

6/30/2000

4561

COLLECTIVE BARGAINING AGREEMENT

by and between

CITY OF DEARBORN HEIGHTS

and

LOCAL #1355 OF THE INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS

a / k / a

DEARBORN HEIGHTS PROFESSIONAL
FIREFIGHTERS UNION LOCAL 1355,
AFL-CIO

1996 - 2000

Dearborn Heights, City of

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ARTICLE 1
COLLECTIVE BARGAINING AGREEMENT

This Agreement between the CITY OF DEARBORN HEIGHTS, MICHIGAN, a municipal corporation, hereinafter called the City, and LOCAL #1355 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, also known as the DEARBORN HEIGHTS PROFESSIONAL FIREFIGHTERS UNION, LOCAL 1355, AFL-CIO, hereinafter called the Union. WITNESS THE: That the parties hereto, in consideration of the mutual covenants and agreements hereinafter contained, do hereby agree as follows:

ARTICLE 2
PURPOSE AND DEFINITION

Section 1. Purpose. The parties hereto have entered into this Agreement pursuant to the authority of Act 379 of the Public Acts of 1965, as amended, to incorporate understandings previously reached and other matters into a formal contract; to promote harmonious relations between the City and the Union, in the best interests for the community; to improve the public firefighting service; and to provide an orderly and equitable means of resolving future differences between the parties.

Section 2. Definitions. "City" shall include the elected or appointed representatives of the City of Dearborn Heights, Michigan. "Union" shall include the officers or representatives of the Union. Whenever the singular word "employee" is used, it shall include the plural.

ARTICLE 3
WAGES

Section 1. General. The salary schedule attached hereto as Exhibits A, B, C, and D shall be in effect for the term of this Agreement except as mutually agreed to by the City and the Union.

Section 2. Annual Base Salary. Annual Base Salary shall be the rate as it appears in Exhibits A, B, C. and D. The City will guarantee that the existing differential between ranks as a percentage of a Firefighter's salary will be maintained as follows:

Pump Operator (Sergeant)	108.0%
Lieutenant	117.5%
Fire Inspector*	117.5%
Fire Inspector 5 years	120.0%
Captain	122.5%
Fire Marshal	126.5%
Deputy Chief	131.5%

Fire Inspectors: Wherever in this Agreement the rank of Fire Inspector is mentioned including but not limited to Article 3, Section 2 and all salary schedules, said rank of Fire Inspector shall be equivalent of, and paid at, the rank of Lieutenant for any and all future promotions on and after the date of January 3, 1992.

Section 3. Effective on the dates indicated, salary maximum will be increased by multiplying the stated percentage times the firefighter maximum salary base.

FIREFIGHTER MAX WAGE INCREASE		FIREFIGHTERS MAX SALARY
7/01/96	4.0% of top pay	1996/1997
7/01/97	3.0% of top pay	1997/1998
7/01/98	3.0% of top pay	1998/1999
1/01/99	3.0% of top pay	1999/2000

Section 4. Persons hired into the bargaining unit shall be paid in accordance with the following schedule:

School Start	Hourly Rate Limit 40 Hrs. 60% of full paid firefighter
6 Months From Date of Hire (DOH)	65% of full paid firefighter
1st Anniversary Date of Hire (DOH)	70% of full paid firefighter
2nd Anniversary Date of Hire (DOH)	75% of full paid firefighter

3rd Anniversary Date of Hire (DOH)	80% of full paid firefighter
4th Anniversary Date of Hire (DOH)	90% of full paid firefighter
5th Anniversary Date of Hire (DOH)	Firefighter Maximum Pay

Minimums:

All rates one (1) year and below are minimum rates; any payment in excess of these rates will cause all similarly situated persons to be increased. The City having increased, will not decrease these persons but may hold until seniority equals schedule payment levels.

Section 5. New firefighters normally working a twenty-four (24) hour schedule but working an eight (8) hours schedule while in school shall be considered twenty-four (24) hour personnel for purposes of benefits.

**ARTICLE 4
FICA**

Effective on July 1, 1996 and thereafter FICA of six and seven tenths (6.7%) shall be rolled into the base wage and shall be reflected on all previously FICA reimbursed wages.

**ARTICLE 5
COVERAGE**

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

**ARTICLE 6
RECOGNITION**

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

**ARTICLE 7
AGENCY SHOP**

Section 1. The parties recognize that all employees covered by this Agreement shall pay their fair share of the cost of negotiating and administering the Agreement.

Section 2. It shall be a continuing condition of employment that all employees covered by this Agreement shall either maintain membership in the Union by paying the Union's uniform dues, fees and assessments, or shall pay a collective bargaining service fee for cost of negotiating and administering this and succeeding agreements.

Section 3. Any employee who has failed either to maintain membership or to pay the requisite agency fee shall not be retained in the bargaining unit covered by this Agreement; provided, however, no employee shall be terminated under this Article unless:

(a) The Union has notified that employee by letter addressed to that employee's last known address stating that such employee is delinquent in payment of dues or fees, specifying the current amount of delinquency, and warning the employee that unless such amount is tendered within ten (10) calendar days, such employee will be reported to the City for termination from employment as provided for herein, and

(b) The Union has furnished the City with written notice that the foregoing procedure has been followed or has supplied the City with a copy of the notice that the employee has not complied with such request. The Union must further provide the City with a written demand that the employee be discharged in accordance with this Article.

**ARTICLE 8
CHECK-OFF**

Section 1. The City shall deduct monthly, as dues or equivalent agency service fees as above provided, from the pay of each employee from whom it receives an authorization to do so, the required amount for the payment of Union dues, fees, and assessments, or equivalent agency service fees, as above provided.

Section 2. The City agrees to deduct from the pay of each employee from whom it receives an authorization to do so, the amount specified upon the authorization. Each employee utilizing the City deduction from pay for the remittance of sums to the Union shall provide the City an Authorization in the form attached hereto as

Attachment 2. The form shall include an agreement by the employee to hold the City harmless against any and all claims, demands, lawsuits, or other forms of liability that may arise out of, or by reason of action taken or not taken by the City for purposes of providing the deduction service.

Section 3. Such sums deducted from an employee's pay, accompanied by a list of employees from whose pay such sums have been deducted and the amount deducted from such deductions and from whom no deductions were made and the reasons therefor, shall be forwarded to the Union Treasurer of the Local Union at 6100 Drexel, Dearborn Heights, Michigan 48127, within the month such collections are made.

Section 4. In the event that a refund is due any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union.

Section 5. The Union shall indemnify and save the City harmless against any and all claims, demands, lawsuits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the City for the purpose of complying with any of the provisions of this Article.

Section 6. The City shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made; and if for any reason it fails to make a deduction for an employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.

ARTICLE 9 UNION ACTIVITIES

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

ARTICLE 10
RELEASED TIME

Section 1. Union business shall take precedence overall other non-emergency duties assigned to the President, for example, cooking, shopping, hydrant detail, and recurring routine training. However, Department emergency runs will take priority over Union business.

Section 2. Officers and other representatives of the Union shall be afforded reasonable time during regular working hours without loss of pay to fulfill their Union responsibilities, including negotiations with the City, processing of grievances, and administration and enforcement of this Agreement.

Section 3. (a) Three (3) elected delegates of the Union will be excused from work up to three (3) work days for purposes of attending the IAFF National Convention and the MSFFA State Convention. The three (3) elected delegates will receive their regular pay from the City but shall not be considered on duty. The City will not be responsible for any delegate expenses incurred as a result of attending such convention.

(b) Up to three (3) elected delegates of the Union will be excused from work up to three (3) work days for the purpose of attending conferences or seminars relating to the administration of the collective bargaining agreement provided those conferences or seminars are held outside the County limits and that the City is not required by manpower restrictions to call in persons to replace persons attending; provided one Union designated person shall be permitted to attend such conference whether or not call in is necessary. Delegates shall be allowed to attend all IAFF and MSFFU Fourth (4th) District Meetings. Designated delegates will receive their regular pay from the City but shall not be considered on duty. The City will not be responsible for any delegate expenses incurred as a result of attending such conference or seminar.

Section 4. The Union in contract negotiations may be represented by employees in the bargaining unit, not to exceed four (4). In addition, the Union may be represented in contract negotiations by Counsel, IAFF representatives and MSFFU representatives.

ARTICLE 11
DISTRIBUTION OF AGREEMENT

Sufficient numbers of this Agreement shall be given to the Union for distribution to the bargaining unit.

ARTICLE 12
BULLETIN BOARDS

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

ARTICLE 13
MEETINGS

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

ARTICLE 14
SENIORITY

Seniority and its application shall be governed by the provisions of Act 78, Public Acts of 1935, as amended; except as provided in this Agreement to the contrary.

ARTICLE 15
CIVIL SERVICE

Section 1. All members of the firefighters' bargaining unit shall be governed by the provisions of Act 78, Public Acts of 1935, as amended; Including the testing and promotional procedure for all ranks in the Fire Department, except as provided in this Agreement to the contrary.

Section 2. (a) Fire Inspectors shall not be permitted to write an Act 78 promotional examination for, or be promoted to, the position of Fire Suppression Division Captain, nor shall Fire Inspectors be permitted to write an Act 78 promotional test for, or be transferred or promoted to, the position of Fire Suppression Division Lieutenant.

(b) Only persons holding the rank of Lieutenant, Pump Operator or Firefighter with five (5) or more years of Fire Department bargaining unit service may write an Act 78 promotional examination for the position of Fire Inspector.

Section 3. The rank of Pump Operator is not a requirement to test for the position of Lieutenant.

ARTICLE 16 RETIREMENT - PENSION PLAN

Section 1. A firefighter in the bargaining unit shall be entitled to a pension, provided by Public Act 345, at the rate of two and eight tenths (2-8/10%) percent. Dearborn Heights firefighter bargaining unit members shall receive pensions according to the terms of Public Act 345, as amended or as negotiated by the parties to this Agreement. Retirement pensions for firefighter Act 345 pension plan members will be computed and paid as follows:

Upon retirement from service (as defined in Act 345, Section 6(1)) a member shall receive a regular retirement pension payable throughout the member's life of two and eight-tenths (2-8/10%) percent of the member's average final compensation multiplied by the first twenty-five (25) years of service credited to the member, plus one percent (1%) of the member's average final compensation multiplied by the number of years, and fractions of a year, of service rendered by the member which are in excess of twenty-five (25) years up to thirty (30) years of Fire Department service credited, plus one half (.5%) percent of the members average final compensation multiplied by the number of years, and fractions there of a year, of Fire Department service by the member which are in excess of thirty (30) years of Fire Department service credited. Years thirty six (36) and above zero (0%) percent. (Not withstanding any purchase of military time.)

Effective July 1, 1982 in accordance with Section 6(f) (MCLA 38.556 (f)) average final compensation will be taken from the average of the three (3) years of highest annual compensation received during the ten (10) years of service immediately preceding retirement or leaving service.

Section 2. This provision shall apply as long as State Act 345 is not amended to the contrary.

Section 3. Persons that used accumulated paid sick time to purchase military time during the 1983-1986 contract term have had such person's maximum number of sick days permanently reduced so as to reflect the buy back of such days by the City.

Section 4. Effective July 1, 1996, the City agrees that the bargaining unit members' Act 345 contribution is raised to five and one-half (5.5%) percent.

Section 5. The pension board shall comply with I.R.S. Section 415 in regards to not exceed the tax-exempt status.

ARTICLE 17 40 HOUR PERSONNEL

Section 1. The controller shall certify at time of transfer to the Union the following information for each forty (40) hour person:

- (1) Date transferred to forty (40) hours.
- (2) Rank held at time of transfer to forty (40) hours.
- (3) Twenty-four (24) hour sick days in the bank at the time of transfer to forty (40) hours.

Section 2. Forty (40) hour personnel entitled at retirement to be paid for earned sick time frozen at the time of transfer from the Firefighting Division to the Fire Prevention Division or equivalent transfer situation, will be paid at retirement for such frozen time at the maximum rate in force at the time of retirement for the rank last held in the Firefighting Division.

ARTICLE 18 RESIDENCY

Commencing July 1, 1996, bargaining unit members with ten years of service will be permitted to live outside the City of Dearborn Heights within a forty mile radius from any point of the city. If the radius touched a City or Township, a union member shall be permitted to live in that City or Township. Any member living outside the City limits shall be placed at the bottom of the emergency call-in list by seniority. If Legislation regarding Residency is enacted which would improve this residency provision for any member, such Legislation shall immediately supersede the Residency provision of this agreement.

ARTICLE 19
LUMP SUM DISTRIBUTIONS

Persons retiring shall receive any lump sum distribution to which entitled (for example: accumulated sick and vacation time) at the time of retirement in three (3) installments commencing with such person's first day of retirement with interest being paid on a declining balance method at the passbook interest rate of the City Depository on date of retirement:

First Installment:	32%
Second Installment:	34%
Third Installment:	<u>34%</u>
	100%

The second installment to be paid upon the first anniversary date of retirement. The third installment to be paid on the second anniversary date of retirement.

ARTICLE 20
OTHER AGREEMENTS AND ORGANIZATIONS

Section 1. Other Agreements. The City shall not enter into any agreements with employees covered by this Agreement individually or collectively or with any other organizations seeking to represent such employees which in any way conflicts with the provisions hereof.

Section 2. Other Organizations. Employees may belong to other organizations, but not as a condition of employment with the City, nor may such other organizations represent any employee with respect to wages, hours, or conditions of employment or in derogation of the exclusive bargaining agency of this Union.

ARTICLE 21
HOURS OF EMPLOYMENT

Section 1. Work Schedule. (a) The work schedule of employees shall be as prescribed by Act 125, Public Acts of 1925, as amended by Act 115, Public Acts of 1965, as amended; and as forty (40) hours per week personnel, it shall be eight (8) hours per day, five (5) days per week, Monday through Friday, excluding all holidays set forth in this Agreement.

(b) The Deputy Chief shall be an eight (8) hour per day, forty (40) hours per week person. Work days and work hours of the Deputy Chief outside of the regular work schedule of other forty (40) hour Department personnel may be adjusted by the Department so that the actual work time of the Deputy Chief does not exceed forty (40) hours in one Department work week or eight (8) hours in one (1) Department work day; provided that Department required response to an emergency incident after 4 p.m.. Monday through Friday or on Saturday or Sunday at any time shall be at overtime unless the Deputy Chief is already at work. The Deputy Chief will be entitled to overtime only where the Deputy Chief's actual working hours exceed eight (8) in a single Department workday, or forty (40) in one (1) Department work week.

Section 2. The City shall maintain a forty-eight (48) hour work week. The schedule shall be worked under the three (3) platoon system with every seventh (7th) working day a Kelly Day. No two (2) officers or pump operators will be off on a Kelly Day at the same time. The schedules to be used are attached hereto (Exhibits No. 1 and No. 2 - Pages 12 & 13), which shall be considered as examples. This pertains to all personnel in the Firefighting Division.

Section 3. The starting time for the Firefighting Division shall be 7:00 a.m.

Section 4. (a) Personnel shall be allowed reasonable time for rest during the work day with supervisory consent, except on those days observed as Holiday Routine, wherein Holiday Routine applies.

(b) The work day for forty-eight (48) hour personnel will consist of three (3) reasonably scheduled meal times.

(c) Each forty-eight (48) hour employee will contribute money for the purchase of food items at the expense of the employee, amount to be determined by that units majority vote.

Section 5. Work other than emergencies shall not be done after 3:00 p.m. Department Administration will assign daily work goals through a detailed order directed to the shift officer in charge (OIC) for the day in question. The detailed order will be issued prior to the day for which the order is effective. The OIC has the discretion to suspend station duties and routine work prior to 3:00 p.m. Full-time employees may, if they choose, voluntarily agree to train or train with paid volunteers on Saturdays.

Section 6. Trading of Days Subject to Department manpower requirements, employees shall be permitted to voluntarily trade work, leave or Kelly Days. A maximum FOUR HOUR buddy switch for emergency situations or schooling will be allowed when an individual is called in to work an extra shift (overtime). In the case of a Captain being called in because of an Officer shortage, such Captain may buddy switch with another Lieutenant or Captain only. Lieutenants can buddy switch with another Captain or Lieutenant only.

As in all buddy day switches, approval has to be granted by the Senior Officer on duty.

Buddy switches shall be permitted on an officer for officer basis of the rank of Lieutenant or higher and on the basis of a Firefighter for Firefighter of the rank of Pump Operator or below. In the case of promotions, paybacks must be made prior to the end of the promotion probation period.

Section 7. Temporary positions due to sickness, P.T.O., funeral leave, union business, court and morgue time, etc., shall be filled at the discretion of the officer in charge.

Section 8. "KELLY DAYS" EXHIBIT NO. 1

STATION NO. 2

Kelly	No.	"A" Unit	"B" Unit	"C" Unit
1	1.	Capt.		
2	2.	Lt.		
3	3.	P.O.		
4	4.	P.O.		
5	5.	F.F.		
6	6.	F.F.		
7	7.	F.F.		
1	8.	F.F.		
2	9.	F.F.		
3	10.	F.F.		
4	11.	F.F.		

Same as "A" Same as "A"

STATION NO. 1

Kelly	No.	"A" Unit	"B" Unit	"C" Unit
5	1.	Capt.	_____	Same as "A"
6	2.	Lt.	_____	Same as "A"
7	3.	P.O.	_____	
1	4.	P.O.	_____	
2	5.	F.F.	_____	
3	6.	F.F.	_____	
4	7.	F.F.	_____	
5	8.	F.F.	_____	
6	9.	F.F.	_____	
7	10.	F.F.	_____	

EXHIBIT NO. 2

FORTY-EIGHT HOUR SCHEDULE
THREE PLATOON

SUN	MON	TUES	WED	THURS	FRI	SAT
17	7	17	7	17	7	OFF
OFF	OFF	17	7	17	7	17
				K	K	
7	OFF	OFF	OFF	17	7	17
7	17	7	OFF	OFF	OFF	17
7	17	7	17	7	OFF	OFF

Every 7th Work Day is a Kelly
 10* Days Worked 7:00 a.m. to 12:00 a.m.
 10 Days Worked 12:00 a.m. to 7:00 a.m.

ARTICLE 22
LAYOFFS

Section 1. Layoff. (a) An individual in the position to be reduced shall be returned to the last rank or position held prior to achieving the position being reduced.

(b) A bargaining unit member laid off due to a reduction in force and recalled pursuant to Article 22, Section 2 shall not have such member's seniority date adjusted if such person is recalled within one (1) year. If a bargaining unit member's layoff exceeds a period of one (1) year, upon such member's recall under Article 22 Section 2 such member's seniority shall be adjusted by the amount of time such member's layoff exceeded one (1) year.

(c) A bargaining unit member while on layoff does not earn or accrue any benefit provided for in this Agreement including but not limited to sick days, vacation days, personal days or holidays.

(d) When employment or seniority is interrupted by layoff, discharge, quit, strike, retirement, leave of absence or any other reason, all insurance coverage continues only for the balance of the month in which such termination occurs or until the next premium is due, whichever is sooner.

Section 2. Recall From Layoff The parties agree that a laid-off employee shall retain recall rights for a period not to exceed the employee's departmental seniority or retirement age, whichever is sooner.

Section 3. Budgetary Reduction in Force In the event that the City shall decide to reduce the number of budgeted Officer or Pump Operator positions thereby causing an Officer to be demoted, the Officer or Pump Operator demoted for budgetary reasons shall be recalled to the higher position the employee previously held when such position is again budgeted.

ARTICLE 23 BUMPING PROCEDURE

Section 1. All Officers and Pump Operators will use time in grade when signing the Master Bump Sheet. (Exhibit No. 3).

Section 2. There shall be two (2) Captains per shift, one (1) at each station, two (2) Lieutenants per shift, one (1) at each station, four (4) Pump Operators per shift, two (2) at each station; placement shall be as per exhibit #3, the Master Bump List.

Section 3. All Firefighters with two (2) years or more seniority shall place their name in seniority order on the Master Bump Sheet. The employee's preference of unit and station shall be honored.

Section 4. Employees with less than two (2) years, to be assigned by the Chief of Department. They shall be listed on the Bump Sheet by January 1, of each year, which shall be posted by January 1.

EXHIBIT NO. 3
STATION NO. 2

MASTER BUMPING LIST

"A" Unit		"B" Unit		"C" Unit	
1. Capt.	_____	1. Capt.	_____	1. Capt.	_____
2. Lt.	_____	2. Lt.	_____	2. Lt.	_____
3. P.O.	_____	3. P.O.	_____	3. P.O.	_____
4. P.O.	_____	4. P.O.	_____	4. P.O.	_____
5. F.F.	_____	5. F.F.	_____	5. F.F.	_____
6. F.F.	_____	6. F.F.	_____	6. F.F.	_____
7. F.F.	_____	7. F.F.	_____	7. F.F.	_____
8. F.F.	_____	8. F.F.	_____	8. F.F.	_____
9. F.F.	_____	9. F.F.	_____	9. F.F.	_____
10. F.F.	_____	10. F.F.	_____	10. F.F.	_____

STATION NO. 1

"A" Unit		"B" Unit		"C" Unit	
1. Capt.	_____	1. Capt.	_____	1. Capt.	_____
2. Lt.	_____	2. Lt.	_____	2. Lt.	_____
3. P.O.	_____	3. P.O.	_____	3. P.O.	_____
4. P.O.	_____	4. P.O.	_____	4. P.O.	_____
5. F.F.	_____	5. F.F.	_____	5. F.F.	_____
6. F.F.	_____	6. F.F.	_____	6. F.F.	_____
7. F.F.	_____	7. F.F.	_____	7. F.F.	_____
8. F.F.	_____	8. F.F.	_____	8. F.F.	_____
9. F.F.	_____	9. F.F.	_____	9. F.F.	_____
10. F.F.	_____	10. F.F.	_____	10. F.F.	_____

Section 5. The Master Bump Sheet shall be filled out by no later than February 1, of each year.

Section 6. Transfers shall take effect around April 1, of each year and shall remain in effect until the following March 31. There shall be no other transferring without mutual agreement of the parties; provided that individual changes may be made by the City for cause in accordance with the terms of this agreement.

Section 7. All personnel to be transferred shall be notified no less than thirty (30) days prior to transfer in writing.

Section 8. Employees requesting change of Unit shall suffer loss of day or days, if any. For promotional transfers, persons to be transferred shall be entitled to a fifteen (15) day notice; provided such persons may waive notice.

Section 9. The Master Bump Sheet shall be located at Fire Headquarters, Station No. 2.

Section 10. If an employee's name is not on the list by February 1, of each year, the employee shall be placed by the Department and Union.

Section 11. Pump Operators, Lieutenants and Captains on probation may be placed by the Chief of Department, otherwise seniority will prevail.

Section 12. The Chief may transfer any forty-eight (48) employee from one station to another for training purposes once every 60 days, between the hours of 0700-1500 on non-holiday routine days, after a thirty (30) day written notice.

ARTICLE 24 TRANSFER BETWEEN DIVISIONS

A transferee between the Firefighting and Fire Prevention Division shall receive all fringe benefits in accordance with the schedule for the Division into which such transferee has transferred and at the wage rate for the Division into which transferred notwithstanding the rate at which earned. For example, a transferee from the Firefighting Division to the Fire Prevention Division or equivalent shall earn and be charged at the rate of eight (8) hours per day while in the Fire Prevention Division or such equivalent.

Unless the Fire Prevention Division is eliminated temporarily or permanently, under no circumstances shall personnel assigned to the Fire Prevention Division be assigned duties which are normally performed by personnel in the Firefighting Division unless all Firefighting Division employees available for duty have been offered the opportunity to work.

ARTICLE 25
RANK STRUCTURE / MANPOWER - OFFICERS

Section 1. The City shall maintain at least one (1) officer on duty at each station at all times. The only exception to this Section is that if no officer is available, Article 43 shall apply. The rank structure for Fire Suppression shall be; Officers: Captain, Lieutenant. Non Officers: Pump Operator, Fire Fighter. Time in grade for each rank shall prevail.

Section 2. In the event both officers from Headquarters Station are absent, the lowest ranking officer from Station No. 1 will suitcase to Headquarters Station.

Section 3. In the event both officers from Station No. 1 are absent, the lowest ranking officer from Headquarters shall suitcase to Station No. 1.

Section 4. (a) To the existing requirements for promotion to the rank of Lieutenant in the Dearborn Heights Fire Department shall be added the requirement that an individual have a then current Certification from the State of Michigan as a LALS-Emergency Medical Technician Specialist (LALS/EMT-S).

(b) No person shall be eligible for promotion, nor shall any person be promoted, to the rank of Lieutenant in the Dearborn Heights Fire Department unless that person then possesses the certification of LALS/EMIT-S identified in paragraph (a) above.

ARTICLE 26
MANPOWER

The Union agrees that firefighting dispatching may be done by non-bargaining unit employees including civilians or Police Department employees. The parties agree that the City shall at all times maintain a minimum of forty-eight (48) uniformed, bargaining unit positions within the Firefighting Division. If the number of filled positions in this Division ever falls below forty-eight (48), the City agrees immediately to bring the Division up to required minimum strength pursuant to the provisions of Act 78 Public Acts of 1935, as amended.

ARTICLE 27
LONGEVITY PAY

Section 1. In addition to the salary set forth in the salary schedule attached hereto as Exhibits A, B, C, and D employees shall receive longevity pay as follows:

Persons in the bargaining unit as of "June 30, 1983

5 Years	-2%
8 Years	-3%
10 Years	-4%
12 Years	-5%
15 Years	-6%
17 Years	-6.5%
20 Years	-7%

Persons hired into the unit and on the payroll " July 1, 1983" and thereafter

5 Years	.75%
8 Years	1.25%
10 Years	2.00%
12 Years	2.50%
15 Years	3.25%
17 Years	3.75%
20 Years	4.50%

Section 2. The anniversary date for computing longevity pay shall be January 1st of each year, and shall be paid on the preceding December 1st.

Section 3. Longevity pay for an employee at the time of termination of such an employee's employment shall be computed pro rata from date of termination of employment to January 1st of the same year.

ARTICLE 28
OVERTIME PAY

Section 1. 48-Hour Week Personnel

Time and one-half (1-1/2) overtime pay shall be paid to all employees for all work in excess of their regularly scheduled work day twenty-four (24) consecutive hours or work week (forty-eight (48) hours in a six (6) calendar day cycle). Such overtime shall be paid at one and one-half (1-1/2) times the employee's prevailing hourly rate, which for the purpose of this Agreement, shall be deemed to be the annual salary for such employee as set forth in Salary Exhibits attached hereto, divided by two thousand four hundred and ninety-six (2,496) hours. Time and one-half (1-1/2) to be paid for all overtime worked with a minimum call-in pay of two (2) hours. The employee shall be entitled to stay two (2) hours or may leave and be paid for the time that employee works, to the even or half hour.

Section 2. Forty (40) Hour Week Personnel

(a) Time and one-half (1-1/2) overtime pay shall be paid to all employees for all work in excess of the regularly scheduled work day, eight (8) hours or work week forty (40) hours. Such overtime shall be paid at one and one-half (1-1/2) times the employee's prevailing hourly rate, which for the purpose of this Agreement shall be deemed to be the annual salary of each employee as set forth in Salary Exhibits attached hereto, divided by two thousand-eighty (2,080) hours, or the employee may take compensatory time, at time and one-half (1-1/2), for all hours worked overtime, at the employee's discretion within that calendar year, with a limit of number of hours being accumulated of forty (40) hours. Time and one-half (1-1/2) to be paid for all overtime worked with a minimum call-in pay of two (2) hours. The employee shall be entitled to stay the two (2) hours or may leave and be paid for the time that employee works to the even or half hour.

(b) The Deputy Chief shall not be subject to a continuous hour or continuous days requirement but shall work a flexible hours schedule without overtime pay being required unless actual work in one (1) day exceeds eight (8) hours or unless actual work in one (1) work week exceeds forty (40) hours.

Section 3. Relates to Rescue Runs and Fire Alarms

(a) If an employee comes in any time up to the first half hour, but no more than the first half hour, such employee would be required to spend at least until fifteen (15) minutes past the hour in the station and if that employee came in after the half hour, that employee would be expected to spend until forty-five (45) minutes after the hour in the station and then the employee could go home. On and after September 19, 1991, a bargaining unit employee working after 7:00 a.m. will be paid one half (1/2) hour overtime if that person leaves work before 7:30 a.m. and one (1) hour of overtime if the employee works after 7:30 a.m. and leaves at 8:00 a.m.; provided, there shall be no option on the part of the employee to remain after 7:30 a.m.

(b) If there is an officer shortage or a manpower shortage at 7:00 a.m. and the employee that is called in to work cannot report at 7:00 a.m., the below procedure shall be followed (Paragraph c).

(c) If there is an officer or manpower shortage at the beginning of a shift, an employee shall be required to stay over one (1) hour while an employee or an officer is called in for overtime. If the employee called in to work cannot report for duty until 7:30 a.m., the employee who is to report for duty shall be told to report at 8:00 a.m. The employee that is held over shall be required to stay until 8:00 a.m.

(d) If anyone is called in to work for overtime, such employee shall report to duty as soon as possible, starting on the hour or half hour.

Example: If you call an employee at 2:45 p.m., that employee shall report to work at 3:00 p.m., or 3:30 p.m.

Section 4. Commencing July 1, 1996, When any special assignment, which involves overtime pay, are to be delegated to the bargaining unit, the following procedure shall apply:

(a) The position shall be posted for fourteen (14) consecutive calendar days to permit interested persons to inform the Chief of their interest.

(b) The rank of the person to fill the special assignment shall be determined by the Chief.

(c) Upon conclusion of the posting period, the Chief shall appoint personnel to the special assignment(s) in the Chief's exclusive discretion.

(d) The person(s) appointed by the Chief to the special assignment shall serve in such special assignment at the discretion of the Chief.

(e) All work schedules and time spent in the special assignment shall be subject to approval by the Chief or designee.

ARTICLE 29
HOLIDAYS AND HOLIDAY PAY

Section 1. Holidays Defined

- | | |
|----------------------|----------------------|
| (a) New Year's Day | (g) Labor Day |
| (b) President's Day | (h) Veteran's Day |
| (c) Good Friday | (i) Thanksgiving Day |
| (d) Easter Sunday | (j) Christmas Eve |
| (e) Memorial Day | (k) Christmas Day |
| (f) Independence Day | (l) New Year's Eve |

Section 2. Holiday Pay for Persons in the bargaining unit and on Payroll as of June 30, 1983:

(a) Each employee shall receive, in addition to the employee's regular salary, annual holiday pay for such holidays, computed as follows: The employee's annual base salary divided by two hundred sixty (260) times twelve (12). Where twelve (12) represents the number of holidays per year. Annual holiday pay shall be deemed earned as of January 1st of each year and shall be paid on the preceding December 1st.

(b) A new employee with less than one (1) year seniority shall be entitled to compensation for only those holidays which are celebrated after the date of that employee's employment, at the rate of the employee's annual base salary divided by two hundred sixty (260) for each such full holiday.

(c) Upon termination of employment employees with at least one (1) year departmental seniority shall be entitled to receive compensation equal to the number of holiday having occurred since the preceding January 1st and the date of such termination.

Section 3. Persons hired into the bargaining unit as of July 1, 1983 and thereafter shall be entitled to the following number of holidays in that employee's employment years as stated calculated by taking the employee's base annual salary divided by two hundred sixty (260) times the number of holidays to which that employee is entitled:

Number of holidays

<u>Employment Year</u>	<u>to which entitled</u>
1st Year	7
2nd Year	8
3rd Year	9
4th Year	10
5th Year	11
6th Year	Same as Section 2 above.

Section 4. Holiday Pay for Forty (40) Hour Personnel Forty (40) hour personnel need not work holidays to receive holiday pay. They shall receive pay at the rate of eight (8) hours of straight time for each holiday. The foregoing shall be in addition to yearly salary.

Holidays are defined in Article 29 - Section 1.

For the purpose of this Agreement, forty (40) hour personnel shall consist of the Deputy Chief, Fire Marshal and Fire Inspector. No overtime to be paid if forty (40) hour personnel are called in on holidays, except for a general alarm situation. Such annual holiday pay shall be deemed earned as of January 1st of each year and shall be paid on the preceding December 1st.

Section 5. Holiday pay for persons terminating in their first year of employment will be determined by dividing full months of employment in such first year by twelve (12) times the then current number of contract holidays such person would be entitled to had a full year been served. [Example: 4 months work . 12 x 7 (contract holiday entitlement) = 2.33 days pay.]

ARTICLE 30 HOLIDAY ROUTINE

Section 1. The days City Hall is closed.

(a) Holiday routine will only be worked on the days that City Hall is closed not on the days or dates on which the holiday actually falls unless City Hall is also closed on that particular day.

(b) Holiday routine will not be worked if City Hall is closed for a non-holiday event (Example: broken water line, no heat, fire damage, storm damage, etc.).

Section 2. Holiday routine will be followed on Saturdays and Sundays.

Section 3. There shall be light housekeeping only on these days.

Section 4. Saturday: Any work normally done that could not be done during the week due to bad weather or other conditions shall be deemed an emergency.

Section 5. Rest time shall be permitted on these days.

ARTICLE 31 VACATIONS

Section 1. Eligibility and Amount.

Forty-eight (48) Hour Personnel hired into the bargaining unit as of July 1, 1983 and thereafter shall be eligible for annual vacation days with pay, based on a twenty-four (24) hour work day. If a vacation period falls within that employee's date of hire, that employee will be allowed a vacation day allotment in accordance with the following schedule:

	Summer	Winter
Start through one (1) year	0 Days	0 Days
Year One through Year Two	2 Days	2 Days
Year Two through Year Three	3 Days	3 Day
Year Three through Year Four	4 Days	4 Days
Year Four through Year Five	5 Days	5 Days
Five years or more	6 Days	6 Days

Example; If an employee is hired on January 20, 1996, that employee's first vacation pick will be the winter vacation period in October 1996, of two (2) days.

(b) Forty (40) Hour Personnel - The anniversary date for purposes of computing vacation time shall be the hiring date of each bargaining unit member. Vacation shall be in accordance with the following schedule: an employee with six years of Department seniority shall be eligible for thirty (30) days vacation. A total of five (5) weeks vacation are to be divided between two (2) vacation periods - Summer and Winter. Vacations must be taken in weekly increments; provided, that forty (40) hour personnel can utilize up to seven (7) accrued vacation days on a daily basis.

Section 2. Anniversary Date

(a) The employee's anniversary date of service for purpose of this Article shall be that employee's personal starting date of employment; provided further, that a new employee shall be entitled to a vacation following that employee's first anniversary date of service. However, if that new employee is unable to select a vacation due to the employee's anniversary date, said employee shall select two (2) vacations in the next vacation period not to exceed a total of four (4) days in that person's second year of employment.

(b) Employees, other than new employees, will take vacations as scheduled for their seniority as of the date the vacation is taken, notwithstanding the rate at which earned.

Section 3. Summer Vacations and Winter Vacations. Summer vacations shall be taken between April 1st and September 30th. Winter vacations shall be taken between October 1st and March 31st.

Section 4. Designation of Vacation Period - Employees shall make known to the Department their preference for their winter and summer vacation periods in advance of the vacation periods as follows:

Winter vacation before October 1st
Summer vacation before April 1st

(a) Selection of vacations for each period shall be on a departmental basis by seniority in each unit.

(b) No more than two (2) officers on the same unit may be on vacation at the same time.

(c) Only a total of two (2) employees on the same unit may be on vacation at the same time commencing with the April 1992 vacation period and thereafter. Example: 2 officers; 1 officer, 1 non-officer; 2 non-officers. The only exception to the above will be when there are employees off duty per department for schooling. The Union will be notified in advance when the schooling situation occurs.

(d) Vacation may be changed for the health and welfare of member's family due to the sickness and convalescence of the employee, the employee's spouse, the employee's dependent or members of the employee's household. All circumstances concerning these changes are to be discussed and approved by the Union and the Chief on an individual basis.

(e) Vacation may be changed upon mutual agreement between the Union and the Fire Chief for extenuating circumstances.

Section 5. Termination of Employment - In the event employment is terminated prior to an anniversary date, such an employee shall be deemed to have earned vacation pay in the ratio that the number of months from the last anniversary date bears to twelve (12), payable forthwith, at such employee's then prevailing daily rate, based upon an entire year of completed service, plus any vacation pay previously earned, but unpaid. Example: (1) Employee hired July 31, 1970 who terminates August 31, 1971 would be entitled to one year's plus one month's (1/12) vacation pay. Example: (2) Same, except terminates October 31, 1971, after taking winter vacation in October 1971. Employee would be entitled to one year's vacation pay, plus three twelfths (3/12) vacation pay (July 31 to October 31), less winter vacation pay already received for October 1971 vacation.

Section 6. Vacation Requests Vacations will be selected in accordance with the following procedure:

- (a) By departmental seniority on each unit.
- (b) Personnel to be assigned a number by seniority.

(c) Any member or members who do not pick by their deadline date shall be allowed to pick by seniority after all other members have picked, and shall be required to pick upon notification by the Department. Any member or members not picking by April 1, or October 1, respectively shall be placed by the Department and the Union.

(d) If out of town, a telephone call can be made to pick vacation, bill to be paid by the Union.

(e) Master list of each unit to be at Headquarters Station and shall be initialed by the duty officer, a copy to be posted at Station #1. "Example: Selector #1 shall pick vacation no later than the 1st of March or the 1st of September. Selector #2 shall pick vacation on the 2nd of March or the 2nd of September whichever applies. Selector #1 on Sept. 1, Selector #2 on Sept. 2, Selector #3 on Sept. 3, Selector #4 on Sept. 4, Selector #5 on Sept. 5, Selector #6 on Sept. 6, Selector #7 on Sept. 7, Selector #8 on Sept. 8, Selector #9 on Sept. 9, Selector #10 on Sept. 10, Selector #11 on Sept. 11, Selector #12 on Sept. 12, Selector #13 on Sept. 13, Selector #14 on Sept. 14, Selector #15 on Sept. 15, Selector #16 on Sept. 16, Selector #17 on Sept. 17, Selector #18 on Sept. 18, Selector #19 on Sept. 19, Selector #20 on Sept. 20, Selector #21 on Sept. 21.

ARTICLE 32
PERSONAL TIME OFF

Section 1. Persons in the bargaining unit and on the payroll as of June 30, 1983 shall earn personal time off as follows:

(a) Twenty-four (24) hour personnel = forty-eight (48) hours may be taken for any reason except the two (2) listed below (#5 and #6), and this time shall not be charged to the individual's sick time.

(b) Eight (8) hour personnel = twenty-four (24) hours may be taken for any reason and this time shall not be charged to the individual's sick time.

Section 2. Twenty-four (24) hour personnel hired into the bargaining unit as of July 1, 1983 and thereafter, shall earn personal time off as follows:

(a) Employment years one (1) through five (5): twenty-four (24) hours. Procedure is to award personal time off on anniversary to be used until June 30. An employee will not be allowed an additional twenty-four (24) hours until the anniversary date of their sixth (6th) year.

(b) Employment year six (6) and thereafter: forty-eight (48) hours.

Section 3. (a) PTO time allowed is to be taken from July 1 through June 30 of any fiscal year and shall be used in increments of not less than two (2) hours. If an employee shall have less than four (4) hours PTO time available, the employee is permitted to use the available time in one increment.

(b) PTO time does not accumulate.

(c) When an employee uses PTO time for a family emergency involving general health and welfare of that employee's family there shall be no minimum time increment and the employee called in for overtime shall serve and be paid the duration of the emergency with a minimum of two (2) hours call-in.

Section 4. PTO may be granted by the Officer in Charge fourteen (14) days in advance of the requested time and date; provided manpower is available on the date requested.

Section 5. When manpower is at its minimum, PTO time shall be allowed in an emergency situation only. It shall be allowed for general health and welfare of the employee's family (See Section 3(c)).

Section 6. PTO shall be granted to employees working as a buddy day substitute provided minimum manpower exists on the effective date of the switch, it being understood that the PTO request may not be made before such effective date and only after commencement of shift.

Section 7. Personal time off will not be allowed when an individual is working overtime call-in.

Section 8. Employees with less than one (1) year on the Department shall not be entitled to PTO and in case of emergency (health and welfare of the employee's family), the employee shall be given time off. This time to be deducted from that employee's sick leave (hourly increments). Time limit - twenty-four (24) hours.

ARTICLE 33 ON THE JOB INJURY

Section 1. In the event any employee suffers personal injury and/or occupational disease arising out of and in the course of that employee's employment within the meaning of the Worker's Compensation Act, such employee may return their Worker's Compensation check to the City and in this event, such employee shall be carried on the City payroll at full pay for that employee's classification from the first day following said injury and/or occupational disease up to three hundred and sixty-five (365) days, not necessarily consecutive, following said injury and/or occupational disease. Such employee shall continue to earn sick leave, vacation leave and holiday pay at the regular rate. The City shall continue to fully pay the hospitalization, life insurance and continue to fund the pension and the employee shall receive, if applicable, that employee's longevity pay and shall continue to accumulate seniority. Uniform allowance will be deducted when a person is injured and off the job for any period in excess of one (1) month (pro rata for the period time off).

Section 2. (a) As a condition of continued receipt of the pay differential provided by this Article, any employee injured on the job, for whom any physician has declared such employee to be totally disabled or for whom no precise date for return to work can be given by a physician, shall file for disability retirement under the Act 345 Retirement Plan not later than such employee's third

consecutive month of injury: Benefits paid by the City Retirement Plan will be deducted from the obligations of this section. The application for disability retirement shall be certified in accordance with Act 345 (MCLA 38.556(2)(d)).

(b) If any employee becomes totally incapacitated for duty by reason of a personal injury or disease occurring as the natural and proximate result of causes arising out of and in the course of that employee's employment by the City, and if the employee applies for Social Security Disability payments for the period in which such employee receives benefits under Article 33, Section 1, said Social Security benefits shall be remitted to the City for the period in which benefits are paid by the City under Article 33.

Section 3. It is the intent of the parties that the City, at its option, may permit or require an individual to return to light duty upon clearance by the City Physician.

Section 4. (a) No employee under the provisions of this section shall, in conjunction with the provisions of this section or any insurance plan be entitled to receive more than one hundred percent (100%) of the employee's actual wage loss. It is understood and agreed that the City shall not be permitted to offset income earned by the employee from non-City employment held at the time of injury; provided that if the employee works additional hours after the injury the City shall be permitted to offset such income but only to the extent such income is attributable to such expanded hours.

(b) An employee unable to perform firefighter duties but able to perform the duties of any other job or profession shall have offset against any City liability, wages paid from employment secured after the date of injury.

Section 5. Wherever in this contract the term "physician" is used it shall mean a medical doctor (M.D.) or doctor of osteopathy (D.O.)

ARTICLE 34 SICK LEAVE

Section 1. Employees Hired Prior to July 1, 1975 (Subject to Amendment of 1983-1986 Contract):

(a) "Sick Leave Pay" for the purpose of this Article shall mean a twenty-four (24) hour duty day for the twenty-four (24) hour a day hourly personnel and an eight (8) hour duty day for the forty (40) hour a week personnel. The type of Sick Leave Days to which an employee is entitled shall be computed on the basis of the employee's duty day when the Sick Leave Day was earned. (If sixty (60) Sick Leave Days were accumulated as a twenty-four (24) hour a day employee the sixty (60) Sick Leave Days shall be paid at the maximum twenty-four (24) hour rate for the position - See Article 17, Section 2; if ten (10) Sick Leave Days were accumulated as an eight (8) hour employee, then ten (10) Sick Leave Days shall be paid at the eight (8) hour rate for the position prevailing at the time of transfer to a different duty day).

(b) Twenty-four (24) hour duty day personnel shall acquire twenty-four (24) hours of sick leave credit for each month of service rendered, but not to accumulate in excess of one hundred fifty (150) days (subject to agreement on purchase of military time).

(c) Eight (8) hour personnel shall acquire eight (8) hours of sick leave credit for each month of service rendered, but not to accumulate in excess of one hundred fifty (150) days (subject to agreement on purchase of military time).

(d) No employee shall be charged with a sick day if absence of a duty day is due to injury or occupational disease sustained on or in the line of duty.

(e) Twenty-four (24) hour duty day personnel, in addition to the foregoing, each employee who has a minimum of one (1) year seniority as of January 1 in which such employee shall actually use four (4) days of sick time or less, in any calendar year, will have added to that employee's accumulated bank of sick time, an additional three (3) days of sick time over that herein before set forth.

(f) Eight (8) hour personnel. In addition to the foregoing, each employee who has a minimum of one (1) year seniority as of January 1 in which that employee shall actually use four (4) days of sick time or less in any calendar year will have added to that employee's accumulated bank of sick time an additional three (3) days of sick time over that herein before set forth.

(g) When an employee's employment terminates by reason of retirement or death, the employee or the employee's designated beneficiary (or if no beneficiary has been designated, then as provided for by law), respectively shall receive compensation in a sum equivalent to the employee's entire accumulated sick leave credit at hourly rates prorated on the basis of sick leave accumulation (if fifty (50) days were accumulated as an eight (8) hour personnel, then fifty (50) days shall be paid at the eight (8) hour rate for the position prevailing at the time of retirement or death). Provided that for purposes of this section no employee hired on or after July 1, 1983 shall be deemed to have accumulated sick leave credits in excess of fifty (50) days.

(h) When employment terminates except by reason of retirement or death, an employee shall receive compensation in a sum equivalent to one-half (1/2) of the employee's accumulative sick leave credits at hourly rates pro-rated on the basis of sick leave accumulation. (If sixty (60) days were accumulated as a twenty-four (24) hour a day employee, then thirty (30) days shall be paid pursuant to Article 17, Section 2. If sixty (60) days were accumulated as an eight (8) hour employee, then thirty (30) days shall be paid at the eight (8) hour rate for the position prevailing at the time of terminating employment.) Provided, that for purposes of this section no employee hired on or after July 1, 1983 shall be deemed to have accumulated sick leave credits in excess of fifty (50) days.

(i) In cases where an employee becomes incapable of performing that employee's normal duties through an off duty accident, illness or other cause, the employee, the Union or the City, may request a conference between the employee, the Chief, the Union and the City for determination and approval of limited duties and if reasonably possible to provide such duties as the employee is capable of performing; provided that the City to accommodate such requests, may adjust units including transferring personnel between units and/or jobs on the same unit; provided further that no more than one (1) employee per shift shall be so engaged; provided further that the employee must be able to return to the job within a reasonable period and will be reviewed by the City doctor within ninety (90) days and limited duty shall not go beyond twelve (12) months.

(j) Sick time statements will be posted on or before February 1st of each year and shall reflect an individual's accumulated sick days through midnight the preceding December 31. Sick Day Reporting shall be as follows:

Name	Sick Days	Bonus	Total Sick Days
	eight (8) hour days		
	twenty-four (24) hour days		

(k) The parties agree that the City shall administer the use of sick days by reasonable spot checks of sick time users; but the City agrees that it will not use such checks to harass members of the Department; provided that the City may warn abusers of sick time use. The Union shall have the right to require the Department to justify the necessity of spot checking particular individuals.

Section 2. Employees Hired After July 1, 1975.

(a) All employees hired after July 1, 1975 but before July 1, 1983 shall earn twelve (12) hours (1/2 of a work day) of sick leave credit for each month of service rendered, but not to accumulate in excess of one hundred fifty (150) days (subject to agreement on purchase of military time); provided that as of January 1, 1984 such persons shall earn sick leave credit on same basis as persons hired before July 1, 1975.

(b) Twenty-four (24) hour duty day personnel hired after July 1, 1975 but before July 1, 1983, in addition to the foregoing, each employee who has a minimum of one (1) year seniority as of January 1 in which such employee shall actually use three (3) days of sick time or less, in any calendar year, will have added to this accumulated bank of sick time an additional three (3) days of sick time over that herein before set forth; provided, however, that persons hired into the bargaining unit as of July 1, 1983 and thereafter shall not be eligible for this or any sick day bonus program.

(c) Persons hired into the bargaining unit as of July 1, 1983 and thereafter shall earn sick leave credit at twenty-four (24) hours per month to a maximum of one hundred fifty (150) days and shall not be eligible for any sick day bonus program.

(d) Items a, d, g, h, i, j and k of Article 34, Section 1 (above) are incorporated by reference in this Section.

Section 3. When an employee in the bargaining unit reaches the maximum number of sick days for that employee's hire date, the following procedure will take effect (subject to agreement on purchase of military time):

(a) On Payroll as of June 30, 1983 The employee will continue to earn one (1) sick day per month, with no bonus. On February 15, of each year thereafter, the excess sick days, above one hundred fifty (150), will be paid off at a rate of 1/2 day's pay for each sick day. (Example: 10 days = 5 days pay). If an employee's sick day bank is depleted below one hundred fifty (150) days, the employee will again accumulate a bonus of three (3) days per year until the bank reaches a maximum of one hundred fifty (150) days.

(b) Hired July 1, 1983 or Thereafter The employee will earn one (1) sick day per month, with no bonus. On February 15, of each year thereafter, the excess sick days, above one hundred fifty (150), will be paid off at a rate of 1/2 day's pay for each sick day. (Example: 10 days = 5 days pay).

Section 4. (a) A Firefighter whose date of hire is the fifteenth (15th) of the month or before shall be entitled to one (1) sick day for the initial month of hire. A Firefighter hired the sixteenth (16th) of the month or after shall not receive a sick day for that initial month.

(b) A Firefighter whose employment is terminated on the fifteenth (15th) of the month or after shall be entitled to a sick day for the month of termination. A firefighter terminated on the fourteenth (14th) day of the month or before shall not receive a sick day for that final month.

ARTICLE 35 COURT AND MORGUE TIME

When an employee of the Fire Department is required to appear in Court or at the morgue regarding the performance of that person's Fire Department duties, other than as a Party to the matter being heard unless both the City and the individual are Party Defendant, such employee shall be compensated as follows:

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

One-half (1/2) day compensatory
time off

(four (4) hours - eight (8) hour
personnel) (twelve (12) hours -
twenty-four (24) hour personnel)

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

One (1) day compensatory time off
(eight (8) hours - eight (8)
hour personnel) (twenty-four
(24) hours - twenty-four (24)
hour personnel)

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

ARTICLE 36 JURY DUTY

An employee in this unit who serves on jury duty shall receive full pay from the City during such jury duty service and the employee is required to turn over all checks received for such jury duty to the City. An employee on such jury duty will not be expected to report for fire service if on the day following the day on which jury service is rendered the employee is scheduled to return for jury service; provided that if such employee is not scheduled to report for jury service such employee will report within three (3) hours following the daily adjournment of the trial.

ARTICLE 37 FUNERAL LEAVE

Section 1. An employee in the bargaining unit shall be entitled to seven (7) calendar days, commencing on and including date of death, per funeral to make preparations for and attend the burial and funeral of an immediate member of the employee's family within three hundred (300) miles of the City of Dearborn Heights, an immediate member of the family for this purpose shall be deemed a husband, wife, children, step-children, parents, foster parents, stepfather, stepmother, brother, sister, stepbrother, stepsister and parents-in-law.

Section 2. The employee shall also be entitled to three (3) calendar days commencing on and including the day following death per funeral to make preparations for and attend the burial and funeral of a brother-in-law, sister-in-law, grandparents, grandchildren or grandparents-in-law.

Section 3. The employee shall also be entitled to one (1) work day (day of funeral) off for the funeral to make preparations for and attend the burial of an aunt or uncle. This day to be deducted from the employee's sick leave.

Section 4. One (1) additional calendar day for travel will be given for funerals over three hundred (300) miles.

Section 5. Any additional necessary funeral time shall be charged against accumulated sick leave time. The additional time is subject to approval of the Chief and if the Chief refuses to grant the extension, this is subject to the grievance procedure of this Contract.

ARTICLE 38 INSURANCE

Section 1. Life and Accident

(a) The City shall maintain, for each employee, life insurance coverage of thirty thousand dollars (\$30,000) straight life with additional coverage of thirty thousand dollars (\$30,000) for accidental death and scale coverage for dismemberment. The City shall pay the premium costs for such insurance coverage.

(b) The City shall maintain for each employee an off-the-job sickness and accident insurance policy of two hundred and fifty dollars (\$250.00) per week for twenty-six (26) weeks. The coverage to begin following the use of all sick leave available to the employee. The City shall pay the premium cost for such insurance coverage. The policy shall not be utilized for injuries sustained in the employment of any employer other than the City.

(c) Each employee shall be authorized at the employee's own expense to obtain additional coverage or benefits for self or employee's dependents beyond that which is herein required of the City.

(d) Effective July 1, 1996, Employee's that retire from the City shall upon such retirement receive a Five thousand dollar (\$5,000.00) life insurance policy, and the City shall pay all premiums for such coverage.

Section 2. Medical and Hospital. (Persons on payroll on October 31, 1986.)

(a) Effective July 1, 1991 the City at its option may designate the Blue Cross-Blue Shield of Michigan (BC-BSM) TRUST 15/20 as the primary benefits plan in lieu of traditional BC-BSM M.V.F.-1 plan; provided the City continues no cost rider coverage at not less than existing levels and benefits of coverage existing on June 30, 1989 except as modified by this Agreement, and all premiums for such insurance shall be paid by the City.

(b) The prescription drug program will be provided pursuant to Blue Cross-Blue Shield PPO plan and the deductible shall be as follows (Premium to be paid by the City): \$5

(c) Excluded from reimbursement under the prescription drug program are drugs prescribed for cosmetic purposes such as Rogaine.

(d) DCCR Rider - Premium to be paid by the City.

(e) Dental Plan - effective July 1, 1996 - Dental Plan shall be equal or better than Dental Plan 75/25 Co-pay, Class 1 and 11 - with a one thousand five hundred (\$1,500) dollar benefit per person per year.

Effective July 1, 1996 - Orthodontic care; Plan A Class III 60/40 with a three thousand (\$3,000) lifetime coverage per eligible person (no age limit).

(f) Optical Plan - effective July 1, 1996 coverage to be a minimum plan equivalent to Blue Cross - Blue Shield plan Auto 80 Vision.

(g) Effective June 1, 1978, the City will contribute twelve dollars and twenty-four cents (\$12.24) per employee per month for riders VST and FAE which in addition carry with them the N710 Reciprocity rider; provided, for persons hired into the bargaining unit on or after July 1, 1983 the City shall have no obligation to provide the N710 Reciprocity rider.

(h) In the event that death results to a member in the line of duty or a member who becomes totally incapacitated for duty by reason of a personal injury or disease occurring as the natural and proximate result of causes arising out of and in the course of a member's employment by the City and retired by the board, the employee's surviving dependents shall have coverage as set forth in (a) and (b) above and Section 4 (i) of this Article. Spouse ceases to be covered when spouse remarries. Each child ceases to be covered when they reach eighteen (18) years of age.

(i) Persons on the payroll October 31, 1986 may as an employee option participate in a City offered HMO program but having selected must remain in the program for a minimum of one (1) year.

(j) Effective July 1, 1993 and annually thereafter, each bargaining unit member will contribute one percent (1%) of that employee's base annual wage as that base annual wage appears in the wage schedules of this and succeeding Agreements. At the employee's option, such payment may be made in accrued sick time provided that if sick time is used the maximum number of sick days allowed under this Agreement shall be correspondingly reduced. An employee may relinquish up to two (2) sick days out of one's maximum sick bank to pay for their yearly health care cost sharing contribution. The remaining balance after payment will be reimbursed to employees by the City, payable by check. This contribution by the employee is to defray part of the City cost of the health care program.

Example: If any employee uses two (2) sick days to pay for that employee's contribution obligation under this paragraph and if at the time of contribution that employee's maximum number of accruable days is one hundred and fifty (150) days, that employee's current bank shall be reduced by two (2) days and the employee's maximum allowable days to be accrued shall become one hundred forty-eight (148) days.

Section 3. At City option, persons hired on or after November 1, 1986 shall be enrolled in a Health Maintenance Organization (HMO) as may be selected and approved by the City. Benefit levels will be substantially similar to Section 2 employees.

Section 4. The following health care cost containment provisions will be added to City coverage effective July 1, 1986 or as soon thereafter as practical:

(i) The master medical program deductibles and co-pays shall be one hundred/two hundred dollars \$100/\$200(80/20) program.

(ii) Generic Drug Program.

(iii) Blue Cross-Blue Shield Prevent Program or equivalent (City option).

(iv) Blue-Cross-Blue Shield Mandatory Second Surgical Opinion (80/20) or equivalent (City option).

(v) Blue Cross-Blue Shield Foot Surgery Predetermination Program or equivalent (City Option).

(vi) Union will provide one member to serve on a Health Care Cost Containment Committee.

(vii) Retiree health care benefit levels for future retirees retiring on or after July 1, 1991 shall be the same as then active employees. The City agrees to maintain for the persons then retired at the time of any change in health care for active employees, a benefit level not less than a basic comprehensive medical surgical plan substantially equivalent to BC-BSM M.V.F.-1. In determining benefit level equivalence, Medicare-Medicaid complementary coverage shall continue to be presumed to be a Medicare eligible employees' retirement health program.

(viii) When more than one (1) family member is employed by the City there shall be no duplicate coverage by City plans [Example: an individual can be covered separately by the contract of the bargaining unit in which the employee serves or as a dependent in another bargaining unit of the City but not both].

(ix) Excluded from benefits coverage are maternity benefits for persons acting as "Surrogate Mothers."

Section 5. (a) No retiree shall be required to relinquish health care benefits for benefits from another employer unless those benefits are equal to or better than benefits provided by the City.

(b) Blue Cross After Retirement. Should the retiree, once having that retiree's benefits terminated, cease to be covered by another plan, the person will be reinstated by filing a written application for such coverage to be reinstated pursuant to this Agreement; if the retiree meets eligibility requirements.

Section 6. (a) All benefits shall be subject to standard pre-printed provisions set forth in the policy or policies.

(b) The Employer shall have no obligation to duplicate any benefit an employee receives, other than life insurance, under any other policy with any other employer notwithstanding the circumstances of eligibility, amount or duration of benefit for an insurable event occurring under the employment of any other employer.

(c) (1) Should the Employer be obligated by law to contribute to a governmentally sponsored insurance program, state, national or otherwise, which duplicates the benefits provided by the Employer, under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the Employer not be obligated to provide double coverage and to escape such double payments, the Employer shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmental sponsored insurance programs; provided the City agrees to maintain the insurance benefit levels in effect as of the date of this Agreement, for the duration of this Agreement, and the City shall neither cancel nor alter benefit levels as a result of future compulsory insurance without the mutual agreement of the Union.

(2) If a national health insurance program is enacted at the federal level which requires that the City participate by law and as a result of that participation actual City costs for health insurance decrease below the amount paid by the City on November 1, 1992 the City will suspend premium sharing payments until such costs again reach or exceed the amount paid by the City on November 1, 1992.

Section 7. The City may change insurance carriers for any insurance required by this Agreement provided it maintains a substantially equivalent benefit level, it being understood that different insurance carriers do not necessarily offer identical benefit packages. Prior to selection of a different insurance carrier, the City will provide the Union with a schedule of benefits from the proposed insurance carrier. The Union shall have fourteen (14) days to review the schedule and if it disagrees on the substantial equivalency of the benefit packages, it shall submit to the City in writing the precise areas of disagreement and the parties will meet and discuss their areas of disagreement. In the event the parties are unable to agree they shall each select an insurance agent and the two (2) agents shall meet and select an insurance specialist who shall review the current and proposed benefit levels and determine the substantial equivalency of the two benefit level packages and whose finding will be binding on the parties.

Section 8. A designation of beneficiary form is attached to this Agreement as Attachment 1. It is agreed that the City may rely on the beneficiary designation in the form filed with the City bearing the most recent date in the City comptroller's file, and payment of benefits pursuant to such form shall conclusively be presumed to be correct.

Section 9. In the event of any payment under any City insurance plan on behalf of any person covered by such City insurance plan, the City shall be subrogated to the extent of said payment to all the covered person(s) right of recovery therefor against any person or organization in a tort action. It is further understood between the parties that subrogation applies to direct medical expenses paid and not to subjective damages such as "pain and suffering."

Section 10. In a joint continuing effort to control the cost of insurance the City and the Union agree to a strict coordination of benefits program which is designed to prevent people from making a profit on health insurance by collecting more than the actual cost of covered services. Under this program, the benefits payable under City health insurance and any other health insurance policy which a City employee or any covered dependent may have will not exceed the total amount of medical expenses. These other insurance policies include group or non-group health insurance, "Personal Injury Protection" (no fault) coverage, provisions of a motor vehicle, homeowners or any other insurance policy covering hospital, medical, dental or other health care expenses without regard to fault.

Section 11. Upon becoming eligible for Medicare benefits, benefits for any retiree or person covered through or because of such retiree will continue to be subject to coordination of benefits. If such retiree or other person fails to enroll for Medicare, benefits will be paid as though such retiree or other person had enrolled.

Section 12. The City agrees that while on duty it will maintain a program of insurance for purposes of insuring against liability caused by ordinary negligence but not gross negligence or the willful acts of members of the bargaining unit, it being understood and agreed that such coverage is subject to all of the pre-printed provisions on such policy of insurance without exception.

Section 13. As a matter of clarification it is understood that retiree health insurance is only provided for persons that are disability retirees or that have twenty-five(25) years of fire service either through active service or purchased military time in conjunction with active service.

Section 14. In consideration of the Union's agreement that firefighters will annually contribute one percent (1%) of each member's base annual wage, the City agrees that through June 30, 1998, with respect to employees it will not request an increase in the one percent (1%) contribution or increases in master medical deductibles or co-pays, including drug co-pays, or eliminate riders, provided that the City reserves the right and the Union agrees, that the City may, after study and compliance with Section 7 of this Article, change the Prescription Drug Carrier Administrator.

Section 15. Persons hired into the bargaining unit on and after January 8, 1992 shall not be eligible for insurance benefits until the person's ninetieth (90th) calendar day of employment.

ARTICLE 39 PROTECTIVE CLOTHING

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

ARTICLE 40 UNIFORM PAY

Section 1. Persons hired into the bargaining unit as of July 1, 1983 and thereafter upon hire shall receive four (4) sets of work blue uniforms from the City without charge, and upon six (6) months of employment shall receive a clothing pay (1.15%) percent of employees base wage. On the June 30th next following such employee's first anniversary date of hire, such employee shall receive a clothing pay of one and fifteen hundredth (1.15%) percent, thereafter such employee shall receive on each succeeding June 30th pay of one and fifteen hundredth (1.15%) percent of employees base wage and shall be considered salary compensation.

Section 2. An employee who has demonstrated a refusal to honor that employee's uniform payment obligations shall be required to submit to the Fire Chief a signed statement that such employee is not indebted to any person, persons or firm, for the purchase of uniforms prior to receiving any uniform pay.

Section 3. If employment is terminated, such employee shall receive as that employee's uniform allowance, forth with, an amount equal pro rata to the period of time such employee has worked since the last preceding June 30th bears to twelve (12) months.

Section 4. Persons hired after June 30, 1983 shall not receive a dress uniform from the City as part of that person's issue of uniforms.

ARTICLE 41 GUNS

No employee of the Fire Department shall carry a firearm.

ARTICLE 42 SCHOOLING

Section 1. (a) The City of Dearborn Heights will pay for tuition and textbooks for firefighters taking job related courses or courses offered in the firefighting curriculum in local schools and colleges. The courses taken must relate directly to firefighting and other job related work or be part of a recognized Fire Fighting Degree Curriculum.

(b) The City agrees to allow for release time for schooling of employees under this article if minimum manning is not compromised or overtime created for the duration of such schooling.

(c) Any schooling the Department or City request or requires an employee to attend, that employee will be granted release time without regard to manpower for the duration of that school.

Section 2. Reimbursement for books and tuition will be made to the employee by the City after completion of courses where a grade of C or better is attained. All courses must be pre-approved by the Chief of Department. The firefighter must pass the courses with credit and receipts have to be furnished upon completion in order to be reimbursed. Certificates or diplomas received shall become a part of the Firefighter's Civil Service Personnel Jacket. The employee shall have the right to keep the books.

Section 3. The City reserves the right to refuse any particular college.

Section 4. Grants or scholarships, or G.I. benefits, by the federal or state government, an education institution or other non-family sources of whatever description shall be deducted from the City reimbursement program.

Section 5. Any individual leaving the employ of the City, except because of death or retirement, within one year of the completion of a course or courses for which the individual has received reimbursement for books and tuition under this Article shall repay the City for the cost of said books and tuition. This section shall apply only to a course or courses the individual has voluntarily attended.

ARTICLE 43 ACTING PAY

Section 1. Temporary assignments for the purpose of filling vacancies will be granted to the senior employee on a station basis for Pump Operators and for command positions described below. Since Fire Lieutenants and Captains are both command officers only one needs to be on duty to fulfill the command requirements and during the absence of one, the other will not receive more compensation. However, if neither Lieutenant or Captain are on duty then the Pump Operator with the most time in grade on duty will assume command.

Section 2. Employees in temporary assignments other than Acting Chief are to receive the rate of pay of the higher classification for the hours such employee works in the higher classification (top pay) as follows: Any Firefighter that assumes the position of Pump Operator will receive the Probationary pay of Pump Operator. Any Firefighter or Pump Operator that assumes the position of an officer shall receive the top pay of a Lieutenant.

Section 3. Acting Pay (per #1 & #2) shall be paid to all acting Pump Operators who act in the capacity for more than, but not including four (4) hours. If the time exceeds four (4) hours, then the individual will be compensated for all hours worked in an acting capacity.

Section 4. Vacancies occur when a person in the senior category is absent and there is no other person in the same classification in the Station.

Section 5. If any member of the Department assumes the position of "Acting Chief" by written designation from the Mayor, other than the Deputy Chief, such department member shall receive time and one-half (1-1/2) that employee's regular rate for that employee's rank or compensatory time for all hours called in after normal work hours.

ARTICLE 44
EMERGENCY PATIENT TRANSPORT

Section 1. The parties to this Agreement agree that mutual cooperation is necessary to maintain the City Emergency Transport Service in conformity with requirements of state licensing and other regulations emanating from Act 368 of the Public Acts of 1978 and similar future rules, regulations and requirements.

Section 2. In general the parties agree: (a) That the continuance, method and manner of transport including choice of equipment and its location shall be the responsibility of the City.

(b) That the City shall have the right of elimination, substitution, and technological innovation so long as it is in conformity with applicable statutory rules and regulations. Prior to elimination of Emergency Patient Transport as a service offered by the City, the City will consult with the Union concerning alternatives to service elimination and impact on the bargaining unit of such elimination.

(c) That personnel utilized in Emergency Patient Transport must also be interchangeable with firefighters and therefore as hereinafter provided, firefighters shall be required to be qualified as Emergency Medical Technician Specialists, in accordance with this agreement.

(d) That in all instances where the City pays for such training it shall have the right to designate the school of its choice; provided nothing shall preclude a bargaining unit employee from selecting a school of the employee's own choice and at the employee's expense.

(e) That the licensed personnel shall be obligated to maintain their licenses, in accordance with this Agreement.

Section 3. (a) There shall be a minimum of thirty-six (36) employees in the Fire Suppression Division who will acquire and maintain Limited Advanced Life Support -EMT-Specialist (LALS/EMT-S) licensure and certification. This total shall include all employees holding the rank of lieutenant and below in the Fire Suppression Division. Lieutenants must be certified LALS/EMT-S.

(b) If the mandatory minimum of thirty-six (36) is not met for any reason, the City may require employees to undertake LALS/EMT-S training by asking down the seniority list in order of department seniority and requiring up the departmental seniority list, least senior member first, until the total of thirty-six (36) is reached.

Section 4.(a) The employee must maintain EMT Basic certification by completing the EMT basic refresher at cost to the City pursuant to Section 6 below, prior to the expiration date of the LALS/EMT-S license.

(b) There shall be a minimum of twelve (12) licensed LALS/EMT-S personnel who hold the rank of Lieutenant and below per shift.

(c) In an overtime situation which requires a licensed LALS/EMT-S employee, a non-LALS/EMT-S employee may be passed over for a licensed LALS/EMT-S Employee.

Section 5. (a) The City shall be permitted to suitcase personnel between stations to achieve sufficient licensed personnel at each station in accordance with the bump sheet provided for in Article 23.

(b) Selection of units by LALS/EMT-S personnel, per allocation of subsection "(a)" above, shall be in accordance with the bumping provisions of this Agreement.

(c) The City shall man the Rescue Unit in accordance with the applicable statute.

Section 6. The City will pay tuition for all City required schooling required by this Article as follows:

(a) Regularly Scheduled Work Day: An Employee regularly scheduled for duty attending school shall be considered present for duty and shall be required to report to a station house prior to and following school hours to be logged in and/or logged out.

(b) Regularly Scheduled Day Off: An employee who is attending City required schooling on their regularly scheduled day off may be required by the City to report to a station house prior to and following school hours to be logged in and/or out. Time in school on such days shall not be considered time worked.

(c) An off duty firefighter may, upon logging in for school, simultaneously log out without returning by providing the course ending time.

(d) Each firefighter will provide school certification of attendance, by day, at the end of the course.

Section 7. The City shall determine schedules for all City required LALS/EMT-S schooling. However, the employee shall have the option of:

(a) Remaining on the twenty-four (24) hour shift and receiving the applicable overtime for classes scheduled on the employee's off-duty days, or

(b) Transferring to a forty (40) hour per week schedule for the duration of the course.

(c) Both options, (a) and (b), shall be at the employee's regular, full rate of pay.

Section 8. Firefighters hired on and after January 1, 1990 shall be required as a condition of employment to secure LALS/EMT-S licensure within twelve (12) months of date of hire. The City has the option to extend the probationary period of a new hire up to one (1) year from date of hire if LALS/EMT-S certification is not obtained. After achieving LALS/EMT-S certification, said employees shall have the same scheduling options outlined in Section 7. Failure to achieve certification within the twelve (12) month period shall be considered a failure of the probationary period which shall cause the employee to be removed from the employment of the City, provided that if, at the end of the twelve (12) month period the LALS/EMT-S exam results are pending, but not issued, the probationary period shall be extended to the date the City is notified of the exam result. New hires on and after January 1, 1990 may be placed on a forty (40) hour training schedule at City option. A new hire will not be kept on a forty (40) hour schedule for more than thirty (30) consecutive days without attending LALS/EMT-S or basic academy classes.

Section 9 (a) In the event an employee fails LALS/EMT-S licensure or recertification upon termination of the course, that employee shall be required to attend another City designated LALS/EMT-S course. Said employee shall have the same scheduling options outlined in Section 7 above, except, if the employee attends classes on off-duty time such employee shall not be eligible for overtime compensation. However, the employee shall be afforded reasonable time off to attend the requisite classes.

(b) For each failure subsequent to the first failure, the employee shall be required to attend another City designated course at no cost to the City, provided, however, the employee shall be afforded reasonable time off to attend same.

(c) In the event a bargaining unit member assigned to LALS/EMT-S school or refresher training fails to complete the course due to sickness or City incurred injury compensable by Workers Compensation, wherein a physician certified that such employee is unable to attend school, no job penalty shall be applied provided such employee attends the first course upon return to work. The City shall not charge a bargaining unit member for sick time for hours paid for school attendance.

Section 10. There shall be no discipline for failure of a LALS/EMT-S recertification exam, provided, however, that the employee has made a good faith effort to pass same.

Section 11. If the City elects to reduce the patient transport function or the LALS/EMT-S service less than a total elimination, the City and Union will meet to discuss the method of reduction.

Section 12. The City will pay an annual LALS/EMT-S certification bonus of nine hundred fifty three dollars, sixty cents (\$900.00 EMT-S PAY + 53.60 F.I.C.A reimbursement) for Fire Suppression Division personnel of the rank of Captain or below who are and who have been EMT-S certified for at least one year preceding the annual payment date of October 1. The City agrees when the City goes to ALS transport the bonus will be negotiated into a percentage (%).

**ARTICLE 45
SUCCESSORSHIP CLAUSE**

This Agreement shall be binding in its entirety upon the parties hereto, their successors, assignees, and transferees, including but not limited to any new governmental instrumentality which shall come into existence by reason of any consolidation, merger, annexation, contractual agreement, ordinance, charter, amendment, or other governmental enactment and replace the City as the employer of the Fire Department employees. The parties further agree that from time to time and upon reasonable notice given by either party to the other, they shall meet and confer to discuss any future impact on the firefighters bargaining unit which may result from the possible replacement of the City of Dearborn Heights as the employer of the Fire Department employees. The parties further agree that no employee in the firefighters bargaining unit shall be placed in any worse position with respect to pensions, seniority, wages, sick leave, vacation, health and welfare insurance or any other benefits by reason of the employees transfer to any new governmental instrumentality or other employing unit which came into existence by reason of any consolidation, merger, annexation, contractual agreement, ordinance, charter amendment, or other governmental enactment and which replaces the City as the employer of the Fire Department employees.

**ARTICLE 46
MAINTENANCE OF CONDITIONS**

Section 1. Maintenance of Conditions. All Classifications and positions in effect at the time of the execution of this Agreement except those positions in which the personnel are primarily funded by the Federal Government, shall be maintained during the life of the Agreement unless mutually agreed by the City and the Union. However, if for any reasons of economy it shall be deemed necessary by the City to reduce the number of paid members of the Fire Department, then said Municipality shall follow the following procedure: Such removals shall be accomplished by suspending in numerical order, commencing with the last man appointed to the Fire Department, all recent appointees to said Fire Department, until such reductions shall have been accomplished; provided further, however, that in the event the said Fire Department shall again be increased in numbers to the strength existing prior to such reductions of members, the said fire fighter suspended last under the terms of this act shall be first reinstated before any new appointments to said Fire Department shall be made.

Section 2. Unilateral Changes Prohibited. The City will make no unilateral changes in wages, hours and conditions of employment during the term of this Agreement, either contrary to the provisions of this Agreement or otherwise except as otherwise provided in this Agreement.

ARTICLE 47 DISCIPLINE

Section 1. Discipline will be as provided for in Act 78 of Public Acts of 1935, as amended, subject to the election of remedies authorized in Article 48, Grievance and Arbitration, of this Agreement.

Section 2. Notification shall be promptly given to the Union of any disciplinary action taken against any employee which results in official entries added to that employee's personnel file.

Section 3. The employee may be represented by the Union at all conferences, meetings and other disciplinary proceedings.

ARTICLE 48 GRIEVANCE AND ARBITRATION

Section 1. Grievance Procedure. Should any differences, disputes or complaint arise as to the meaning or application of the provisions of this Agreement, such differences shall be resolved in the following manner:

STEP 1

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

STEP 2

The employee and/or the representative, if not satisfied with the action taken by the Duty Officer upon the grievance, shall reduce the complaint to writing upon a grievance disposition form formerly used by the parties hereto, which form shall then be presented to the Chief of the Department. The Chief of the Department shall act upon the grievance within five (5) days and make known the decision in writing upon the grievance form to the employee or the representative.

STEP 3

If the grievance is not settled at the second step, the employee and/or the representative may send the grievance form to the Mayor within ten (10) calendar days. The Mayor shall obtain the records relating to the grievance, hold hearings to which the employee and/or the representative shall be invited to attend and have the right to testify concerning the complaint. The Mayor shall within ten (10) days after receiving the grievance form make known the City's decision in writing to the employee and/or the representative.

STEP 4

If the grievance is not satisfactorily adjusted in the last preceding step, either party may within thirty (30) days in writing, request arbitration, and the other party shall be obliged to proceed with arbitration in the manner hereinafter provided. The party requesting arbitration shall promptly thereafter file a demand for arbitration with the American Arbitration Association whose then current arbitration rules shall apply. The expenses shall be borne equally by the Union and the City. The arbitrator shall have the authority and jurisdiction to determine the propriety of the interpretation and/or application of the collective bargaining agreement respecting the grievance in question, but the arbitrator shall not have the power to alter or modify the terms of this Agreement. The award shall be final and binding on the parties and affected employees.

STEP 5

In the event the Union is dissatisfied with the resolution of the grievance at the Mayor's step, the Union shall designate an election of remedies in writing by specifically stating whether it elects to proceed in accordance with Act 78 or the Rules of the American Arbitration Association. Failure to specifically designate Act 78 shall be conclusively presumed to constitute an election to proceed under the Rules of the American Arbitration Association. The aggrieved employee shall be bound by the Union's election of remedies.

STEP 6

It is recognized by the City that it may be necessary for the employees to file for an open Hearing with the Act 78 Civil Service Commission in order to protect the employee's rights with the Commission.

Section 2. Grievances affecting a number of employees may be treated as a policy grievance and entered directly at the third step of grievance procedure.

Section 3. (a) The Union shall designate to the City, not more than four (4) representatives who shall be authorized to resolve grievances and other employee matters on behalf of bargaining unit employees in any step of the grievance procedure provided herein, and the City shall not be required to recognize or deal with any employee other than the individuals so designated.

(b) The Union in the grievance procedure may be represented by up to two (2) of the representatives designated in paragraph (a) above; provided, that if the City has more than two (2) representatives, the Union may at its option increase its representatives individual for individual by the number the City representatives exceeded two (2). The City agrees that the Union will be notified in advance as to the number of representatives the City will utilize. Either party may use a recording device upon notice to the other party; provided, that the party utilizing the recording device shall provide the opposite party with a verbatim transcript which shall be the official record of the meeting.

**ARTICLE 49
SEPARABILITY**

This Agreement is subject to the law of the State of Michigan, with respect to the powers, rights, duties and obligations of the City, the Union, and the employees in the bargaining unit, and in the event that any provisions of the Agreement shall at any time be held to be contrary to law by a Court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided thereof, such provisions shall be void and inoperative; however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

**ARTICLE 50
STRIKE PROHIBITION**

Section 1. The Union will not engage in or sanction, strike action during the life of this Agreement, provided, however, that no employee will be required to respond to a call from or serve in a community whose own fire department employees are known to be engaged in a strike.

Section 2. The City will not lock out employees during the term of this Agreement.

**ARTICLE 51
SAFETY**

Section 1. The City, Fire Department and the Union agree to cooperate to the fullest extent in the promotion of safety.

Section 2. Two (2) employee's representing the Union, and Two (2) employee's representing the Fire Department and one (1) employee representing the City shall comprise the Safety Committee.

Section 3. The Safety Committee shall meet monthly and at such other times as deemed necessary by the Fire Department, Union or the City.

Section 4. The committee members shall be permitted time to conduct investigations of safety and health problems as deemed necessary by the Fire Department, Union and the City.

Section 5. All recommendations and reports from the Safety Committee shall be in writing and copies submitted to the City, Fire Department and the Union.

**ARTICLE 52
MANAGEMENT RIGHTS**

The Union recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority, consistent with the Charter, Act 78 and the express terms of this Agreement, including but not limited to Article 46, Maintenance of Conditions.

The City has the right to schedule overtime work as required in a manner most advantageous to the department and consistent with the requirements of municipal employment and the public safety, except as provided by law and this Agreement.

The Union recognizes the exclusive right of the City to establish reasonable work rules, determine reasonable schedules of work, determine and establish methods, processes, and procedures by which such work is to be performed as well as set work standards provided that insofar as the Union has not agreed to any rule, procedure or regulation it does not waive the right to argue its reasonableness or application.

The City reserves the right in accordance with Article 46 of this Agreement to layoff for lack of work or funds, or the occurrence of conditions beyond the control of the City, or where such continuation of work would be wasteful and unproductive.

Nothing contained in this Agreement shall be construed as delegating to others or as reducing or abridging any of the following powers belonging to the City:

(a) The Charter responsibility of the Mayor as executive officer for enforcing the laws of the State, City Charter and Ordinances, recommending an annual budget, overseeing the efficient performance of all executive responsibilities defined by the Charter.

(b) The Charter responsibility of the City Council as the legislative body for the enactment of ordinances, the appropriation of money and the determination of the City's budget, among other legislative responsibilities defined by the Charter.

(c) The right to schedule overtime work as required consistent with the provisions set forth in Article 28.

(d) The right to suspend, demote, or bring disciplinary action against members for just cause.

(e) The right to determine methods, means and personnel necessary for departmental operation.

(f) The right to control the Department budget.

(g) The right to take whatever actions are necessary in case of emergencies as declared by the governor of the state to assure the proper functioning of the Department.

(h) The right to determine the duties, responsibilities and qualifications of the employees of the Department, consistent with Act 78 Civil Service Commission job descriptions.

(i) The right to determine the location of its facilities; to decide the type of services it shall provide, other than a volunteer fire department, to study and/or introduce new or improved methods of fire fighting or facilities; to purchase new equipment, change or eliminate existing equipment and institute technological changes, provided the City shall not change or eliminate existing safety equipment.

(j) The right to promulgate reasonable work rules, procedures and regulations. The exercise of the above powers, rights, duties, and responsibilities by the City and the adoption of such rules and regulations and policies as the City may deem necessary shall be limited only by the specific and express terms of this Agreement including but not limited to Article 46, Maintenance of Conditions.

(k) The City shall have the right to determine and set training requirements and work standards for all full-time Departmental personnel as it reflects to fire fighting, EMS, and related duties in accordance with this agreement.

ARTICLE 53 NON-CITY FUNDED EMPLOYMENT

The City shall have the option to participate in non-city funded employment programs, in conformance with the requirements of such programs, for a period which shall be in the City's discretion.

**ARTICLE 54
PHYSICAL ASSESSMENT**

Section 1. The City shall have the option to institute and reinstitute voluntary, confidential physical assessment programs at City expense during duty time. Examples of such programs include blood pressure screening, weight screening, cholesterol screening, blood chemistry testing including computerized blood chemistry testing, complete blood counts with differential and platelet count, sedimentation rates, liver functions, urinalysis, full physical examinations, psychiatric screening, EKGs and similar medical tests designed to assist a professional in making life style recommendations to the tested individual.

Section 2. Tests may be conducted on City premises or at an off site facility. The testing agency will be selected by the City in its discretion provided that agency is advised of its responsibility to maintain test information confidential between the testing agency and the tested individual.

Section 3. Any information collected in such programs shall be considered confidential medical information and shall be available only to the employee. Such information shall not under any circumstances be disclosed to the employer, its agents, employees, contractors, insurers and so forth. Nor shall such information be used in any grievance, workers' compensation, pension or any other proceeding, formal or informal. Any violation of this section shall render this provision of the collective bargaining agreement severable, void and unenforceable.

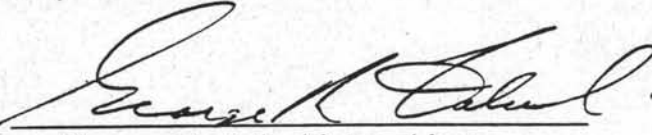
**ARTICLE 55
DURATION**

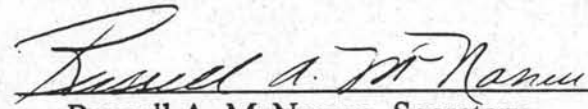
Section 1. Duration. This Agreement shall be effective the 1st day of July 1996 and shall remain in force and effect to and including June 30, 2000.

Section 2. Future Negotiations. The parties agree that, commencing not later than March 1, 2000 they will undertake negotiations for a new Agreement for a succeeding period.

Section 3. Extension. In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new Contract.

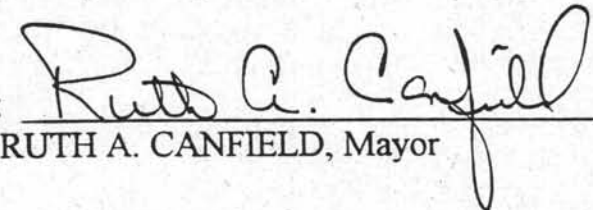
IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives the day and year first above written.
LOCAL NO. 1355 OF THE INTERNATIONAL
FIREFIGHTERS, also known as DEARBORN
HEIGHTS PROFESSIONAL FIREFIGHTERS
UNION, AFL-CIO, C.L.C.

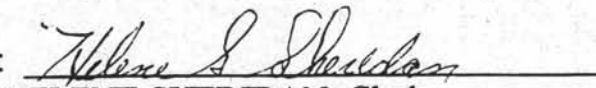
By: 
George R. Zalucki, President

By: 
Russell A. McNamee, Secretary

Dated: 10-29-96

CITY OF DEARBORN HEIGHTS,
A Municipal Corporation

By: 
RUTH A. CANFIELD, Mayor

By: 
HELENE SHERIDAN, Clerk

Dated: 10-29-96

AT DEARBORN HEIGHTS, MICHIGAN
ATTACHMENT 1
DESIGNATION OF BENEFICIARY

TO: City of Dearborn Heights, Michigan

I hereby designate _____ as beneficiary(ies) of any employment related benefits payable by the City on account of my death or due me from the City at the time of my death under the Collective Bargaining Agreement with Local #1355 I.A.F.F. or otherwise. In the event such designated beneficiary(ies) does (do) predecease me, then I designate _____ as my beneficiary(ies) instead.

I reserve the right to change the designated beneficiary(ies). In case of conflict between the requirements of the Collective Bargaining Agreement existing at time of death or any statute and this Designation of Beneficiary, such Collective Bargaining agreement or statute shall control the disposition of any employment-related benefits payable on account of the death of the employee.

In addition, it is understood and agreed that the City may require the designated beneficiary to sign an agreement to indemnify and hold the City harmless from liability as a result of delivering any monies to the beneficiary.

Dated: _____

Signed: _____

Address: _____

ATTACHMENT 2

AUTHORIZATION FOR PAYROLL DEDUCTION

PLEASE PRINT

BY: _____
Last Name First Name Middle Initial

TO: City of Dearborn Heights, Michigan

Effective _____, I hereby authorize you to
(Month, Day, Year)

deduct from my earnings \$ _____ per month or such other amount as Dearborn Heights Firefighters' Union, herein after called DHFFU, may certify as my share of the cost of administration and negotiations of this and succeeding collective bargaining agreements with the City of Dearborn Heights. In consideration of the City of Dearborn Heights providing this deduction service, I agree to hold the City of Dearborn Heights harmless against any and all claims, demands, lawsuit, or other forms of liability that may arise out of, or by reason of, action taken or not taken by the City for the purpose of providing this deduction service. I further specifically agree that in the event that refund of sums deducted under this Authorization is due to me for any reason, that in consideration of the City of Dearborn Heights providing this deduction service, to seek such refund from DHFFU. The amounts deducted hereunder shall be paid to the Treasurer of DHFFU at the address provided, and to be provided, by said DHFFU. This Authorization shall remain in effect unless terminated by me upon sixty (60) days prior written notice to DHFFU and the City of Dearborn Heights upon termination of the Agreement or upon termination of my employment.

Employee's Signature

Exhibit A - Salary Classification

Contract Effective July 1, 1996 - June 30, 2000
Salaries for July 1, 1996 - June 30, 1997

	Annual Salary	Bi-Weekly Rate	Daily Rate	Hourly Rate	Time and One-Half
Deputy Chief					
6 Month Max	\$58,977.56	\$2,268.37	\$226.84	\$28.3546	\$42.5319
Start	\$58,349.67	\$2,244.22	\$224.42	\$28.0527	\$42.0791
Fire Marshal					
6 Month Max	\$56,735.07	\$2,182.12	\$218.21	\$27.2765	\$40.9147
Start	\$56,250.69	\$2,163.49	\$216.35	\$27.0436	\$40.5654
Fire Inspector					
6 Month Max	\$52,698.58	\$2,026.87	\$202.69	\$25.3359	\$38.0038
Start	\$51,505.58	\$1,980.98	\$198.10	\$24.7623	\$37.1434
Fire Inspector (Mc Donagh)	\$54,941.08	\$2,113.12	\$211.31	\$26.4140	\$39.6210
Fire Inspector (5 Years)	\$53,819.83	\$2,069.99	\$207.00	\$25.8749	\$38.8124
Captain					
6 Month Max	\$54,941.08	\$2,113.12	\$528.28	\$22.0116	\$33.0175
Start	\$54,313.18	\$2,088.97	\$522.24	\$21.7601	\$32.6401
Lieutenant					
6 Month Max	\$52,698.58	\$2,026.87	\$506.72	\$21.1132	\$31.6698
Start	\$51,505.58	\$1,980.98	\$495.25	\$20.6352	\$30.9529
Pump Operator					
6 Month Max	\$48,437.85	\$1,862.99	\$465.75	\$19.4062	\$29.1093
Start	\$47,433.21	\$1,824.35	\$456.09	\$19.0037	\$28.5055
Firefighter (Full Pay)	\$44,849.86	\$1,724.99	\$431.25	\$17.9687	\$26.9530
Firefighter School	\$26,909.90	\$1,035.00	\$103.50	\$12.9375	\$19.4062
Start	\$26,909.91	\$1,035.00	\$258.75	\$10.7812	\$16.1718
6 Months	\$29,152.41	\$1,121.25	\$280.31	\$11.6797	\$17.5195
Anniver-1	\$31,394.90	\$1,207.50	\$301.87	\$12.5781	\$18.8671
Anniver-2	\$33,637.39	\$1,293.75	\$323.44	\$13.4765	\$20.2148
Anniver-3	\$35,879.89	\$1,380.00	\$345.00	\$14.3750	\$21.5624
Anniver-4	\$40,364.87	\$1,552.50	\$388.12	\$16.1718	\$24.2577
Anniver-5	SEE FIREFIGHTER FULL PAY				

Note: Starting rates for probations above firefighter are at 72% of the difference for six months

Exhibit B - Salary Classification

Contract Effective July 1, 1996 - June 30, 2000
Salaries for July 1, 1997 - June 30, 1998

	Annual Salary	Bi-Weekly Rate	Daily Rate	Hourly Rate	Time and One-Half
Deputy Chief					
6 Month Max	\$60,746.90	\$2,336.42	\$233.64	\$29.2052	\$43.8079
Start	\$60,100.16	\$2,311.54	\$231.15	\$28.8943	\$43.3415
Fire Marshal					
6 Month Max	\$58,437.13	\$2,247.58	\$224.76	\$28.0948	\$42.1422
Start	\$57,938.22	\$2,228.39	\$222.84	\$27.8549	\$41.7824
Fire Inspector					
6 Month Max	\$54,279.55	\$2,087.67	\$208.77	\$26.0959	\$39.1439
Start	\$53,050.75	\$2,040.41	\$204.04	\$25.5052	\$38.2578
Fire Inspector (Mc Donagh)	\$56,589.32	\$2,176.51	\$217.65	\$27.2064	\$40.8096
Fire Inspector (5 Years)					
	\$55,434.43	\$2,132.09	\$213.21	\$26.6512	\$39.9768
Captain					
6 Month Max	\$56,589.32	\$2,176.51	\$544.13	\$22.6720	\$34.0080
Start	\$55,942.58	\$2,151.64	\$537.91	\$22.4129	\$33.6193
Lieutenant					
6 Month Max	\$54,279.55	\$2,087.67	\$521.92	\$21.7466	\$32.6199
Start	\$53,050.75	\$2,040.41	\$510.10	\$21.2543	\$31.8815
Pump Operator					
6 Month Max	\$49,890.99	\$1,918.88	\$479.72	\$19.9884	\$29.9826
Start	\$48,856.21	\$1,879.09	\$469.77	\$19.5738	\$29.3607
Firefighter (Full Pay)					
	\$46,195.36	\$1,776.74	\$444.19	\$18.5078	\$27.7616
Firefighter					
School	\$27,717.22	\$1,066.05	\$106.60	\$13.3256	\$19.9884
Start	\$27,717.22	\$1,066.05	\$266.51	\$11.1047	\$16.6570
6 Months	\$30,026.98	\$1,154.88	\$288.72	\$12.0300	\$18.0451
Anniver-1	\$32,336.75	\$1,243.72	\$310.93	\$12.9554	\$19.4331
Anniver-2	\$34,646.52	\$1,332.56	\$333.14	\$13.8808	\$20.8212
Anniver-3	\$36,956.29	\$1,421.40	\$355.35	\$14.8062	\$22.2093
Anniver-4	\$41,575.82	\$1,599.07	\$399.77	\$16.6570	\$24.9855
Anniver-5	SEE FIREFIGHTER FULL PAY				

Note: Starting rates for probations above firefighter are at 72% of the difference for six months

Exhibit C - Salary Classification

Contract Effective July 1, 1996 - June 30, 2000
Salaries for July 1, 1998 - June 30, 1999

	Annual Salary	Bi-Weekly Rate	Daily Rate	Hourly Rate	Time and One-Half
Deputy Chief					
6 Month Max	\$62,569.30	\$2,406.51	\$240.65	\$30.0814	\$45.1221
Start	\$61,903.17	\$2,380.89	\$238.09	\$29.7611	\$44.6417
Fire Marshal					
6 Month Max	\$60,190.24	\$2,315.01	\$231.50	\$28.9376	\$43.4064
Start	\$59,676.37	\$2,295.24	\$229.52	\$28.6906	\$43.0358
Fire Inspector					
6 Month Max	\$55,907.93	\$2,150.31	\$215.03	\$26.8788	\$40.3182
Start	\$54,642.27	\$2,101.63	\$210.16	\$26.2703	\$39.4055
Fire Inspector (Mc Donagh)	\$58,286.99	\$2,241.81	\$224.18	\$28.0226	\$42.0339
Fire Inspector (5 Years)	\$57,097.46	\$2,196.06	\$219.61	\$27.4507	\$41.1761
Captain					
6 Month Max	\$58,286.99	\$2,241.81	\$560.45	\$23.3522	\$35.0282
Start	\$57,620.86	\$2,216.19	\$554.05	\$23.0853	\$34.6279
Lieutenant					
6 Month Max	\$55,907.93	\$2,150.31	\$537.58	\$22.3990	\$33.5985
Start	\$54,642.27	\$2,101.63	\$525.41	\$21.8919	\$32.8379
Pump Operator					
6 Month Max	\$51,387.72	\$1,976.45	\$494.11	\$20.5880	\$30.8820
Start	\$50,321.90	\$1,935.46	\$483.86	\$20.1610	\$30.2415
Firefighter (Full Pay)	\$47,581.22	\$1,830.05	\$457.51	\$19.0630	\$28.5945
Firefighter School	\$28,548.73	\$1,098.03	\$109.80	\$13.7254	\$20.5880
Start	\$28,548.73	\$1,098.03	\$274.51	\$11.4378	\$17.1567
6 Months	\$30,927.79	\$1,189.53	\$297.38	\$12.3909	\$18.5864
Anniver-1	\$33,306.85	\$1,281.03	\$320.26	\$13.3441	\$20.0161
Anniver-2	\$35,685.92	\$1,372.54	\$343.13	\$14.2972	\$21.4459
Anniver-3	\$38,064.98	\$1,464.04	\$366.01	\$15.2504	\$22.8756
Anniver-4	\$42,823.10	\$1,647.04	\$411.76	\$17.1567	\$25.7350
Anniver-5	SEE FIREFIGHTER FULL PAY				

Note: Starting rates for probations above firefighter are at 72% of the difference for six months

Exhibit D - Salary Classification

Contract Effective July 1, 1996 - June 30, 2000
Salaries for July 1, 1999 - June 30, 2000

	<i>Annual Salary</i>	<i>Bi-Weekly Rate</i>	<i>Daily Rate</i>	<i>Hourly Rate</i>	<i>Time and One-Half</i>
Deputy Chief					
6 Month Max	\$64,446.39	\$2,478.71	\$247.87	\$30.9838	\$46.4758
Start	\$63,760.27	\$2,452.32	\$245.23	\$30.6540	\$45.9810
Fire Marshal					
6 Month Max	\$61,995.95	\$2,384.46	\$238.45	\$29.8057	\$44.7086
Start	\$61,466.66	\$2,364.10	\$236.41	\$29.5513	\$44.3269
Fire Inspector					
6 Month Max	\$57,585.18	\$2,214.81	\$221.48	\$27.6852	\$41.5278
Start	\$56,281.55	\$2,164.67	\$216.47	\$27.0584	\$40.5877
Fire Inspector (Mc Donagh)	\$60,035.61	\$2,309.06	\$230.91	\$28.8633	\$43.2949
Fire Inspector (5 Years)	\$58,810.39	\$2,261.94	\$226.19	\$28.2742	\$42.4113
Captain					
6 Month Max	\$60,035.61	\$2,309.06	\$577.27	\$24.0527	\$36.0791
Start	\$59,349.49	\$2,282.67	\$570.67	\$23.7778	\$35.6668
Lieutenant					
6 Month Max	\$57,585.18	\$2,214.81	\$553.70	\$23.0710	\$34.6065
Start	\$56,281.55	\$2,164.67	\$541.17	\$22.5487	\$33.8230
Pump Operator					
6 Month Max	\$52,929.35	\$2,035.74	\$508.94	\$21.2057	\$31.8085
Start	\$51,831.56	\$1,993.52	\$498.38	\$20.7658	\$31.1488
Firefighter (Full Pay)	\$49,008.66	\$1,884.95	\$471.24	\$19.6349	\$29.4523
Firefighter School	\$29,405.20	\$1,130.97	\$113.10	\$28.8633	\$43.2949
Start	\$29,405.20	\$1,130.97	\$282.74	\$11.7809	\$17.6714
6 Months	\$31,855.63	\$1,225.22	\$306.30	\$12.7627	\$19.1440
Anniver-1	\$34,306.06	\$1,319.46	\$329.87	\$13.7444	\$20.6166
Anniver-2	\$36,756.50	\$1,413.71	\$353.43	\$14.7262	\$22.0892
Anniver-3	\$39,206.93	\$1,507.96	\$376.99	\$15.7079	\$23.5619
Anniver-4	\$44,107.79	\$1,696.45	\$424.11	\$17.6714	\$26.5071
Anniver-5	SEE FIREFIGHTER FULL PAY				

Note: Starting rates for probations above firefighter are at 72% of the difference for six months

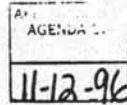


Mayor's Office

8-A

Ruth A. Canfield
Mayor

October 30, 1996



Honorable City Council
City of Dearborn Heights

Dear Council Members:

At the City Council meeting of October 22, 1996 your Honorable Body approved the new contract for the Dearborn Heights Professional Firefighters Union. As in the past, it has been customary to extend the benefits of that contract to the position of Fire Chief and to make salary adjustments for this position.

It is recommended that your Honorable Body extend the provisions of the 1996-2000 Professional Firefighters contract to the Fire Chief, with the exception of the residency clause.

Please contact me if you have any questions on this matter.

Very truly yours,

Ruth A. Canfield

RAC/cmh
Attachment

**AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT
IMPLEMENTATION OF ADVANCED LIFE SUPPORT
FOR THE CITY OF DEARBORN HEIGHTS**

*Between The City of Dearborn Heights, Michigan, and
The Dearborn Heights Professional Fire Fighters Union Local 1355, AFL-CIO*

This Amendment is to the 1996-2000 Collective Bargaining Agreement (AGREEMENT) between the CITY OF DEARBORN HEIGHTS ("City") and the DEARBORN HEIGHTS PROFESSIONAL FIRE FIGHTERS UNION ("DHPFFU" or "Union").

WHEREAS, the City of Dearborn Heights and the Union are desirous of establishing and maintaining an Advanced Life Support ("ALS" or "EMTA") emergency rescue services program as soon as practicable, and;

WHEREAS, the City and Union have made certain contractual contingencies relating to the establishment of an ALS program in the 1996-2000 collective bargaining agreement and are each mutually desirous of recording their agreements in a written Amendment to said collective bargaining agreement,

THE CITY AND UNION do hereby agree to attach this Amendment to the 1996-2000 collective bargaining agreement as follows:

ARTICLE I: EMTA POLICY CONSIDERATIONS

1. All suppression personnel, to include the Deputy Chief, currently at the EMTS (Specialist) level, shall be afforded the opportunity to attend EMTA schooling.
2. A minimum of eighteen (18) licenced personnel will be required in order for the City to have attained "Operational Status" of its EMTA program.
3. Training for EMTA personnel shall be selected by the City by shift seniority. The first and second class will be offered to Firefighters. The third class offered to Lieutenants, then Pump Operators, and finally Captains and the Deputy Chief. No classes will be offered to personnel on vacation. All personnel unable to take vacation days due to training will be allowed to carry vacation days over to the next vacation period. Any vacation days carried over to another vacation period shall not create overtime.
4. The first EMTA class will commence at a date to be determined by the Fire Chief.

5. The City shall train up to six (6) additional EMTA personnel each year, until all interested personnel are licenced. The City reserves the right to waive this requirement under two circumstances: (1) due to a severe economic condition of the City caused by a disaster, such as a major storm event, or (2) a change in the State testing and/or training requirements necessitating increased expenditures by the City, in which event the City will train two (2) personnel.
6. Rescue Squads shall be staffed with two (2) EMTA's at all times. In the event call-in does not allow for two (2) EMTA's, minimum staffing shall consist of one (1) EMTA and one (1) EMTS.
7. Before the City attains "Operational Status" of its EMTA program, EMTA personnel shall be assigned to shifts that will allow for equal shift distribution of licenced EMTA's. Shift transfers shall be set at the discretion of the Fire Chief or his designee.
8. During the "Bump Cycle," EMTA positions shall be slotted on each shift to ensure equal staffing.
9. Suitcasing between stations to balance EMTA positions shall be done on a daily basis, through daily station transfer, at the discretion of the Fire Chief or his designee.
10. Until such time as there are twenty-four (24) licenced EMTA's, only one (1) EMTA-licenced employee will be allowed to be on vacation at one time. Any EMTA unable to take vacation days will be allowed to carry over vacation days to each next vacation period. Any vacation days carried over to another vacation period shall not create overtime.

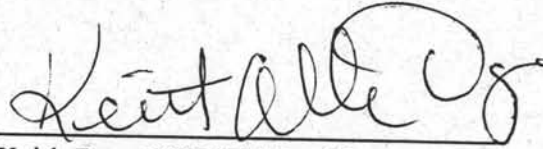
ARTICLE II: EMTA ECONOMIC CONSIDERATIONS

1. EMTA Personnel shall receive compensation at time and a half for hours of EMTA schooling conducted while not on duty.
2. If personal time off (PTO) cannot be approved due to manpower reduction created by EMTA training, PTO may be accumulated and shall carry over to the next fiscal year. The use of accumulated PTO time shall not create overtime.
3. Once licenced, EMTA personnel shall maintain their licence at the City's expense.
4. Once the City's EMTA service has attained "Operational Status", licenced EMTA personnel shall receive the following pay premium ("EMTA Premium")
 - A. In 1998, five percent (5%) of the employee's base wage. If EMTA pay is pro-rated, the EMTA will receive EMTS (Specialist) premium for the remainder of the year. (Exception: new hire with EMTA licence will receive pro-rated pay from time of hire with no Specialist premium).

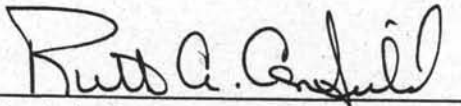
- B. In 1999, the EMTA premium shall be increased from 5% to 5.5% of an EMTA's base wage.
- C. The City and Union understand and agree that if an individual loses his or her EMTA licensure for any reason, they will forfeit all rights under this Amendment, will not be eligible for any retro pay under Article II of this Amendment, and will be responsible for their own costs of re-training and/or re-licensure.

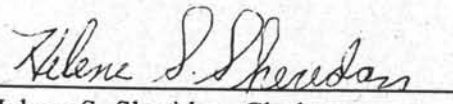
IN WITNESS WHEREOF, the parties have executed this Amendment by their duly authorized representatives on the date following their respective signatures.

**DEARBORN HEIGHTS
PROFESSIONAL FIRE FIGHTERS
ASSOCIATION LOCAL 1355, AFL-CIO**


Keith Day, DHPFFU President
Dated: 16 July 97, 1997

CITY OF DEARBORN HEIGHTS


Ruth A. Canfield, Mayor
Dated: 7-25-97, 1997


Helene S. Sheridan, Clerk
Dated: 7-28, 1997

**AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT
IMPLEMENTATION OF ADVANCED LIFE SUPPORT
FOR THE CITY OF DEARBORN HEIGHTS**

*Between The City of Dearborn Heights, Michigan, and
The Dearborn Heights Professional Fire Fighters Union Local 1355, AFL-CIO*

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WHEREAS, the City of Dearborn Heights and the Union are desirous of establishing and maintaining an Advanced Life Support ("ALS" or "EMTA") emergency rescue services program as soon as practicable, and;

WHEREAS, the City and Union have made certain contractual contingencies relating to the establishment of an ALS program in the 1996-2000 collective bargaining agreement and are each mutually desirous of recording their agreements in a written Amendment to said collective bargaining agreement,

THE CITY AND UNION do hereby agree to attach this Amendment to the 1996-2000 collective bargaining agreement as follows:

ARTICLE I: EMTA POLICY CONSIDERATIONS

1. All suppression personnel, to include the Deputy Chief, currently at the EMTS (Specialist) level, shall be afforded the opportunity to attend EMTA schooling.
2. A minimum of eighteen (18) licenced personnel will be required in order for the City to have attained "Operational Status" of its EMTA program.
3. Training for EMTA personnel shall be selected by the City by shift seniority. The first and second class will be offered to Firefighters. The third class offered to Lieutenants, then Pump Operators, and finally Captains and the Deputy Chief. No classes will be offered to personnel on vacation. All personnel unable to take vacation days due to training will be allowed to carry vacation days over to the next vacation period. Any vacation days carried over to another vacation period shall not create overtime.
4. The first EMTA class will commence at a date to be determined by the Fire Chief.

5. The City shall train up to six (6) additional EMTA personnel each year, until all interested personnel are licenced. The City reserves the right to waive this requirement under two circumstances: (1) due to a severe economic condition of the City caused by a disaster, such as a major storm event, or (2) a change in the State testing and/or training requirements necessitating increased expenditures by the City, in which event the City will train two (2) personnel.
6. Rescue Squads shall be staffed with two (2) EMTA's at all times. In the event call-in does not allow for two (2) EMTA's, minimum staffing shall consist of one (1) EMTA and one (1) EMTS.
7. Before the City attains "Operational Status" of its EMTA program, EMTA personnel shall be assigned to shifts that will allow for equal shift distribution of licenced EMTA's. Shift transfers shall be set at the discretion of the Fire Chief or his designee.
8. During the "Bump Cycle," EMTA positions shall be slotted on each shift to ensure equal staffing.
9. Suitcasing between stations to balance EMTA positions shall be done on a daily basis, through daily station transfer, at the discretion of the Fire Chief or his designee.
10. ~~Until such time as there are twenty-four (24) licenced EMTA's, only one (1) EMTA-licenced employee will be allowed to be on vacation at one time. Any EMTA unable to take vacation days will be allowed to carry over vacation days to each next vacation period. Any vacation days carried over to another vacation period shall not create overtime.~~

CITY COUNCIL WILL BE ASKED TO APPROVE ON

ARTICLE II: EMTA ECONOMIC CONSIDERATIONS

10-14-97

1. EMTA Personnel shall receive compensation at time and a half for hours of EMTA schooling conducted while not on duty. JK
2. If personal time off (PTO) cannot be approved due to manpower reduction created by EMTA training, PTO may be accumulated and shall carry over to the next fiscal year. The use of accumulated PTO time shall not create overtime.
3. Once licenced, EMTA personnel shall maintain their licence at the City's expense.
4. Once the City's EMTA service has attained "Operational Status", licenced EMTA personnel shall receive the following pay premium ("EMTA Premium")
 - A. In 1998, five percent (5%) of the employee's base wage. If EMTA pay is pro-rated, the EMTA will receive EMTS (Specialist) premium for the remainder of the year. (Exception: new hire with EMTA licence will receive pro-rated pay from time of hire with no Specialist premium).

- B. In 1999, the EMTA premium shall be increased from 5% to 5.5% of an EMTA's base wage.
- C. The City and Union understand and agree that if an individual loses his or her EMTA licensure for any reason, they will forfeit all rights under this Amendment, will not be eligible for any retro pay under Article II of this Amendment, and will be responsible for their own costs of re-training and/or re-licensure.

IN WITNESS WHEREOF, the parties have executed this Amendment by their duly authorized representatives on the date following their respective signatures.

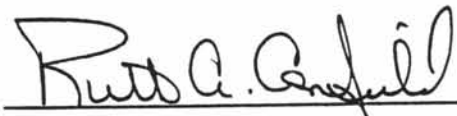
**DEARBORN HEIGHTS
PROFESSIONAL FIRE FIGHTERS
ASSOCIATION LOCAL 1355, AFL-CIO**



Keith Day, DHPFFU President

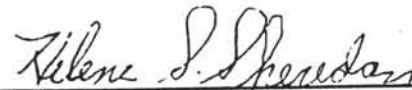
Dated: 16 July 97, 1997

CITY OF DEARBORN HEIGHTS



Ruth A. Canfield, Mayor

Dated: 7-25-97, 1997



Helene S. Sheridan, Clerk

Dated: 7-28, 1997

**ADDENDUM TO THE AMENDMENT TO THE COLLECTIVE BARGAINING
AGREEMENT CONCERNING THE IMPLEMENTATION OF ADVANCED LIFE
SUPPORT FOR THE CITY OF DEARBORN HEIGHTS**

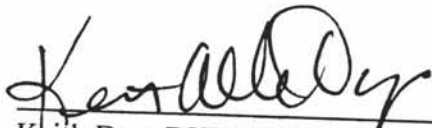
*Between the City of Dearborn Heights, Michigan, and
The Dearborn Heights Professional Fire Fighters Union Local 1355, AFL-CIO*

This Addendum is to the Amendment between the CITY OF DEARBORN HEIGHTS ("City") and the DEARBORN HEIGHTS PROFESSIONAL FIRE FIGHTERS UNION ("DHPFFU" or "Union") regarding the implementation of Advanced Life Support for the City of Dearborn Heights, dated July 28, 1997, as approved by City Council 97-370 (the "Agreement").

THE CITY AND UNION HEREBY AGREE AS FOLLOWS:

Article 1, Section 10 of the Agreement is hereby removed.

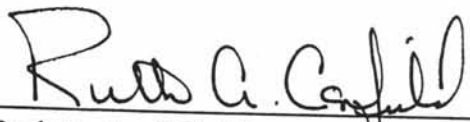
DEARBORN HEIGHTS
PROFESSIONAL FIRE FIGHTERS
UNION LOCAL 1355, AFL-CIO



Keith Day, DHPFFU President


Dated: 9 OCT., 1997

CITY OF DEARBORN HEIGHTS



Ruth A. Canfield, Mayor

Dated: 10-17 97, 1997



Helene S. Sheridan, Clerk

Dated: 10-16, 1997