

*Dec. 31, 1974*

AGREEMENT

JANUARY 1, 1974  
THROUGH  
DECEMBER 31, 1974

BETWEEN

LOCAL NO. 1188, INTERNATIONAL  
ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

-AND-

CITY OF HARPER WOODS  
A MICHIGAN MUNICIPAL CORPORATION

*Harper Woods*

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

*City of Harper Woods  
Dammann St.  
Harper Woods, Mich. 48225*

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A G R E E M E N T

THIS AGREEMENT IS ENTERED INTO ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 197\_\_, BY AND BETWEEN THE CITY OF HARPER WOODS, A MICHIGAN MUNICIPAL CORPORATION, HEREINAFTER REFERRED TO AS THE "CITY", AND LOCAL No. 1188, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, ALSO KNOWN AS THE HARPER WOODS FIRE FIGHTERS' ASSOCIATION, HEREINAFTER REFERRED TO AS THE "UNION".

ARTICLE I

THE PARTIES' PURPOSE AND INTENT

THE GENERAL PURPOSES OF THIS AGREEMENT ARE TO SET FORTH THE PARTIES' UNDERSTANDING ON RATES OF PAY, SALARIES, HOURS OF EMPLOYMENT AND OTHER CONDITIONS OF EMPLOYMENT, AND TO PROVIDE PROCEDURES FOR THE ADJUSTMENT OF GRIEVANCES, SO AS TO PROMOTE ORDERLY AND PEACEFUL RELATIONS BETWEEN THE CITY, ITS EMPLOYEES COVERED HEREBY, AND THE UNION WHICH REPRESENTS THEM.

THE PARTIES MUTUALLY RECOGNIZE THAT THE INTEREST OF THE COMMUNITY AND THE JOB SECURITY OF ITS EMPLOYEES DEPEND UPON THE CITY'S SUCCESS IN CONTINUING PROPER SERVICES TO THE COMMUNITY.

THE CITY AND THE UNION ENCOURAGE TO THE FULLEST DEGREE FRIENDLY AND COOPERATIVE RELATIONS BETWEEN THEIR RESPECTIVE REPRESENTATIVES AT ALL LEVELS, AND AMONG ALL EMPLOYEES.

ARTICLE II

THE PARTIES' RIGHTS AND RESPONSIBILITIES

THE UNION RECOGNIZES AND AGREES THAT THE CITY RESERVES AND RETAINS THE SOLE RIGHT TO MANAGE AND OPERATE THE CITY'S AFFAIRS, IN ALL RESPECTS AND AS TO ALL MATTERS IN CONNECTION WITH SUCH RIGHT.

THE CITY RECOGNIZES THAT THE UNION RESERVES THE RIGHT TO GRIEVE, IN ACCORDANCE WITH THE PROCEDURE HEREINAFTER PROVIDED, WHEN ACTION TAKEN BY THE CITY MAY BE CLAIMED, REASONABLY AND SENSIBLY, TO BE CONTRARY TO A SPECIFIC LIMITATION, SET FORTH IN THIS AGREEMENT, OF THE CITY'S RIGHT RECOGNIZED ABOVE.

THE PARTIES MUTUALLY RECOGNIZE AND AGREE THAT IT IS THE RESPONSIBILITY OF ANY EMPLOYEE COVERED BY THIS AGREEMENT PROMPTLY TO PROCEED TO CARRY OUT ANY ORDER GIVEN HIM BY THE CITY - RAISING ANY QUESTION HE HAS AS TO THE CITY'S RIGHT TO GIVE HIM THE ORDER ONLY AFTER HE CARRIES OUT THE ORDER OR INSTRUCTION, AND RAISING THAT QUESTION ONLY ON THE BASIS OF A SPECIFIC PROVISION, OR SPECIFIC PROVISIONS, OF THIS AGREEMENT.

ARTICLE III  
RECOGNITION OF THE UNION

SECTION 1 - DEFINITION OF THE BARGAINING UNIT:

PURSUANT TO AND IN ACCORDANCE WITH ALL APPLICABLE PROVISIONS OF ACT No. 336, PUBLIC ACTS OF MICHIGAN, 1947, AS AMENDED BY ACT No. 379, PUBLIC ACTS OF MICHIGAN, 1965, AND AS SUPPLEMENTED BY ACT No. 312, PUBLIC ACTS OF MICHIGAN, 1969, AS AMENDED BY ACT No. 127, PUBLIC ACTS OF MICHIGAN, 1972, THE CITY DOES HEREBY RECOGNIZE THE UNION AS THE EXCLUSIVE REPRESENTATIVE, FOR THE PURPOSE OF COLLECTIVE BARGAINING IN RESPECT TO RATES OF PAY, WAGES, HOURS OF EMPLOYMENT OR OTHER CONDITIONS OF EMPLOYMENT, FOR THE TERM OF THIS AGREEMENT, FOR ALL EMPLOYEES OF THE CITY INCLUDED IN THE BARGAINING UNIT DESCRIBED AS:

ALL PERMANENT, FULL-TIME, MEMBERS OF THE HARPER WOODS FIRE DEPARTMENT, BUT EXCLUDING FROM SUCH BARGAINING UNIT THE FIRE CHIEF, CLERICAL EMPLOYEES, AND VOLUNTEER FIRE FIGHTERS A MEMORANDUM OF UNDERSTANDING AS TO WHOM IS ATTACHED HERETO AS APPENDIX "A" AND IS, BY THIS REFERENCE, INCORPORATED HEREIN.

SECTION 2 - THE EMPLOYMENT RELATIONSHIP AND UNION MEMBERSHIP:

THE PARTIES MUTUALLY RECOGNIZE THAT WHILE, AS A MATTER OF LAW, THE UNION IS THE EXCLUSIVE REPRESENTATIVE OF ALL THE EMPLOYEES IN THE BARGAINING UNIT ABOVE DESCRIBED, FOR THE PURPOSES OF COLLECTIVE BARGAINING WITH RESPECT TO RATES OF PAY, WAGES, HOURS OF EMPLOYMENT OR OTHER CONDITIONS OF EMPLOYMENT -- THE LAW ESTABLISHES NO OBLIGATION ON THE PART OF SUCH EMPLOYEES TO CONTRIBUTE TO THE UNION'S COSTS INCURRED IN REPRESENTING THEM, SUCH AS THE COSTS IT INCURS IN THE NEGOTIATION AND ADMINISTRATION OF THIS AGREEMENT FOR THE BENEFIT OF ANY, AND ALL, OF THEM.

THE PARTIES ALSO RECOGNIZE THAT ANY EMPLOYEE COVERED HEREBY IS FREE TO JOIN THE UNION AT ANY TIME DURING THE TERM OF THIS AGREEMENT AND, BY UNDERTAKING THE FINANCIAL OBLIGATIONS THAT GO ALONG WITH HIS MEMBERSHIP - SUCH AS INITIATION FEE, PERIODIC DUES, AND ASSESSMENTS - TO SO CONTRIBUTE TO THE UNION'S COST OF REPRESENTING HIM. AND THEY ALSO RECOGNIZE THAT ANY EMPLOYEE IS FREE TO WITHDRAW FROM UNION MEMBERSHIP AT ANY TIME DURING THE TERM OF THIS AGREEMENT, IN ACCORDANCE WITH THE UNION'S CONSTITUTION AND BYLAWS APPLICABLE TO SUCH ACTION.

BELIEVING THAT EACH EMPLOYEE IN THE BARGAINING UNIT ABOVE DESCRIBED SHOULD CONTRIBUTE TO THE UNION FOR ITS SERVICES TO HIM AS HIS BARGAINING AGENT, THE PARTIES AGREE THAT, AS A CONDITION OF CONTINUING EMPLOYMENT:

AN EMPLOYEE WHO IS A MEMBER OF THE UNION SHALL PAY TO IT ITS INITIATION FEE, PERIODIC DUES, AND ASSESSMENTS, AS UNIFORMLY REQUIRED BY THE UNION

OF ITS MEMBERS; AND,

AN EMPLOYEE WHO IS NOT A MEMBER OF THE UNION SHALL PAY TO IT AN AMOUNT EQUAL TO THE UNION'S COST OF REPRESENTING HIM, AS A UNIFORMLY LEVIED SERVICE CHARGE FOR NON-MEMBERS.

THE PARTIES PARTICULARLY NOTE THE APPLICABILITY TO THIS ARTICLE III, SECTION 2, OF ARTICLE XI, SECTION 6, "EFFECT OF INVALIDITY OF PROVISION OF THIS AGREEMENT", APPEARING HEREINAFTER.

SECTION 3 - CHECK-OFF:

SUBJECT TO THE PROVISIONS OF THE SUB-SECTIONS WHICH FOLLOW, THE CITY AGREES THAT, FOR THE DURATION OF THIS AGREEMENT, IT WILL DEDUCT FROM AN EMPLOYEE'S PAY AN AMOUNT EQUAL TO HIS FINANCIAL OBLIGATION TO THE UNION, AS A MEMBER OR NON-MEMBER, AND WILL REMIT SUCH SUMS DEDUCTED TO THE UNION. SUCH DEDUCTIONS FOR A NEWLY-HIRED EMPLOYEE WILL BEGIN ONE (1) CALENDAR MONTH AFTER THE DATE THIS AGREEMENT IS ENTERED INTO, OR ONE (1) CALENDAR MONTH AFTER THE EMPLOYEE'S FIRST DAY OF WORK WITHIN THE BARGAINING UNIT, WHICHEVER BE THE LATER DATE.

A. THE UNION SHALL FURNISH TO THE CITY A COPY OF THE EMPLOYEE'S AUTHORIZATION OF SUCH DEDUCTION, SIGNED BY THE EMPLOYEE. SUCH AUTHORIZATION SHALL BE ON THE UNION'S STANDARD FORM FOR SUCH PURPOSE, IF THERE BE SUCH A FORM, AND, IN ANY EVENT, IT SHALL COMPLY WITH THE REQUIREMENTS OF ANY STATE OR FEDERAL LAW.

(1). ANY DEDUCTION-AUTHORIZATION FORM, FURNISHED BY THE UNION, WHICH THE CITY BELIEVES TO BE INCOMPLETE OR IN ERROR WILL BE RETURNED BY THE CITY TO THE UNION WITH WRITTEN NOTATION OF THE REASON(S) FOR ITS RETURN, AND NO CHECK-OFF SHALL BE MADE UNDER SUCH A FORM UNTIL THE ALLEGED DEFICIENCY IS VOLUNTARILY CORRECTED, OR IS RESOLVED IN ACCORDANCE WITH "(2)" WHICH FOLLOWS.

(2). ANY DISPUTE ABOUT A DEDUCTION-AUTHORIZATION FORM SHALL BE DISCUSSED BETWEEN THE CITY'S CONTROLLER AND THE UNION'S SECRETARY. IF THE MATTER IS NOT SO RESOLVED, THE UNION SHALL SUBMIT THE MATTER IN STEP 3 OF THE GRIEVANCE PROCEDURE WITHIN FIVE (5) BUSINESS DAYS (MONDAY THROUGH FRIDAY) AFTER THE DATE OF THE DISCUSSION; ITS FAILURE TO DO SO SHALL FREE THE CITY FROM ANY OBLIGATION, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, TO CHECK-OFF THE PAYMENTS TO THE UNION OF THE EMPLOYEE INVOLVED.

B. FROM THE FIRST PAY-CHECK ISSUED EACH MONTH THE CITY SHALL DEDUCT ONE-HALF (1/2) OF AN EMPLOYEE'S OBLIGATION TO THE UNION; FROM THE SECOND PAY-CHECK ISSUED EACH MONTH THE CITY SHALL DEDUCT THE OTHER ONE-HALF (1/2) OF THE EMPLOYEE'S OBLIGATION TO THE UNION.

(1). THE CITY WILL MAKE DEDUCTION ONLY IF THE EMPLOYEE HAS ENOUGH PAY DUE TO COVER HIS OBLIGATION TO THE UNION, AND IT WILL NOT BE RESPONSIBLE FOR REFUND TO THE EMPLOYEE IF HE HAS DUPLICATED A CHECK-OFF BY DIRECT PAYMENT TO THE UNION.

C. THE CITY WILL HAND-DELIVER OR MAIL TO THE UNION A CHECK IN THE AMOUNT OF TOTAL DEDUCTIONS MADE IN THE UNION'S BEHALF, ONCE EACH MONTH, NO LATER THAN ONE (1) CALENDAR WEEK AFTER THE DATE OF THE SECOND PAY-DAY IN A MONTH, FROM WHICH CHECK-OFF IS MADE.

D. THE CITY'S REMITTANCE WILL BE DEEMED CORRECT UNLESS THE UNION GIVES WRITTEN NOTICE TO THE CITY'S CONTROLLER, WITHIN TEN (10) BUSINESS DAYS (MONDAY THROUGH FRIDAY) AFTER A REMITTANCE IS HAND-DELIVERED OR MAILED, OF ITS BELIEF, WITH REASON(S) THEREFOR, THAT THE REMITTANCE IS INCORRECT. IF THE CITY AND THE UNION ARE UNABLE TO RESOLVE SUCH A MATTER BY DISCUSSION BETWEEN THE CITY'S CONTROLLER AND THE UNION'S SECRETARY, THE UNION SHALL SUBMIT IT IN STEP 3 OF THE GRIEVANCE PROCEDURE, WITHIN FIVE (5) BUSINESS DAYS (MONDAY THROUGH FRIDAY) AFTER THE DATE OF THE DISCUSSION; ITS FAILURE TO DO SO SHALL CONSTITUTE ITS WITHDRAWAL OF THE MATTER, WITHOUT RECOURSE.

E. THE UNION AGREES TO INDEMNIFY AND SAVE THE CITY HARMLESS AGAINST ANY AND ALL CLAIMS, SUITS OR OTHER FORMS OF LIABILITY ARISING OUT OF ITS DEDUCTION FROM AN EMPLOYEE'S PAY OF AMOUNTS TO COVER HIS OBLIGATIONS TO THE UNION PURSUANT TO THIS ARTICLE III. THE UNION ASSUMES FULL RESPONSIBILITY FOR THE DISPOSITION OF THE DEDUCTIONS SO MADE, ONCE THEY HAVE BEEN HAND-DELIVERED OR MAILED TO THE UNION.

SECTION 4 - UNION MEETINGS ON CITY PROPERTY:

RECOGNIZING THAT, IN THE NATURE OF THE WORK SCHEDULE OF THE EMPLOYEES COVERED HEREBY, ONE-THIRD (1/3) OF THEM ARE ON DUTY ON ANY GIVEN DAY, THE CITY AGREES THAT THE UNION MAY SCHEDULE AND HOLD MEETINGS ON CITY PROPERTY PROVIDED ADVANCE PERMISSION IS OBTAINED FROM THE FIRE CHIEF, OR FROM THE OFFICER IN CHARGE IF THE FIRE CHIEF IS ABSENT FROM THE STATION.

ARTICLE IV  
UNION REPRESENTATION

SECTION 1 - THE UNION'S RECOGNIZED REPRESENTATIVES:

THE LOCAL UNION'S OFFICERS - ITS PRESIDENT, VICE PRESIDENT, AND SECRETARY - SHALL BE THE UNION'S REPRESENTATIVES RECOGNIZED BY THE CITY, AND ANY ONE OF THEM MAY SERVE AS AN EMPLOYEE'S STEWARD IN STEP 1 OF THE GRIEVANCE PROCEDURE. THE

PRESIDENT OF THE LOCAL UNION SHALL SERVE AS CHIEF STEWARD IN STEPS 2 AND 3 OF THE GRIEVANCE PROCEDURE, AND OTHERWISE. SUCH THREE (3) LOCAL UNION OFFICERS SHALL, AS A GROUP, CONSTITUTE THE UNION COMMITTEE.

SECTION 2 - NOTICE TO THE CITY OF THE UNION'S REPRESENTATIVES:

THE SECRETARY OF THE UNION SHALL KEEP THE CITY MANAGER CURRENTLY INFORMED, IN WRITING, OF THE NAMES OF THE UNION REPRESENTATIVES ABOVE PROVIDED FOR.

SECTION 3 - GRIEVANCE TIME AND PAY:

AS IS ALSO PROVIDED FOR HEREINAFTER, IN CONNECTION WITH THE GRIEVANCE PROCEDURE, A UNION REPRESENTATIVE SHALL SUFFER NO LOSS OF TIME OR PAY WHILE PERFORMING HIS SERVICES IN ACCORDANCE WITH THAT GRIEVANCE PROCEDURE.

ARTICLE V  
SENIORITY

SECTION 1 - DEFINITION OF SENIORITY:

AN EMPLOYEE WHO, FOLLOWING HIS MOST RECENT DATE-OF-HIRE, HAS WORKED CONTINUOUSLY FOR THE CITY FOR THE PROBATIONARY PERIOD HEREINAFTER SET FORTH, SHALL HAVE SENIORITY AS OF HIS FIRST DAY OF WORK FOLLOWING SUCH DATE-OF-HIRE. IN APPLYING THE FOREGOING A "DATE-OF-HIRE" WHICH PRECEDES "DATE OF APPOINTMENT" BY THE CITY CIVIL SERVICE COMMISSION SHALL BE THE CONTROLLING DATE-OF-HIRE.

SENIORITY SHALL BE USED OR APPLIED ONLY AS SPECIFICALLY SET FORTH HEREINAFTER IN THIS AGREEMENT.

THE PARTIES RECOGNIZE THAT SENIORITY, FOR THE PURPOSES OF THIS AGREEMENT, IS CREATED IN THIS AGREEMENT AND WOULD TERMINATE WITH THE TERMINATION OF THIS AGREEMENT.

SECTION 2 - SENIORITY LIST:

THE PARTIES HAVE AGREED UPON AND SIGNED, AND EACH PARTY HAS RETAINED A COPY OF, A LIST, DATED MAY 1, 1973, WHICH SHOWS THE NAME, RANK, AND ABOVE-DEFINED SENIORITY DATE, OF EACH EMPLOYEE COVERED BY THIS AGREEMENT AS OF THAT DATE. THE PARTIES AGREE THAT SUCH LIST, A COPY OF WHICH WAS POSTED ON THE BULLETIN BOARD, IS A CORRECT SENIORITY LIST AS OF ITS DATE, AND THAT A SENIORITY LIST WHICH WAS POSTED AND FURNISHED TO THE UNION ABOUT SIX (6) MONTHS THEREAFTER IS ALSO A CORRECT SENIORITY LIST AS OF ITS DATE.

EVERY SIX (6) CALENDAR MONTHS AFTER THE DATE OF THE LATTER SENIORITY LIST ABOVE, THE CITY WILL POST ON THE BULLETIN BOARD AND WILL FURNISH TO THE UNION'S SECRETARY A SENIORITY LIST REFLECTING REVISIONS THEREIN, IF ANY, BETWEEN THE DATE



OF THE IMMEDIATELY PRECEDING LIST AND ONE (1) WEEK PRIOR TO THE DATE OF A LATER POSTED LIST.

IN EFFECTING A PERSONNEL CHANGE THE CITY SHALL BE ENTITLED TO RELY ON THE SENIORITY LIST AS POSTED AT THAT TIME. AN EMPLOYEE SHALL NOTIFY THE CITY'S FIRE CHIEF, IN WRITING, AS CLOSELY AS POSSIBLE TO THE DATE OF SUCH PERSONNEL CHANGE, IF HE THINKS THAT THERE IS AN ERROR IN THE SENIORITY LIST WHICH AFFECTS THAT CHANGE. IF HE DOES SO AND THE FIRE CHIEF AGREES THAT THERE WAS AN ERROR, OR IF IT IS SO AGREED OR DETERMINED IN THE GRIEVANCE PROCEDURE (IN WHICH THE EMPLOYEE MAY PRESENT HIS QUESTION AT STEP 2, IF UNABLE TO RESOLVE THE MATTER BY DISCUSSION WITH THE FIRE CHIEF), THE CITY SHALL INCUR NO LIABILITY FOR AN ERRONEOUS PERSONNEL CHANGE UNTIL THE BEGINNING OF THE TENTH (10TH) WORKING DAY FOLLOWING THE DAY ON WHICH THE EMPLOYEE NOTIFIED THE CITY OF THE ERROR.

SECTION 3 - PROBATIONARY PERIOD FOR SENIORITY:

AN EMPLOYEE SHALL BE CONSIDERED TO BE ON PROBATION AND HE SHALL NOT BE ENTITLED TO SENIORITY UNTIL HE HAS COMPLETED SIX (6) MONTHS OF CONTINUOUS, REGULAR, FULL-TIME, EMPLOYMENT, MEASURED FROM HIS FIRST DAY OF WORK FOR THE CITY IN THE FIRE DEPARTMENT, AFTER HIS MOST RECENT DATE-OF-HIRE (WHICH, AS NOTED IN SECTION 1 OF THIS ARTICLE V, MAY PRECEDE DATE-OF-APPOINTMENT BY THE CITY CIVIL SERVICE COMMISSION).

THE CITY SHALL HAVE NO OBLIGATION TO RE-EMPLOY AN EMPLOYEE WHO IS LAID OFF, OR WHO IS TERMINATED FOR ANY REASON, DURING HIS PROBATIONARY PERIOD -- BUT IF SUCH AN EMPLOYEE IS RETURNED TO WORK OR IS RE-HIRED, HE SHALL START OVER TO FULFILL HIS PROBATIONARY PERIOD.

THE UNION REPRESENTS PROBATIONARY EMPLOYEES AS A MATTER OF COLLECTIVE BARGAINING IN RESPECT TO RATES OF PAY, WAGES, HOURS OF EMPLOYMENT OR OTHER CONDITIONS OF EMPLOYMENT. HOWEVER, IT SHALL NOT REPRESENT A PROBATIONARY EMPLOYEE WHO IS TERMINATED OR DISCIPLINED FOR ANY REASON OTHER THAN HIS UNION ACTIVITY.

SECTION 4 - SENIORITY STATUS:

UPON AN EMPLOYEE'S COMPLETION OF HIS PROBATIONARY PERIOD HE SHALL BE PLACED ON THE SENIORITY LIST AS OF THE DATE OF HIS FIRST DAY OF WORK IN HIS PROBATIONARY PERIOD.

AS BETWEEN ANY TWO (2) OR MORE EMPLOYEES WHO HAVE THE SAME SENIORITY DATE, SENIORITY SHALL BE DETERMINED BY THEIR STANDINGS ON THE CITY CIVIL SERVICE ELIGIBILITY LIST, IN ORDER OF HIGHEST-STANDING HAVING HIGHEST SENIORITY TO LOWEST STANDING HAVING LOWEST SENIORITY.

SECTION 5 - SENIORITY OF EMPLOYEE TRANSFERRED FROM THE BARGAINING UNIT:

IF AN EMPLOYEE IS TRANSFERRED TO A POSITION WITH THE CITY WHICH IS NOT INCLUDED IN THE BARGAINING UNIT, AND HE IS THEREAFTER AGAIN TRANSFERRED TO A POSITION WITHIN THE BARGAINING UNIT, HE SHALL HAVE RETAINED AND ACCUMULATED SENIORITY WHILE WORKING IN THE POSITION OUTSIDE OF THE BARGAINING UNIT.

ARTICLE VI  
USE OF SENIORITY

SECTION 1 - TEMPORARY APPOINTMENTS:

IF THERE IS A TEMPORARY SURPLUS OR DEFICIENCY OF EMPLOYEES IN ANY RANK, THE CITY SHALL HAVE THE RIGHT TO ADJUST SUCH SURPLUS OR DEFICIENCY BY ASSIGNING EMPLOYEES TO WORK IN OTHER RANK(S) FOR WHICH THE CITY DEEMS THEM QUALIFIED.

TEMPORARY APPOINTMENT OF AN EMPLOYEE TO FILL AN OPEN POSITION SHALL END UPON THE APPOINTMENT TO THAT POSITION FROM THE CITY CIVIL SERVICE COMMISSION ELIGIBILITY LIST, OR AFTER SIX (6) MONTHS OF SERVICE IN THE OPEN POSITION WITHOUT APPOINTMENT TO IT, WHICHEVER OCCURS FIRST. TEMPORARY APPOINTMENT OF AN EMPLOYEE IN ANY OTHER SITUATION SHALL BE LIMITED TO THE PERIOD OF THE EXISTENCE OF THE SITUATION OCCASIONING HIS TEMPORARY APPOINTMENT.

SECTION 2 - PERMANENT APPOINTMENTS:

THE PARTIES MUTUALLY RECOGNIZE THAT PERMANENT APPOINTMENT FROM ONE RANK TO ANOTHER IS GOVERNED BY, AND IS HANDLED IN ACCORDANCE WITH, THE POLICIES, PRACTICES, AND PROCEDURES OF THE CITY CIVIL SERVICE COMMISSION.

SECTION 3 - LAYOFFS AND RECALLS:

IF AND WHEN THE SIZE OF THE WORK-FORCE IS TO BE REDUCED, PROBATIONARY EMPLOYEES SHALL BE LAID OFF FIRST. THEREAFTER, SENIORITY EMPLOYEES SHALL BE LAID OFF IN REVERSE SENIORITY ORDER, I.E., STARTING FROM THE BOTTOM OF THE SENIORITY LIST.

WHEN THE SIZE OF THE WORK-FORCE IS TO BE INCREASED AFTER A REDUCTION-IN-FORCE, EMPLOYEES SHALL BE RECALLED IN SENIORITY ORDER, HIGHEST SENIORITY EMPLOYEE AMONG THOSE LAID OFF TO BE RECALLED FIRST, AND SO ON.

ARTICLE VII  
LOSS OF SENIORITY

AN EMPLOYEE SHALL LOSE ALL HIS SENIORITY, HIS NAME SHALL BE REMOVED FROM THE SENIORITY LIST, AND HE SHALL CEASE TO BE AN EMPLOYEE OF THE CITY, IF:

- (1). HE QUILTS; OR,

- (2). HE RETIRES, OR IS RETIRED, FROM THE CITY'S EMPLOYMENT; OR
- (3). HE IS DISCHARGED FOR PROPER CAUSE; OR,
- (4). HE DIES; OR,
- \*(5). HE IS ABSENT FROM WORK, WITHOUT PERMISSION, FOR THREE (3) SUCCESSIVE WORK DAYS ("SUCCESSIVE" WORK DAYS BEING UNDERSTOOD TO INCLUDE WORK DAYS SURROUNDING A PERIOD OF SCHEDULED TIME OFF, BUT NOT TO INCLUDE THE PERIOD OF SUCH TIME OFF ITSELF); OR,
- \*(6). HE FAILS TO REPORT FOR WORK FROM LAYOFF WHEN NOTIFIED TO DO SO IN PERSON OR BY TELEPHONE, BY THE STARTING TIME OF HIS SHIFT ON THE FOURTH (4TH) WORK DAY THEREAFTER, OR BY THE STARTING TIME OF HIS SHIFT ON ANY LATER DAY ON WHICH HE IS ORDERED TO REPORT, OR IF HE FAILS TO REPORT FOR WORK WHEN NOTIFIED TO DO SO BY TELEGRAM OR BY REGISTERED OR CERTIFIED MAIL, BY THE STARTING TIME OF HIS SHIFT ON THE SIXTH (6TH) WORK DAY AFTER SUCH NOTICE IS SENT, OR BY THE STARTING TIME OF HIS SHIFT ON ANY LATER DAY ON WHICH HE IS SO INSTRUCTED TO REPORT; OR,
- (7). HE IS LAID OFF FOR A PERIOD EQUAL TO HIS SENIORITY AT TIME OF LAYOFF, OR FOR A PERIOD OF THREE (3) YEARS, WHICHEVER IS THE SHORTER PERIOD; OR,
- (8). HE GIVES FALSE REASON FOR OBTAINING A LEAVE OF ABSENCE; OR,
- (9). HE ACCEPTS EMPLOYMENT ELSEWHERE WHILE ON A LEAVE OF ABSENCE (OTHER THAN A MILITARY SERVICE OR A UNION BUSINESS LEAVE), OR HE IS SELF-EMPLOYED FOR THE PURPOSE OF MAKING A PROFIT, DURING A LEAVE OF ABSENCE; OR,
- \*(10). HE FAILS TO REPORT FOR WORK AT THE STARTING TIME OF HIS SHIFT ON HIS FIRST WORK DAY AFTER A LEAVE OF ABSENCE; OR,
- (11). HE IS ON SICK LEAVE OF ABSENCE FOR A PERIOD EQUAL TO HIS SENIORITY AT THE TIME SUCH LEAVE OF ABSENCE BEGAN, OR FOR A PERIOD OF THREE (3) YEARS, WHICHEVER IS THE SHORTER PERIOD.

\*HOWEVER, IF AN EMPLOYEE FALLS WITHIN SITUATION "(5)", "(6)", OR "(10)", ABOVE, AND HIS ABSENCE FROM WORK, OR HIS FAILURE TO REPORT FOR WORK, AS THE CASE MAY BE, IS DUE TO ILLNESS OR INJURY OR OTHER SERIOUS REASON BEYOND HIS CONTROL, HE MAY RETAIN HIS SENIORITY IF HE HAS NOTIFIED THE CITY'S FIRE CHIEF BY TELEPHONE CALL, BY TELEGRAM, OR BY MAIL, RECEIVED PRIOR TO THE SENIORITY DEADLINE PROVIDED. IT IS MUTUALLY RECOGNIZED THAT THE CITY MAY REQUIRE SUBSTANTIATION OF THE REASON GIVEN BY AN EMPLOYEE, AND THAT IF THE REASON IS NOT SUBSTANTIATED UPON REQUEST OF THE CITY'S FIRE CHIEF, TO HIS SATISFACTION, THE CITY MAY DETERMINE THAT THE EMPLOYEE'S LOSS OF SENIORITY SHALL STAND, AND THE EMPLOYEE MAY APPEAL SUCH A DECISION TO THE GRIEVANCE PROCEDURE, BEGINNING AT STEP 2.

ARTICLE VIII  
LEAVES OF ABSENCE

SECTION 1 - MILITARY SERVICE LEAVE:

THE CITY AND THE UNION AGREE THAT THE MATTER OF LEAVE OF ABSENCE FOR AN EMPLOYEE DURING THE PERIOD OF HIS MILITARY SERVICE WITH THE ARMED FORCES OF THE

UNITED STATES, AND OF HIS REINSTATEMENT THEREAFTER, SHALL BE GOVERNED BY APPLICABLE STATUTES AND DECISIONS OF THE COURTS. APPLICATION FOR MILITARY SERVICE LEAVE SHALL BE MADE TO THE CITY'S FIRE CHIEF AND AS FAR IN ADVANCE AS THE EMPLOYEE CAN DO SO.

SECTION 2 - PERSONAL BUSINESS LEAVE:

AN EMPLOYEE SHALL HAVE THE RIGHT TO APPLY, IN WRITING, TO THE CITY'S FIRE CHIEF FOR A LEAVE OF ABSENCE, FOR A PERIOD NOT TO EXCEED ONE (1) CALENDAR MONTH, FOR REASONS OF PERSUASIVE NATURE WHICH HE SHALL STATE IN HIS APPLICATION. GRANTING OF SUCH LEAVE SHALL BE IN THE CITY'S DISCRETION, SUBJECT TO THE EMPLOYEE'S RIGHT TO APPEAL A DENIAL OF LEAVE TO THE GRIEVANCE PROCEDURE, BEGINNING AT STEP 2. IF THE LEAVE IS GRANTED, SENIORITY SHALL BE RETAINED AND ACCUMULATED DURING THE PERIOD OF LEAVE.

EXTENSION OF A PERSONAL BUSINESS LEAVE OF ABSENCE MAY BE GRANTED, IN THE CITY'S DISCRETION, SUBJECT TO THE EMPLOYEE'S RIGHT TO APPEAL A DENIAL TO THE GRIEVANCE PROCEDURE, AS ABOVE, FOR A FURTHER PERIOD OR PERIODS, TO A TOTAL PERIOD OF PERSONAL BUSINESS LEAVE OF ABSENCE OF NOT TO EXCEED THREE (3) CALENDAR MONTHS -- IF THE REASON FOR LEAVE IS ILLNESS OR INJURY IN THE EMPLOYEE'S IMMEDIATE FAMILY (SPOUSE, CHILD OR OTHER FAMILY MEMBER RESIDING IN THE SAME HOUSEHOLD AS THE EMPLOYEE, AND DEPENDENT TO THE EXTENT THAT A FEDERAL INCOME TAX EXEMPTION, IN THE MOST RECENT YEAR OF FILING, WAS CLAIMED BY A MEMBER OF THE HOUSEHOLD), AND IF THE EMPLOYEE FURNISHES TO THE CITY'S FIRE CHIEF A DOCTOR'S WRITTEN OPINION THAT IT WOULD BE ADVISABLE FOR THE EMPLOYEE TO BE AT HOME TO ATTEND THE ILL OR INJURED FAMILY MEMBER. DURING SUCH AN EXTENSION, OR EXTENSIONS, OF PERSONAL BUSINESS LEAVE, SENIORITY SHALL BE RETAINED, BUT IT SHALL NOT BE ACCUMULATED.

SECTION 3 - SICK LEAVE:

AN EMPLOYEE WHO BECOMES ILL OR SUFFERS AN INJURY, AND WHO OFFERS HIS DOCTOR'S CERTIFICATE AS TO THE NECESSITY FOR LEAVE OF ABSENCE AS A RESULT THEREOF, SHALL BE GRANTED LEAVE OF ABSENCE. APPLICATION FOR SUCH LEAVE SHALL BE MADE, IN WRITING, TO THE CITY'S FIRE CHIEF.

EXTENSION(S) OF SICK LEAVE SHALL BE GRANTED, ON THE EMPLOYEE'S APPLICATION SIMILARLY SUPPORTED BY HIS DOCTOR'S STATEMENT.

SENIORITY SHALL BE RETAINED AND ACCUMULATED DURING A SICK LEAVE OF ABSENCE TO THE EXTENT PROVIDED IN ARTICLE VII HEREOF.

AN EMPLOYEE RETURNING FROM SICK LEAVE OF ABSENCE MAY BE REQUIRED BY THE CITY, IN ITS DISCRETION, TO FURNISH A DOCTOR'S STATEMENT AS TO HIS FITNESS FOR THE WORK

TO WHICH HE WILL BE ASSIGNED FOLLOWING HIS LEAVE.

SECTION 4 - UNION BUSINESS LEAVE:

UNION BUSINESS LEAVE OF ABSENCE SHALL BE GRANTED FOR THE PERIOD OF SERVICE FOR THE UNION, PROVIDED, HOWEVER, THAT NOT MORE THAN ONE (1) EMPLOYEE SHALL BE ON SUCH LEAVE AT ANY ONE TIME, THAT SUCH LEAVE SHALL NOT EXCEED THIRTEEN (13) CALENDAR WEEKS IN DURATION; AND THAT THE REQUEST FOR LEAVE SHALL BE MADE SUFFICIENTLY IN ADVANCE TO PERMIT THE CITY ADEQUATE TIME TO COVER THE WORK OF THE EMPLOYEE FOR WHOM LEAVE IS REQUESTED. A REQUEST FOR LEAVE FOR UNION BUSINESS SHALL BE MADE IN WRITING, SHALL BE SUBMITTED BY THE UNION'S SECRETARY TO THE CITY'S FIRE CHIEF, AND SHALL STATE THE GENERAL PURPOSE FOR WHICH UNION BUSINESS LEAVE IS REQUESTED.

SENIORITY SHALL BE RETAINED AND ACCUMULATED DURING THE PERIOD OF A UNION BUSINESS LEAVE OF ABSENCE. THE CITY WILL REIMBURSE EMPLOYEE(S), AT REGULAR, STRAIGHT-TIME RATE, FOR WORK-TIME LOST WHILE ON UNION BUSINESS LEAVE, UPON REIMBURSEMENT REQUEST ACCOMPANYING THE UNION SECRETARY'S REQUEST FOR SUCH LEAVE FOR AN EMPLOYEE -- BUT WILL NOT MAKE SUCH REIMBURSEMENT FOR MORE THAN A TOTAL OF FIVE (5) WORK DAYS IN THE CALENDAR YEAR JANUARY 1 THROUGH DECEMBER 31.

ARTICLE IX

HOURS OF WORK AND WAGE-RATES

SECTION 1 - HOURS OF WORK:

A. THE WORK DAY:

THE WORK DAY FOR EMPLOYEES IN THE FIRE FIGHTING DIVISION SHALL BE A TWENTY-FOUR (24) HOUR PERIOD, BEGINNING AT 7:00 O'CLOCK, A.M., LOCAL TIME AS OBSERVED BY THE CITY.

THE WORK DAY FOR OTHER EMPLOYEES OF THE FIRE DEPARTMENT SHALL BE FROM 8:00 O'CLOCK, A.M., TO 4:30 O'CLOCK, P.M. LOCAL TIME AS OBSERVED BY THE CITY, DAILY.

THE CITY AND THE UNION MUTUALLY AGREE THAT AN EMPLOYEE MUST BE AT HIS DUTY STATION AT THE STARTING TIME OF HIS SHIFT. THEY ALSO AGREE THAT, SINCE PROTECTION OF PERSONS AND PROPERTY COMES FIRST, AN EMPLOYEE IN THE FIRE FIGHTING DIVISION WILL CONTINUE THE PRESENT PRACTICE OF REPORTING AT HIS DUTY STATION EIGHTLY AHEAD OF HIS STARTING TIME SO THAT THE EMPLOYEE(S) GOING OFF-SHIFT MAY PASS ON WORK INFORMATION TO HIM -- AND OF STAYING ON-SHIFT UNTIL RELIEVED OF DUTY.

B. THE WORK SCHEDULE; MANPOWER ON DUTY; TRADING OR COVERAGE OF WORK TIME:

RECOGNIZING THE PROVISIONS OF ACT 125, PUBLIC ACTS OF MICHIGAN, 1925, AS AMENDED BY ACT 115, PUBLIC ACTS OF MICHIGAN, 1965, THE PARTIES AGREE THAT FIRE

FIGHTING EMPLOYEES SHALL BE SCHEDULED ON A THREE-PLATOON BASIS, AND THAT OTHER EMPLOYEES COVERED HEREBY SHALL BE SCHEDULED FOR A FIVE-DAY, FORTY-HOUR, WEEK.

IN THE EVENT THE ABOVE-MENTIONED ACT(S) BE MODIFIED OR AMENDED DURING THE TERM OF THIS AGREEMENT, THE CITY AGREES THAT, AT THE UNION'S REQUEST, IT WILL DISCUSS WITH THE UNION REVISION OF THE FIRE FIGHTING WORK SCHEDULE JUST ABOVE AND OF OTHER MATTERS IN THIS AGREEMENT REASONABLY RELATED TO THAT SCHEDULE.

THE PARTIES MUTUALLY RECOGNIZE THAT IT IS WITHIN THE SOLE DISCRETION OF THE FIRE CHIEF (OR OF HIS DESIGNEE, IN HIS ABSENCE) TO DETERMINE THE SIZE OF THE FIRE FIGHTING WORK FORCE ON DUTY ON A SCHEDULED SHIFT, AND THAT SUCH DETERMINATION IS SUBJECT TO THE FOLLOWING CONSIDERATIONS, AMONG OTHERS:

THE POLICY OF THE CITY'S CITIZENS, EXPRESSED THROUGH THEIR COUNCIL, AS TO THE SIZE OF THE FIRE FIGHTING WORK FORCE TO BE EMPLOYED.

THE LEGITIMATE INTEREST OF A FIRE FIGHTER TO PERFORM HIS FIRE FIGHTING DUTIES IN AND WITH A FIRE FIGHTING GROUP OF ADEQUATE SIZE SO THAT HE IS NOT EXPOSED TO UNREASONABLE HAZARDS IN AN INHERENTLY HAZARDOUS OCCUPATION.

THE NUMBER OF FIRE FIGHTERS, AMONG THOSE SCHEDULED FOR WORK, WHO ARE AVAILABLE TO WORK -- NOT BEING EXCUSEDLY ABSENT FOR REASONS SUCH AS ILLNESS OR INJURY, HOLIDAY(S) OFF, VACATION.

THE PROVISIONS OF THE ABOVE-IDENTIFIED MICHIGAN PUBLIC ACTS.

THE NUMBER OF FIRE FIGHTERS, AMONG THOSE NOT SCHEDULED FOR WORK, WHO ARE AVAILABLE TO WORK, AND WILLING TO WORK, ON THE SHIFT.

EMPLOYEES MAY TRADE WORK DAYS, OFF-DUTY DAYS, OR A PERIOD OF WORK HOURS, AND ONE EMPLOYEE MAY VOLUNTARILY COVER THE WORK DAY OR A PERIOD OF WORK HOURS OF ANOTHER EMPLOYEE, PROVIDED, HOWEVER, THAT APPROVAL OF DOING SO IS OBTAINED, IN WRITING, FROM THE OFFICER-IN-CHARGE OF THE SHIFT ON WHICH THE NON-SCHEDULED EMPLOYEE WOULD WORK. IN SUCH CASES, AUTHORITY AND PAY AND ANY OTHER EMPLOYMENT FACTOR WILL BE HANDLED AS THOUGH THE ORIGINALLY SCHEDULED EMPLOYEE HAD WORKED.

C. GENERAL:

THE FOREGOING PROVISIONS OF THIS SECTION 1 ARE INTENDED TO INDICATE THE SCHEDULING OF HOURS OF WORK AND SHALL NOT BE CONSTRUED AS A GUARANTEE OF HOURS OF WORK.

SECTION 2 - WAGE RATES:

A. PRESENT JOBS:

THE CLASSIFICATIONS OF WORK COVERED BY THIS AGREEMENT, AS OF THE DATE IT

IS ENTERED INTO, AND THE ANNUAL SALARY OF EMPLOYEES IN SUCH CLASSIFICATIONS, SHALL BE AS SET FORTH IN APPENDIX "B" WHICH IS ATTACHED HERETO AND WHICH IS, BY THIS REFERENCE TO IT, INCORPORATED HEREIN.

B. TEMPORARY APPOINTMENT:

(1). THROUGHOUT THE PERIOD OF HIS TEMPORARY APPOINTMENT TO FILL A POSITION OPEN ON THE CITY CIVIL SERVICE COMMISSION ELIGIBILITY LIST AN EMPLOYEE SHALL BE PAID THE RATE OF HIS REGULAR JOB, OR THE RATE OF THE OPEN POSITION, WHICHEVER IS THE HIGHER RATE.

(2). ON HIS FIRST SCHEDULED SHIFT ON WHICH HE IS APPOINTED TO PERFORM WORK OTHER THAN HIS REGULAR JOB, A FIRE FIGHTER SHALL BE PAID THE RATE OF HIS REGULAR JOB. ON SUCCEEDING SCHEDULED SHIFTS ON WHICH HE IS APPOINTED OUT OF HIS REGULAR JOB, HE SHALL BE PAID THE RATE OF HIS REGULAR JOB, OR THE RATE OF THE JOB TO WHICH HE IS APPOINTED, WHICHEVER IS THE HIGHER RATE, UNTIL HE RESUMES WORK IN HIS REGULAR JOB ON A SCHEDULED SHIFT.

ON THE FIRST THREE (3) SUCCESSIVE SCHEDULED SHIFTS ON WHICH HE IS APPOINTED TO PERFORM WORK OTHER THAN HIS REGULAR JOB, A SERGEANT OR LIEUTENANT SHALL BE PAID THE RATE OF HIS REGULAR JOB. ON SUCCESSIVE SCHEDULED SHIFTS THEREAFTER ON WHICH HE IS APPOINTED OUT OF HIS REGULAR JOB, A SERGEANT OR LIEUTENANT SHALL BE PAID THE RATE OF HIS REGULAR JOB, OR THE RATE OF THE JOB TO WHICH HE IS APPOINTED, WHICHEVER IS THE HIGHER RATE, UNTIL HE RESUMES WORK IN HIS REGULAR JOB ON A SCHEDULED SHIFT.

(3). DURING A SHIFT NOT ON HIS SCHEDULE, BUT WHICH HE WORKS, AN EMPLOYEE WHO IS NOT ASSIGNED TO THE WORK OF HIS REGULAR JOB SHALL BE PAID THE RATE OF HIS REGULAR JOB, OR THE RATE OF THE JOB TO WHICH HE IS ASSIGNED, WHICHEVER IS THE HIGHER RATE.

(4). DURING THE PERIOD FOR WHICH AN OFF-DUTY EMPLOYEE IS CALLED IN TO WORK BECAUSE OF AN EMERGENCY SITUATION, HIS STRAIGHT-TIME RATE SHALL BE THE RATE OF HIS REGULAR JOB, OR THE RATE OF THE JOB TO WHICH HE IS ASSIGNED DURING THE PERIOD OF CALL-IN, WHICHEVER IS THE HIGHER RATE (AND HE SHALL BE PAID A PREMIUM ON THAT STRAIGHT-TIME RATE AS IS PROVIDED FOR IN ARTICLE X, SECTION 2, "CALL-IN PAY").

ARTICLE X

WAGE SUPPLEMENTS

(IN ALPHABETICAL ORDER)

SECTION 1 - BEREAVEMENT TIME, WITH PAY:

AT THE TIME OF THE DEATH OF A MEMBER OF HIS IMMEDIATE FAMILY, AS DEFINED BE-

LOW, AN EMPLOYEE SHALL BE GRANTED LEAVE OF ABSENCE, AS A PERSONAL BUSINESS LEAVE, SO THAT HE MAY MAKE FUNERAL ARRANGEMENTS, ATTEND THE FUNERAL, ETC., FOR A PERIOD OF TIME WHICH IS OF DURATION APPROPRIATE TO THE CIRCUMSTANCES PRESENTED (SUCH AS OUT-OF-TOWN TRAVEL INVOLVED). HE SHALL BE PAID FOR NOT TO EXCEED TWO (2) OF HIS SCHEDULED WORK DAYS OF SUCH PERSONAL BUSINESS, BEREAVEMENT, LEAVE, IF THE FUNERAL IS HELD WITHIN THE STATE OF MICHIGAN, AND FOR NOT TO EXCEED THREE (3) OF HIS SCHEDULED WORK DAYS OF SUCH LEAVE IF THE FUNERAL IS HELD ELSEWHERE.

"IMMEDIATE FAMILY" SHALL MEAN GRANDPARENT, PARENT, FATHER-IN-LAW, MOTHER-IN-LAW, SPOUSE, CHILD, CHILD-BY-LAW, GRANDCHILD, BROTHER OR SISTER, WHEREVER THEY MAY HAVE RESIDED, OR ANY OTHER FAMILY MEMBER WHO RESIDED IN THE SAME HOUSEHOLD AS THE EMPLOYEE TO THE EXTENT THAT A FEDERAL INCOME TAX EXEMPTION, IN THE MOST RECENT YEAR OF FILING, WAS CLAIMED BY SOME MEMBER OF THE EMPLOYEE'S HOUSEHOLD.

THE CITY MAY REQUIRE VERIFICATION OF THE DEATH AND/OR OF THE RELATIONSHIP OF THE EMPLOYEE TO THE DECEASED, AT ITS DISCRETION, FOLLOWING THE LEAVE AND BEFORE MAKING PAYMENT FOR BEREAVEMENT TIME. THE CITY MAY WITHHOLD PAYMENT IF THE EMPLOYEE DID NOT MAKE PROMPT REQUEST FOR LEAVE, PRIOR TO TAKING THE TIME OFF, SO THAT HIS WORK COULD BE COVERED IN HIS ABSENCE.

#### SECTION 2 - CALL-IN PAY:

AN OFF-DUTY EMPLOYEE WHO IS CALLED IN TO WORK TO MEET AN EMERGENCY SITUATION SHALL BE GUARANTEED AT LEAST ONE (1) HOUR'S WORK OR PAY THEREFOR. HE SHALL BE RELEASED FROM DUTY WHEN THE EQUIPMENT IS BACK IN SERVICE. HE SHALL BE PAID FOR CALLED-IN TIME ON DUTY AT THE RATE OF TWO (2) TIMES HIS STRAIGHT-TIME RATE.

#### SECTION 3 - COST-OF-LIVING ALLOWANCE:

ALL EMPLOYEES SHALL RECEIVE A COST-OF-LIVING ALLOWANCE PURSUANT TO THE FOLLOWING PROVISIONS THEREFOR:

##### A. THE INDEX TO BE FOLLOWED:

THE COST-OF-LIVING ALLOWANCE WILL BE DETERMINED IN ACCORDANCE WITH CHANGES IN THE CONSUMER PRICE INDEX FOR URBAN WAGE EARNERS AND CLERICAL WORKERS (INCLUDING SINGLE WORKERS), PUBLISHED BY THE U.S. DEPARTMENT OF LABOR STATISTICS (1957-1959=100), AND HEREINAFTER REFERRED TO AS THE BLS CONSUMER PRICE INDEX.

IT IS AGREED BETWEEN THE PARTIES THAT THE CONTINUANCE OF THE COST-OF-LIVING ALLOWANCE IS DEPENDENT UPON THE AVAILABILITY OF THE OFFICIAL MONTHLY BLS CONSUMER PRICE INDEX IN ITS PRESENT FORM AND CALCULATED ON THE SAME BASES AS THE INDEX FOR OCTOBER 15, 1973, UNLESS OTHERWISE AGREED BY THE PARTIES.



B. THE DATES AND BASIS OF ADJUSTMENT OF COST-OF-LIVING ALLOWANCE:

WITH THE FIRST PAY PERIOD BEGINNING ON OR AFTER DECEMBER 1, 1973, DURING THE TERM OF THE PRECEDING AGREEMENT, ADJUSTMENT WAS MADE IN THE COST-OF-LIVING ALLOWANCE; AT QUARTERLY INTERVALS THEREAFTER, DURING THE TERM OF THIS AGREEMENT, ADJUSTMENTS IN THE COST-OF-LIVING ALLOWANCE WILL BE MADE. THE FOLLOWING TABULATION REFLECTS THE FOREGOING AS TO COST-OF-LIVING ALLOWANCE ADJUSTMENTS:

EFFECTIVE DATE OF ADJUSTMENT	BASED ON BLS CON- SUMER PRICE INDEX ISSUED
1ST PAY PERIOD BE- GINNING ON OR AFTER	
DECEMBER 1, 1973	OCTOBER, 1973
MARCH 1, 1974	JANUARY, 1974
JUNE 1, 1974	APRIL, 1974
SEPT. 1, 1974	JULY, 1974
AND SO FORTH, THROUGH THE DURATION OF THIS AGREEMENT.	

IN THE EVENT THE BUREAU OF LABOR STATISTICS DOES NOT ISSUE THE CONSUMER PRICE INDEX ON OR BEFORE THE BEGINNING OF ANY PAY PERIOD REFERRED TO ABOVE, ANY ADJUSTMENT IN THE ALLOWANCE REQUIRED BY THE INDEX SHALL BE EFFECTIVE AT THE BEGINNING OF THE FIRST PAY PERIOD AFTER RECEIPT OF THE INDEX.

NO ADJUSTMENTS, RETROACTIVE OR OTHERWISE, SHALL BE MADE DUE TO ANY REVISION THAT MAY LATER BE MADE IN THE PUBLISHED FIGURES FOR THE BLS CONSUMER PRICE INDEX FOR ANY MONTH ON THE BASIS OF WHICH THE ALLOWANCE HAS BEEN DETERMINED.

C. THE AMOUNT AND APPLICATION OF COST-OF-LIVING ALLOWANCE:

THE FOLLOWING TABLE CONTINUES THE TABLE APPEARING IN THE PRECEDING AGREEMENT FROM THE POINT AT WHICH THAT TABLE ENDED; THE FORM IN WHICH IT IS PRESENTED IS INTENDED TO CLARIFY THE PARTIES' AGREEMENT WITH RESPECT TO ACCUMULATED COST-OF-LIVING ALLOWANCE AND WITH RESPECT TO CONTINUANCE OF THE COST-OF-LIVING ALLOWANCE, AS HEREINAFTER SET FORTH:

<u>INDEX</u>	<u>ALLOW- ANCE</u>	<u>INDEX</u>	<u>ALLOW- ANCE</u>	<u>INDEX</u>	<u>ALLOW- ANCE</u>
151.7-152.0	- 35¢	156.5-156.8	- 47¢	161.3-161.6	- 9¢
152.1-152.4	- 36¢	156.9-157.2	- 48¢	161.7-162.0	- 10¢
152.5-152.8	- 37¢	157.3-157.6	- 49¢	162.1-162.4	- 11¢
152.9-153.2	- 38¢	157.7-158.0	- 50¢	162.5-162.8	- 12¢
153.3-153.6	- 39¢	158.1-158.4	- 51¢	162.9-163.2	- 13¢
153.7-154.0	- 40¢	**158.5-158.8	- 52¢	163.3-163.6	- 14¢
154.1-154.4	- 41¢	158.9-159.2	- 3¢	164.7-164.0	- 15¢
154.5-154.8	- 42¢	159.3-159.6	- 4¢	164.1-164.4	- 16¢
154.9-155.2	- 43¢	159.7-160.0	- 5¢	164.5-164.8	- 17¢
155.3-155.6	- 44¢	160.1-160.4	- 6¢	164.9-165.2	- 18¢
155.7-156.0	- 45¢	160.5-160.8	- 7¢	165.3-165.6	- 19¢
156.1-156.4	- 46¢	160.9-161.2	- 8¢	165.7-166.0	- 20¢

AND SO FORTH, WITH 1¢ ADJUSTMENT FOR EACH 0.4 CHANGE IN THE INDEX.

\*\*DURING THE COURSE OF THE NEGOTIATIONS OF THIS AGREEMENT THE INDEX FOR OCTOBER, 1973, WAS ISSUED; IT STOOD AT 158.8, CALLING FOR A COST-OF-LIVING ALLOWANCE OF 52¢ PER HOUR. THE PARTIES AGREED THAT OF THE 52¢ SO DUE IN DECEMBER, 1973:

- FIFTY CENTS (50¢) WOULD BE ADDED TO BASE SALARIES (AND SUCH ADDITION OF ACCUMULATED COST-OF-LIVING ALLOWANCE TO BASE SALARIES IS REFLECTED IN APPENDIX "B" HERETO);
- TWO CENTS (2¢) WOULD REPRESENT THE INITIAL COST-OF-LIVING ALLOWANCE IN A NEW ACCUMULATION OF SUCH ALLOWANCE; AND, -
- IN NO EVENT WILL A DECLINE IN THE INDEX BELOW 158.1 PROVIDE A BASIS FOR FURTHER REDUCTION IN THE STRAIGHT-TIME HOURLY RATE FOR ANY CLASSIFICATION COVERED BY THIS AGREEMENT.

THE AMOUNT OF THE COST-OF-LIVING ALLOWANCE IN EFFECT AT THE TIME SHALL BE APPLIED TO EACH STRAIGHT-TIME HOUR FOR WHICH AN EMPLOYEE IS PAID, INCLUDING THE ACTUAL HOURS WORKED DURING A PERIOD OF OVERTIME. IT SHALL NOT BE ADDED TO THE EMPLOYEE'S HOURLY BASE RATE, AS THAT HOURLY BASE RATE IS DERIVED FROM HIS ANNUAL SALARY, AND OVERTIME PREMIUM SHALL NOT BE APPLIED TO IT.

D. PAYMENT OF COST-OF-LIVING ALLOWANCE:

SUCH AMOUNT AS IS DUE AS COST-OF-LIVING ALLOWANCE SHALL BE PAID SEMI-ANNUALLY, IN JUNE AND IN DECEMBER.

SECTION 4 - DEATH ALLOWANCE:

UPON THE DEATH OF AN EMPLOYEE THE CITY WILL PAY HIS LEGALLY DESIGNATED SURVIVOR(S) FOR ANY AND ALL VACATION CREDIT, AND FOR ONE-HALF (1/2) OF PAID SICK-TIME CREDIT WHICH HE HAD NOT USED UP TO THE TIME OF HIS DEATH.

SECTION 5 - EDUCATIONAL ASSISTANCE:

THE CITY AGREES TO PAY FOR BOOKS REQUIRED FOR COURSES TAKEN BY A FIRE FIGHTER AS PART OF A DEGREE PROGRAM IN FIRE SCIENCE OR THE EQUIVALENT COLLEGE LEVEL PROGRAM, SUBJECT TO ADVANCE VERIFICATION AND APPROVAL OF THE CITY.

THE CITY AGREES TO PAY A MEMBER OF THE BARGAINING UNIT ANNUAL SUPPLEMENTAL PAY, ON THE FOLLOWING BASIS, FOR COLLEGE CREDITS TOWARD A DEGREE PROGRAM IN FIRE SCIENCE AND FOR EARNED DEGREES IN FIRE SCIENCE:

<u>SEMESTER CREDITS</u>	<u>QUARTER HOURS</u>	<u>ANNUAL PAYMENT</u>
30	45	\$150.00
60	90	300.00
90	135	450.00
---BS OR BA DEGREE---		600.00

PAYMENTS WILL BE DIVIDED INTO FOUR (4) QUARTERLY PAYMENTS WITH AN ADJUSTMENT MADE

IN THE SUBSEQUENT QUARTER WHEN CREDITS ARE RECEIVED.

SECTION 6 - FOOD ALLOWANCE:

DURING THE MONTH OF JANUARY, AS OF JANUARY 1ST, EACH YEAR WITHIN THE TERM OF THIS AGREEMENT, THE CITY WILL PAY TO EACH EMPLOYEE IN THE FIRE FIGHTING DIVISION A FOOD ALLOWANCE OF \$245.00. SUCH BEING A PAYMENT FOR THE FOLLOWING YEAR, THEN BEGINNING, AN EMPLOYEE WHOSE EMPLOYMENT TERMINATES, FOR ANY REASON, DURING THE YEAR, SHALL REPAY TO THE CITY AN AMOUNT WHICH REPRESENTS THE FOOD ALLOWANCE PAYMENT MADE TO HIM FOR THE PERIOD OF THE YEAR DURING WHICH HE WAS NOT EMPLOYED BY THE CITY.

SECTION 7 - HEALTH CARE INSURANCE:

FOR ANY EMPLOYEE COVERED BY THIS AGREEMENT, AND HIS DEPENDENTS, THE CITY WILL PAY, DURING THE TERM OF THIS AGREEMENT, THE FULL COST OF BLUE CROSS COMPREHENSIVE HOSPITAL, SEMI-PRIVATE, SERVICE, WITH RIDERS D AND D45MM, MM, AND TWO DOLLAR (\$2.00) PRESCRIPTION DRUG PROGRAM RIDER, AND OF BLUE SHIELD, MVF-1 SERVICE.

UPON AN EMPLOYEE'S RETIREMENT FROM EMPLOYMENT BY THE CITY, AND DURING THE PERIOD OF HIS RETIREMENT THEREAFTER - SO LONG AS HIS GROSS INCOME, INCLUDING RETIREMENT PENSION FROM THE CITY, IS LESS THAN \$10,000.00, AS REPORTED TO THE INTERNAL REVENUE SERVICE - THE CITY WILL PAY THE FULL COST OF THE ABOVE HEALTH CARE INSURANCE COVERAGES, FOR SUCH RETIREE AND HIS SPOUSE, UNTIL EACH HAS REACHED AGE 65 AND, FROM AND AFTER HIS REACHING AGE 65, SHALL PAY THE FULL COST OF HIS BLUE CROSS/BLUE SHIELD HEALTH CARE INSURANCE PLAN WHICH SUPPLEMENTS HIS OWN MEDICAL HEALTH CARE COVERAGE.

SECTION 8 - HOLIDAYS; "HOLIDAYS IN LIEU" AS "WINTER VACATION":

FOR EMPLOYEES OTHER THAN THOSE IN THE FIRE FIGHTING DIVISION, WHOSE WORK DAY AND WORK SCHEDULE ARE DIFFERENT FROM THOSE FOR FIRE FIGHTING DIVISION EMPLOYEES, AS IS COVERED IN ARTICLE IX, SECTION 1(A) AND (B), HEREOF, THE CITY RECOGNIZES THE FOLLOWING HOLIDAYS: NEW YEAR'S DAY, LINCOLN'S BIRTHDAY, WASHINGTON'S BIRTHDAY, ONE-HALF ( $\frac{1}{2}$ ) DAY ON GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING, ONE-HALF ( $\frac{1}{2}$ ) OF THE DAY BEFORE CHRISTMAS, CHRISTMAS DAY, AND ONE-HALF OF THE DAY BEFORE NEW YEAR'S DAY. SUCH AN EMPLOYEE WHO IS SCHEDULED OFF-WORK FOR OBSERVANCE OF ANY OF THE FOREGOING HOLIDAYS WILL BE PAID FOR SUCH HOLIDAY AT HIS REGULAR, STRAIGHT-TIME, RATE. IF HE IS SCHEDULED TO WORK ON A HOLIDAY HE WOULD, OTHERWISE, HAVE OBSERVED, HE WILL BE PAID HOLIDAY PAY IN ADDITION TO PAY FOR TIME WORKED, OR WILL BE SCHEDULED OFF ON A DAY TO COMPENSATE HIM FOR HIS LOST HOLIDAY, AT THE CITY'S OPTION. HE SHALL HAVE ONE DAY

ADDED TO ANY VACATION PERIOD WHICH INCLUDES A HOLIDAY HE WOULD, OTHERWISE, HAVE BEEN SCHEDULED OFF.

RECOGNIZING THAT - REGARDLESS OF HOLIDAYS - FIRE PROTECTION SERVICE MUST BE PROVIDED ALL HOURS OF THE DAY AND EACH DAY OF THE YEAR, EACH EMPLOYEE OF THE FIRE FIGHTING DIVISION WILL BE ALLOWED SIX (6) WORK DAYS OFF, WITH PAY, IN THE MONTHS OF SEPTEMBER THROUGH MAY, AS "WINTER VACATION", IN LIEU OF BEING SCHEDULED OFF ON THE DAY OF OBSERVANCE OF PARTICULAR HOLIDAYS.

THE WINTER VACATION SCHEDULE LIST SHALL BE POSTED NO LATER THAN JUNE 15TH, FOR EXAMINATION AND CHOICE OF PREFERRED WINTER VACATION TIME BY FIRE FIGHTING DIVISION EMPLOYEES. ALL CHOICES OF PREFERRED WINTER VACATION TIME - IN PERIOD(S) OF AT LEAST ONE (1) DAY OR ONE (1) WORK PERIOD, USING ALL WINTER VACATION TIME IN THE MONTHS OF SEPTEMBER THROUGH MAY THEREAFTER - WILL BE ACTED UPON ON AUGUST 15TH, WITH FIRST PREFERENCE GOING TO THOSE HAVING THE MOST SENIORITY. EACH UNIT SHALL SELECT WINTER VACATION TIME INDEPENDENTLY OF THE OTHERS.

AFTER AUGUST 15TH, REQUESTS FOR WINTER VACATION TIME WILL BE GRANTED IN THE ORDER IN WHICH THEY ARE SUBMITTED.

PAYMENT IN LIEU OF HOLIDAY(S) OFF, AS WINTER VACATION TIME, WILL NOT BE MADE TO AN EMPLOYEE OF THE FIRE FIGHTING DIVISION, UNLESS SUCH WORK DAY(S) OFF BE GIVEN UP AT THE CITY'S REQUEST, IN WRITING, A REQUEST WHICH WILL NOT BE MADE UNLESS THE ALLOWANCE OF HOLIDAY(S) OFF MIGHT RESULT IN IMPAIRMENT OF THE CITY'S SERVICES, IN THE JUDGMENT OF THE CITY'S FIRE CHIEF.

#### SECTION 9 - IN-SERVICE TRAINING PAY:

IT IS RECOGNIZED THAT AN EMPLOYEE MAY BE REQUIRED TO ATTEND A CITY-SPONSORED PERIOD OF JOB-RELATED TRAINING, WHETHER OR NOT SUCH PERIOD FALLS ON A DAY OFF IN HIS WORK SCHEDULE. AN EMPLOYEE WHO ATTENDS SUCH A PERIOD OF IN-SERVICE TRAINING WHEN, OTHERWISE, HE WOULD HAVE BEEN OFF-WORK, SHALL BE PAID AT TIME AND ONE-HALF FOR SUCH PERIOD, AND FOR NOT LESS THAN ONE (1) HOUR AT THAT RATE, IN ANY CASE.

#### SECTION 10 - JURY DUTY PAY SUPPLEMENT:

DURING THE PERIOD WHEN AN EMPLOYEE IS PERFORMING REQUIRED JURY SERVICE, THE CITY WILL PAY HIM THE AMOUNT, IF ANY, BY WHICH HIS FEES FOR JURY SERVICE ARE LESS THAN THE PAY HE WOULD HAVE RECEIVED HAD HE WORKED HIS SCHEDULED WORK DAYS DURING HIS PERIOD OF JURY SERVICE, PROVIDED THAT THE EMPLOYEE GIVES TO THE CITY'S FIRE CHIEF PROMPT NOTICE OF HIS CALL FOR JURY SERVICE AND, AFTER SUCH SERVICE, PROVIDES EVIDENCE SATISFACTORY TO THE CITY'S FIRE CHIEF OF HIS PERFORMANCE OF JURY SERVICE AND OF THE PAYMENT HE RECEIVED THEREFOR.

SECTION 11 - LIFE INSURANCE:

THE CITY WILL PROVIDE TO EACH EMPLOYEE COVERED HEREBY, WITHOUT COST TO HIM, INSURANCE ON HIS LIFE IN THE AMOUNT OF TEN THOUSAND DOLLARS (\$10,000.00) WITH DOUBLE INDEMNITY PROVISION, AND IN THE AMOUNT OF ONE THOUSAND DOLLARS (\$1,000.00), WITHOUT DOUBLE INDEMNITY PROVISION, TO EACH RETIREE FROM SERVICE IN THE FIRE DEPARTMENT WHO, OTHERWISE, WOULD BE COVERED BY THIS AGREEMENT, SUCH LIFE INSURANCE BEING PROVIDED AT NO COST TO THE RETIREE. ALL THE FOREGOING PROVISIONS FOR LIFE INSURANCE COVERAGE ARE, OF COURSE, SUBJECT TO THE ELIGIBILITY REQUIREMENTS OF THE CARRIER OF SUCH COVERAGE.

SECTION 12 - LONGEVITY BONUS:

ON THE FIRST PAY-DAY IN DECEMBER OF EACH YEAR, DURING THE TERM OF THIS AGREEMENT, THE CITY WILL PAY TO AN EMPLOYEE A LONGEVITY BONUS BASED ON HIS SENIORITY AS SHOWN ON THE SENIORITY LIST AND ON HIS ANNUAL SALARY AS SET FORTH IN APPENDIX "B" ATTACHED HERETO, AS FOLLOWS:

<u>SENIORITY</u>	<u>LONGEVITY BONUS AS PER CENTAGE OF ANNUAL SALARY</u>
FOUR (4) YEARS, OR MORE	2%
NINE (9) YEARS, OR MORE	3%
FOURTEEN (14) YEARS, OR MORE	4%
NINETEEN (19) YEARS, OR MORE	5%
TWENTY-FOUR (24) YEARS, OR MORE	6%

SECTION 13 - MILITARY RESERVE PAY SUPPLEMENT:

FOR NOT TO EXCEED SIX (6) WORK DAYS IN THE CALENDAR YEAR JANUARY 1 THROUGH DECEMBER 31, THE CITY WILL PAY AN EMPLOYEE THE AMOUNT, IF ANY, BY WHICH HIS PAY WHILE ON FULL-TIME ACTIVE DUTY WITH THE ARMED FORCES RESERVE OR THE NATIONAL GUARD IS LESS THAN THE PAY HE WOULD HAVE RECEIVED HAD HE WORKED HIS SCHEDULED DAYS DURING HIS PERIOD(S) OF SUCH DUTY, PROVIDED THAT THE EMPLOYEE GIVES TO THE CITY'S FIRE CHIEF PROMPT NOTICE, IN WRITING, OF SUCH PERIOD(S) OF DUTY AND, AFTER SUCH DUTY PERIOD(S), PROVIDES TO THE CITY'S FIRE CHIEF EVIDENCE SATISFACTORY TO THE CITY'S PAYMASTER OF HIS PERFORMANCE OF DUTY AND OF THE PAYMENT HE RECEIVED THEREFOR.

SECTION 14 - OVERTIME:

FOR ALL WORK TIME OUTSIDE OF HIS SCHEDULE AND IN HIS REGULAR JOB, AN EMPLOYEE SHALL BE PAID AT TIME AND ONE-HALF THE RATE OF HIS CLASSIFICATION. FOR ALL WORK TIME OUTSIDE OF HIS SCHEDULE AND IN ANOTHER JOB TO WHICH HE IS TEMPORARILY APPOINTED, AN EMPLOYEE SHALL BE PAID AT TIME AND ONE-HALF THE RATE TO WHICH HE IS ENTITLED PURSUANT TO ARTICLE IX, SECTION 2(B). THE FOREGOING SHALL APPLY TO

EMPLOYEES IN THE FIRE FIGHTING DIVISION, AND SHALL NOT APPLY TO NON-SCHEDULED TIME WHICH SUCH AN EMPLOYEE WORKS BECAUSE OF AN EXCHANGE OF WORK TIME WITH ANOTHER EMPLOYEE, OR TO NON-SCHEDULED TIME WHICH HE VOLUNTARILY WORKS FOR ANOTHER EMPLOYEE. AS IS PROVIDED IN ARTICLE X, SECTION 2, AN EMPLOYEE SHALL BE PAID DOUBLE-TIME, OF THE RATE OF THE JOB TO WHICH HE IS ASSIGNED, FOR TIME WORKED IN RESPONSE TO AN EMERGENCY CALL-IN.

EMPLOYEES OUTSIDE OF THE FIRE FIGHTING DIVISION WILL BE PAID TIME AND ONE-HALF OF THEIR REGULAR RATE FOR TIME WORKED OUTSIDE OF THEIR WORK SCHEDULE, EXCEPT THAT TIME WORKED ON THEIR HOLIDAYS SHALL BE COMPENSATED AS IS PROVIDED FOR IN ARTICLE X, SECTION 8.

OVERTIME SHALL NOT BE PYRAMIDED; THAT IS, OVERTIME PAYMENT SHALL NOT BE DUPLICATED FOR THE SAME HOURS WORKED UNDER ANY OF THE TERMS OF THIS AGREEMENT.

SECTION 15 - PERSONAL BUSINESS TIME:

AS OF JANUARY 1ST EACH EMPLOYEE NOT IN THE FIRE FIGHTING DIVISION SHALL BE CREDITED WITH SIXTEEN (16) HOURS OF "PERSONAL BUSINESS TIME" AT HIS BASIC HOURLY RATE. BY PRIOR ARRANGEMENT MADE WITH THE CITY'S FIRE CHIEF SUCH AN EMPLOYEE MAY BE SCHEDULED OFF FOR FOUR (4) HOURS FOUR (4) TIMES, OR FOR EIGHT (8) HOURS TWICE, AND SUCH PERIOD(S) SHALL BE CHARGED TO AND PAID FROM HIS "PERSONAL BUSINESS TIME" CREDIT.

AS OF JANUARY 1ST EACH EMPLOYEE IN THE FIRE FIGHTING DIVISION SHALL BE CREDITED WITH FORTY-EIGHT (48) HOURS OF "PERSONAL BUSINESS TIME" AT HIS BASIC HOURLY RATE. BY PRIOR ARRANGEMENT MADE WITH THE CITY'S FIRE CHIEF SUCH AN EMPLOYEE MAY BE SCHEDULED OFF FOR TWELVE (12) HOURS FOUR (4) TIMES, OR FOR TWENTY-FOUR (24) HOURS TWICE.

"PERSONAL BUSINESS TIME" SHALL NOT BE CUMULATIVE YEAR-TO-YEAR; ANY SUCH CREDIT REMAINING ON JANUARY 1ST FROM THE PRIOR YEAR SHALL BE CANCELLED.

SECTION 16 - PHYSICAL EXAMINATION:

PRIOR TO BEGINNING WORK IN THE DEPARTMENT AN EMPLOYEE WILL SUBMIT A HEALTH HISTORY ON THE FORM PROVIDED BY THE CITY, AND HE WILL HAVE A CHEST X-RAY AND POSSIBLY OTHER X-RAYS OR FLUOROSCOPIC EXAMINATION, AND LABORATORY TESTS. AS DEEMED ADVISABLE BY THE CITY'S FIRE CHIEF, ADDITIONAL PHYSICAL EXAMINATION(S), INCLUDING X-RAYS, FLUOROSCOPIC EXAMINATION, AND/OR LABORATORY TESTS, WILL BE GIVEN OR REPEATED, DURING EMPLOYMENT. PHYSICAL EXAMINATION WILL BE GIVEN BY A CITY-SELECTED DOCTOR; THE FULL COST OF ALL PHYSICAL EXAMINATION WILL BE PAID BY THE CITY.

SECTION 17 - REPAIR OR REPLACEMENT OF DUTY-DAMAGED PERSONAL ARTICLES:

THE CITY WILL REIMBURSE AN EMPLOYEE THE FAIR COST OF REPAIRING OR REPLACING (REPAIR OR REPLACEMENT TO BE AT THE CITY'S OPTION) PERSONAL ARTICLES (SUCH AS EYE GLASSES, DENTURES, HEARING AID) WHICH AN EMPLOYEE WEARS OR CARRIES, NOT INAPPROPRIATELY TO HIS WORK, WHILE ON DUTY, AND WHICH ARE LOST OR DAMAGED OR DESTROYED IN A DUTY-CONNECTED, AND NOT NEGLIGENT, MANNER.

SECTION 18 - RETIREMENT OR RESIGNATION ALLOWANCE:

AN EMPLOYEE WHO RETIRES, OR IS RETIRED, UNDER THE RETIREMENT PENSION PLAN PROVIDED FOR IN THE NEXT SECTION, AND WHO BECOMES A PENSIONER THEREUNDER, WILL BE PAID FOR ANY AND ALL VACATION CREDIT, AND FOR ONE-HALF ( $\frac{1}{2}$ ) OF PAID SICK-TIME CREDIT, WHICH HE HAD NOT USED UP TO THE TIME OF HIS RETIREMENT.

AN EMPLOYEE WHO RESIGNS AND WHO, AT THE EFFECTIVE DATE OF HIS RESIGNATION, HAS TWENTY (20) YEARS, OR MORE, SERVICE IN THE FIRE DEPARTMENT, WILL BE PAID FOR ANY AND ALL VACATION CREDIT, AND FOR THIRTY PER CENT. (30%) OF PAID SICK TIME CREDIT, WHICH HE HAD NOT USED UP TO THE EFFECTIVE DATE OF HIS RESIGNATION.

SECTION 19 - RETIREMENT PENSION PLAN:

AN EMPLOYEE COVERED BY THIS AGREEMENT WILL BE ELIGIBLE TO PARTICIPATE IN THE CITY'S RETIREMENT PENSION PLAN, PROVIDED FOR BY THE CITY'S CHARTER, IF AND TO THE EXTENT AND ON THE BASES PROVIDED FOR IN SUCH RETIREMENT PENSION PLAN.

SECTION 20 - SHIFT PREMIUM:

AN EMPLOYEE WHO IS NOT IN THE FIRE FIGHTING DIVISION AND WHOSE WORK DAY IS FROM 4:30 P.M. TO MIDNIGHT, SHALL RECEIVE A SHIFT PREMIUM OF TWO AND ONE-HALF PER CENT. ( $2\frac{1}{2}\%$ ) OF HIS STRAIGHT-TIME EARNINGS FOR SUCH SHIFT. SUCH AN EMPLOYEE WHOSE WORK DAY IS FROM MIDNIGHT TO 8:00 A.M. SHALL RECEIVE A SHIFT PREMIUM OF FIVE PER CENT. (5%) OF HIS STRAIGHT-TIME EARNINGS FOR SUCH SHIFT.

SECTION 21 - SICK TIME, WITH PAY:

AN EMPLOYEE SHALL, UPON COMPLETING HIS PROBATIONARY PERIOD, BE CREDITED WITH SIX (6) DAYS OF PAID SICK TIME AND, THEREAFTER, HE SHALL BE CREDITED WITH ONE (1) DAY OF PAID SICK TIME UPON HIS COMPLETION OF EACH CALENDAR MONTH OF SERVICE FOR THE CITY.

A "DAY" OF PAID SICK TIME CREDIT FOR A MEMBER OF THE FIRE FIGHTING DIVISION SHALL BE TWENTY-FOUR (24) HOURS; FOR OTHER EMPLOYEES OF THE FIRE DEPARTMENT A "DAY" OF PAID SICK TIME CREDIT SHALL BE EIGHT (8) HOURS.

PAID SICK TIME CREDIT MAY BE ACCUMULATED TO A MAXIMUM OF ONE HUNDRED (100) DAYS, OR TWENTY-FOUR HUNDRED (2,400) HOURS, BY A MEMBER OF THE FIRE FIGHTING DIVISION, AND TO A MAXIMUM OF ONE HUNDRED (100) DAYS, OR EIGHT HUNDRED (800) HOURS, BY OTHER EMPLOYEES OF THE FIRE DEPARTMENT COVERED HEREBY. IF AN EMPLOYEE REACHES THE MAXIMUM ACCUMULATION, HE SHALL THEREAFTER BE PAID FOR ONE-HALF (1/2) THE HOURS WHICH, OTHERWISE, WOULD BE ADDED TO HIS PAID SICK TIME CREDIT.

DURING THE PERIOD OF HIS ABSENCE FROM WORK DUE TO ILLNESS OR INJURY WHICH IS NOT WORK-CONNECTED AN EMPLOYEE WILL BE PAID FROM, AND TO THE EXTENT OF, HIS PAID SICK TIME CREDIT, BEING CHARGED ONE (1) HOUR AGAINST THAT CREDIT FOR EACH ONE (1) HOUR OF SCHEDULED WORK TIME LOST DUE TO ILLNESS OR INJURY.

AN EMPLOYEE WHO BECOMES ILL OR WHO IS INJURED AND WHO EXPECTS TO BE OFF WORK SO AS TO USE HIS PAID SICK TIME CREDIT MUST NOTIFY THE OFFICER-IN-CHARGE OF THE FIRE STATION TO WHICH HE IS ASSIGNED, AS PROMPTLY AS IS PRACTICABLE UNDER THE CIRCUMSTANCES BUT, IN ANY EVENT, NO LATER THAN ONE (1) HOUR PRIOR TO THE STARTING TIME OF HIS WORK DAY. HIS FAILURE TO DO SO WILL JUSTIFY THE CITY'S DENIAL OF HIS CLAIM AGAINST HIS PAID SICK TIME CREDIT.

THE CITY MAY REQUIRE A DOCTOR'S CERTIFICATE TO CONFIRM THE REASON FOR AN ABSENCE FROM WORK FOR WHICH AN EMPLOYEE MAKES AN ILLNESS OR INJURY CLAIM AGAINST HIS PAID SICK TIME CREDIT, IF THE ABSENCE OCCURS THE DAY BEFORE OR AFTER A PERIOD OF SCHEDULED TIMEOFF (TIME OFF IN HIS WORK SCHEDULE, VACATION, HOLIDAY, ETC.).

AN EMPLOYEE WHO FREQUENTLY DEPLETES, OR REDUCES TO A LOW POINT, HIS PAID SICK TIME CREDIT MAY THEREBY INDICATE THAT HIS HEALTH IS NOT SUITABLE FOR HIS EMPLOYMENT AND SO OCCASION HIS BEING PLACED IN SICK LEAVE OF ABSENCE STATUS.

SECTION 22 - SOCIAL SECURITY:

BOTH THE CITY AND THE EMPLOYEE ARE REQUIRED TO PAY THE SAME AMOUNT OF SOCIAL SECURITY TAX, ON AN EMPLOYEE'S GROSS EARNINGS UP TO A MAXIMUM AMOUNT OF EARNINGS ALSO ESTABLISHED BY FEDERAL LAW. THE CITY DEDUCTS THE EMPLOYEE'S SOCIAL SECURITY TAX FROM HIS PAY CHECK, MATCHES THE AMOUNT DEDUCTED, AND REMITS THE TOTAL AMOUNT TO THE FEDERAL GOVERNMENT, TO THE CREDIT OF THE EMPLOYEE'S SOCIAL SECURITY ACCOUNT.

THE INCREASE IN THE SOCIAL SECURITY TAX AND THE SCHEDULE OF TAXATION PRESENTLY ESTABLISHED FOR PAYMENT BY THE CITY AND BY THE EMPLOYEE ARE AS FOLLOWS:

<u>YEAR</u>	<u>EMPLOYER'S TAX RATE</u>	<u>EMPLOYEE'S TAX RATE</u>	<u>TOTAL TAX</u>	<u>TOTAL DOLLAR TAX ON MAXIMUM EARNINGS TAXABLE</u>
1954	2.00%	2.00%	4.00%	\$ 168.00 (ON \$ 4,200.00)
1967	4.40%	4.40%	8.80%	580.80 (ON 6,600.00)
1974	5.85%	5.85%	11.70%	1,404.00 (ON 12,000.00)



SECTION 23 - STANDBY PAY:

IT IS RECOGNIZED THAT THE FIRE CHIEF, OR HIS DESIGNEE, MAY REQUEST AN OFF-DUTY EMPLOYEE TO BE ON CALL, AVAILABLE AT A TELEPHONE NUMBER WITHIN THE CITY, TO REPORT FOR DUTY UNDER CIRCUMSTANCES CALLING FOR THE AVAILABILITY OF STANDBY MANPOWER, IN THE JUDGMENT OF THE FIRE CHIEF OR HIS DESIGNEE. AN EMPLOYEE WHO ACCEPTS A REQUEST SO TO REMAIN IN STANDBY STATUS WILL BE PAID TWENTY DOLLARS (\$20.00) FOR EACH PERIOD OF TWELVE (12) CONSECUTIVE HOURS DURING WHICH HE IS ON CALL AND SUBJECT TO REPORTING FOR DUTY.

SECTION 24 - UNIFORM ALLOWANCE:

ANNUALLY, THE FIRE INSPECTOR SHALL RECEIVE FROM THE CITY PAYMENT OF FOUR HUNDRED DOLLARS (\$400.00) AS A UNIFORM MAINTENANCE ALLOWANCE, AND EACH OTHER EMPLOYEE COVERED HEREBY SHALL RECEIVE TWO HUNDRED DOLLARS (\$200.00) AS A UNIFORM MAINTENANCE ALLOWANCE. THESE AMOUNTS ARE PAID IN RECOGNITION OF THE FACT THAT THERE ARE COSTS INVOLVED FOR EMPLOYEES IN WEARING THE CLOTHING AND INSIGNIA REQUIRED TO BE WORN WHILE ON DUTY, TO IDENTIFY THEM AS MEMBERS OF THE FIRE DEPARTMENT IN THE COURSE OF PERFORMING THEIR DUTIES.

SECTION 25 - VACATION, WITH PAY:

A. ELIGIBILITY AND ALLOWANCES:

THE VACATION-ELIGIBILITY YEAR SHALL BE THE CALENDAR YEAR, JANUARY 1 THROUGH DECEMBER 31.

ON DECEMBER 31ST OF THE YEAR IN WHICH HE IS EMPLOYED, A MEMBER OF THE FIRE DEPARTMENT SHALL BE ELIGIBLE FOR A VACATION PRO RATED ACCORDING TO WHICHEVER OF THE VACATION ALLOWANCE TABLES, AT ITS ONE-YEAR LEVEL, APPLIES TO HIM. THEREAFTER, IF HE IS A MEMBER OF THE FIRE FIGHTING DIVISION, HE SHALL, ON DECEMBER 31ST OF THE YEARS OF HIS EMPLOYMENT, ESTABLISH ELIGIBILITY FOR WORK DAYS OFF, AS VACATION DAYS, AS FOLLOWS:

<u>VACATION ELI-</u> <u>GIBILITY YEARS</u>	<u>WORK DAYS AS</u> <u>VACATION DAYS</u>
ONE (1) YEAR, OR MORE	6
SEVEN (7) YEARS, OR MORE	9
FIFTEEN (15) YEARS, OR MORE	12

OTHER EMPLOYEES OF THE FIRE DEPARTMENT SHALL THEREAFTER, ON DECEMBER 31ST OF THE YEARS OF THEIR EMPLOYMENT, ESTABLISH ELIGIBILITY FOR WORK DAYS OFF, AS VACATION DAYS, AS FOLLOWS:

<u>VACATION ELI-</u> <u>GIBILITY YEARS</u>	<u>WORK DAYS AS</u> <u>VACATION DAYS</u>
ONE (1) YEAR, OR MORE	10
SEVEN (7) YEARS, OR MORE	15
FIFTEEN (15) YEARS, OR MORE	20

AN EMPLOYEE WILL BE ALLOWED TO CARRY FORWARD INTO A VACATION YEAR A MAXIMUM OF THEN (10) WORK DAYS AS VACATION DAYS, FROM PRECEDING VACATION YEAR(S).

B. SCHEDULING:

VACATION DAY(S) WILL BE ARRANGED BETWEEN THE EMPLOYEE AND THE CITY'S FIRE CHIEF, IN PERIODS OF AT LEAST ONE (1) WORK DAY, OR ONE (1) PERIOD USING ALL VACATION DAYS, IN THE MONTHS OF JUNE THROUGH AUGUST AS A GENERAL PRACTICE, PROVIDED, HOWEVER, THAT MY MUTUAL AGREEMENT BETWEEN THE EMPLOYEE AND THE CITY'S FIRE CHIEF VACATION DAYS MAY BE TAKEN IN OTHER MONTHS.

THE VACATION SCHEDULE LIST SHALL BE POSTED NO LATER THAN JANUARY 15TH, FOR EXAMINATION AND CHOICE OF PREFERRED VACATION TIME. EACH UNIT SHALL SELECT VACATION TIME INDEPENDENTLY OF THE OTHERS. ALL CHOICES OF PREFERRED VACATION TIME WILL BE ACTED UPON ON MARCH 15TH, WITH FIRST PREFERENCE GOING TO THOSE HAVING THE MOST SENIORITY.

IF TWO (2) OR MORE EMPLOYEES REQUEST THE SAME DAY(S) OFF, OR OVERLAPPING DAY(S), AND THEY CANNOT BE SO SCHEDULED OFF CONSISTENT WITH THE DEPARTMENT'S PERFORMANCE OF ITS SERVICES, IN THE JUDGMENT OF THE CITY'S FIRE CHIEF, CHOICE OF DAY(S) OFF SHALL BE GRANTED IN STRAIGHT SENIORITY ORDER OF THE EMPLOYEES INVOLVED AS APPEARS ON THE SENIORITY LIST.

AFTER MARCH 15TH, REQUESTS FOR VACATION TIME WILL BE GRANTED IN THE ORDER IN WHICH THEY ARE SUBMITTED.

C. PAYMENT:

VACATION PAY SHALL BE COMPUTED AT THE EMPLOYEE'S REGULAR, STRAIGHT-TIME, RATE FOR THE LAST PAY PERIOD PRIOR TO THE START OF THE VACATION PERIOD INVOLVED.

PAYMENT IN LIEU OF VACATION DAY(S) OFF WILL NOT BE MADE TO AN EMPLOYEE, UNLESS GIVEN UP AT THE CITY'S REQUEST, IN WRITING, A REQUEST WHICH WILL NOT BE MADE UNLESS THE ALLOWANCE OF THE VACATION DAY(S) OFF MIGHT RESULT IM PAIRMENT OF THE CITY'S SERVICES, IN THE JUDGMENT OF THE CITY'S FIRE CHIEF.

SECTION 26 - WORK-CONNECTED ILLNESS OR INJURY TIME:

AN EMPLOYEE WHO SUFFERS AN ILLNESS OR INJURY ARISING OUT OF AND IN THE COURSE OF HIS EMPLOYMENT, AND WHO IS THEREBY CAUSED TO BE UNABLE TO WORK, WILL, NEVERTHELESS, RECEIVE PAY AT HIS REGULAR RATE FOR THE FIRST SIXTY (60) CALENDAR DAYS THAT HE IS SO OFF-DUTY AND IN SICK LEAVE STATUS, AND NO CHARGE WILL BE MADE AGAINST HIS PAID SICK TIME CREDIT DURING THAT PERIOD. HE WILL CONTINUE TO ACCUMULATE VACATION AND SICK TIME CREDIT DURING SUCH SIXTY (60) DAY PERIOD.

IF THE EMPLOYEE CONTINUES IN SICK LEAVE STATUS, DUE TO WORK-CONNECTED ILLNESS OR INJURY, HE WILL CEASE TO ACCRUE VACATION AND SICK TIME -- BUT HE WILL, BEGINNING WITH THE SIXTY-FIRST (61ST) CALENDAR DAY OF SO BEING OFF-DUTY, BE PAID

AT HIS REGULAR RATE AND HE WILL BE CHARGED ONLY ONE-THIRD (1/3) DAY AGAINST HIS PAID SICK TIME CREDIT FOR EACH SUCH DAY OFF-DUTY, CONTINUING TO THE EXTENT OF HIS PAID SICK TIME CREDIT. HOWEVER, IF HIS PAID SICK TIME CREDIT IS THEREBY EXHAUSTED PRIOR TO THE EXPIRATION OF TWELVE (12) WEEKS, MEASURED FROM THE DATE OF ILLNESS OR INJURY AND GOING OFF-DUTY AS A RESULT THEREOF, HE WILL, NEVERTHELESS, CONTINUE TO BE PAID AT HIS REGULAR RATE FOR SUCH TWELVE-WEEK PERIOD.

IF AN EMPLOYEE IS ELEGIBLE FOR WORKMEN'S COMPENSATION BENEFITS, HE SHALL MAKE APPLICATION THEREFOR, AND HE SHALL ADVISE THE CITY'S CONTROLLER, IN WRITING, AS TO WHETHER HE WISHES TO KEEP HIS WORKMEN'S COMPENSATION CHECKS AND HAVE THE AMOUNT THEREOF DEDUCTED FROM HIS REGULAR PAY, OR TO TURN SUCH CHECKS OVER TO THE CITY'S CONTROLLER PROMPTLY UPON RECEIPT, AND CONTINUE TO RECEIVE HIS REGULAR PAY AS ABOVE PROVIDED.

SECTION 27 - WORK-GEAR FURNISHED:

FOR THE DURATION OF THIS AGREEMENT THE CITY WILL CONTINUE TO FURNISH, WITHOUT COST TO AN EMPLOYEE, SUCH PROTECTIVE CLOTHING, TOOLS, AND EQUIPMENT AS IT FURNISHED PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT FOR THE FIRE FIGHTING, OR OTHER, SERVICES PERFORMED BY THE EMPLOYEE. THE CITY WILL REPLACE, WITHOUT COST TO THE EMPLOYEE, ANY SUCH PROTECTIVE CLOTHING, TOOLS, OR EQUIPMENT WHICH HE TURNS IN AND WHICH, IN THE JUDGMENT OF THE CITY'S FIRE CHIEF, IS IN CONDITION UNSAFE OR UNSUITABLE FOR FURTHER USE AND DOES NOT EVIDENCE MIS-USE FOR ITS PURPOSE.

SECTION 28 - WORKMEN'S COMPENSATION:

PURSUANT TO MICHIGAN LAW, THE CITY PROVIDES, AT ITS SOLE EXPENSE, WORKMEN'S COMPENSATION COVERAGE FOR EACH EMPLOYEE COVERED BY THIS AGREEMENT.

ARTICLE XI  
MISCELLANEOUS  
(IN ALPHABETICAL ORDER)

SECTION 1 - ADDRESSES AND TELEPHONE NUMBERS OF EMPLOYEES:

EACH EMPLOYEE COVERED BY THIS AGREEMENT - WHETHER HE IS ON OR OFF THE ACTIVE PAYROLL OF THE CITY - SHOULD KEEP THE CITY'S FIRE CHIEF CURRENTLY INFORMED OF HIS CORRECT ADDRESS AND OF HIS TELEPHONE NUMBER, IF ANY.

IN THE CASE OF AN EMPLOYEE ON THE CITY'S ACTIVE PAYROLL, NOTICE OF CHANGE OF ADDRESS OR TELEPHONE NUMBER SHALL BE DEEMED GIVEN ONLY IF THE EMPLOYEE MAKES THE CHANGE ON THE FORM AVAILABLE FROM THE CITY'S FIRE CHIEF AND RETURNS SUCH FORM TO HIM, DULY COMPLETED. THE CITY SHALL GIVE THE EMPLOYEE A RECEIPT FOR HIS NOTICE OF CHANGE OF ADDRESS OR OF TELEPHONE NUMBER.

IN THE CASE OF AN EMPLOYEE OFF THE CITY'S ACTIVE PAYROLL (SUCH AS ON LEAVE OF ABSENCE, LAYOFF, VACATION, HOLIDAY), NOTICE OF CHANGE OF ADDRESS OR OF TELEPHONE NUMBER SHALL BE DEEMED GIVEN ONLY IF THE EMPLOYEE FOLLOWS THE PROCEDURE

ABOVE, OR GIVES NOTICE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO "FIRE CHIEF, CITY OF HARPER WOODS, 19617 HARPER AVENUE, HARPER WOODS, MICHIGAN 48225".

THE CITY SHALL BE ENTITLED TO RELY ON THE LAST ADDRESS AND TELEPHONE NUMBER FURNISHED TO IT BY AN EMPLOYEE PURSUANT TO THE FOREGOING, AND SHALL HAVE NO RESPONSIBILITY TO AN EMPLOYEE FOR HIS FAILURE TO RECEIVE NOTICE WHICH ARISES FROM HIS NOT FOLLOWING THE PROCEDURES ABOVE.

SECTION 2 - ANTI-DISCRIMINATION:

THE CITY AND THE UNION AGREE THAT ALL PROVISIONS OF THIS AGREEMENT SHALL BE APPLIED TO ALL EMPLOYEES COVERED HEREBY WITHOUT REGARD TO RACE, CREED, NATIONAL ORIGIN, MARITAL STATUS, SEX OR AGE.

SECTION 3 - BULLETIN BOARD FOR UNION NOTICES:

THE CITY AGREES TO PROVIDE A BULLETIN BOARD FOR THE UNION'S USE IN POSTING NOTICES OF ITS MEETINGS, ELECTIONS, AND RECREATIONAL AND SOCIAL ACTIVITIES. OTHER TYPES OF NOTICES SHALL NOT BE POSTED UNLESS AND UNTIL APPROVED BY THE CITY'S FIRE CHIEF.

SECTION 4 - COPIES OF THIS AGREEMENT:

THE CITY AGREES TO REPRODUCE COPIES OF THIS AGREEMENT ON PAPER NO LARGER THAN EIGHT AND ONE-HALF BY ELEVEN INCHES (8½" x 11"), AND TO FURNISH TO THE UNION, WITHOUT CHARGE, THIRTY-FIVE (35) SUCH COPIES FOR ITS DISTRIBUTION TO EMPLOYEES PRESENTLY COVERED BY THE AGREEMENT OR WHO MAY, DURING ITS TERM, COME WITHIN ITS COVERAGE.

SECTION 5 - EFFECT OF THIS AGREEMENT:

THIS AGREEMENT SUPERSEDES ANY PAST PRACTICE OR PREVIOUS AGREEMENT, WRITTEN OR ORAL, BETWEEN THE PARTIES HERETO, OR BETWEEN EITHER OF THEM AND ANY EMPLOYEE(S) COVERED HEREBY, WHICH IS IN CONFLICT WITH THIS AGREEMENT.

SECTION 6 - EFFECT OF INVALIDITY OF PROVISION OF THIS AGREEMENT:

IF ANY PROVISION OF THIS AGREEMENT BE HELD INVALID UNDER EXISTING OR FUTURE LEGISLATION, STATE OR FEDERAL, THE REMAINDER OF THIS AGREEMENT SHALL NOT BE AFFECTED THEREBY, AND THE PARTIES SHALL PROMPTLY UNDERTAKE TO REVISE THE PROVISION SO AFFECTED SO AS TO BRING IT INTO COMPLIANCE WITH THE LAW.

SECTION 7 - MAINTENANCE OF EQUIPMENT AND STATION HOUSE:

EMPLOYEES COVERED HEREBY WILL CONTINUE TO KEEP EQUIPMENT AND THE STATION HOUSE IN GOOD OPERATING AND/OR NEAT CONDITION, BUT WILL NOT BE CALLED UPON TO MAKE OVERHAULS OR MAJOR REPAIRS USUALLY PERFORMED BY A VEHICLE MECHANIC OR A BUILDING TRADESMAN.

SECTION 8 - MAINTENANCE OF STANDARDS:

THE CITY AGREES THAT ALL CONDITIONS OF EMPLOYMENT RELATING TO RATES OF PAY, WAGES, WAGE SUPPLEMENTS, HOURS OF EMPLOYMENT OR OTHER CONDITIONS OF EMPLOYMENT, SHALL BE MAINTAINED AT NOT LESS THAN THE HIGHEST MINIMUM STANDARDS IN EFFECT AT THE TIME OF SIGNING THIS AGREEMENT, AND THE CONDITIONS OF EMPLOYMENT SHALL BE IMPROVED WHEREVER SPECIFIC PROVISION FOR IMPROVEMENT IS MADE ELSEWHERE IN THIS AGREEMENT.

IT IS MUTUALLY AGREED THAT THE PROVISIONS ABOVE SHALL NOT APPLY TO INADVERTENT OR BONA FIDE ERRORS MADE BY THE CITY OR THE UNION IN APPLYING THE TERMS AND CONDITIONS OF THIS AGREEMENT, PROVIDED SUCH ERROR IS CORRECTED WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF ERROR, OR FROM THE DATE OF DISCOVERY OF THE ERROR, AS THE CASE MAY BE.

SECTION 9 - STRIKES; WORK INTERRUPTIONS:

THE PARTIES TO THIS AGREEMENT MUTUALLY RECOGNIZE THAT THE SERVICES PERFORMED BY EMPLOYEES COVERED BY THIS AGREEMENT ARE SERVICES ESSENTIAL TO THE PUBLIC HEALTH, SAFETY AND WELFARE. THE PARTIES, IN THIS AGREEMENT, PROVIDE GRIEVANCE AND ARBITRATION PROCEDURES, AND SPECIAL PROCEDURES, FOR THE REASONABLE AND SENSIBLE RESOLUTION OF DISPUTES AND OTHER MATTERS. THE UNION THEREFORE AGREES THAT THERE SHALL BE NO INTERRUPTION OF THE AFOREMENTIONED 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, NOR ABSTAIN IN WHOLE OR IN PART FROM THE FULL, FAITHFUL AND PROPER PERFORMANCE OF THE DUTIES OF THEIR EMPLOYMENT, NOR PICKET THE CITY'S PREMISES ON ANY MATTER SUBJECT TO THE AFOREMENTIONED PROCEDURES. THE UNION FURTHER AGREES THAT THERE SHALL BE NO STRIKES, SLOW-DOWNS, STAY-INS, STOPPAGES OF WORK, 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 OR DISCHARGE FROM EMPLOYMENT, AS TO EMPLOYEES, AND/OR EXERCISE OF ANY LEGAL RIGHT OR REMEDY AS TO THE UNION, AND/OR CANCELLATION OF THIS AGREEMENT.

SECTION 10 - WAIVER:

THE PARTIES HERETO ACKNOWLEDGE THAT DURING THE NEGOTIATIONS WHICH RESULTED IN THIS AGREEMENT, EACH HAD THE UNLIMITED RIGHT AND OPPORTUNITY TO MAKE DEMANDS AND PROPOSALS WITH RESPECT TO ANY SUBJECT OR MATTER NOT REMOVED BY LAW FROM THE AREA OF COLLECTIVE BARGAINING, AND THAT THE UNDERSTANDINGS AND AGREEMENTS ARRIVED AT BY THE PARTIES AFTER THE EXERCISE OF THAT RIGHT AND OPPORTUNITY ARE SET FORTH IN THIS AGREEMENT. THEREFORE, THE CITY AND THE UNION, FOR THE LIFE OF THIS AGREE-

MENT, EACH VOLUNTARILY 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, OR WITH RESPECT TO ANY SUBJECT OR MATTER NOT SPECIFICALLY REFERRED TO OR COVERED IN THIS AGREEMENT, EVEN THOUGH SUCH SUBJECTS OR MATTERS 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.

ARTICLE XII  
GRIEVANCE PROCEDURE

SECTION 1 - DEFINITION OF A GRIEVANCE:

A GRIEVANCE IS DEFINED AS A CLAIM OF A VIOLATION OF THIS AGREEMENT. ANY GRIEVANCE FILED SHALL REFER TO THE PROVISION OR PROVISIONS OF THIS AGREEMENT ALLEGED TO HAVE BEEN VIOLATED AND SHALL ADEQUATELY SET FORTH THE FACTS PERTAINING TO THE ALLEGED VIOLATION.

SECTION 2 - STEPS OF THE GRIEVANCE PROCEDURE:

ANY EMPLOYEE HAVING A GRIEVANCE AS ABOVE DEFINED SHALL PRESENT IT TO THE CITY AS FOLLOWS, AND IN ACCORDANCE WITH THE RULES FOR GRIEVANCE PROCESSING WHICH ARE SET FORTH IN SECTION 3 OF THIS ARTICLE.

STEP 1:

AN EMPLOYEE MAY VERBALLY PRESENT A GRIEVANCE TO HIS IMMEDIATE SUPERVISOR OR TO HIS STEWARD OR TO EACH OF THEM INDIVIDUALLY OR TO BOTH OF THEM TOGETHER, AT ANY DISCUSSION OF THE GRIEVANCE BETWEEN THE EMPLOYEE AND HIS SUPERVISOR, EITHER OF THEM MAY ARRANGE FOR THE EMPLOYEE'S STEWARD TO BE PRESENT. IF THE GRIEVANCE IS PRESENTED TO THE SUPERVISOR, HE SHALL GIVE HIS VERBAL ANSWER TO IT NO LATER THAN THE END OF HIS NEXT WORK DAY FOLLOWING THE DAY ON WHICH IT WAS PRESENTED TO HIM.

IF THE SUPERVISOR VERBALLY GRANTS THE GRIEVANCE, THE STEWARD SHALL WRITE THE GRIEVANCE ON A FORM PROVIDED BY THE UNION, THE EMPLOYEE SHALL REVIEW AND SIGN IT, AND THE STEWARD SHALL PRESENT THE GRIEVANCE TO THE SUPERVISOR NO LATER THAN THE END OF THE THIRD CALENDAR DAY FOLLOWING THE DAY ON WHICH THE SUPERVISOR GAVE HIS VERBAL ANSWER GRANTING THE GRIEVANCE. THE SUPERVISOR SHALL WRITE HIS ANSWER ON THE FORM, SIGN IT, AND RETURN IT TO THE STEWARD, NO LATER THAN THE END OF THE THIRD CALENDAR DAY FOLLOWING THE DAY ON WHICH THE FORM WAS PRESENTED TO HIM.

IF THE SUPERVISOR VERBALLY DENIES THE GRIEVANCE, IT MAY SIMILARLY BE WRITTEN UP, SIGNED AND PRESENTED FOR WRITTEN ANSWER NO LATER THAN THE END OF THE THIRD

CALENDAR DAY FOLLOWING THE DAY ON WHICH THE SUPERVISOR GAVE HIS VERBAL ANSWER DENYING THE GRIEVANCE, AND IT SHALL BE ANSWERED IN WRITING NO LATER THAN THE END OF THE THIRD CALENDAR DAY FOLLOWING THE DAY ON WHICH IT IS PRESENTED FOR ANSWER.

STEP 2:

IF THE UNION WISHES TO APPEAL WRITTEN DENIAL OF A GRIEVANCE IN STEP 1, THE CHIEF STEWARD SHALL PRESENT IT TO THE FIRE CHIEF NO LATER THAN THE END OF THE GRIEVING EMPLOYEE'S THIRD WORK DAY FOLLOWING THE DAY ON WHICH THE WRITTEN ANSWER, DENYING THE GRIEVANCE, WAS GIVEN IN STEP 1. THE FIRE CHIEF SHALL ANSWER THE GRIEVANCE, IN WRITING, NO LATER THAN THE END OF HIS THIRD WORK DAY FOLLOWING THE DAY ON WHICH THE GRIEVANCE WAS PRESENTED TO HIM.

STEP 3:

IF THE UNION WISHES TO APPEAL DENIAL OF A GRIEVANCE IN STEP 2, THE CHIEF STEWARD SHALL PRESENT IT TO THE CITY MANAGER NO LATER THAN THE END OF THE GRIEVING EMPLOYEE'S THIRD WORK DAY FOLLOWING THE DAY ON WHICH THE WRITTEN ANSWER, DENYING THE GRIEVANCE, WAS GIVEN IN STEP 2. THE CITY MANAGER SHALL ANSWER THE GRIEVANCE, IN WRITING, NO LATER THAN THE END OF HIS FIFTH WORK DAY FOLLOWING THE DAY ON WHICH THE GRIEVANCE WAS PRESENTED TO HIM.

STEP 4:

IF THE UNION WISHES TO APPEAL DENIAL OF A GRIEVANCE IN STEP 3, IT SHALL, WITHIN THIRTY (30) CALENDAR DAYS AFTER THE DATE OF THE ANSWER IN THAT STEP, FILE AT THE APPROPRIATE OFFICE OF THE AMERICAN ARBITRATION ASSOCIATION THAT ASSOCIATION'S "DEMAND FOR ARBITRATION", DULY COMPLETED. THE MATTER SHALL THEREAFTER BE ADMINISTERED BY THE ASSOCIATION IN ACCORDANCE WITH ITS "VOLUNTARY LABOR ARBITRATION RULES". THE PARTIES, THE ARBITRATOR AND THE ARBITRATION SHALL BE SUBJECT TO THE FOLLOWING WHICH SHALL CONTROL IF THERE BE CONFLICT WITH A RULE OF THE ASSOCIATION:

THE ARBITRATOR SHALL BE EMPOWERED TO RULE ONLY ON A GRIEVANCE WHICH INVOLVES AN INTERPRETATION OR APPLICATION OF THIS AGREEMENT.

HE SHALL NOT ADD TO, SUBTRACT FROM, IGNORE OR CHANGE ANY OF THE PROVISIONS OF THIS AGREEMENT.

EACH PARTY SHALL FURNISH TO THE ARBITRATOR AND TO THE OTHER PARTY WHATEVER FACTS OR MATERIAL THE ARBITRATOR MAY REQUIRE PROPERLY TO WEIGH THE MERITS OF THE GRIEVANCE, PROVIDED, HOWEVER, THAT SUCH FACTS OR MATERIAL WERE DISCUSSED DURING THE PRECEDING GRIEVANCE PROCEDURE.

THE ASSOCIATION'S ADMINISTRATIVE FEE AND THE ARBITRATOR'S CHARGES FOR HIS SERVICES AND EXPENSES SHALL BE SHARED EQUALLY BY THE PARTIES.

THE ARBITRATOR'S DECISION SHALL BE FINAL AND BINDING.

SECTION 3 - RULES OF GRIEVANCE PROCESSING:

- A. IT IS AGREED THAT ANY GRIEVANCE MUST BE BROUGHT UP AS SOON AS THE EMPLOYEE KNOWS IT EXISTS AND THAT, IN ANY EVENT, NO GRIEVANCE SHALL BE VALID IF FILED MORE THAN THIRTY (30) CALENDAR DAYS AFTER ITS EXISTENCE WAS KNOWN OR, UNDER ALL SURROUNDING CIRCUMSTANCES, SHOULD HAVE BEEN KNOWN, TO EXIST, BY THE EMPLOYEE OR THE UNION AND, ACCORDINGLY, ANY GRIEVANCE REMEDY SHALL NOT BE EFFECTIVE MORE THAN THIRTY (30) CALENDAR DAYS PRIOR TO THE DATE ON WHICH THE GRIEVANCE WAS FIRST FILED IN WRITING. WITHIN SUCH LIMITATION, BACK PAY WHICH MAY BE GRANTED OR AWARDED SHALL BE THE AMOUNT OF WAGES THE EMPLOYEE WOULD HAVE EARNED FROM THE CITY, LESS ANY AMOUNT RECEIVED BY HIM FROM OTHER EMPLOYMENT OR FROM SELF-EMPLOYMENT.
- B. THE TIME LIMIT AT ANY STEP OF THE GRIEVANCE PROCEDURE MAY BE EXTENDED BY WRITTEN MUTUAL AGREEMENT OF THE PARTIES' REPRESENTATIVES AT THAT STEP.
- C. A UNION REPRESENTATIVE SHALL DATE AND SIGN HIS APPEAL OF A GRIEVANCE TO A HIGHER STEP; THE CITY'S REPRESENTATIVE RECEIVING IT SHALL GIVE A RECEIPT FOR IT AND NOTE THE DATE AND TIME HE RECEIVED IT. A CITY REPRESENTATIVE SHALL DATE AND SIGN HIS ANSWER TO A GRIEVANCE; THE UNION'S REPRESENTATIVE RECEIVING THE ANSWER SHALL GIVE A RECEIPT FOR IT AND NOTE THE DATE AND TIME HE RECEIVED IT.
- D. IN THE ABSENCE OF THE REPRESENTATIVE FOR EITHER PARTY WHO IS DESIGNATED IN SECTION 2, AT ANY STEP, THE PARTY HE REPRESENTS MAY DESIGNATE AN ALTERNATE TO ACT IN HIS PLACE.
- E. A GRIEVANCE NOT ADVANCED TO THE NEXT HIGHER STEP WITHIN THE TIME LIMIT PROVIDED SHALL BE DEEMED PERMANENTLY WITHDRAWN AND AS HAVING BEEN SETTLED ON THE BASIS OF THE ANSWER LAST GIVEN TO IT. A GRIEVANCE NOT ANSWERED WITHIN THE TIME LIMIT PROVIDED SHALL BE AUTOMATICALLY ADVANCED TO THE NEXT HIGHER STEP.
- F. FOR WORKING TIME NECESSARILY SPENT IN INVESTIGATING A GRIEVANCE ALREADY SUBMITTED IN THE GRIEVANCE PROCEDURE, OR IN DISCUSSION OF SUCH A GRIEVANCE WITH THE CITY'S REPRESENTATIVE(S), A UNION REPRESENTATIVE EMPLOYED BY THE CITY SHALL BE PAID AT HIS REGULAR, STRAIGHT-TIME, RATE FOR THOSE HOURS DURING WHICH HE WOULD OTHERWISE HAVE BEEN AT WORK FOR THE CITY, IT BEING AGREED THAT SUCH INVESTIGATION OR DISCUSSION SHALL BE PERFORMED WITHOUT UNDUE LOSS OF WORKING TIME.
- G. IN NO EVENT SHALL ANY UNION REPRESENTATIVE LEAVE HIS WORK FOR GRIEVANCE PROCESSING, AS ABOVE, WITHOUT FIRST NOTIFYING AND OBTAINING THE APPROVAL OF HIS IMMEDIATE SUPERVISOR, WHICH SHALL BE GRANTED AS PROMPTLY AS IS PRACTICABLE



UNDER THE CIRCUMSTANCES. HE SHALL PROMPTLY REPORT HIS PRESENCE TO THE SUPERVISOR OF ANY OTHER DEPARTMENT INTO WHICH HIS GRIEVANCE PROCESSING TAKES HIM, AND TO HIS OWN SUPERVISOR UPON RETURN TO HIS DEPARTMENT.

H. WHEN A GRIEVANCE DISCUSSION TAKES PLACE DURING THE WORKING HOURS OF THE GRIEVANT AND HIS PRESENCE IS REASONABLY REQUIRED DURING THE DISCUSSION HE WILL, UPON REQUEST MADE TO HIS IMMEDIATE SUPERVISOR, BE ALLOWED TO LEAVE WORK AS SOON AS HE CAN BE SPARED THEREFROM AS DETERMINED BY HIS SUPERVISOR. HE SHALL BE PAID AT HIS REGULAR, STRAIGHT-TIME, RATE FOR WORK HOURS SO LOST WHEN HE IS PRESENT DURING CONSIDERATION OF HIS GRIEVANCE.

I. IT IS UNDERSTOOD AND AGREED THAT ANY GRIEVANCE SETTLEMENT ARRIVED AT IS FINAL AND BINDING UPON THE CITY AND THE UNION AND, ALSO, THAT IT CANNOT BE CHANGED BY ANY EMPLOYEE.

ARTICLE XIII  
SPECIAL PROCEDURES

SECTION 1 - DISCIPLINE AND DISCHARGE:

A REPRESENTATIVE OF THE CITY MAY DISCIPLINE AN EMPLOYEE FOR PROPER CAUSE. DISCIPLINARY ACTION MAY RANGE FROM WRITTEN REPRIMAND THROUGH DISCHARGE, DEPENDING UPON THE NATURE OF THE EMPLOYEE'S OFFENSE, THE CIRCUMSTANCES UNDER WHICH AND THE MANNER IN WHICH IT WAS COMMITTED, AND THE EMPLOYEE'S PERSONNEL RECORD.

AT THE TIME HE TAKES DISCIPLINARY ACTION THE CITY'S REPRESENTATIVE SHALL GIVE TO THE EMPLOYEE A WRITTEN AND SIGNED STATEMENT OF THE NATURE OF THE EMPLOYEE'S OFFENSE, OF ITS DATE AND TIME, OF THE PENALTY ASSESSED, AND OF THE DATE AND TIME THE PENALTY IS EFFECTIVE. AS IMMEDIATELY AS IS PRACTICABLE THEREAFTER, THE CITY'S REPRESENTATIVE SHALL PROVIDE A COPY OF SUCH STATEMENT TO A UNION STEWARD, A STEWARD ON DUTY IF THERE IS ONE ON DUTY AT THE TIME.

THE DISCIPLINED OR DISCHARGED EMPLOYEE WILL BE ALLOWED TO DISCUSS HIS DISCIPLINE OR DISCHARGE WITH HIS UNION STEWARD, AND THE CITY WILL MAKE AVAILABLE AN AREA WHERE HE MAY DO SO BEFORE HE IS REQUIRED TO LEAVE THE CITY'S PREMISES. UPON REQUEST, THE CITY'S REPRESENTATIVE WILL DISCUSS THE DISCIPLINE OR DISCHARGE WITH THE EMPLOYEE AND/OR THE STEWARD.

SHOULD THE DISCIPLINED OR DISCHARGED EMPLOYEE OR THE STEWARD CONSIDER DISCIPLINE OR DISCHARGE TO BE IMPROPER, A COMPLAINT SHALL BE PRESENTED BY THE CHIEF STEWARD TO THE CITY MANAGER NO LATER THAN THE END OF THE STEWARD'S THIRD WORK DAY AFTER THE DISCIPLINARY OR DISCHARGE ACTION WAS TAKEN. IF THE COMPLAINT IS NOT SO PRESENTED, THE DISCIPLINE OR DISCHARGE SHALL STAND. IF THE COMPLAINT IS SO PRESENTED, THE CITY MANAGER WILL REVIEW THE DISCIPLINE OR DISCHARGE AND GIVE HIS WRITTEN

ANSWER NO LATER THAN THE END OF HIS THIRD WORK DAY AFTER RECEIVING THE COMPLAINT. IF THE CITY MANAGER'S ANSWER IS NOT SATISFACTORY TO THE UNION IT SHALL REFER THE MATTER TO STEP 4 OF THE GRIEVANCE PROCEDURE WITHIN THIRTY (30) CALENDAR DAYS AFTER THE DATE OF THE CITY MANAGER'S WRITTEN ANSWER. IF THE MATTER IS NOT SO ENTERED IN STEP 4, THE ARBITRATION STEP, THE DISCIPLINE OR DISCHARGE SHALL STAND.

SECTION 2 - SUSPENSION:

UNDER CIRCUMSTANCES WHERE HE CONSIDERS IT APPROPRIATE TO DO SO, A REPRESENTATIVE OF THE CITY MAY SUSPEND AN EMPLOYEE PENDING INVESTIGATION TO DETERMINE WHETHER OR NOT DISCIPLINARY ACTION IS CALLED FOR AND, IF SO, THE PENALTY TO BE ASSESSED. AT THE TIME OF SUSPENSION THE EMPLOYEE SHALL BE GIVEN WRITTEN NOTICE THEREOF AND, AS IMMEDIATELY AS IS PRACTICABLE THEREAFTER, A UNION STEWARD SHALL BE GIVEN A COPY OF SUCH NOTICE, A STEWARD ON DUTY IF THERE IS ONE ON DUTY AT THE TIME. THE EMPLOYEE SHALL HAVE THE SAME RIGHT TO CONFER WITH HIS STEWARD AS IS PROVIDED FOR, ABOVE, FOR EMPLOYEES WHO HAVE BEEN DISCIPLINED.

SUSPENSION SHALL LAST NO LONGER THAN THREE (3) SUCCESSIVE WORK DAYS OF THE EMPLOYEE. IF NO PENALTY HAS BEEN ASSESSED WITHIN THAT TIME, THE EMPLOYEE SHALL BE PAID FOR WORK TIME LOST DURING SUSPENSION, IF ANY. IF PENALTY IS ASSESSED WITHIN THAT PERIOD, IT SHALL BE EFFECTIVE FROM THE TIME OF THE SUSPENSION ACTION. IF AND AFTER DISCIPLINARY ACTION IS TAKEN, THE EMPLOYEE'S RIGHT TO A DISCUSSION WITH THE CITY'S REPRESENTATIVE AND HIS STEWARD, AND TO APPEAL TO THE CITY MANAGER AND THEN TO ARBITRATION, SHALL BE AS IS ABOVE PROVIDED FOR THE CASE WHERE THE DISCIPLINARY ACTION WAS INITIALLY TAKEN, WITHOUT PRIOR PERIOD OF SUSPENSION.

SECTION 3 - SPECIAL CONFERENCES:

A SPECIAL CONFERENCE, APART FROM THE GRIEVANCE PROCEDURE, FOR MATTERS CONSIDERED IMPORTANT BY EITHER THE UNION OR THE CITY, MAY BE ARRANGED BY MUTUAL AGREEMENT BETWEEN THE UNION'S PRESIDENT AND THE CITY MANAGER. WHOEVER REQUESTS A SPECIAL CONFERENCE SHALL DO SO IN WRITING AND SHALL INCLUDE A WRITTEN AGENDUM ADEQUATELY IDENTIFYING THE MATTER(S) TO BE TAKEN UP AT THE MEETING.

THE MEETING SHALL BE ATTENDED BY AT LEAST TWO (2), BUT NOT MORE THAN THREE (3) REPRESENTATIVES OF EACH PARTY, WHICH MAY INCLUDE, FOR THE UNION, A REPRESENTATIVE OF INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS OR MICHIGAN STATE FIRE FIGHTERS' ASSOCIATION.

THE MATTER(S) TO BE TAKEN UP AT THE MEETING SHALL BE LIMITED TO THE AGENDUM.

EMPLOYEES OF THE CITY WHO ATTEND THE MEETING SHALL BE PAID FOR WORK TIME SPENT AT THE MEETING.

ARTICLE XIV  
TERM OF THIS AGREEMENT

UPON EACH PARTY'S WRITTEN CERTIFICATION (BY A REPRESENTATIVE DULY AUTHORIZED FOR SUCH PURPOSE) TO THE OTHER THAT SUCH PARTY HAS FULFILLED ALL REQUIREMENTS OF RATIFICATION OF THIS AGREEMENT IN ALL RESPECTS, EACH PROVISION OF THIS AGREEMENT SHALL BECOME EFFECTIVE AT THE BEGINNING OF THE FIRST PAY PERIOD AFTER JANUARY 1, 1974, IF AND TO THE EXTENT THAT IT IS FEASIBLE SO TO IMPLEMENT SUCH PROVISION.

THIS AGREEMENT SHALL CONTINUE IN FULL FORCE AND EFFECT UNTIL MIDNIGHT, DECEMBER 31, 1974, AND FOR SUCCESSIVE ANNUAL PERIODS THEREAFTER UNLESS, NOT MORE THAN NINETY (90) DAYS, BUT AT LEAST SIXTY (60) DAYS, PRIOR TO THE END OF ITS ORIGINAL TERM OR OF ANY ANNUAL PERIOD THEREAFTER, EITHER PARTY SHALL SERVE UPON THE OTHER WRITTEN NOTICE THAT IT DESIRES TERMINATION, REVISION, MODIFICATION, ALTERATION, RE-NEGOTIATION, CHANGE OR AMENDMENT OF THIS AGREEMENT. IN THE EVENT OF SUCH NOTICE, THE PARTIES SHALL BEGIN TO HOLD NEGOTIATION MEETINGS NO LATER THAN FORTY-FIVE (45) DAYS PRIOR TO THE TERMINATION DATE.

IF THE PARTIES HAVE NOT COMPLETED A SUCCESSOR AGREEMENT BY THE TERMINATION DATE OF THIS AGREEMENT, THIS AGREEMENT SHALL CONTINUE IN FULL FORCE AND EFFECT UNTIL THEY HAVE DONE SO.

LOCAL NO. 1188, INTERNATIONAL  
ASSOCIATION OF FIRE FIGHTERS

BY: Daniel Wucetich

DANIEL WUCETICH, PRESIDENT

BY: Robert Delor

ROBERT DELOR, SECRETARY-TREASURER

CITY OF HARPER WOODS  
A MICHIGAN MUNICIPAL CORPORATION

BY: Joseph P. Grand, MAYOR

BY: Joseph C. ..., CITY MANAGER

BY: William ..., CITY CLERK

APPENDIX "A"  
TO  
AGREEMENT  
JANUARY 1, 1974-DECEMBER 31, 1974  
BETWEEN  
LOCAL NO. 1188, INTERNATIONAL  
ASSOCIATION OF FIRE FIGHTERS, AFL-CIO  
(HARPER WOODS FIRE FIGHTERS' ASSOCIATION)  
-AND-  
CITY OF HARPER WOODS  
A MICHIGAN MUNICIPAL CORPORATION  
MEMORANDA OF UNDERSTANDINGS

No. 1 -- RE: VOLUNTEER FIRE FIGHTERS

1. IT IS MUTUALLY AGREED THAT, DURING THE TERM OF THE AGREEMENT, THE CITY MAY CALL UPON MEMBERS OF THE PRESENT GROUP OF FIVE (5) VOLUNTEER FIRE FIGHTERS TO SERVE IN THE FIRE FIGHTING DIVISION, AS SET FORTH IN THE NEXT PARAGRAPH.
2. THE PARTIES MUTUALLY RECOGNIZE THAT, AS IT HAS BEEN FOR MANY YEARS, THE CITY IS FREE TO CALL UPON VOLUNTEER FIRE FIGHTERS TO FILL IN FOR EMPLOYEES ABSENT FROM THEIR SCHEDULED SHIFTS BECAUSE OF BEREAVEMENT TIME, PERSONAL BUSINESS LEAVE, UNION BUSINESS LEAVE, JURY SERVICE, MILITARY RESERVE TIME, "SUMMER FURLOUGH" (VACATION), "WINTER FURLOUGH" (HOLIDAYS TIME-OFF), AND SICK LEAVE (WHETHER ONE-DAY, SHORT-TERM OR LONG-TERM ILLNESS OR INJURY), AND THAT IT MAY ALSO CALL UPON THEM TO SUPPLEMENT THE ON-DUTY WORK FORCE UNDER "MUTUAL AID" CONDITIONS. THE CITY AGREES THAT, USUALLY, IT WILL FIRST CALL UPON BARGAINING UNIT MEMBERS WHO ARE OFF-DUTY, IN SUCH MANPOWER SHORTAGE SITUATIONS, BEFORE CALLING UPON VOLUNTEER FIRE FIGHTERS. THE UNION RECOGNIZES AND AGREES THAT THE CITY MAY CALL UPON VOLUNTEER FIRE FIGHTERS WHEN MEMBERS OF THE BARGAINING UNIT ARE NOT AVAILABLE, AND IT ALSO RECOGNIZES AND AGREES THAT, WHETHER OR NOT BARGAINING UNIT MEMBERS ARE AVAILABLE, VOLUNTEER FIRE FIGHTERS MAY BE CALLED UPON TO SERVE TO THE EXTENT ADVISABLE, IN THE JUDGMENT OF THE FIRE CHIEF, TO MAINTAIN THEIR PROFICIENCY IN ALL THE DUTIES PERFORMED WITHIN THE FIRE FIGHTING DIVISION.
3. AS IS RECOGNIZED IN THE AGREEMENT, VOLUNTEER FIRE FIGHTERS ARE NOT MEMBERS OF THE BARGAINING UNIT. THEY WILL, HOWEVER, BE PAID AT THE STRAIGHT-TIME RATE PROVIDED BY THE AGREEMENT, FOR THEIR SERVICES, AND THEY WILL, OF COURSE, RECEIVE THE WAGE SUPPLEMENTS OF THE AGREEMENT WHICH ARE LEGALLY REQUIRED (ALTHOUGH THEY WILL NOT RECEIVE THE AGREEMENT'S WAGE SUPPLEMENTS WHICH ARE

Not legally required).

No. 2 -- Re: Distribution of Fire Department Rules

The parties mutually agree that, within sixty (60) days of the signing of this Agreement, the City's Fire Chief shall furnish to either the Union's President or its Secretary-Treasurer, sufficient, up-to-date, copies of the Fire Department Rules to enable the Union to distribute a copy thereof to each member of the Bargaining Unit.

No. 3 -- Re: Submission of Grievances to Council

It is mutually agreed that, during the term of this Agreement, if the Union has taken a grievance through Step 3 of the Grievance Procedure without resolution of the grievance satisfactorily and is committed to proceeding with Step 4, that the City Manager will arrange for the Union to present its grievance before City Council at an Executive Session at the earliest possible time that is mutually agreeable.

LOCAL NO. 1188, INTERNATIONAL  
ASSOCIATION OF FIRE FIGHTERS

CITY OF HARPER WOODS  
A Michigan Municipal Corporation

By: Daniel Wucetich

Daniel Wucetich, President

By: Joseph C. Dorsky

Joseph C. Dorsky, City Manager

APPENDIX "B"

TO  
 AGREEMENT  
 JANUARY 1, 1974-DECEMBER 31, 1974  
 BETWEEN  
 LOCAL NO. 1188, INTERNATIONAL  
 ASSOCIATION OF FIRE FIGHTERS, AFL-CIO  
 (HARPER WOODS FIRE FIGHTERS' ASSOCIATION)  
 -AND-  
 CITY OF HARPER WOODS  
 A MICHIGAN MUNICIPAL CORPORATION

MAXIMUM ANNUAL BASE SALARIES

<u>CLASSIFICATION</u>	<u>EFFECTIVE FIRST PAY PERIOD AFTER JANUARY 1, 1974</u>
FIRE FIGHTER	\$13,900.00
SERGEANT AND INSPECTOR	\$15,290.00
LIEUTENANT	\$16,680.00

THE MAXIMUM ANNUAL BASE SALARIES, ABOVE, FOR CLASSIFICATIONS OTHER THAN FIRE FIGHTER, ARE COMPUTED BY ADDING TO THE FIRE FIGHTER'S MAXIMUM ANNUAL BASE SALARY 10% THEREOF IN THE CASE OF SERGEANT AND INSPECTOR, AND 20% THEREOF IN THE CASE OF LIEUTENANT.

SALARY PROGRESSION, FIRE FIGHTER

<u>STEP</u>	<u>FULL-TIME EMPLOYMENT</u>	<u>FOR FIRE FIGHTERS APPOINTED ON OR PRIOR TO 11/16/73</u>	<u>FOR FIRE FIGHTERS APPOINTED AFTER 11/16/73</u>
1	UPON HIRING	\$11,380.00	\$10,000.00
2	6 MONTHS	\$11,740.00	\$10,975.00
3	18 MONTHS	\$12,460.00	\$11,950.00
4	30 MONTHS	\$13,180.00	\$12,925.00
5	42 MONTHS	\$13,900.00	\$13,900.00

THE SALARY PROGRESSION FOR CLASSIFICATIONS OTHER THAN FIRE FIGHTER SHALL BE COMPUTED BY ADDING TO EACH "FIRE FIGHTER" AMOUNT, ABOVE, 10% THEREOF IN THE CASE OF SERGEANT AND INSPECTOR, AND 20% THEREOF IN THE CASE OF LIEUTENANT.

ANY EMPLOYEE COVERED BY THIS AGREEMENT WHO HAS BEEN EMPLOYED CONTINUOUSLY IN THE FIRE DEPARTMENT SINCE A DATE PRIOR TO JULY 1, 1972, SHALL REACH STEP 5, MAXIMUM ANNUAL BASE SALARY, AFTER EIGHTEEN (18) MONTHS OF SERVICE.

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