cost rider coverage shall be continued for all employees at not less than the existing levels and benefits of coverage, and all premiums for such insurance coverage shall be paid by the City.
- b. Prescription - Drug Rider (\$1.00 deductible) P.D.P. Premium to be paid by the City.

ARTICLE 27. (continued)

INSURANCE - (continued)

C. Master Medical - Semi-private room - the N-4 Plan.

Premium to be paid by the City.

Section 3.

BLUE CROSS AFTER RETIREMENT

1. Shall be provided for employee only. Fully paid by the City.
2. The policy in effect upon retirement.
3. This coverage to begin at the age of 55.
4. Any person who retires and goes to work where health insurance is available, shall be dropped from the City's plan, and shall not be reissued.
5. Effective as of May 1, 1972.

ARTICLE 28.

PROTECTIVE CLOTHING

The City shall provide all protective clothing required by the employer.

ARTICLE 29.

UNIFORM ALLOWANCE

- a. The City shall pay each employee \$300.00 per year, payable on June 30th of each year as a uniform allowance.
- b. New employees shall upon hire receive four (4) sets of work blue uniforms from the City without charge, and upon six (6) months of employment shall receive the full clothing allowance of \$300.00. On the June 30th next following, such employee shall receive, in lieu of the \$300.00 otherwise payable, a pro rata portion thereof relative to the months of employment from date of hire omitting the first six (6) months of employment. Thereafter such employee shall receive full uniform allowance on each succeeding June 30th.
- c. Each employee, prior to receiving his uniform allowance, shall submit to the department head a signed statement that he is not indebted to any person, persons or firm, for the purchase of uniforms.
- d. If the employment is terminated, such employee shall receive as his uniform allowance, forthwith, an amount equal pro rata to the period of time such employee has worked since the last preceding June 30th bears to 12 months.

ARTICLE 30.

GUN ALLOWANCE

At the present time, the City does not require any member of this unit to carry a firearm. If and when the City does require any member of this unit to carry a firearm, that member (s) shall receive

ARTICLE 30. GUN ALLOWANCE - (continued) -

a gun allowance and such allowance shall be paid at the current gun allowance rate in effect in the Dearborn Heights Police Department.

ARTICLE 31.

SCHOOLING

The City of Dearborn Heights will pay for tuition and textbooks for Firefighters taking job related courses or courses offered in the firefighting curriculum in local schools and colleges. Reimbursement for books and tuition will be made to the employee by the City after completion of courses where a grade of C or better is attained. All courses must be pre-approved by the Chief of Department. The firefighter must pass the courses with a credit and receipts have to be furnished upon completion in order to be reimbursed. Certificates or diplomas received shall become a part of the Firefighter's Civil Service Personnel Jacket.

ARTICLE 32.

ACTING PAY

1. Temporary assignments for the purpose of filling vacancies will be granted to the seniority man on a station basis for Pump Operators and for command positions described below. Since Fire Sergeants and Lieutenants are both command officers only one need be on duty to fulfill the command requirement and during the absence of one, the other will not receive more compensation. However, if neither Sergeant or Lieutenant are on duty then the Seniority man will assume command.
2. Employees in temporary assignments are to receive the rate of pay of the higher classification for the hours he works in the higher classification except as listed in #3 (top pay).

ARTICLE 32. ACTING PAY - continued -

3. When there is an officer shortage at the start of the 7:00 AM shift, any Acting Rank or Acting Classification assumed will work for no Acting Pay for the first two (2) hours (grace period). If he works for more than the above period, he shall receive pay according to Paragraph #2.
4. Vacancies occur when a person in the Senior Category is absent and there is no other person in the same classification in the station (the only exception to this rule would be in bringing the Senior Sergeant to the Headquarters Station in the event that the Sergeant and Lieutenant in the Headquarters Station are both Absent) that can fill the vacancy.

ARTICLE 33.
SHIFT PREMIUM

40 hour personnel

1. Afternoon shift of 25 cents an hour.
2. No 40 hour personnel are currently assigned to a midnight shift. Should such an assignment be made the City shall work out the shift premium rate with the Union.

ARTICLE 34.
MAINTENANCE OF CONDITIONS

Section 1. Maintenance of Conditions

All classifications and positions in effect at the time of the execution of this agreement shall be maintained during the life of the agreement unless mutually agreed by the City and the Union.

Section 2. Unilateral Changes Prohibited

The City will make no unilateral changes in wages, hours and

ARTICLE 34. MAINTENANCE OF CONDITIONS - continued -

Section 1. Unilateral Changes Prohibited - continued -

conditions of employment during the term of this Agreement, either contrary to the provisions of this agreement or otherwise except as otherwise provided in this Agreement.

Section 3. Relation to Regulations, etc.

It being recognized by both parties that nothing in this agreement shall supersede the authority granted by Public Act 78 as amended.

ARTICLE 35.

DISCIPLINE

Discipline will be as provided for in Act 78 of Public Acts of 1935, as amended.

ARTICLE 36.

GRIEVANCE AND ARBITRATION

Section 1. Grievance Procedure

Should any differences, disputes or complaint arise as to the meaning or application of the provisions of this Agreement, such differences shall be resolved in the following:

STEP 1.

- a. The employee and/or his representative shall present such grievances orally to the employee's Duty Officer within 30 days following the act complained of by the employee.
- b. The Duty Officer shall act upon the grievances so submitted within 3 days after it is presented, and make known his decision to the employee and/or his representative.

STEP 2.

- a. The employee and/or his representative, if not satisfied with the action taken by the Duty Officer upon the grievance, shall reduce the complaint to writing upon a grievance disposition form formerly used by the parties hereto, which form shall

ARTICLE 36. GRIEVANCE AND ARBITRATION - continued -

Section 1. Grievance Procedure - continued -
STEP 2. - continued -

then be presented to the Chief of the Department.

- b. The Chief of the Department shall act upon the grievance within 5 days and make known his decision in writing, upon the grievance form to the employee or his representative.

STEP 3.

- a. If the grievance is not settled at the second step, the employee and/or his representative may send the grievance form to the Mayor.
- b. The Mayor shall obtain the records relating to the grievance, hold hearings to which the employee and/or his representatives shall be invited to attend and have the right to testify concerning the complaint.
- c. The Mayor shall within 10 days after receiving the grievance form make known his decision in writing to the employee and/or his representative.

STEP 4.

- a. If the grievance is not satisfactorily adjusted in the last preceding steps, either party may within three (3) work days in writing, appeal to the Act 78 Civil Service Commission to determine their jurisdiction in this matter. If the Act 78 Civil Service Commission determines they do not have jurisdiction in the matter either party may within three (3) work day request arbitration, and the other party shall be obliged to proceed with arbitration in the manner hereinafter provided. Th

ARTICLE 36. GRIEVANCE AND ARBITRATION - continued -
Section 1. Grievance Procedure - continued -
STEP 4. - continued -

parties shall attempt to agree upon an impartial arbitrator. If they cannot so agree within 7 calendar days of the request for arbitration, the party requesting arbitration shall promptly thereafter file a demand for arbitration with the American Arbitration Association whose then current arbitration rules shall apply. 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 or modify the terms of this agreement. His award shall be final and binding on the parties and affected employees.

STEP 5.

- a. It is recognized by the City that it may be necessary for the employees to file a grievance with the Act 78 Civil Service Commission prior to the times specified in this grievance procedure in order to protect his rights with that Commission.

Section 2. Other Remedies

The Grievance procedures provided in this Agreement shall be supplementary or cumulative to, rather than exclusive of, any procedures or remedies afforded to any employee by law.

ARTICLE 37.
SEPARABILITY

This agreement is subject to the law of the State of Michigan, with respect to the powers, rights, duties and obligations of the City, the Union, and the employees in the bargaining unit, and in the event that any provision of the 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 thereof, such provisions shall be void and inoperative; however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

ARTICLE 38.
STRIKE PROHIBITION

The Union will not engage in, or sanction, strike action during the life of this Agreement, Provided, however, that no employee will be required to respond to a call from or serve in a community whose own fire department employees are known to be engaged in a strike.

ARTICLE 39.
DISTRIBUTION OF AGREEMENT

Copy of this Agreement shall be distributed by the City to all employees.

ARTICLE 40.
DURATION

Section 1. Duration

This agreement shall be effective the 1st day of July, 1972 and shall remain in force and effect to and including June 30, 1973.

ARTICLE 40. DURATION - continued -

Section 2. Future Negotiations

The parties agree that, commencing not later than March 1, 1972 they will undertake negotiations for a new agreement for a succeeding period.

Section 3. 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.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives the day and year first above written.

CITY OF DEARBORN HEIGHTS, MICHIGAN

A Municipal Corporation

by:

John J. Canfield

MAYOR

by:

Robert J. Leckie

CLERK

LOCAL NO. 1355 OF THE

INTERNATIONAL ASSOCIATION OF

FIREFIGHTERS, also known as

DEARBORN HEIGHTS PROFESSIONAL

FIREFIGHTERS' UNION, AFL-CIO, C.L.C.

by:

Lawrence McColl

PRESIDENT

Lucane Olsen

SECRETARY

DATED: 8-10-72

AT : DEARBORN HEIGHTS, MICHIGAN

/nuc