

12/31/89

A G R E E M E N T

JANUARY 1, 1987  
THROUGH  
DECEMBER 31, 1989

BETWEEN

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

-AND-

CITY OF HARPER WOODS  
A MICHIGAN MUNICIPAL CORPORATION

*Harper Woods, City of*

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

1951

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A G R E E M E N T

THIS AGREEMENT is entered into on the 7<sup>th</sup> day of DECEMBER, 1987, 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 Fighter's Association, hereinafter referred to as the "Union".

ARTICLE ITHE 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 IITHE 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, 1956, 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 purposes of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment, for the term of the Agreement, for all employees of the City included in the bargaining unit described as:

All regular, full-time members of the Harper Woods Fire Department, but excluding from such bargaining unit the Fire Chief, and clerical employees.

Section 2 - The Employment Relationship and Union Membership:

The parties mutually recognize that the Union is the exclusive representative of all employees in the above described bargaining unit for the purposes of collective bargaining with respect to rates of pay, wages, hours and other conditions of employment.

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 By-Laws 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 subsections 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 employee's first day of work within the bargaining unit.

A. Prior to such deduction, 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 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 paycheck issued each month, the City shall deduct one-half (1/2) of an employee's obligation to the Union; from the second paycheck 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 payday 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 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 will protect and save harmless the City from any and all claims, demands, suits and other forms of

liability by reason of action taken or not taken by the City for the purpose of complying with Article III of this Agreement. The Union agrees, in the event of litigation against the City, that the Union will provide a defense and will indemnify and hold harmless the City for any monetary award arising out of such litigation. The Union assumes full responsibility for the disposition of the dues deductions 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.

Section 4 - Time Off for Negotiations:

During contract negotiations with the City, when there are mutually agreed upon bargaining sessions, members of the bargaining team on duty, provided there are no more than two, shall be allowed off duty to attend the bargaining session. They shall be relieved from duty one-half hour prior to the scheduled time of the bargaining session until one hour after the bargaining meeting adjourns. Bargaining team members so relieved from duty are subject to call by the Fire Chief in the event of an emergency where their services are needed to protect the public welfare.

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:

At six month intervals, 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:

A new employee shall be considered to be on probation and he shall not be entitled to seniority until he has completed twelve (12) 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 terminated for any reason, during his probationary period -- but if such employee is returned to work or is rehired, 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 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 ranks for which the City deems them qualified.

Temporary appointment of an employee to fill an open position shall be made as follows:

A. Temporary Lieutenant position will be filled by the Sergeant on the current Lieutenant's Civil Service Eligibility List with the most time in grade. If no Sergeant qualifies, then the position will be filled by the Sergeant with the most time in grade.

B. Temporary Sergeant position will be filled by a firefighter on the Sergeant's Civil Service Eligibility List with the highest department seniority.

Temporary appointment of an employee to fill an open position shall be from a current Civil Service Eligibility List, if one is available. If no current list exists, the appointment will be by department seniority.

Temporary appointment of an employee to fill an open position shall end upon the permanent appointment to that position.

Temporary appointment of an employee in any other situation shall be for the period of the existence of the situation occasioning his temporary appointment so long as his service during that period is satisfactory to the Fire Chief.

#### Section 2 - Permanent Appointments:

All vacancies in officers' ranks resulting from permanent departure of an officer from the City's fire service or from promotion shall be filled by permanent appointment on probation within thirty (30) calendar days of the final day of service of

the departing officer, so long as a proper promotional list is available from the Civil Service Commission.

The City will, through the Civil Service Commission, maintain a current eligibility list for firefighter, sergeant and lieutenant positions. The names of those persons passing promotional exams will be posted on the bulletin board. No test scores will be posted. The Fire Chief, upon request, shall inform individual employees of their own test scores.

Section 3 - Transfers:

Employees shall be permitted to request lateral transfers to vacant positions according to the following procedure:

1. All positions to be filled by lateral transfer shall be announced by a notice to be placed on the Union bulletin board for a period of at least 14 days. Such positions shall be considered open for written bid for this 14 day period.

2. In the event more than one employee submits a written bid to the Fire Chief for the position, the position shall be filled by the employee with the greatest seniority.

3. In the event no bid is received, the position may be filled in accordance with the Civil Service Rules.

4. One vacancy shall result in only one lateral transfer. The vacancy resulting from a lateral transfer does not have to be posted for bids.

5. A lateral transfer may be denied if this would leave a unit short on personnel with specialized training or experience. In the event a transfer is denied, the Union shall be entitled to a written explanation.

6. The employee transferring may be required to reschedule vacations previously approved. Rescheduling shall be to open

dates, and employee shall not be entitled to exercise seniority rights to bump another employee from previously approved vacation days.

Section 4 - 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 quits; 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 leave shall be made to the City's Fire Chief and as far in advance as the employee can do so. Military reserve pay supplement will be as in Article X, Section 14.

##### Section 2 - Personal Business Leave of Absence:

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. Such leave if granted, shall be without pay or other benefits except seniority which 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 six (6) 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, and accumulated during the period of leave.

Section 3 - Sick Leave of Absence:

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 or 120 hours in the calendar year January 1 through December 31. Leave time may be taken by the day, or in six hour increments.

ARTICLE IXHOURS OF WORK AND WAGE-RATES

## FIRE FIGHTING DIVISION

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 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 slightly 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. Each platoon shall have assigned one Lieutenant and one Sergeant during the term of this Agreement, except for temporary vacancies which may occur, such vacancies will be filled in accordance with the terms of this contract.

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 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 from the Officer-in-Charge of the shift which the non-scheduled employee would work. Approval will be requested in writing for trades of twelve (12) hours or more. In such cases, authority and pay and any other employment factor will be handled as though the originally scheduled employee had worked. If the substitute calls in sick, the sick time will be charged against the substitute.

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.

D. If the Union membership votes at any time during the life of this Agreement to begin each scheduled work day at 8:00 A.M., the City will agree to such a change.

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 "A" which is attached hereto and which is, by this reference to it, incorporated herein.

B. Acting 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 acting in a position other than his regular job, a Fire Fighter shall be paid the rate of his regular job, or the rate of the job in which he is acting, whichever is the higher rate until he resumes work in his regular job in a scheduled shift.

On the first scheduled shift on which he is acting in a position other than his regular job, a Sergeant or Lieutenant shall be paid the rate of his regular job or the rate of the job in which he is acting, whichever is the higher rate, until he resumes work in his regular job in a scheduled shift.

(3) The following priorities will be observed when making acting appointments of Lieutenants:

1. The Sergeant who is a member of the regular platoon shall be appointed.

2. Any other Sergeant that is working shall be appointed.

3. The off-duty Sergeant or Lieutenant shall be called in for overtime as provided in Article IX, Section 15(B)(7).

4. Any Fire Fighter who is a member of the regular platoon and is on the Lieutenant's Civil Service Eligibility List shall be appointed. If more than one member is on the appropriate list, Department seniority shall prevail.

(4) The following priorities will be observed when making acting appointments of Sergeants:

1. The regular member of the platoon who is on the Sergeant's Civil Service Eligibility List shall be appointed. If two members of the same platoon are on the appropriate list, Department seniority shall prevail.

2. Any other member who is working and who is on the Sergeant's Civil Service Eligibility List shall be appointed.

3. If no one qualifies under steps 1 and 2, the acting Sergeant's appointment will be made from those working according to Department seniority.

(5) A pipeman may be excused from accepting an acting Sergeant appointment provided another qualified person on duty agrees to accept the appointment. The on-duty Sergeant entitled to the appointment shall assume acting Lieutenant duties.

(6) 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.

(7) 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 15D, "Call-In Pay").

## ARTICLE X

### WAGE SUPPLEMENTS (In Alphabetical Order)

#### Section 1 - Funeral Leave, with Pay:

At the time of the death of a member of his immediate family, as defined below, an employee shall be granted leave of absence, as a funeral 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 funeral leave, if the funeral is held within a 250 mile radius of the City of Harper Woods 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, Step-parent, Father-in-Law, Mother-in-Law, Spouse, Child, Child-by-Law, Grandchild, Brother or Sister, Brother-in-Law, Sister-in-Law, 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 relationship of the employee to the deceased, at its discretion, following the leave and before making payment for Funeral Leave. The City may withhold payment if the employee did not make a reasonably prompt request for leave, prior to taking the time off, in all but such cases as the death may occur within a few hours of the duty time, so that this work could be covered in his absence.

Section 2 - Call-In Pay: (transferred to Article X, Section 15D)

Section 3 - Cost of Living Allowance:

All employees shall receive a Cost-of-Living Allowance pursuant to the following provisions therefor for 1987 and 1988 only.

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 (1967=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 basis as the index for November, 1986.

B. The Dates and Basis of Adjustment of Cost-of-Living Allowance:

With the first pay period beginning on or after January 1, 1987, and at quarterly intervals thereafter, through December 31, 1988, adjustments in the Cost-of-Living Allowance will be made. The following tabulation reflects the foregoing as to Cost-of-Living Allowance adjustments:

<u>Effective Date of Adjustment</u>	<u>Approximate Period Covered</u>	<u>Based on BLS Consumer Price Index Increases From</u>
<u>1st Pay Period Beginning On Or After</u>		
January 1, 1984	January, February, March	November, 1983 to February, 1984
April 1, 1984	April, May, June	November, 1983 to May, 1984
July 1, 1984	July, August, September	May, 1984 to August, 1984
October 1, 1984	October, November, December	May, 1984 to November, 1984
January 1, 1985	January, February, March	November, 1984 to February, 1985

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:

A table 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 is set forth in Appendix B with 1¢ adjustment for each 0.3 change in the Index. After payment from the May and November CPI, the allowance shall

revert to 0¢ for subsequent calculations as was done with the November 1983 Index.

In no event will a decline in the Index below November 1983 Index 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 July and January.

E. Termination of Cost-of-Living Allowance:

Effective January 1, 1989, the above Cost-of-Living Allowance provisions shall expire and no cost-of-living payments shall be made thereafter.

Section 4 - Death Allowance:

Upon the death of an employee, the City will pay his legally designated survivor(s) of any and all vacation credit, holiday credit, 65 percent paid regular sick time credit which he had not used up to the time of his death.

Section 5 - Educational Assistance Program:

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

The scope of this program does not include "special seminars" or "short courses" of a few days duration which will continue to be considered on an individual or departmental training basis. Also, this program does not supercede regular department in-service training.

The following provisions are established to cover the administration of the City Educational Assistance Program.

1. Application for Educational Assistance may be made by any employee covered by the current union contract.

2. Application will be considered even if the employee is eligible for or receiving funds for the same course from any other source, (G.I. Bill, Scholarship, vocational rehabilitation, etc.).

3. Applications must have prior approval by the City Manager for course work relative to subjects pertinent to the "fire science" programs, certificate programs, Emergency Medical Technician, or other directly related to the Fire Service. Subjects will be current, listed in latest programs and school catalogs, as updated in curriculum changes.

4. Reimbursements and supplemental pay shall be made only for course work completed at accredited colleges or other institutions.

5. 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 Hours</u>	<u>Quarter Hours</u>	<u>FOR 1987</u>	<u>EFFECTIVE 1-1-88</u>
		<u>Annual Payments On % of Fire- Fighters Average Annual Base Pay</u>	<u>Annual Amount</u>
30	45	2 %	\$ 625
60	90	2½%	780
90	135	3 %	940
BS-BA Degree		3½%	1095
Current EMT Basic Certificate*		2 %	2% of Base Pay
EMT Specialist *		2½%	2½% of Base Pay

EMT Basic and EMT Specialist Certificates must be recertified through a refresher course and testing as often as may be required by the State of Michigan in order to keep the certificates current.

\* State of Michigan certification is required.

This supplemental pay will be in one annual payment made on the basis of credits accumulated as of December 31st of each contract year. Such payment will be made on a pay date following receipt of proof of qualified earned credits.

6. Reimbursement for tuition shall be according to the following schedule on each graded course:

- a) "A" or numerical equivalent - 100%
- b) "B" or numerical equivalent - 100%
- c) "C" or numerical equivalent - 100%
- d) "D" or numerical equivalent - 50%
- e) "I" or "F" or numerical equivalent - 0%

7. Reimbursement for tuition on approved non-graded courses will be at 100% upon proof of satisfactory completion.

8. 100% reimbursement will be made on required text books of courses completed with a minimum of a passing grade.

9. Employees must submit an official school transcript showing final grades received, also official receipts for books necessary for approved courses. The employee shall be considered

as having completed a class when he or she concludes the term for which the school quotes the tuition fee.

10. Expenses such as student fees, parking, mileage, etc. shall not be considered as part of the Educational Assistance Program.

11. The applicant under this program shall attend classes on his own time and without compensation from the City.

12. The City will not compensate for any level of degree attained before becoming an employee unless the credit hours earned for such classes can be transferred and applied to a fire science degree program or EMT certificate.

13. Education benefits for a new hire will be prorated from the date of hire.

Section 5A - EMT Certification, Probationary Employees:

Any new employee hired after July 1, 1984, shall be required to obtain an EMT Basic Certificate during the probationary period as a condition of continuing employment. Upon the request of the employee, the Chief shall grant an extension for a period of time, not to exceed six (6) months, sufficient for the employee to complete this requirement. To be entitled to an extension, the employee must submit a written plan showing that the certification will be obtained by the date to which the extension is requested.

Section 5B - EMT Certification, Regular Employees:

Any employee holding an EMT Basic Certificate on July 1, 1984, shall be required to keep that certificate current. Any employee who does not have an EMT Basic Certificate shall obtain that certificate by January 1, 1988. The requirements for this paragraph shall remain in full force and effect notwithstanding any notice given pursuant to Article XIV of this Agreement.

The Fire Chief shall provide written notification to any employee not in compliance with the EMT certificate requirements. The employee shall have a period of seven (7) days to submit a written plan indicating what steps the employee will take to obtain certification. The plan shall be feasible and shall set a reasonable deadline for obtaining certification. The plan must be acceptable to the Fire Chief; however, approval shall not be unreasonably withheld.

An employee who, in good faith, prepares for and takes the State examination shall not be disciplined for failure to pass the examination. That employee is not, however, excused from further efforts to obtain certification. The City shall pay for tuition and books for the first basic EMT course even if the employee does not pass the required examinations. For second and subsequent courses, Article X, Section 5 shall apply.

Article X, Section 10 does not apply to the basic EMT course and EMT refresher course. However, if the scheduling needs of the department permits, the Chief may permit employees to attend classes while on duty.

It is understood, however, that the above provisions do not apply to the position of Fire Inspector.

Section 6 - Food Allowance:

During the month of January of each year within the term of this Agreement, the City will pay to each employee in the Fire Fighting Division a Food Allowance. 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.

January, 1987, Food Allowance will be calculated using the following formula:

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BLS Consumer Price Index of November, 1986

BLS Consumer Price Index of November, 1985 X 1986 Food Allowance =  
1987 Food Allowance

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Effective January 1, 1988, the Food Allowance shall be a flat annual amount of \$575.

Section 7 - Health Care and Dental Insurance:

A. Health Care Insurance:

For any employee covered by this Agreement and his dependents, the City will pay during 1987, 1988 and 1989 the full cost of Blue Cross Comprehensive Hospital Semi-Private Service with Riders D45NM, MM, ML, IMB, DCCR, Blue Shield MVF-1 service with \$2.00 prescription drug program, and out of state reciprocity rider.

Upon an employee's retirement from employment by the City, and during the period of his retirement thereafter, so long as his yearly taxable wages, as reported to the Internal Revenue Service on his W-2 form, do not exceed his City pension, 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 Medicare Health Care coverage. The spouse of a deceased employee will receive the above benefits so long as she receives a City pension.

B. Optical Program:

The City agrees to pay the full cost of the Cooperative Services, Inc. optical program covering the basic plan which includes a choice of Kryptok or D-sig Bifocals, frames selection from green or blue Plan C selection and plastic lenses.

C. Dental Coverage for Employees:

The City agrees to provide each employee with the Delta Dental Plan Class II 60-40 co-pay Dental Insurance with a \$1,000 lifetime orthodontic rider for the employee and his dependents. The City will pay full cost of the premium.

D. Regardless of anything in subsections A, B and C above, the City shall have the right to change insurance carriers whenever it is advantageous to do so. No employee shall lose any benefits guaranteed by this section if the City elects to change carriers. The City agrees that any alternative insurance shall provide equivalent benefits to those guaranteed in this Section. "Equivalent benefits" means:

(i) The employee can secure services from medical providers without prepayment by the employee to the same extent as with the current insurance;

(ii) The company does business nationally, and the coverage is recognized by medical providers out of state; and

(iii) Coverages, deductibles and exclusions are substantially similar to the current insurance;

(iv) An HMO will not be considered equivalent insurance.

Any change in insurance carrier shall involve all bargaining units of the City.

The City shall give written notice of intent to change insurance carrier. The Union shall, then, have seven (7) days to request a conference involving representatives of the Union, the City and the proposed insurance carrier. If the Union is not satisfied that the insurance is comparable, the Union, within thirty (30) days of the conference, shall state, in writing and in specific detail, every objection to the proposed insurance. Any objection not specifically stated is waived.

Any objections which cannot be resolved within an additional thirty (30) days shall be submitted to the American Arbitration Association under the rules for expedited arbitration.

The identity of the insurance carrier shall not be the proper subject of a grievance.

Section 8 - Holidays; "Holidays in Lieu" as "Winter Vacation":

Fire Fighting Division:

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 in 1987, 1988 and 1989, 12 (12 hour) days off with pay in lieu of being scheduled off on the day of observance of normal holidays (holiday time off to be taken in 24 hour shifts), in the months of September through May, as "Winter Vacation".

The following holidays are the normal holidays:

New Year's Day	-	January 1st
Lincoln's Birthday	-	February 12th
Washington's Birthday	-	February 22nd
Memorial Day	-	May 30th
Independence Day	-	July 4th
Labor Day	-	1st Monday in September
Veteran's Day	-	November 11th
Thanksgiving Day	-	4th Thursday in November
Day After Thanksgiving	-	
Christmas Eve	-	December 24th
Christmas Day	-	December 25th
New Year's Eve	-	December 31st

Any employee who works the first 12 hours of the shift beginning on one of the above days will be paid time and one-half for those 12 hours of the holiday worked. If an employee is scheduled to work overtime during the first 12 hours of a holiday, he shall be paid double time for those hours.

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. The Fire Chief shall respond to all such requests within one week.

In the event an employee is off sick during his scheduled holidays, and someone else requests that time, he will reschedule them within the holiday period on available dates. If rescheduling is not available, within the holiday period, the holidays will be transferred to the regular sick bank if the balance is less than 100 days. If the balance is more than 100 days, the holidays will be transferred to his reserve sick bank.

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:

Two employees from the same unit shall be allowed to schedule holiday time on the same date. This will only apply to units which are at full strength of seven firefighters.

Section 10 - Off Duty Training Pay:

It is recognized that an employee may be required to attend a 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 off duty 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 11 - 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 12 - Life Insurance:

The City will provide to each employee covered hereby, without cost of him, insurance on his life in the amount of Twenty Thousand (\$20,000.00) Dollars with double indemnity provision, and in the amount of One Thousand (\$1,000.00) Dollars 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 13 - 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 "A" attached hereto as follows:

<u>Seniority</u>	<u>Longevity Bonus as Percentage of Annual Salary</u>
Beginning with Four (4) Completed Years	2%
Beginning with Nine (9) Completed Years	4%
Beginning with Fourteen (14) Completed Years	6%

In the year that an employee enters a new seniority category or receives a change in annual salary longevity is to be prorated from the effective date of the change to the end of the year.

Section 14 - 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 difference between his regular salary and his military service pay for the period of the leave of absence, provided that the employee gives to the City's Fire Chief prompt advance 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 15 - Schedule Overtime; Holdover Pay; Call-In Pay; Standby Pay:

A. Scheduled Overtime:

For all scheduled work time outside of his individual schedule and in his regular job, an employee shall be paid at time and one-half the rate of his classification. For all scheduled work time outside of his individual schedule and in another job classification 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 scheduled employee, or to non-scheduled time which he voluntarily works for another employee.

B. Overtime Distribution Procedure:

When overtime is required, the following procedure shall be followed:

1. Platoon Eligible for Overtime:

A. If the same platoon is scheduled to work both the day before and the day after the overtime day, the overtime shall be offered to the platoon on Kelly days.

B. If different platoons are scheduled to work the day before and the day after the overtime day, the overtime shall be divided amongst those two platoons as follows:

i. The first twelve (12) hours of overtime shall be offered to the platoon scheduled to work the day immediately after the overtime day.

ii. The second twelve (12) hours of overtime shall be offered to the platoon which was scheduled to work the day before the overtime day.

2. Overtime Equalization List:

Each platoon shall maintain a permanent, cumulative record of the number of overtime days worked by each member of the platoon. Copies of such lists are attached as exhibits to the contract. The parties certify that such lists are current and accurate as of the date indicated on each list. Each time an employee actually works overtime, the employee shall be credited with the amount of time worked in quarter day increments.

3. New Hires/Transfers:

In the case of a new hire or an employee transferring to a different platoon, that employee shall be credited with the number of overtime days equal to the employee with the highest number of days on that platoon.

4. Employee Eligible for Overtime:

When overtime becomes available, it shall be first offered to the employee credited with the least amount of overtime on the platoon. If that employee declines, or if the employee cannot be located after reasonable efforts have been made, the overtime shall be offered to the next lowest employee on the list. This process shall be repeated until someone agrees to work the overtime.

5. Splitting Overtime Days:

In the case of a twenty-four (24) hour overtime day, if no employee on the platoon agrees to work the full 24 hours, the overtime will be offered in twelve (12) hour blocks in the same manner as in paragraph 4.

#### 6. Inability to Cover Overtime:

In the event that the above procedure does not result in coverage of the necessary overtime, the overtime shall be offered to the other platoon which is not working in the same manner as in 4 and 5 above.

#### 7. Officers Overtime:

The Sergeants and Lieutenants shall be on the same lists as the pipemen and shall be eligible for overtime to the same extent as pipemen. However, when a platoon is scheduled to be without either a regular Sergeant or Lieutenant, an officer shall be entitled to the overtime. The officer eligible for overtime shall be determined by applying subsections 1 - 6, ignoring any pipemen with less credited overtime.

For purposes of overtime distribution, Sergeants and Lieutenants shall be treated as being interchangeable.

#### 8. Limitation of Remedy:

The employer shall not, in any event, be required to pay more than one employee for the same overtime hours. An arbitrator or the Civil Service Commission shall only have authority to order the employer to abide by the overtime procedure. No employee shall be entitled to be paid for overtime hours not actually worked even if the wrong employee was called for overtime.

#### C. Holdover Pay:

An employee working a scheduled shift who continued on emergency work, such as civil commotion, ice, snow or rainstorm or other natural disaster, beyond his scheduled shift without break shall be paid the same as an employee receiving "Call-In Pay".

Holdover time involving the late return to station of an ambulance or fire run, after the employee's shift ends, will be paid a minimum of one hour at the rate of time and one-half. For time worked in excess of one hour, employees will be paid in increments of 15 minutes computed to the next quarter hour.

D. 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. For time worked in excess of one hour, employees will be paid in increments of 15 minutes computed to the next quarter hour.

E. 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 Five (\$25.00) Dollars for each period of twelve (12) consecutive hours during which he is on call and subject to reporting for duty.

F. Court Time:

When, as a result of performing job duties as a Firefighter or EMT, an employee is subpoenaed to make a court appearance, he shall continue to receive his regular pay for all time lost from his regularly scheduled work while testifying as a witness.

Effective January 1, 1988, when an employee is subpoenaed to make a court appearance, as a result of actions in the official performance of duty, at a time for which he had not been previously scheduled to work, he shall receive time and one-half pay for all hours necessary to make the court appearance. The employee shall assign his court appearance fee to the City.

The parties agree to review this Section in twelve months from its effective date to determine its impact.

Section 16 - Personal Business Time:

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, or for six (6) hours eight (8) times.

A new employee, hired after January 1st, will receive personal business time credit as follows:

<u>Hiring Date</u>	<u>Credit</u>
January 2 - March 31	48 hrs.
April 1 - June 30	36 hrs.
July 1 - September 30	24 hrs.
October 1 - December 31	12 hrs.

"Personal Business Time" shall not be cumulative year to year; any such credit remaining on January 1st from the prior year shall be cancelled.

Both parties agree that the decision pertaining to personal business time as set forth in the arbitration ruling issued by

George Roumell, Jr., May 27, 1975, will be binding on both parties during the term of this Agreement.

Section 17 - 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 examinations will be paid by the City. Alternate tests will be used for those employees not wanting x-rays, provided that the cost is comparable and that the tests are recognized by the medical profession as acceptable substitutes for x-rays.

Section 18 - 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. As long as the City provides the Optical Plan as stated in Section 7 of this Agreement, the City shall replace eyeglasses, only after an employee has used his benefits as stated in the Optical Plan.

Section 19 - 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, holiday credit and for 65 percent (65%) of paid sick time credit, which had not been used up to the time of his retirement.

An employee who resigns and who, at the effective date of his resignation, has ten (10) years, or more, service in the Fire Department, will be paid for any and all vacation credit, holiday credit, and for 65 percent (65%) of paid sick time credit, which he had not used up the effective date of his resignation.

Section 20 - 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 Charter, if and to the extent and on the bases provided for in such Retirement Pension Plan, except for the following:

The pension multiplier shall be 2% of gross wages. The employee's contribution shall be 5% of gross wages.

Effective January 1, 1989, the following improvements to the Pension Plan shall be made:

- 1) The multiplier shall be increased to 2.5% of Gross Wages as defined.
- 2) Employees will be eligible for Voluntary Retirement at age 50 with 25 years of service.
- 3) Pop Up Provision: If after a member elects pension Option A or Option B, his spouse who has insurable interest in his life, dies first, such member shall have the right to revert from the Option A or B to an actuarially equivalent straight life pension.

4) Annuity Withdrawal: At the time of retirement, employees will have the option of an annuity withdrawal from their pension plan.

Effective January 1, 1989, the employees contribution shall be increased to 6% of Gross Wages, as defined.

"Gross Wages" means all regular and overtime earnings, COLA and Longevity. Gross wages does not include any allowances, bonuses, lump sum payoffs of accumulated days off or any other form of compensation under this contract.

Beginning on January 1, 1979, and thereafter, any employee who retires will receive those benefits stated in the current Union Contract upon his date of retirement. Any further changes in benefits according to the contract with the City and the Fire Fighters would not affect any members already retired. Past retiree's benefits will be frozen according to the benefits of contract in effect at the time of their retirement.

Section 21 - Sick Time, with Pay:

An employee shall, upon completing his first six months employment, 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.

After completion of the six months period, an employee may apply sick time credit accumulated towards non-paid sick time off during the first six months.

Paid Sick Time Credit may be accumulated to a maximum of one hundred (100) days, or twenty-four hundred (2400) hours, by a member of the Fire Fighting Division. If an employee reaches the maximum accumulation, he shall thereafter be paid one-half (1/2) the hours which, otherwise, would be added to his Paid Sick Time Credit. The remaining one-half of the hours over 2400 shall be

added to a "Reserve Sick Bank" to be used only for illness and injury. Upon separation from the City, an employee will not be paid for any days remaining in the "Reserve Sick Bank".

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 Reserve Sick Bank first and then 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 Reserve Sick Bank or 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-half (1/2) hour after 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. The City shall have the right to select the physician and shall pay any costs of obtaining the certificate.

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 as established by Federal Law. The City deducts the employee's Social Security Tax from his paycheck, matches the amount deducted, and remits the total amount to the Federal Government, to the credit of the employee's Social Security Account.

Section 23 - Uniform Allowance:

During the month of January, each employee in the Fire Fighting Division covered hereby shall receive the following:

$$\frac{\text{November 1986 CPI}}{\text{November 1985 CPI}} \times 1986 \text{ Uniform Allowance} = 1987 \text{ Uniform Maintenance Allowance;}$$
 Effective January 1, 1988, the annual uniform allowance for employees in the Fire Fighting Division shall be \$485. The Uniform Maintenance Allowance is 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. Such being a payment for the following year, than beginning, an employee whose employment terminates for any reason during the year shall repay to the City an amount which represents the Uniform Allowance payment made to him for the period of the year during which he was not employed by the City. If an employee is off on sick leave or leave of absence for more than one hundred twenty (120) consecutive calendar days, his clothing allowance shall be prorated for the time actually worked.

Section 24 - Vacation, with Pay:

A. Eligibility and Allowances:

For Fire Fighting Division

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 prorated according to whichever 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: In the event an employee goes from one eligibility step to another during the year, his vacation eligibility shall be prorated from the effective date of his qualifying for the new eligibility step.

<u>Vacation Eligibility Years</u>	<u>Work Days as Vacation Days</u>
Beginning with one year through five years	6
Beginning with six years through eleven years	9
Beginning with twelve years through seventeen years	12
Beginning with eighteen years or more	15

An employee will be allowed to carry forward into a vacation year a maximum of fifteen (15) 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 by 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. The Fire Chief shall respond to such requests within one week.

In the event an employee is ill during scheduled vacation period, and someone else requests that time, he shall reschedule those days at another available time. In no event shall an employee lose any accumulated vacation due to the unavailability of time to reschedule.

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 in impairment of the City's services, in the judgment of the City's Fire Chief.

Section 25 - 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 one hundred eighty (180) 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 one hundred eighty (180) day period. For any one specific on the job illness or injury an employee shall be entitled to no more than one hundred eighty (180) days grace within one year of the date of the occurrence of the injury or illness.

If the employee continues in sick leave status, due to work-connected illness or injury, he will cease to accrue vacation and sick time and holiday time - but he will, beginning with the one hundred eighty first (181) calendar day of so being off-duty, be paid at his regular rate and he will be charged only two-thirds ( $2/3$ ) day against his Paid Sick Time Credit for each such day off-duty, continuing to the extent of his Paid Sick Time Credit.

If an employee is eligible 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.

An employee who becomes ill, or is injured on the job, will be treated at the nearest hospital of his choice, subject to prior approval of the Fire Chief or, in his absence, of the on duty shift commander.

Section 26 - 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 27 - 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.

Section 28 - Hours of Work, Wages, and Benefits Peculiar to Forty Hour Employees Outside the Fire Fighting Division:A. The Work Day:

The work day for these employees 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 work week shall be a five day forty hour week. Employees outside the Fire Fighting Division will be paid time and one-half of their regular rate for time outside of their schedule. 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.

It is mutually agreed that 40 hour employees shall have the option of receiving either compensatory time or overtime pay for any hours worked beyond their regularly scheduled 40 hours.

Compensatory time may be accumulated for overtime work on a 1½ times per hour basis.

B. Holidays:

The City recognizes the following holidays:

New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, 1/2 day Good Friday, New Year's Eve Day. Such an employee who is scheduled off-work for the 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.

C. Personal Business Time:

Each employee not in the Fire Fighting Division shall be credited with twenty four (24) 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 two (2) hours twelve (12) times, four (4) hours six (6) times or for eight (8) hours thrice and such period(s) shall be charged to and paid from his "Personal Business Time" credit.

D. 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 percent (2½%) of his straight time earnings for such shift. Such an employee whose work day begins

from Midnight to 8:00 a.m. shall receive a shift premium of five (5%) percent of his straight time earnings for such shift.

E. Sick Time, With Pay:

An employee shall, upon completing his first six month employment be credited with six (6) days 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 to the City. 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 eight hundred (800) hours for employees not in the Fire Fighting Division. 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. The remaining one-half (1/2) of the hours over 800 shall be added to a "Reserve Sick Bank" to be used only for illness and injury. Upon separation from the City, an employee will not be paid for any days remaining in the "Reserve Sick Bank". 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 Reserve Sick Bank first and then 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 not in the Fire Fighting Division must give the same notice and is bound by the other conditions relative to Doctor's Certificate pertaining to sick time as enumerated with respect to the Fire Fighting Division.

F. Vacation with Pay for Forty Hour Employees Outside  
the Fire Fighting Division:

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 prorated according to whichever of the vacation allowance tables, at its one year level, applies to him. Thereafter, if he is not 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 as follows: In the event an employee goes from one eligibility step to another during the year, his vacation eligibility shall be prorated from the effective date of his qualifying for the new eligibility step:

<u>Vacation Eligibility Years</u>	<u>Work Days as Vacation Days</u>
Beginning with one through five years	10
Beginning with six through eleven years	15
Beginning with twelve through seventeen years	20
Beginning with eighteen or more	25

An employee will be allowed to carry forward into a vacation year a maximum of twenty five (25) work days as vacation days from the preceding vacation year(s).

G. Uniform Allowance:

The Fire Inspector shall receive from the following uniform maintenance allowance:  $\frac{\text{November 1986 CPI}}{\text{November 1985 CPI}} \times 1986 \text{ uniform allowance}$   
= 1987 uniform maintenance allowance.

Effective January 1, 1988, the Fire Inspector shall receive an annual uniform maintenance allowance in the amount of \$765.

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 certify them as members of the Fire Department in the course of performing their duties.

H. Due to the fact that the Fire Inspector may be called for fire investigations during his off duty time, the City shall provide the Fire Inspector with a City car. If no car is available, the City will negotiate with the Union over payment of mileage and maintenance.

I. Funeral Leave, With Pay:

At the time of the death of a member of his immediate family, as defined below, an employee shall be granted leave of absence, as a funeral 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 three (3) of his scheduled work days of such funeral leave, if the funeral is held within a 250 mile radius of the City of Harper Woods, and for not to exceed four (4) of his scheduled work days of such leave if the funeral is held elsewhere.

"Immediate Family" shall mean Grandparent, Parent, Stepparent, Father-in-Law, Mother-in-Law, Spouse, Child, Child-by-Law, Grandchild, Brother or Sister, Brother-in-Law, Sister-in-Law, 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 Funeral Leave. The City may withhold payment if the employee did not make a reasonably prompt request for leave, prior to taking the time off, in all but such cases as the death may occur within a few hours of the duty time, so that his work could be covered in his absence.

#### 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 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 of his notice of change of address or of telephone number.

In the case of any 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".

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, fifty (50) 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 is 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 Conditions:

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 - Safety Committee:

The City and the Union agree that effective with this contract a Fire Department Safety Committee will be formed with the following membership:

Two appointees from the Union membership:

1. One department officer.
2. One pipeman.

One member from the City:

Fire Chief

This committee is to meet quarterly at a time mutually agreeable to the members for the purpose of discussing safety matters and recommending safety improvements where indicated.

Attendance at meetings is unpaid.

Section 11 - Subcontracting:

The employer, after consultation with the Union as to the reasons therefore, shall have the right to subcontract unit work, provided that in so doing unit employees shall not be laid off.

Section 12 - New Positions:

In the event a new position is established in the Fire Department which position falls within the definition of the bargaining unit, the City will, before hiring an employee to fill the position, meet with the Union and attempt to negotiate wages, hours and working conditions for the position.

Section 13 - 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 Agreement, 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 XIIGRIEVANCE PROCEDURESection 1 - Definition of a Grievance:

A grievance is defined as a claim of 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 fifth 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 fifth 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 fifth 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 has taken a grievance through Step 3 of the Grievance Procedure without satisfactory resolution of the grievance, the Union may appeal to the City Council by giving

written notice to the City Manager who will arrange for the Union to present its grievance before the City Council within 30 days of the end of Step 3. The City Council will give a written reply concerning its disposition of the grievance within 30 days of the meeting on the grievance.

Step 5:

If the Union wishes to appeal denial of a grievance in Step 4, 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 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 XIIISPECIAL PROCEDURESSection 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.

The Fire Chief shall act promptly and without unreasonable delay in giving that notice. Under normal circumstances, notice should be given within ten (10) days of the Fire Chief learning of the offense. If an investigation is necessary, notice shall be given within ten (10) days of completion of the investigation.

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 resolved at Step 4, the Union may appeal to arbitration as provided in Step 5 of the Grievance Procedure.

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.

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, 1987, 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, 1989, and for successive annual periods thereafter unless 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, renegotiation, change or amendment of this Agreement. In the event of such notice, the parties shall begin to hold negotiation meetings no later than sixty (60) 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.

In the event the City changes the residency policy for any other bargaining unit, the City agrees to re-open this contract to discuss residency.

LOCAL NO. 1188, INTERNATIONAL  
ASSOCIATION OF FIRE FIGHTERS

By:

Clifford Weidel  
CLIFFORD WEIDEL, President

By:

Robert Grabowski  
ROBERT GRABOWSKI,  
Secretary-Treasurer

By:

Michael Morency  
MICHAEL MORENCY,  
Vice President

CITY OF HARPER WOODS

A Michigan Municipal Corporation

By:

James R. Haley  
JAMES R. HALEY, Mayor

Mickey D. Todd  
MICKEY D. TODD, City Clerk

APPROVED AS TO FORM:

J. Russell La Barge  
J. Russell La Barge, City Attorney

APPROVED AS TO CONTENT:

James E. Leidlein  
James E. Leidlein, City Manager

APPENDIX "A"  
TO  
AGREEMENT  
JANUARY 1, 1987 - DECEMBER 31, 1989  
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 1-1-87</u>	<u>Effective * 1-1-88</u>	<u>Effective 1-1-89</u>
Firefighter	\$31,256.49	\$31,256.49	\$32,194.18
Sergeant	34,694.70	34,694.70	35,735.55
Inspector	37,820.35	37,820.35	38,954.96
Lieutenant	37,820.35	37,820.35	38,954.96

The maximum annual base salaries above, for classifications other than Firefighter, are computed by adding to the Firefighters maximum annual base salary 11% thereof in the case of Sergeant and 21% thereof in the case of Lieutenant and Inspector.

For Firefighters appointed after July 1, 1980:

<u>Step</u>	<u>Full Time Employment</u>	<u>Effective 1-1-87</u>	<u>Effective 1-1-88</u>	<u>Effective 1-1-89</u>
1	Upon Hiring	\$22,030.98	\$22,030.98	\$22,691.91
2	6 Months	24,341.62	24,341.62	25,071.87
3	18 Months	26,647.65	26,647.65	27,447.08
4	30 Months	28,953.70	28,953.70	29,822.31
5	42 Months	31,256.49	31,256.49	32,194.18

\* In lieu of a wage increase in 1988, all employees will be paid a one time Bonus in the Amount of \$825 during the first week of January 1988.

