

6/30/98

AGREEMENT BETWEEN  
CITY OF DEARBORN  
and  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS  
LOCAL 412 AFL-CIO

*Dearborn City of*

Effective July 1, 1995  
through June 30, 1998

Adopted by  
Civil Service Resolution No. 4956-96 and  
Council Resolution No. 3-183-96



AGREEMENT BETWEEN CITY OF DEARBORN  
and  
DEARBORN FIREFIGHTERS UNION

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# DEARBORN FIREFIGHTERS UNION

## AGREEMENT

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

### ARTICLE I RECOGNITION

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

### ARTICLE II DUES DEDUCTIONS

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

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

### ARTICLE III UNION SECURITY

- 3.1: It shall be a continuing condition of employment that all employees shall either maintain Union membership and pay the Union's uniform dues, fees and assessments, or that employees who are not members of the Union shall alternatively pay a bargaining service fee (hereinafter referred to as agency shop service fee) in an amount equivalent to such uniform dues, fees and assessments, less any amounts not permitted by law. Employees who fail to comply with this requirement within thirty (30) days shall be discharged by the City.

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**ARTICLE IV**  
**UNION ACTIVITIES**

- 4.1: Employees and their Union representatives shall have the right to join the Union, to engage in lawful concerted activities for the purposes of collective negotiation or bargaining or other mutual aid and protection to express or communicate any view, grievance, complaint or opinion related to the conditions or compensation of public employment or their betterment, all free from any and all restraint, interference, coercion, discrimination or reprisal.
- 4.2: The President, Vice President, Secretary, and up to three other members of the bargaining unit, shall be recognized by the City insofar as representing the bargaining unit and processing grievances, or in negotiations with the City. No Union business will be performed on City time, other than as required in order to represent members involved in administrative procedures or as permitted elsewhere in this Agreement. Union representatives shall be permitted reasonable time off from their regular duties to investigate and process grievances, however, the representative must make arrangements with his commanding officer before leaving his work station.
- 4.3: The Union shall be provided suitable bulletin boards, including at least one at each station, for the posting of Union notices or other materials. Such board shall be identified with the name of the union and the union may designate persons responsible therefor. The bulletin board shall not contain any notices or announcements of a political nature or anything reflecting adversely upon the City or any of its employees.
- 4.4: The Union may schedule meetings on Fire Department property insofar as such meetings are not disruptive of the duties of the employees in the efficient operation of the department.
- 4.5: Two Union officials shall be granted time off with pay to attend bi-annual conventions of the International Firefighters Association. Four Union officials shall be granted time off with pay to attend bi-annual State conventions. Such time off shall be compensated under the principle of "no loss-no gain" for attendance to aforementioned conventions.

The President and/or Secretary shall be granted time off with pay to conduct monthly Union meetings.

The Chief may rescind such authorizations if urgent and immediate service do not permit such time off.

**ARTICLE V**  
**MANAGEMENT RIGHTS AND SECURITY**

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

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- 5.2: All rights which originally vest in and are exercised by employers, except as limited by the terms of this Agreement, are reserved to and remain vested in the City, including but without limiting the generality of the foregoing the right:
- A. To discipline or discharge for reasonable and just cause, and the employee may exercise his rights under the terms of this Agreement and any applicable State laws applying to Veterans.
  - B. To lay off for lack of work or funds, or the occurrence of conditions beyond the control of the City.
  - C. To establish reasonable work rules, determine reasonable schedules of work, and determine the methods, processes, and procedures by which said work is to be performed.
  - D. To classify positions based on assigned duties and responsibilities or make changes in assigned duties and responsibilities.
  - E. To determine when overtime work is required.
  - F. The right of contracting or sub-contracting is vested in the City.
  - G. To take whatever actions are necessary and reasonable in situations of emergency to perform the functions of the department.
  - H. The right to administer pay and fringe benefit plans.
  - I. To direct the work force and to assign the work.
- 5.3: The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are essential to the public health, safety and welfare. The Union therefore agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment. The Union further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work, picketing, or any acts that interfere in any manner or to any degree with the services of the City. Any violation of the foregoing may be made the subject of disciplinary action.

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**ARTICLE VI**  
**GRIEVANCE PROCEDURE**

- 6.1: A "grievance" shall mean a complaint by an employee in the bargaining unit which he believes to be a violation, misinterpretation or inequitable application of the provisions of this Agreement, or an inequitable application of the work rules of the department. The term "employee" shall also mean a group of employees having the same grievance. A group grievance shall be only one in which the fact questions and the provisions of the Agreement alleged to be violated are the same as they relate to each and every employee in the group.
- 6.2: Most grievances arise from instances of misunderstanding or problems that should be settled promptly and satisfactorily on an informal basis at the work level before they become formal grievances. It is mutually agreed that all grievances, arising under and during the term of this Agreement, shall be settled in accordance with the procedure herein provided.

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

Step 2 If the grievance has not been settled in Step 1, the employee may appeal the grievance to the City's Personnel Director within fifteen (15) calendar days following the reply of the Chief, or his representative. Upon receipt of this appeal, and after the Union has designated their representatives, the Personnel Director shall arrange a meeting within fifteen (15) calendar days. The Personnel Director shall render a decision within fifteen (15) calendar days of the date of the last meeting of the Grievance Panel.

Step 3 If the grievance is not settled by the decision of the Personnel Director the Union must, if it desires to arbitrate the grievance, notify the City in writing within thirty calendar days of the date of the receipt of the Step 2 decision. The parties shall then be obliged to proceed with the arbitration in the manner hereinafter provided. The parties shall attempt to agree upon an impartial arbitrator. If they cannot so agree within ten (10) calendar days of the request for arbitration, the Union shall, within ten (10) calendar days thereafter file the demand for arbitration with the American Arbitration Association in accordance with the then applicable rules of the Association. The expenses of the arbitrator, excepting the parties' own expenses, shall be borne equally by the Union and the City. The arbitrator shall have the authority and jurisdiction to determine the propriety of the interpretation and/or application of the collective bargaining agreement respecting the grievance in question, but he shall not have the power to alter, modify or add to the terms of this Agreement. The decision of the arbitrator shall be final and binding on the parties and affected employees.



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- 6.3: The grievance procedures provided in this Agreement shall be supplementary to, rather than exclusive of, any procedures or remedies afforded to any employee by law, provided, however, that an employee who elects to appeal to Step 2 of this grievance procedure shall be deemed to have waived the use of any alternative procedures provided by the City.
- 6.4: The Union shall have exclusive authority to initiate and prosecute arbitration under Step 3 of this grievance procedure.
- 6.5: The time limits contained in this article may be extended upon the mutual agreement of the Union and the City.

### **ARTICLE VII** **WORK RULES**

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

### **ARTICLE VIII** **MINIMUM STAFFING**

- 8.1: Absent extraordinary circumstances, the City agrees to maintain on duty a minimum of twenty-five (25) 24-hour firefighters at all times.

### **ARTICLE IX** **ADOPTION BY REFERENCE OF RELEVANT CHARTER PROVISIONS, CIVIL SERVICE RULES, RESOLUTIONS OF THE CIVIL SERVICE COMMISSION AND THE CITY COUNCIL**

- 9.1: The City and the Union further agree that all provisions of the City Charter, Civil Service Rules and resolutions of the Civil Service Commission and the City Council, relating to working conditions and compensation of employees in the bargaining unit, are incorporated herein by reference and made a part hereof to the same extent as if they were specifically set forth.

### **ARTICLE X** **MINIMUM MANPOWER**

- 10.1: For the length of this contract under an arbitration award dated November 9, 1977, the City shall maintain a minimum of one hundred and seventeen (117) City financed positions in the uniform Division of the Fire Department.

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## **ARTICLE XI** **PAY OUT OF RANK**

- 11.1: Under an arbitration award dated March 6, 1974, any Fire Lieutenant, or any employee in a rank above Lieutenant covered by this collective bargaining agreement who is assigned to work in a higher rank for a period that would exceed twelve (12) hours shall be paid the hourly rate of the higher rank from the first hour of such assignment. Payment for any service out of rank shall be effective April 2, 1974.
- 11.2: Effective July 1, 1996, any 8-hour employee who is assigned to work in a higher rank to fill-in for an employee (not the Chief) who is absent for five (5) or more consecutive work days due to vacation, sickness, or disability, shall be paid the hourly rate of the higher rank from the first hour of such assignment.

## **ARTICLE XII** **BARGAINING UNIT EROSION**

- 12.1: Employees of the Fire Department of the City of Dearborn shall continue to perform, and no person other than an employee of the Fire Department of the City of Dearborn shall perform work normally and customarily performed by employees of the Fire Department of the City of Dearborn prior to January 1, 1974.

This restriction on the performance of bargaining unit work by persons other than those employed within this collective bargaining unit shall commence thirty (30) days after the issuance of the arbitration award herein and shall remain in effect for the duration of this collective bargaining agreement. It is understood that this restriction on the performance of bargaining unit work by persons other than those employed within this collective bargaining unit shall not serve to foreclose the City of Dearborn from entering into mutual aid pacts with cities and/or other municipalities with whom no mutual aid pact was in existence on or prior to January 1, 1974.

## **ARTICLE XIII** **SUSPENSIONS, DEMOTIONS AND DISMISSALS**

- 13.1: Whenever an employee is suspended, demoted or dismissed from the City service for cause, he, or the Union on his behalf, may appeal such disciplinary action within ten (10) days after he has been served with a written statement, signed by the appointing authority, setting forth the reasons for such suspension, demotion or dismissal. Notice of such suspension, demotion, or dismissal shall be served upon the employee, with a copy to the Association, within twenty-four (24) hours of the effective date of such action.
- 13.2: The employee, or the Union on behalf of the employee, may exercise an appeal under only one of the following remedies:
- A. A direct appeal for a hearing to the Civil Service Commission.
  - B. Under the contract grievance procedure commencing with Step #2.

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**ARTICLE XIV**  
**RESIDENCE**

- 14.1: Effective July 1, 1990 all employees in the bargaining unit shall be required to maintain residence within a reasonable distance of Fire Headquarters.

Reasonable shall be defined as a distance no greater than that which would allow the employee to respond for duty during an emergency

**ARTICLE XV**  
**HOLD HARMLESS CLAUSE**

- 15.1: The City of Dearborn does further agree to indemnify and save harmless all members of the City of Dearborn Fire Department from and against all claims or suits based on negligence or fact, damages, costs, losses and expenses arising out of the defense of each and every action taken by a firefighter and/or an Emergency Medical Technician in the course of and in performance of their official duties in accordance with established departmental rules, regulations and procedures. Said indemnification shall include destruction of property, negligence or any other cause of action which is a result of action required to be taken by a member of the Dearborn Fire Department in the course of and arising out of the performance of his duties as a member of the Department, provided that said member has conducted himself in accordance with established departmental rules, regulations and procedures. Said indemnification shall either take the form of insurance coverage including defense and payment of judgments or settlements, or by providing of legal counsel and payment of judgments or settlements; insurance or self-insurance being within the sole discretion of the City. This provision shall not apply to any claims or suits resulting from intentional wrongdoing or gross negligence on the part of a member of the City of Dearborn Fire Department.

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**ARTICLE XVI**  
**CLASSIFICATIONS AND RATES OF COMPENSATION**

16.1: RATES OF COMPENSATION EFFECTIVE JULY 1, 1995 THROUGH JUNE 30, 1996

Grade/ Step	No.	CLASSIFICATION TITLE	INCREMENT INTERVAL	RATES OF COMPENSATION WITH SERVICE INCREMENT ADDED
F01/F14	02001	Firefighter I	(a)	30798 33437 35206 36972 38744 40513
F01	02019	Firefighter I (hired after 7/1/93)	(b)	30798 33437 35206 36972 38744 40513
F02	02022	Firefighter I (hired after 12/31/95)	(b)	30200 32788 34523 36254 37992 40513
F03/F13	02002	Firefighter II	-	42279
F13	02021	Assistant Emergency Management Coordinator		42279
F13	02004	Fire Equipment Mechanic I	(c)	42279 *
F04/F15	02003	Firefighter III	-	43672
F06	02005	Fire Equipment Mechanic II	(c)	46345
F06	02007	Fire Prevention Inspector	(d)	46345 *
F05	02008	Fire Lieutenant	-	46345
F06	02014	Emergency Medical Services Coordinator		46345
		Emergency Medical Services Coordinator (eff: 1-1-96)		49908
F08	02009	Fire Captain	-	49908
F07	02010	Assistant Fire Marshal	-	49908
F07	02006	Fire Equipment Mechanic III	-	49908
F08	02023	Fire Apparatus Supervisor II (1-1-96)-		49908
F10	02024	Fire Apparatus Supervisor III (1-1-96)-		54784
F11/F10	02012	Battalion Fire Chief	-	54784
F09	02011	Fire Marshal	-	56089
F12	02013	Deputy Fire Chief	-	56089

- (a) First 12 months - Minimum rate
- After 12 months and for 6 months - Second step in range
- After 18 months and for 6 months - Third step in range
- After 24 months and for 6 months - Fourth step in range
- After 30 months and for 6 months - Fifth step in range
- After 36 months and for 6 months - Maximum rate

- (b) First 12 months - Minimum rate
- After 12 months and for 12 months - Second step in range
- After 24 months and for 12 months - Third step in range
- After 36 months and for 12 months - Fourth step in range
- After 48 months and for 12 months - Fifth step in range
- After 60 months - Maximum rate

(c) \*If employee is promoted from Firefighter II he shall be paid a rate equivalent to Firefighter III. If employee is promoted from Firefighter III and has had previous experience with equipment, he shall be paid 50% of the difference between Firefighter III and Fire Equipment Mechanic II/Fire Apparatus Supervisor II. The balance shall be paid at the end of one year, or upon completion of required coursework, whichever is sooner.

(d) \*If employee is promoted from Firefighter II or III he shall be paid 50% of the difference between his rate and the rate for Fire Prevention Inspector upon promotion. The employee will receive the balance of new rate upon completion of required coursework.

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16.2: RATES OF COMPENSATION EFFECTIVE JULY 1, 1996 THROUGH JUNE 30, 1997

Grade/ Step	No.	CLASSIFICATION TITLE	INCREMENT INTERVAL	RATES OF COMPENSATION WITH SERVICE INCREMENT ADDED
F01/F14	02001	Firefighter I		41728
F01	02019	Firefighter I (hired after 7/1/93)	(a)	31722 34440 36262 38081 39906 41728
F02	02022	Firefighter I (hired after 12/31/95)	(a)	30502 33116 34868 36617 38372 41728
F03/F13	02002	Firefighter II	-	43547
F13	02021	Assistant Emergency Management Coordinator	-	43547
F13	02004	Fire Equipment Mechanic I	(b)	43547 *
F04/F15	02003	Firefighter III	-	44982
F06	02007	Fire Prevention Inspector	(c)	47735 *
F05	02008	Fire Lieutenant	-	47735
F08	02023	Fire Apparatus Supervisor II	(b)	51405
F06	02014	Emergency Medical Services Coordinator		51405
F08	02009	Fire Captain	-	51405
F07	02010	Assistant Fire Marshal	-	51405
F10	02024	Fire Apparatus Supervisor III	-	56428
F11/F10	02012	Battalion Fire Chief	-	56428
F09	02011	Fire Marshal	-	57772
F12	02013	Deputy Fire Chief	-	57772

- (a) First 12 months - Minimum rate  
 After 12 months and for 12 months - Second step in range  
 After 24 months and for 12 months - Third step in range  
 After 36 months and for 12 months - Fourth step in range  
 After 48 months and for 12 months - Fifth step in range  
 After 60 months - Maximum rate

(b) \*If employee is promoted from Firefighter II he shall be paid a rate equivalent to Firefighter III. If employee is promoted from Firefighter III and has had previous experience with equipment, he shall be paid 50% of the difference between Firefighter III and Fire Apparatus Supervisor II. The balance shall be paid at the end of one year, or upon completion of required coursework, whichever is sooner.

(c) \*If employee is promoted from Firefighter II or III he shall be paid 50% of the difference between his rate and the rate for Fire Prevention Inspector upon promotion. The employee will receive the balance of new rate upon completion of required coursework.

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16.3: RATES OF COMPENSATION EFFECTIVE JULY 1, 1997

Grade/ Step	No.	CLASSIFICATION TITLE	INCREMENT INTERVAL	RATES OF COMPENSATION WITH SERVICE INCREMENT ADDED
F01/F14	02001	Firefighter I		42980
F01	02019	Firefighter I (hired after 7/1/93)	(a)	32674 35473 37350 39223 41103 42980
F02	02022	Firefighter I (hired after 12/31/95)	(a)	30807 33447 35217 36983 38756 42980
F03/F13	02002	Firefighter II	-	44853
F13	02021	Assistant Emergency Management Coordinator	-	44853
F13	02004	Fire Equipment Mechanic I	(b)	44853 *
F04/F15	02003	Firefighter III	-	46331
F05	02007	Fire Prevention Inspector	(c)	49167 *
F06	02008	Fire Lieutenant	-	49167
F08	02023	Fire Apparatus Supervisor II	(b)	52947
F06	02014	Emergency Medical Services Coordinator		52947
F08	02009	Fire Captain	-	52947
F07	02010	Assistant Fire Marshal	-	52947
F10	02024	Fire Apparatus Supervisor III	-	58121
F11/F10	02012	Battalion Fire Chief	-	58121
F09	02011	Fire Marshal	-	59505
F12	02013	Deputy Fire Chief	-	59505

- (a) First 12 months - Minimum rate
- After 12 months and for 12 months - Second step in range
- After 24 months and for 12 months - Third step in range
- After 36 months and for 12 months - Fourth step in range
- After 48 months and for 12 months - Fifth step in range
- After 60 months - Maximum rate

(b) \*If employee is promoted from Firefighter II he shall be paid a rate equivalent to Firefighter III. If employee is promoted from Firefighter III and has had previous experience with equipment, he shall be paid 50% of the difference between Firefighter III and Fire Apparatus Supervisor II. The balance shall be paid at the end of one year, or upon completion of required coursework, whichever is sooner.

(c) \*If employee is promoted from Firefighter II or III he shall be paid 50% of the difference between his rate and the rate for Fire Prevention Inspector upon promotion. The employee will receive the balance of new rate upon completion of required coursework.

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**ARTICLE XVII**  
**SERVICE INCREMENTS**

- 17.1: Service increments for employees in classifications set forth under Article XVI shall be effective the first day of the first pay period in the month following the completion of the required period of service.

**ARTICLE XVIII**  
**OVERTIME AND VACATION PAY-OFF ON SEPARATION**

- 18.1: When an employee leaves the classified service of the City through retirement or other reasons he shall be entitled to payment for any overtime or vacation accumulation that he has at the date of his separation. When an employee retires he shall have an option to receive lump sum payment for vacation, or remain on the rolls until vacation is used.

If a forty (40) hour per week employee elects to receive a lump sum payment for vacation, such vacation shall be converted to an amount that would equalize the pay-off with that of a twenty-four (24) hour employee, and computed at the employee's last annual rate of pay while in the classified service.

Lump sum payments for vacation pay shall not be included in the calculation of average final compensation for Chapter 21 benefits.

**ARTICLE XIX**  
**HOURS OF WORK**

- 19.1: Effective January 3, 1978, all fire bargaining unit personnel shall work on a schedule arranged by the Chief and shall average fifty-four (54) hours per week. The Deputy Chief, fire personnel assigned to the maintenance, training or fire marshal divisions and the Emergency Medical Services Coordinator shall work forty (40) hours per week.
- 19.2: Effective the first full pay period after the signing of this agreement, all forty (40) hour per week fire bargaining unit personnel shall work and be paid forty (40) hours per week inclusive of a thirty (30) minute lunch break.
- 19.3: Effective July 1, 1996, during each ten-day cycle, each 24-hour firefighter shall have the opportunity to work all such scheduled days, or, upon prior notice to the Chief in accordance with the Fire Department furlough policy, to schedule an "optional leave day" for which the employee will not be paid. No leave bank will be charged.

**ARTICLE XX**  
**MINIMUM REPORTING TIME**

20.1: If an employee reports for work on a scheduled work day or is called to work on a non-scheduled work day, or is called back to work after working a scheduled work day, then he/she shall be given a minimum credit of four (4) work hours.

If an employee is called to work between two (2) and four (4) hours before the regular starting time, then the employee shall be credited with the minimum four (4) work hours. If the employee is called to work less than two (2) hours before the regular starting time, it shall be considered overtime hours.

**ARTICLE XXI**  
**COMPENSATION FOR OVERTIME**

21.1: Fire bargaining unit personnel shall be compensated for overtime on the following basis: Compensatory time off or cash payment at the rate of One Hundred Fifty Percent (150%) of the hours worked beyond the normal work schedule. The employee shall have an option to elect compensatory time or cash payment. Effective upon contract implementation compensation time shall not exceed a maximum of two hundred and forty (240) hours. The election of compensatory time off or cash payment for a particular pay period may not be changed thereafter for that pay period.

As of contract implementation compensatory time over allowable maximum shall be grandfathered.

**ARTICLE XXII**  
**HOLIDAY PROVISIONS**

22.1: All fire bargaining unit personnel shall be paid, in addition to their annual salary, holiday pay at the rate of pay for each holiday based upon one tenth (1/10th) of the employee's bi-weekly salary that is in effect on the holiday and for the holidays herein set forth:

New Year's Day (January 1)  
Lincoln's Birthday (February 12)  
George Washington's Birthday (Observed)  
Easter Sunday (Observed)  
Memorial Day (Observed)  
Fourth of July (July 4)  
Labor Day (Observed)  
Columbus Day (Observed)  
Veteran's Day (November 11)  
Thanksgiving Day (Observed)  
Day before Christmas (December 24)  
Christmas Day (December 25)  
Day before New Year's Day (December 31)



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### 22.1: (continued)

Such payment shall be in consideration for: (1) time worked on the holiday, (2) time in lieu of compensatory time off in the event the holiday falls on a non-scheduled work day, and (3) for on-call duty that is required of all classifications.

If an employee in a forty (40) hour position is called in on a legal holiday as defined in the Collective Bargaining Agreement, the employee shall receive no additional compensation if called back during what would be his normal duty hours. If said employee is called back after what would be his normal duty hours, he shall be compensated for overtime on the following basis: Compensatory time off or cash payment at the rate of one-hundred and fifty percent (150%) of the hours worked beyond the normal work schedule. The employee shall have an option to elect compensatory time or cash payment.

Effective January 1, 1992 payment for the thirteen (13) holidays shall be as follows: Payment for one holiday shall be included in every other pay period. Any bargaining unit member who leaves the employment of the City shall repay by means of payroll deduction or otherwise, any holiday paid but not yet accrued.

It is further provided that any employee absent without leave on scheduled work days immediately preceding or succeeding holidays, shall not be entitled to pay for such holiday.

### **ARTICLE XXIII** **FOOD ALLOWANCE**

- 23.1: Effective January 1, 1985, all Fire bargaining unit personnel shall receive an annual food allowance of Six Hundred Twenty-five Dollars (\$625). The annual allowance shall be prorated on a bi-weekly allotment and shall continue to be paid during such time the employee renders service to the City. Effective July 1, 1996 said allowance shall be increased to Six Hundred Fifty Dollars (\$650).

### **ARTICLE XXIV** **CLOTHING AND MAINTENANCE ALLOWANCE**

- 24.1: Effective January 1, 1985, all Fire bargaining unit personnel shall be paid an annual clothing and maintenance allowance of Three Hundred Seventy-five Dollars (\$375). The annual allowance shall be prorated on the basis of a quarterly allotment and paid at the end of each quarter. Any employee beginning or terminating his employment during the quarterly period shall receive a prorata portion of the quarterly allotment. The allowance shall continue to be paid as long as the employee renders service to the City. Effective July 1, 1996, said allowance shall be increased to Four Hundred Dollars (\$400).

Provided further, that each employee receiving such allotment shall maintain and replace clothing as may be required by the Chief of the Department after periodic inspections. Provided further that clothing damaged in firefighting shall be replaced.

DEARBORN FIREFIGHTERS UNION

**ARTICLE XXV**  
**LONGEVITY PAY**

25.1: Schedule for Fire Classifications.

Effective July 1, 1995, the longevity pay schedule for employees in the bargaining unit shall be as follows:

<u>Years of Service Completed</u>	<u>Annual Longevity Pay</u>
5 through 9 years	\$1,000
10 through 14 years	1,500
15 through 19 years	2,000
20 years and over	2,500

Effective July 1, 1996, the longevity pay schedule for employees in the bargaining unit shall be as follows:

<u>Years of Service Completed</u>	<u>Annual Longevity Pay</u>
5 through 9 years	\$1,250
10 through 14 years	1,750
15 through 19 years	2,250
20 years and over	2,750

25.2: Administrative Regulations.

- A. Employees must be working in a full-time permanent position and must have earned their service credit on the anniversary date of their employment.
- B. The term "service" for the purpose of determining eligibility for longevity pay shall be those years of service that have been credited to the employee's seniority in accordance with the rules of the Civil Service Commission.
- C. Employees shall receive longevity pay the first full pay period in the month following the employee's anniversary date.

## DEARBORN FIREFIGHTERS UNION

### 25.3: Prorated Amounts on Retirement or Death.

Employees retiring during the year shall receive at the time of retirement a prorated portion of the annual longevity payment based upon the number of months on the payroll from the anniversary date to the date of retirement, providing retirement is under one of the following conditions: (1) a service retirement after twenty-five (25) years of service, (2) a deferred service retirement after twenty-five years of service, (3) a service retirement after age 60, (4) a duty or non-duty disability retirement.

If an employee dies during the year, then his beneficiary shall receive a prorated portion of the annual longevity payment based upon the number of months on the payroll from the anniversary date of employment to the date of death.

## ARTICLE XXVI

### EMERGENCY MEDICAL TECHNICIAN BONUS

- 26.1: Effective July 1, 1995 each Firefighter I and Firefighter II who is a certified emergency medical technician shall be paid a Five Hundred Dollar (\$500) bonus the first pay period in December. Said bonus shall be subject to legal withholdings, but shall not be part of an employee's Final Average Compensation and shall not be subject to pension deduction. Effective July 1, 1996, said bonus shall be increased to Seven Hundred and Fifty Dollars (\$750).

## ARTICLE XXVII

### SUPPLEMENTAL BENEFITS TO WORKERS' COMPENSATION

- 27.1: In all cases where an employee has been totally incapacitated as a result of an accidental injury, or an acquired occupational disease arising out of and in the course of his/her employment, and if it is determined that such injury or disease is not the result of such employee's culpable misconduct, then such employee shall be paid for the time lost during disability for a period of One Hundred Eighty (180) calendar days, and for such additional days said employee may have to his/her credit as vacation leave, sick leave, or accumulated overtime, such sum or sums of money when added to his/her workers' compensation benefits shall be equal to his/her full wage or salary at the time of the injury. Such time shall not be charged against vacation without the employee's approval.

Any time lost beyond the one hundred eighty (180) day period shall first be charged against sick leave, then against accumulated overtime, and then to vacation, except that such time shall not be charged against vacation without the employee's approval.

- 27.2: Any charge made to personal sick leave, accumulated overtime, or vacation, will be based on the number of hours contained in the amount that represents the difference between the employee's normal salary at the time of injury and the amount of the workers' compensation benefit.
- 27.3: It is further provided that if the employee is still off because of an in-service injury at the termination of all leave time as herein set forth, and it would be apparent from a medical report that the employee will be able to return to work within a reasonable period, the appointing authority may request the Civil Service Commission for additional leave.

DEARBORN FIREFIGHTERS UNION

ARTICLE XXVIII  
SICK LEAVE SEPARATION PAY

28.1: Upon separation from the classified service either through (1) a service retirement after twenty-five (25) years of service; (2) a deferred service retirement after twenty-five (25) years of service; (3) a service retirement after age sixty (60); (4) a duty or non-duty disability retirement; or (5) upon death of an employee, an employee shall have paid to him or to his beneficiary an amount that will be equal to fifty percent (50%) of his unused sick leave, but not in excess of thirty (30) work days for twenty-four (24) hour Fire Department employees.

Sick Leave separation pay for an employee working forty (40) hours per week shall be converted to equalize the payment with that received by a twenty-four (24) hour employee and computed at the employee's last annual rate of pay while in the classified service. (not in excess of thirty (30) twenty-four (24) hour work days).

Lump sum sick leave separation pay shall not be included in the calculation of average final compensation for Chapter 21 or Chapter 23 benefits.

ARTICLE XXIX  
HEALTH CARE BENEFITS

29.1: The City will make monthly payments for the cost of Health Care Benefits for all employees who work in a permanent full-time position, in an amount equal to the full subscription rate charge for the coverage to which the employee shall have subscribed. The monthly payment shall be made by the City for each month that the employee receives some salary or wage as compensation for services. The coverage shall be limited as set forth in the following sections.

Effective September 3, 1985, the coverage shall be limited to one of the following programs for self, or self and spouse, or self and family (including only spouse and eligible children). The City reserves the right to provide additional health coverage programs for the employee's selection.

A. Blue Cross/Blue Shield Comprehensive Major Medical Program (Dimension III) with deductible and co-payment with stop-loss, according to the following schedule:

Wage Group	Base Wage	DEDUCTIBLE		80/20 CO-PAY
		Single	2P/Family	Up to Stop Loss
I	Up to \$21,999	\$150	\$300	\$ 500
II	22,000 thru 31,999	200	400	750
III	32,000 thru 39,999	250	500	1,000
IV	40,000 and over	300	600	1,000

Effective August 3, 1986 a Drug Rider (\$5.00 co-payment) shall be included under this program.

DEARBORN FIREFIGHTERS UNION

29.1: (continued)

- B. Coverage under Health Alliance Plan and other Health Maintenance Organization Plans which the City determines to be in the mutual best interest of the parties.  
  
Effective July 3, 1992 a Drug Rider (\$5.00 co-payment) shall be included under any such programs.
- C. Employees shall be required to pay for family continuation and/or sponsored dependent riders. Under the Blue Cross/Blue Shield Comprehensive Major Medical program the sponsored dependent rider shall be required to pay the corresponding premium rate.
- D. If an employee represented by this bargaining unit is killed in line of duty, the benefits of this section shall continue to be provided to the spouse until the spouse remarries, and to dependent children until the children cease to be dependents.
- E. Effective July 1, 1991 married employees who are both employed by the City shall be eligible to elect (1) an individual single health care benefit for each employee, or (2) one family health care benefit or (3) one two-person contract.
- F. Should, during the course of this Agreement, there be enacted legislation affording or requiring medical insurance on a federal or national level, and should the City or its employees be affected, directly or indirectly, by said legislation, then, at the request of either party, the parties shall negotiate regarding said subject.

29.2: Non-Participation in Health Care Coverage.

Effective July 1, 1995, a cash bonus of Two Thousand Five Hundred Dollars (\$2,500) to be payable under the following conditions:

- A. Employee must have health coverage via a spouse who is employed by an employer other than the City of Dearborn.
- B. An employee electing to waive health care coverage must sign the appropriate forms prior to July 1st each year.
- C. Any employee who collects this bonus whose circumstances subsequently change shall be eligible for health care coverage. Such employee shall reimburse the City a prorated portion of the bonus based on the months paid by the City.
- D. The City will not make any such payment unless, by doing so, it realizes a net cost savings thereby on an individual-by-individual basis.
- E. One-half of the payment will be made on September 30, and one-half on March 31, of each fiscal year.

**ARTICLE XXX**  
**RETIREE HEALTH CARE BENEFITS**

30.1: All Fire Department employees who are members of a retirement system set up under Chapter 21 or Chapter 23 of the City Charter, who have completed twenty-five (25) years of service, and who retire on or after July 1, 1973, shall be provided with the following hospital, medical and surgical benefits, which shall include spouse and dependents. The coverage to be for hospital, medical and co-pay drug rider that is in effect for regular permanent employees through September 2, 1985.

Employees who retire effective September 3, 1985 or thereafter the coverage shall be limited to one of the following programs for retiree, spouse and dependents. The City shall reserve the right to provide additional health coverage programs for the retiree's selection.

A. Blue Cross/Blue Shield Comprehensive Major Medical Program (Dimension III) with deductible and co-payment with stop loss according to the following:

<u>Service Annuity</u>	<u>DEDUCTIBLE</u>		<u>80/20 Co-Pay</u>
	<u>Single</u>	<u>Two Person</u>	<u>Up to Stop Loss</u>
Up to \$21,999	\$150	\$300	\$500

Effective August 3, 1986 a Drug Rider (\$5.00 co-payment) shall be included under this program.

Effective July 3, 1990 the second level of deductible and co-payment with stop loss as follows:

<u>Service Annuity</u>	<u>DEDUCTIBLE</u>		<u>80/20 Co-Pay</u>
	<u>Single</u>	<u>Two Person</u>	<u>Up to Stop Loss</u>
Up to \$21,999	\$150	\$300	\$500
\$22,000 through 31,999	200	400	750

Effective July 1, 1994 the third level of deductible and co-payment with stop loss as follows:

<u>Service Annuity</u>	<u>DEDUCTIBLE</u>		<u>80/20 Co-Pay</u>
	<u>Single</u>	<u>Two Person</u>	<u>Up to Stop Loss</u>
Up to \$21,999	\$ 150	\$ 300	\$ 500
\$22,000 through 31,999	200	400	750
\$32,000 through 39,999	250	500	1,000

Effective July 1, 1995 the fourth level of deductible and co-payment with stop loss as follows:

<u>Service Annuity</u>	<u>DEDUCTIBLE</u>		<u>80/20 Co-Pay</u>
	<u>Single</u>	<u>Two Person</u>	<u>Up to Stop Loss</u>
Up to \$21,999	\$ 150	\$ 300	\$ 500
\$22,000 through 31,999	200	400	750
\$32,000 through 39,999	250	500	1,000
\$40,000 and over	300	600	1,000

DEARBORN FIREFIGHTERS UNION

30.1: (continued)

- B. Coverage under Health Alliance Plan or additional Health Maintenance Organization Plans selected in mutual best interest of the parties.

Effective July 3, 1992 a Drug Rider (\$5.00 co-payment) shall be included under any such programs.

Retirees shall be eligible to make a choice of these various coverages during the customary enrollment period in June of each year.

30.2: The above coverages are subject to the following provisions:

- A. Subject to conditions set forth above, employees shall have One Hundred Percent (100%) of the premium charges paid by the City for the retiree.
- B. Employees retiring under a duty disability retirement shall have the full monthly premium paid for retiree and spouse. A beneficiary receiving a duty death annuity shall have the full monthly premium paid for the spouse and dependent children, such payment to continue until remarriage.
- C. Deferred retirees are not eligible for retiree medical benefits.
- D. Employees retiring under a non-duty disability retirement shall have one hundred percent (100%) of the premium paid effective the date the retiree would have completed twenty-five (25) years of service if he/she continued working.
- E. Beginning in the month the retiree reaches age sixty-five (65) or is eligible and receives Medicare, whichever comes first, the retiree may choose coverage under one of the Health Maintenance Organization Plans, or shall be provided supplemental Blue Cross/Blue Shield coverage at the level determined by the City.
- F. Subject to the provisions of Subsection E, if the retiree is not eligible for Medicare coverage, then the same prorata premium payments shall continue as set forth in Subsection A.
- G. If the retiree or spouse is eligible for Medicare and fails to make application for Medicare coverage, then the City shall not pay any greater premium than would have been paid had the retiree or spouse received Medicare. The retiree or spouse shall reimburse the City for any excess premiums paid. Provided, however, that no retiree or spouse shall be held responsible for any excess premiums paid unless the City has provided notice to the retiree or spouse, by certified mail, and has allowed a reasonable opportunity for the retiree or spouse to respond.
- H. In the event the City would be obligated to make contributions under a National Health Insurance Act, that would affect coverage for retirees, then the terms of this Agreement shall be subject to renegotiations.

DEARBORN FIREFIGHTERS UNION

30.2: (continued)

- I. Effective July 1, 1995, in the event a retiree covered by the above provisions subsequently obtains other employment where the employer provides Blue Cross/Blue Shield, a Health Maintenance Organization plan, or Preferred Provider Organization plan of a substantially similar nature, he/she shall notify the City of such employment, and the retiree may apply for the cash bonus for non-participation in health coverage under Section 30.3 below of this article, if eligible.

The City shall not be required to continue its coverage for the duration of the retiree's other employment. Upon the retiree's leaving his/her above-mentioned employment, he/she may notify the City in writing and the City shall again enroll the retiree in its Blue Cross/Blue Shield hospitalization plan, or similar coverage under a Health Maintenance Organization plan.

30.3: Non-Participation in Health Care Coverage.

For those employees retiring on or after July 1, 1995, an annual cash bonus of Twelve Hundred and Fifty Dollars (\$1,250) for a single retiree, or Two Thousand Five Hundred Dollars (\$2,500) for a married retiree, to be payable under the following conditions:

- A. Retiree must have health coverage via a spouse or another source as long as neither is financed in any way by the City of Dearborn.
- B. A retiree electing to waive Health Care coverage must sign the appropriate forms prior to July 1 of each year.
- C. Any retiree who collects this bonus whose circumstances subsequently change shall be eligible for health coverage. Such retiree shall reimburse the City a prorated portion of the bonus based on the months paid by the City.
- D. No retiree shall receive a cash bonus that would go beyond the month such retiree would attain sixty-five (65) years of age, without the approval of the Civil Service Commission.
- E. The City will not make any such payment unless, by so doing, it realizes a net cost savings thereby on an individual-by-individual basis.
- F. One-half of the payment will be made on September 30, and one-half on March 31, of each fiscal year.



DEARBORN FIREFIGHTERS UNION

**ARTICLE XXXI**  
**DENTAL PLAN**

- 31.1: Effective July 1, 1979 the City shall pay the full annual premium for employees on the payroll June 30, 1979 who are working in full-time permanent positions. The premium shall be for Delta Dental Plan coverage as follows and shall include the employee's dependents:

100% of treatment costs for preventive, diagnostic (except radiographs) and emergency palliative (Class I benefits)  
80% of balance of Class I benefits paid by Carrier  
50% of treatment costs paid by Carrier on Class II benefits  
50% of treatment costs paid by Carrier on Class III benefits  
\$600 maximum per person per contract year on Class I and Class II benefits, and  
\$500 lifetime maximum on Class III (Orthodontic) benefits

Effective July 1, 1991 maximums as follows:

\$800 maximum per person per contract year on Class I and II benefits, and  
\$800 lifetime maximum on Class III Orthodontic benefits.

- 31.2: The effective date of coverage for new employees shall be the first monthly premium date that would be at least thirty (30) days subsequent to the date of employment.
- 31.3: If an employee is killed in line of duty, dental plan benefits shall continue to be provided to the spouse until the spouse remarries, and to dependent children until the children cease to be dependent.

**ARTICLE XXXII**  
**PROBATION**

- 32.1: Probation Period.  
In order that the appointing authority may effectively participate in the selective process, a probationary or working test period is hereby established for a period of twelve (12) months in accordance with the following conditions.
- A. The probationary or working test period shall apply to all employees whether appointed from an original entrance list, reemployment list or promotional employment list.
- B. The appointing authority may request extensions for periods of three, six, nine or twelve months if in the opinion of the Civil Service Commission sufficient reasons have been given and such request is on file with the Commission prior to the expiration of the twelve-month period. It is further provided that the total probationary period in no case shall exceed a total of twenty-four months.

## DEARBORN FIREFIGHTERS UNION

### 32.1: (continued)

- C. The appointing authority may at any time after the first six months of the probationary period request the Civil Service Commission to terminate the probationary period and give permanent status to the employee.
- D. The probationary or working test period is considered as part of the examination process prior to an employee gaining permanent status. Therefore, an employee who has been appointed from an original entrance or reemployment list (not lay off reemployment list) may have his services terminated at any time during such probationary period without the right of appeal.
- E. An employee who is serving a probationary period as a result of a promotion to a higher classification, and whose services are found to be unsatisfactory at any time during this probationary period shall be returned to the classification from which he was promoted.

### 32.2: Report on Probationary Period.

If at the conclusion of the probationary period of any employee his appointing authority fails to promptly submit a recommendation or report to accept or reject the employee, said employee is automatically placed on a permanent status and can only be removed in accordance with the provisions of the City Charter and the rules of the Civil Service Commission governing dismissals.

## **ARTICLE XXXIII PROMOTIONS**

33.1: Promotional examinations for the following classifications in the Fire Unit are approved by the Civil Service Commission as follows:

### BATTALION FIRE CHIEF

1. Applications restricted to the Fire Captains who have held this classification for at least two years prior to the last date for filing applications.
2. The following parts and weights are approved: Written Test, 60%; Oral Examination, 40%; plus seniority credits of 1/2% per year up to and including twenty years of service (maximum 10.00%). Applicants must receive a passing grade of 70% on each part.

## DEARBORN FIREFIGHTERS UNION

33.1: (continued)

### FIRE CAPTAIN

1. Applications restricted to Fire Lieutenants with two years of service in the Fire Lieutenant Classification prior to the last date for filing applications.
2. The following parts and weights are approved, Written Test, 60%; Promotional Potential Rating, 40%; plus seniority credits of 1/2% per year up to and including twenty years of service (maximum 10.0%). Applicants must receive a passing grade of 70% on each part.
3. Effective July 1, 1996, the following parts and weights are approved: Written test, 100%; applicants who qualify on the written examination with a minimum passing grade of 75% shall be placed on a promotional employment list in order of seniority as Lieutenant, and shall be certified to the Fire Department in seniority order.

### FIRE LIEUTENANT

1. Applications restricted to all Firefighter II's and Firefighter III's who have completed at least five years of service in the Fire Department prior to the last date for filing applications.
2. The following parts and weights are approved: Written Test, 60%; Promotional Potential Rating, 40%; plus seniority credits of 1/2% per year up to and including twenty years of service (maximum 10.0%); Applicants must receive a passing grade of 70% on each part.

### FIREFIGHTER III

1. Applications restricted to all Firefighter II's who have completed at least three years of service in the Fire Department prior to the last date for filing applications.
2. The following parts and weights are approved: Written test, 100%; applicants who qualify on the written examination with a minimum passing grade of 75% shall be placed on a promotional employment list in order of seniority as Firefighter II, and shall be certified to the Fire Department in seniority order.

### FIREFIGHTER II

1. Applications restricted to Firefighter I's who have at least three years of service in the Fire Department prior to the last date for filing applications.
2. The following parts and weights are approved: Written Test, 100%; applicants who qualify on the written examination with a minimum passing grade of 75% shall be placed on a promotional employment list in order of seniority as Firefighter I and shall be certified to the Fire Department in seniority order.

DEARBORN FIREFIGHTERS UNION

- 33.2: The Civil Service Commission further approves:
- A. Physical Fitness: All eligibles must pass a medical examination.
  - B. Probationary Period: All employees appointed from a promotional employment list must serve a probationary period of twelve (12) months.
  - C. Duration of List: The list will be in effect for a period of twelve (12) months.
- 33.3: It is further provided that annual examinations shall be held for the above listed positions during the first full week of November each year.

**ARTICLE XXXIV**  
**SENIORITY**

34.1: Seniority Defined.

- A. "Seniority" is established primarily to serve as a basis for determining City Service Credits in examination procedure and for the lay-off and reemployment of Civil Service employees, and is hereby defined as the length of continuous service after date of regular appointment to a position in the classified service, which shall include continuous service rendered to the City prior to the adoption of Civil Service provisions.
- B. "Continuous Service" shall mean employment by the City of Dearborn in a classified Civil Service position without interruption or break except such interruptions or breaks as the Civil Service Commission shall consider as not affecting seniority.
- C. "Seniority Date" shall mean the beginning date of continuous service as defined in the Civil Service Rules or as adjusted or modified by subsequent provisions of this rule.

34.2: Provisions Affecting Seniority.

- A. Where two or more persons are appointed on the same date, relative seniority shall be determined by the relative standing on the employment list from which certified. However, in all cases of identical seniority dates, persons entitled to preference under the Veterans' Preference Act shall be considered as having greater seniority than those without such preference. Any ties occurring beyond the above provisions shall be decided by lot.
- B. Seniority of employees off duty on leave of absence for personal reasons, or employees suspended for cause, shall have such periods deducted from seniority credits.

DEARBORN FIREFIGHTERS UNION

34.2: (continued)

- C. Employees who are off duty because of illness or injuries not in line of duty shall have such periods over and beyond accumulated sick leave deducted from seniority.
- D. Time elapsed between periods of lay-off and reemployment shall be deducted from seniority credit.
- E. Any employee who is appointed to a position in the unclassified service shall have the rights in the classified service suspended during the period served in the unclassified service. However any such employee who returns to the former position in the classified service would have all the rights restored which he had at the time of the appointment to the unclassified service.
- F. The following shall not be considered as breaks in Service:
  - 1) Military Leave during time of war as defined in the Veterans' Preference Act.
  - 2) Absence from work due to injuries compensated for under the Worker's Compensation Act.
  - 3) All military leaves granted under the provisions of Civil Service Rule XVI, Section 6 (e). (Military Reserve Training Program)
- G. Whenever a former employee returns to the service within five (5) years from his last employment, then he shall be given seniority for the last employment in accordance with the following conditions:
  - 1) The previous seniority will not accrue until he has worked a minimum period of two (2) years, or the length of time between the separation and rehire, if this was a greater period than two years.
  - 2) An employee shall be given seniority credit for only the last period of continuous employment providing he has completed his probationary period.
  - 3) If the employee qualified for longevity pay on December 1, 1964, under the terms of the seniority rule in effect immediately prior to this rule, then he shall continue to qualify for subsequent longevity pay.
- H. For the purpose of determining the length of service required for longevity pay Fire Department employees, except civilians employed on or after July 1, 1971, shall have as their seniority date the date of their beginning employment in the Fire Department.

DEARBORN FIREFIGHTERS UNION

ARTICLE XXXV

LAY OFF

35.1: Lay Off Defined.

A "lay off" is defined to be the separation of an employee from the service of the City for lack of work or lack of funds, or reasons other than the acts or delinquencies of the employee.

35.2: Notice of Lay Off.

In every case of lay off the appointing authority shall before the effective date thereof give the employee a written statement of the reasons for such action, and shall on the same date file a copy thereof with the Civil Service Commission.

35.3: Order of Lay Off.

Except as otherwise provided, all lay offs shall be made in inverse order of the length of continuous service in a class or series of classes of positions in the classified Civil Service regardless whether the appointment was made through transfer, promotion, or from an original entrance employment list. It is understood, however, that any employee who is subject to lay off, who has longer seniority than another employee in a lesser classification having similar duties or qualifications, and coming within the same occupational group, shall be entitled to the position in the lesser classification over one with the lesser seniority.

35.4: Establishment of Lay Off Reemployment Lists.

The names of persons holding permanent positions in the classified service which have been abolished or made unnecessary, shall be placed on an appropriate lay off reemployment list in the order of their seniority, the longest seniority being first, and for a period not to exceed three (3) years unless an extension is otherwise provided by the Commission.

Reemployment in the same department or in another department shall be made according to the laid off employee's standing on the list. Provided further, that age limits established for original entrance candidates shall not bar an employee's right to reemployment; however, a satisfactory medical examination must be passed before return to work.

Following the names of those employees on a lay off reemployment list shall be the names of those who have resigned in good standing, and with the approval of the appointing authority have withdrawn their resignations within one year after the date of resignation, as outlined in the Civil Service Rules (Establishment of Reemployment Lists).

DEARBORN FIREFIGHTERS UNION

35.5: Notice to Investigate Lay Off.

Within ten (10) days after the effective date of such lay off the employee may make a written request to the Commission to investigate such lay off. The Commission shall then investigate and if it shall find that the lay off was made for political reasons, or for reasons other than because of material change in duties or organization, or shortage or stoppage of work or funds, or was made not in accordance with the method prescribed in this Article, it shall so report to the appointing authority. The person so laid off shall thereupon be entitled to resume his position, and shall be reimbursed for his financial loss which shall not be in excess of the salary or wages which would have been paid had he been retained on the payroll.

The decision of the Commission shall be final and binding as to all questions of fact.

**ARTICLE XXXVI**  
**VACATION**

36.1: Vacation Accumulation

Effective July 1, 1979 regular full-time permanent employees in the fire bargaining unit shall be entitled to vacation with pay in accordance with the following provisions:

- A. Fire bargaining unit employees assigned to the maintenance, training and fire marshal divisions, (40 hours per week) who have completed six (6) months of satisfactory service, shall be entitled to the following vacation accumulation:

<u>Years of Service</u>	<u>Monthly Prorata Allowance that will Total</u>
Up to 12 years of service	20 work days per year (prorated 1 2/3 days per month)
After 12 years of service	Shall accumulate an additional one and one-quarter (1 1/4) work days at the end of each quarterly period subsequent to the anniversary date. Quarterly periods to end in March, June, September and December.

- B. Fire bargaining unit employees working on twenty-four (24) hour shifts who have completed six (6) months of satisfactory service, shall be entitled to the following vacation accumulation:

<u>Years of Service</u>	<u>Monthly Prorata Allowance that will Total</u>
Up to 12 years of service	9 work days per year (prorated 3/4 day per month)
After 12 years of service	Shall accumulate an additional seven-twelfths (7/12) work day each quarterly period subsequent to an anniversary date. Quarterly periods to end in March, June, September and December.

## DEARBORN FIREFIGHTERS UNION

### 36.2: Vacation Regulations.

- A. New employees shall receive the first month's accumulation on the first of the month subsequent to the date of employment, providing such date is prior to the fifteenth of the month. Provided further, the monthly accumulation shall accrue to an employee upon completing a minimum of twelve (12) work days in the month. Fire Department employees working twenty-four (24) hour shifts shall be required to complete a minimum of six (6) work days in the month. Holidays when granted to the employee shall be considered work days.
- B. Vacation shall continue to accrue when the employee is receiving a full salary on a duty disability leave or personal sick leave.
- C.
  - 1) Fire Department personnel, except civilians, who work a forty (40) hour work week, and who have not accumulated thirty (30) work days of vacation on or before June 30, 1968, shall be restricted to a thirty (30) work day accumulation. For employees who have accumulated in excess of thirty (30) work days vacation shall be limited to the amount of accumulation to their credit on July 1, 1968, or the accumulation that would exceed thirty (30) work days on each subsequent July 1, thereafter.
  - 2) Fire Department employees working on twenty-four (24) hour shifts who have not accumulated fifteen (15) work days of vacation on or before June 30, 1968, shall be restricted to a fifteen (15) work day accumulation. Employees who have accumulated in excess of fifteen (15) work days vacation shall be limited to the amount of accumulation to their credit on July 1, 1968, or the accumulation that would exceed fifteen (15) work days on each subsequent July 1st thereafter.
- D. Any employee who has been granted a military leave, and has served in the armed forces for a period of at least ninety (90) days, and returns to the City service after an honorable discharge, shall after working for a period of three (3) months be entitled to Vacation privileges equal to one-half of one year's accumulation.
- E. The appointing authority may request the Civil Service Commission to extend the maximum accumulation of Vacation as set forth, if there are extenuating circumstances that would warrant such extension.

The employee shall not lose his accumulated Vacation if the appointing authority fails to schedule Vacation on a reasonable basis, or denies such Vacation.



## DEARBORN FIREFIGHTERS UNION

### 36.3: Retiree Accumulation.

Retirees may elect one of the following options relating to vacation balances:

- A. To remain on the rolls and run out their accumulated vacation until effective date of retirement, or
- B. Receive cash payment for accumulated vacation at the time of retirement.

## **ARTICLE XXXVII** **SICK LEAVE**

### 37.1: Sick Leave Accumulation.

Every regular, full-time employee shall be granted Sick Leave in accordance with the following provisions:

- A. All employees shall be granted sick leave on the basis of one (1) work day for each completed month of service. The monthly sick leave accumulation shall accrue to an employee upon completing a minimum of twelve (12) work days in the month. Fire Department employees working twenty-four (24) hour shifts shall be required to complete a minimum of six (6) work days in the month. Holidays when granted to the employee shall be considered work days.
- B. Fire Department personnel working on twenty-four hour shifts shall be granted sick leave on the basis of three-fourths of a (24 hour shift) work day for each completed month of service retroactive to July 1, 1974.

### 37.2: Regulations and Uses of Sick Leave.

- A. In addition to absence because of personal illness, Sick Leave may be used where the employee is quarantined because of exposure to contagious diseases that may endanger the health of others.
- B.
  - 1) Effective July 1, 1979 employees in the fire bargaining unit working twenty-four (24) hour shifts may not have more than one hundred thirty-eight (138) work days accumulated sick leave days to their credit at any one time.
  - 2) Effective July 1, 1979 all other employees in the fire bargaining unit who work forty (40) hours per week may not have more than two hundred twenty-four (224) work days to their credit at any one time.

DEARBORN FIREFIGHTERS UNION

37.2: (continued)

- C. An employee on Sick Leave shall notify his immediate superior during the first half of the working day or shift of the first day's absence from duty except as otherwise provided by departmental rules, copies of which must be in the files of the Department of Personnel.

The City Physician shall receive immediate notice of such absences and in his discretion shall make a call at the home of the ill employee, and shall make a written report of his findings. Failure of an employee to be at the address as shown by the records in the Personnel Department, or the employee's department, when a call is made shall constitute grounds for denial of Sick Leave, except where the employee claims to be at the doctor's office or hospital, in such cases he shall submit a doctor's report as proof of illness; further, in all cases where absence on Sick Leave is more than one day, and the report of the City Physician is not on record, then a doctor's report shall be submitted before such sick leave shall be approved. An affidavit for the first day's illness must be filed in the Personnel Department upon return to work.

- D. Whenever the Department of Personnel has reason to believe that sick leave is being abused or misused, it shall investigate and report the results of such investigation to the Civil Service Commission. If the Commission shall find as a result of such investigation, that an employee is abusing the privilege of sick leave such employee shall be subject to the penalty of the Civil Service provisions of the Charter and the Rules of the Civil Service Commission.

- E. Sick Leave accumulation shall not be considered as matter of right, but may be subject to denial by the Civil Service Commission. When it has been determined that an employee has violated the spirit of the Sick Leave rule he shall be subject to the following provisions:

- 1) For an abuse of Sick Leave the Commission may order the accumulation to cease for a period up to twelve (12) months, or
- 2) The Commission may order that the accumulation credited to said employee be reduced by an amount up to a twelve (12) months' accumulation, further provided:
- 3) That any moneys paid for Sick Leave in violation of its uses shall be ordered reimbursed or deducted from future earnings.
- 4) Continued violation of the Sick Leave privileges shall be grounds for dismissal.

DEARBORN FIREFIGHTERS UNION

37.2: (continued)

- F. All accumulated and unused Sick Leave shall be credited to any employee recalled from lay-off, transferred to another department, or returning from a leave of absence.

Whenever an employee has been appointed from a Reemployment List, he shall have his Sick Leave restored to him at the end of a twelve (12) month period on the basis of Fifty Percent (50%) of the unused balance at the time of separation not to exceed a maximum of thirty (30) days.

- G. After all vacation and overtime has been used sick leave without pay shall be granted to employees who claim they are unable to perform their work on account of emotional disturbances, or nervousness, providing no definite organic disease is present. The recommendation for sick leave to be made by the employee's private physician and approved by the City Physician. Accumulated sick leave with pay to be granted to employees who are unable to perform their duties on account of some illness or injury, provided such physical disability is approved by the City Physician.

**ARTICLE XXXVIII**  
**LEAVES WITH PAY**

38.1: Civil Service Examinations.

Every employee shall be granted Leave with Pay to participate in promotional or original entrance examinations held by the Commission if the examination is scheduled during employee's work day.

38.2: Armed Forces Reserves.

With the approval of the appointing authority and the Personnel Director, an employee who is a member of the Michigan National Guard, or any other Federally recognized reserve component of the Armed Forces, may be granted Leave with Pay for a period covered by ten (10) work days subject to the following conditions:

- A. The amount of compensation due the employee from the City shall be the difference between his regular salary for the ten (10) work day period, and the amount paid to him by the Government for a like period provided, however, that any sums representing allowances shall be excluded from the computation.
- B. Such leave may be granted only once in any twelve (12) month period.
- C. This leave will apply only to permanent employees who have served at least ninety (90) days.

38.2: (continued)

Upon the recommendation of the appointing authority and the approval of the Civil Service Commission, an employee who is called to duty as a member of the Michigan National Guard because of an emergency existing in the State, may be considered for remuneration that would be the difference between the normal compensation and the compensation paid to him by the Michigan National Guard while in the activated unit.

38.3: Funeral Leave.

- A. A 24-hour employee shall be allowed funeral leave of three (3) work days; and an 8-hour employee shall be allowed funeral leave of four (4) work days; except in cases where additional time is approved by the Civil Service Commission. It is understood that these days as enumerated shall be utilized at the employee's discretion and not subject to the City's review. Time off shall be restricted to death in the employee's immediate family, which would mean his wife or children, his parents and grandparents, brothers and sisters, his wife's parents and grandparents, and her brothers and sisters, and all other cases where in the discretion of the appointing authority and the Civil Service Commission leave for funeral is justified. Funeral leave will not be charged to any other paid leave.
- B. It is further provided that an employee may also be allowed leave with pay to attend the funeral of a grandchild.

38.4: Jury Duty Pay.

Whenever an employee has been employed in a permanent position for a twelve (12) month period and is called for Jury Duty before any Court entitled to impanel a jury, he may be granted one-half (½) day leave with pay for initial appearance before the Jury Commission, and an additional leave with pay for a period of thirty (30) calendar days subject to the following conditions:

- A. Employee who serves on Jury Duty will be paid the difference between his pay for Jury Duty and his basic daily rate of pay.
- B. The employee must furnish his appointing authority with adequate proof that he has reported for such Jury Duty before a court entitled to impanel a jury.
- C. Jury Duty shall be considered as time worked.

DEARBORN FIREFIGHTERS UNION

**ARTICLE XXXIX**  
**LEAVE WITHOUT PAY**

39.1: Leaves Less than Thirty Days.

Any employee may be granted a Leave of Absence without compensation upon the recommendation of the appointing authority and approval of the Personnel Director, for reasons that would be sufficient to justify granting of such leave including, but not limited to:

- A. Induction or enlistment into the Armed Forces during the time of war for the duration of such service.
- B. Physical or disability.
- C. Appointment to a position in the unclassified service for the full period of such appointment.
- D. For the purpose of continued education in a related field to his employment.
- E. For personal reasons in which the total time involved would be less than thirty (30) days.

39.2: Leaves in Excess of Thirty Days.

Any employee may be granted a Leave of Absence for other reasons or for a greater period of time, upon the approval of the appointing authority and the Civil Service Commission.

39.3: Regulations Regarding Leaves Without Pay.

- A. Any employee returning from a leave granted to enter the Armed Forces shall apply for restoration to his former position within ninety (90) days after his honorable discharge.
- B. Any uncompleted training period shall be completed upon return from a leave as herein granted.
- C. Every employee shall submit to such physical examination as may be necessary to determine fitness to resume his former duties.
- D. An employee granted Leave of Absence hereunder shall be restored to his position on the expiration of the Leave; or if approved by the appointing authority and the Commission, before the expiration thereof.
- E. If the position of an employee granted a leave hereunder has been abolished his right shall be determined in accordance with the provisions of Civil Service Rule XIV, Section 4, relating to seniority and reemployment.

## DEARBORN FIREFIGHTERS UNION

39.3: (continued)

- F. Any employee still serving a probationary period, who has been granted a Leave of Absence, shall have the length of his probationary period extended for the period of the Leave of Absence, but not for a period that would be greater than the length of the probationary period.

39.4: Absence Without Leave.

Any employee who is absent from work for three (3) consecutive work days, other than for Vacation or Sick Leave, without a specific grant of Leave of Absence shall be deemed to have resigned from the City service and to have vacated his position. Any such absence shall be without pay unless otherwise approved by a subsequent Leave of Absence. The failure of an employee to report at the expiration of the Leave of Absence shall be deemed an Absence Without Leave.

39.5: Family Medical Leave Act.

Nothing in the Agreement shall impair or diminish any rights or obligations of employees as contained in the Family and Medical Leave Act, and the City reserves its rights to implement and administer said Act not inconsistent with this Agreement.

### **ARTICLE XL** **LIFE INSURANCE COVERAGE** (formerly POLICY "B")

40.1: Eligibility.

Coverage under this policy formerly identified as Policy "B" includes all Fire personnel serving the City of Dearborn in a full-time capacity other than those commonly referred to as civilian employees, and other than those who are beneficiaries of any of the City's retirement systems.

40.2: Schedule of Benefits.

- A. Effective June 1, 1987 the amount of insurance to be paid herein designated as the principal sum shall be based upon the employee's annual base salary excluding overtime, longevity pay, holiday pay, or any other allowances. The principal amount shall be rounded to the next highest thousand dollars. Coverage under this section shall commence on the date an employee is hired and becomes eligible under Section 40.1 of Policy "B".
- B. The amount indicated above shall be payable in the event of death from any cause, except that if an employee commits suicide, benefits shall not be payable unless the employee had completed two (2) full years of continuous uninterrupted service prior to such suicide.

DEARBORN FIREFIGHTERS UNION

40.3: Accidental Death and Dismemberment.

A. Accidental Death.

- 1) **COVERAGE AND BENEFITS.** In the event of death occurring by accidental means, as herein described and conditioned in Section 40.3 A (2), all persons eligible under Section 40.1 and 40.2 herein shall also be eligible for the additional benefit set forth hereinbelow in the schedule entitled Schedule of Benefits for Accidental Death.

**SCHEDULE OF BENEFITS FOR ACCIDENTAL DEATH**

In event of death occurring by accidental means, as herein described and conditioned, the full principal amount shall be paid.

- 2) **CONDITIONS AND EXCLUSIONS.** The above sums payable under the SCHEDULE OF BENEFITS FOR ACCIDENTAL DEATH shall be applicable only in cases where the death results directly and independently of all other causes from bodily injuries sustained solely through accidental means, and where the death occurred within ninety (90) days of the date of the accident causing such loss.

B. Accidental Dismemberment.

- 1) **COVERAGE AND BENEFITS.** All persons eligible under Section 40.1 and Section 40.2 herein shall be eligible for the benefits set forth hereinbelow in the schedule entitled Schedule of Benefits for Accidental Dismemberment, subject to the conditions and exclusions hereinafter stated in Section 40.3, B (2).

**SCHEDULE OF BENEFITS FOR ACCIDENTAL DISMEMBERMENT**

The full principal sum shall be paid for the loss of:

- The sight of both eyes;
- Both hands;
- One hand and one foot;
- One hand or one foot, together with the sight one eye.

One-half the principal sum is to be paid for the loss of:

- One hand;
- One foot;
- The sight of one eye.

DEARBORN FIREFIGHTERS UNION

40.3: B (continued)

- 2) CONDITIONS AND EXCLUSIONS The above sums payable under the Schedule of Benefits for Accidental Dismemberment, shall be applicable only in cases where the loss results directly and independently of all other causes from bodily injuries, excluding bodily injuries arising out of or in the course of employment sustained solely through accidental means, and where such loss occurred within ninety (90) days of the date of the accident causing such loss and where the accident causing such loss does not also result in the employee's death.

With respect to the loss of a hand or a foot, "loss" means dismemberment by severance through or above the wrist or ankle joint. With respect to an eye, "loss" means the entire and irrecoverable loss of sight of such eye. In no case will more than the full principal sum be paid for all losses sustained by the employee through one accident. A person eligible for accidental death benefits shall not be eligible for any accidental dismemberment benefits for losses arising out of the same accident.

C. Payment of Benefits.

All benefits payable under Section 40.3 will be paid by the City Finance Director upon receipt of written proof covering the occurrence, character and extent of the event for which claim is made. The City Finance Director may, at his discretion, withhold payment for a reasonable time pending a full investigation of the claim.

Subject to due proof of claim, benefits will be paid to the employee, if living at the time of payment, otherwise, to the beneficiary.

40.4: Termination of Benefits.

All benefits hereunder terminate automatically upon termination of employment. Leaves of absence for medical reasons shall not terminate coverage under this Policy. Military leaves for an indefinite period, military leaves exceeding ninety (90) calendar days, all other leaves exceeding ninety (90) calendar days and suspensions exceeding ninety (90) calendar days, will result in suspension of coverage during the period of such leave or suspension and until active duty is resumed.

40.5: Assignment.

The insurance benefits provided under this policy shall not be assignable.

40.6: Service Connected Accidents.

The accidental dismemberment benefits provided by Section 40.3 B, of this Policy shall not cover service connected accidents, it being understood that all such accidents are covered under the provisions of the Pay Plan, the Retirement Systems of the City of Dearborn or the Workers' Compensation Law of the State of Michigan.

The accidental death benefit provided by Section 40.3, A, of this Policy shall be payable for both service connected and non service connected accidents, as awarded by an arbitration panel and enforced by the courts of the State of Michigan.



## DEARBORN FIREFIGHTERS UNION

### 40.7: Beneficiary.

Any sum becoming due on account of the death of an employee shall be payable by the City Finance Director to the beneficiary or beneficiaries designated and filed in the Office of the City Finance Department. In the event that a designated beneficiary predeceases the employee, the share which such beneficiary would have received, if living, will unless otherwise specifically provided by the employee, be payable equally to the remaining designated beneficiary or beneficiaries, if any, who survive the employee. If no designated beneficiary survives the employee, or if no beneficiary has been designated, such sum shall be payable to the employee's surviving spouse. If there is no surviving spouse, then in equal shares to employee's children who survive the employee; if none survive the employee, to the employee's parents, or to the survivor; if neither survive the employee, in equal shares to the employee's brothers and sisters who survive the employee; or if none survive the employee, the employee's executor or administrator as part of the employee's estate.

In the event that any beneficiary eligible for benefits under this policy is a minor, the City Finance Director may require that there be a guardian appointed before making payment.

Employees may change their designation of beneficiary as often as desired upon written request filed with the City Finance Director. Such change will be effective as of the date of receipt by the City Finance Director of such request, but without prejudice to the City on account of any payments made by it before receiving such request by the City Finance Director.

### 40.8: Payment to Beneficiary.

The amount of insurance in force upon the life of the employee shall be payable in one lump sum to the beneficiary or beneficiaries upon application in writing on forms provided by the City and submitted to the City Finance Director, together with two copies of the employee's death certificate. The City Finance Director may, at his discretion, withhold payment for a reasonable time pending a full investigation of the claim.

### 40.9: Extended Insurance.

- A. Any employee granted a duty disability retirement shall be eligible for service insurance coverage according to the schedule without premium payment for the duration of such duty disability subject to the provisions of Section 40.9, B and C.
- B. Upon application for coverage and payment to the City of an appropriate premium charge, such charge to be recommended by the Finance Director and confirmed by the City Council.
  - 1) Employees who are members of the Fire bargaining unit who retired prior to January 13, 1982
    - a) who are not employed on a full-time basis by the City shall be eligible for insurance coverage under Section 40.2 only in a principal amount of One Thousand Dollars (\$1,000).

DEARBORN FIREFIGHTERS UNION

40.9: B (1) (continued)

- b) who have been granted a duty or non-duty disability retirement whose status has been converted to that of a regular retired employee shall be eligible for insurance coverage under Section 40.2 only in a principal amount of One Thousand Dollars (\$1,000).
- 2) Employees who are members of the Fire bargaining unit who have retired on or after January 13, 1982
- a) who are not employed on a full-time basis by the City, shall be eligible for insurance coverage under Section 40.2 only in a principal amount of One Thousand Five Hundred Dollars (\$1,500).
  - b) who have been granted a duty or non-duty disability retirement whose status has been converted to that of a regular retired employee shall be eligible for insurance coverage under Section 40.2 only in a principal amount of One Thousand Five Hundred Dollars (\$1,500).
  - c) Upon application for coverage and payment to the City of a premium charge in the amount of Twenty Dollars (\$20) annually.
- 3) Employees who are members of the Fire bargaining unit who have retired on or after July 1, 1986, and who are not employed on a full-time basis by the City, shall be eligible for insurance coverage as follows:
- a) Regular (service), duty disability and non-duty disability retirees under Chapter 21 (Police and Fire Retirement System) and Chapter 23 (Police and Fire Revised Retirement Plan) with the exception of Chapter 23 duty disability retirees retiring on or after July 1, 1986 with less than 25 years of creditable service shall, upon retirement, be eligible for insurance coverage, in a principal amount of \$2,000 only.

DEARBORN FIREFIGHTERS UNION

40.9: B (3) (continued)

- b) Chapter 23 (Police and Fire Revised Retirement Plan) duty disability retirees retiring on or after July 1, 1986 with less than twenty-five (25) years of creditable service shall have insurance coverage, without premium payment, in the same principal amount and subject to the same terms and conditions as coverage for active employees until such time as said retirees would have had twenty-five (25) years of service to their credit had they remained in active employment with the City.

On the date that said retirees coverage would have 25 years of creditable service, their coverage as described above, shall cease and they shall, upon application and payment of the Twenty Dollar (\$20) annual premium charge be eligible for insurance coverage in a principal amount of Two Thousand Dollars (\$2,000) only. Premium payments must be continuous and uninterrupted from the date such retirees would have had 25 years of creditable service.

- 4) Employees who have retired on or after July 1, 1990, and who are not employed on a full-time basis by the City shall be eligible for insurance coverage as follows:

- a) Regular (service) duty disability and non-duty disability retirees under Chapter 21 (Police and Fire Retirement System) and Chapter 23 (Police and Fire Revised Retirement Plan) with the exception of Chapter 23 duty disability retirees retiring with less than twenty-five (25) years of creditable service shall, upon retirement, be eligible for insurance coverage, in a principal amount of \$2,500 only.

- b) Chapter 23 (Police and Fire Revised Retirement Plan) duty disability retirees retiring with less than twenty-five (25) years of creditable service shall have insurance coverage, without premium payment, in the same principal amount and subject to the same terms and conditions as coverage for active employees until such time as said retirees would have had twenty-five (25) years of service to their credit had they remained in active employment with the City. On the date that said retirees would have had twenty-five (25) years of creditable service, their coverage, as described above, shall cease, and they shall, upon application and payment of the Twenty Dollar (\$20) annual premium charge be eligible for insurance coverage in a principal amount of \$2,500 only. Premium payments must be continuous and uninterrupted from the date such retirees would have had twenty-five (25) years of creditable service.

- C. Premium payments must be continuous and uninterrupted from date of retirement, or date of leaving full-time City employment, whichever is later, and such premiums may be deducted from the regular retirement payment.

## DEARBORN FIREFIGHTERS UNION

### 40.10: Effective Date.

The provisions of this Policy shall be effective as of March 27, 1972; provided, however, that any employees covered under this Policy shall not be eligible for any benefits under Policy "A" or Policy "C".

## ARTICLE XLI PENSION/RETIREMENT

41.1: Retirement benefits shall be in accordance with the terms outlined under Chapter 21 and Chapter 23 of the former City Charter. For firefighter members of Chapter 23 only the following shall be in effect:

- A. Effective June 30, 1986 Firemen, as defined in Section 232.01, shall be eligible for retirement benefits after completing twenty-five (25) years of credited service, including military service time, regardless of age.
- B. Effective June 30, 1986 earnings restrictions eliminated in Section 235.04. Post retirement income shall not be deducted from pension payments.
- C. Effective July 1, 1987 Chapter 23, Section 235.03, shall be amended to reflect that upon a firefighter member's retirement he shall receive a life allowance based upon his average salary multiplied by his number of years, to the 1/12th year, of credited service, as follows:
  - 1) 2.5% per year for his first twenty-five (25) years.
  - 2) 1.5% per year for his next five (5) years.
  - 3) 1.0% per year thereafter.
- D.
  - 1) Effective July 1, 1987 Chapter 23, Section 235.12(1) shall be amended to reflect that a firefighter member who retires on and after July 1, 1987 shall not receive any redetermination of his amount of benefit for the period of the first ten (10) years following his date of retirement. Thereafter, said firefighter member shall be eligible for the provided-for two percent (2.0%) adjustment (subject to the cost of living cap) conditioned as set forth in said Section, beginning with the July first which is at least six (6) full months after the effective date of a monthly benefit. Such two percent (2.0%) adjustment shall not be retroactive. For example, a firefighter, after fifteen (15) years of retirement, may receive a maximum of ten percent (10%) in any redetermination (15 years minus 10 years = 5 years multiplied by a maximum of 2.0% per year equals 10%).

DEARBORN FIREFIGHTERS UNION

41.1: D (continued)

- 2) Effective July 1, 1997 Chapter 23, Section 235.12 and Section 235.09 (4), shall be amended to reflect that a firefighter member who retires on and after July 1, 1995 shall not receive any redetermination of his amount of benefit for the period of the first three (3) years following his/her date of retirement. Thereafter, said firefighter member shall be eligible for the provided-for two percent (2%) adjustment (subject to the cost of living cap) conditioned as set forth in said Section beginning with the July 1st which is at least thirty-six (36) full months after the effective date of retirement. Such two percent (2%) adjustment shall not be retroactive. For example, a firefighter after eight (8) years of retirement, may receive a maximum of ten percent (10%) in any redetermination (8 years minus 3 years = 5 years multiplied by a maximum of 2.0% per year equals 10%). (See attached Memorandum of Understanding dated February 28, 1996.)
- E. Effective July 1, 1987 Chapter 23, Section 236.02(2), shall be amended to reflect that a firefighter member shall contribute, effective July 1, 1987, seven percent (7.0%) of his compensations through the calendar month in which he shall attain age 60 years, but not thereafter, subject to the provisions of Section 237.02.
- F. Effective July 1, 1987 Chapter 23 shall be amended to reflect that a firefighter member shall have the right to elect to receive after having accumulated twenty-five (25) years of service or at any date thereafter a partial or total refund of his accumulated contributions (without interest) to the Members Deposit Fund. A member shall have the right to elect to withdraw his contributions a maximum of two occasions including at any time after he has acquired twenty-five (25) years of service and at the date of separation. If a member makes such an election, an annuity payable under any retirement allowance, or a reduced retirement allowance, shall be reduced proportionately. If the total accumulated contributions are withdrawn, no annuity shall be payable. If a member makes such an election, the retirement allowance shall be reduced to reflect the value of the annuity withdrawn. The amount of the annuity at the time of such election shall be the amount used at the time of retirement for purposes of computing the retirement allowance.
- G. All other provisions in the above amended sections, and in all other sections, shall remain in full force and effect.

41.2: The City and the Union, and the Union on behalf of those firefighters it now or in the future represents, expressly agree that each party, in consideration for the wages, hours, terms and conditions of this collective bargaining contract, hereby unqualifiedly waives its right to submit for negotiation, and to submit to Act 312 arbitration, any issue constituting a change or modification in the Chapter 23 Retirement System escalator clause (Section 235.12) for a consecutive period of six (6) years from July 1, 1995 through June 30, 2001. It is specifically understood and agreed that neither party, for said six (6) year period, shall have any obligation to bargain over said escalator clause.

DEARBORN FIREFIGHTERS UNION

41.2: (continued)

Further, it is specifically understood and agreed that the Michigan Employment Relations Commission, pursuant to the Public Employment Relations Act or otherwise, nor any court of competent jurisdiction, shall have any authority to require either party to bargain nor arbitrate (pursuant to Act 312) concerning any proposal to amend, change, or modify said escalator clause.

The City and Union hereby agree that this Section 41.2 remains in full force and effect until June 30, 2001, regardless of any earlier expiration date of any collective bargaining contract in which it is incorporated; and further agree that this Section 41.2 shall be automatically incorporated in all collective bargaining contracts executed prior to July 1, 2001.

41.3: The City and the Union agree to the following amendments to the Police and Fire Revised Retirement Plan, (Chapter 23) (Official language in Ordinances adopted by Council):

- A. Effective July 1, 1990 the contribution rate shall be reduced from seven percent (7.0%) to five percent (5.0%)
- B. For employees retiring on or after July 1, 1990, definition of "compensation" for purposes of computing final average compensation shall include
  - 1) any overtime taken in cash;
  - 2) accumulated overtime limited to one hundred sixty (160) hours;
  - 3) up to one hundred sixty (160) hours of vacation pay.
- C. Effective July 1, 1990 a fire member retiring under duty disability shall receive 70% of final average salary.
- D. Effective July 1, 1994, for (closed) Police and Fire Retirement System (Chapter 21) and Police and Fire Revised Retirement System (chapter 23), the life allowance otherwise payable would not be reduced to reflect the withdrawal of contributions.
- E. Pension COLA Compounding: Effective July 1, 1995, and for those employees who retire on or after July 1, 1995, the annual redetermination pursuant to Chapter 23, Section 235.12 shall be calculated based on the redetermined pension amount paid to the retiree the preceding year.
- F. Effective July 1, 1995, Chapter 23, Section 235.05 (4) of the pension plan shall be applicable to employees represented by IAFF Local 412 who retire on or after July 1, 1995.

DEARBORN FIREFIGHTERS UNION

41.3: (continued)

- G. Effective July 1, 1995, for employees retiring on or after July 1, 1995, the life allowance under Chapter 23, Section 235.03 shall be based upon the following multiplier formula:

2.75% for the first 25 years of service; 1.25% for years of service thereafter, up to a maximum of 75% of final average salary.

Provided, however, that any employee who, as of June 30, 1995, has accrued an aggregate pension multiplier exceeding 75% of his final average salary shall not suffer any reduction hereunder, but he shall not accrue any greater aggregate pension multiplier after July 1, 1995, notwithstanding his continued employee contributions to the pension plan.

Provided further that any employee who continues working beyond the point at which he has accrued an aggregate pension multiplier of 75% of his final average salary shall not accrue any greater aggregate pension multiplier, notwithstanding his continued employee contributions to the pension plan.

The City and the Union, and the Union on behalf of those members it now or in the future represents, expressly agree that each party, in consideration for the wages, hours, terms and conditions of this collective bargaining contract, hereby unqualifiedly waives its right to submit for negotiation, and to submit to Act 312 arbitration, any issue constituting a change or modification in the Chapter 23 Retirement System regarding the 75% cap for a consecutive period of ten (10) years from July 1, 1995 through June 30, 2005. It is specifically understood and agreed that neither party, for said ten (10) year period, shall have any obligation to bargain over said 75% cap.

Further, it is specifically understood and agreed that the Michigan Employment Relations Commission, pursuant to the Public Employment Relations Act or otherwise, nor any court of competent jurisdiction, shall have any authority to require either party to bargain nor arbitrate (pursuant to Act 312) concerning any proposal to amend, change, or modify said 75% cap.

The City and Union hereby agree that this Subsection G remains in full force and effect until June 30, 2005, regardless of any earlier expiration date of any collective bargaining contract in which it is incorporated; and further agree that this Subsection G shall be automatically incorporated in all collective bargaining contracts executed prior to July 1, 2005.

**ARTICLE XLII**  
**CONTINUATION CLAUSE**

- 42.1: In the event negotiations extend past the contract expiration date, all terms and provisions of this Agreement shall remain in full force and effect until the parties agree upon a successor contract or until an Act 312 arbitration award is issued.

DEARBORN FIREFIGHTERS UNION

**ARTICLE XLIII**  
**EFFECTIVE DATE**

43.1: Unless otherwise indicated, all articles set forth in this Agreement shall be effective July 1, 1995.

**ARTICLE XLIV**  
**DURATION OF AGREEMENT**

44.1: This Agreement shall continue in full force and effect up to and including June 30, 1998.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 25<sup>th</sup> day of ~~March~~ <sup>April</sup>, 1996.

DEARBORN FIREFIGHTERS UNION

James R. Ford  
Louis J. Terich  
Michael P. Divil  
James A. Caputo  
DCL

CITY OF DEARBORN, A MICHIGAN  
MUNICIPAL CORPORATION

Robert Keith Archer  
Robert Keith Archer, Finance Director

THIS AGREEMENT CONCURRED IN BY CIVIL SERVICE RESOLUTION NO.

ADOPTED MARCH 14, 1996 AND COUNCIL RESOLUTION NO.

ADOPTED MARCH 19, 1996.



MEMORANDUM OF UNDERSTANDING

41.1 D 2

With respect to subsection 4(a) of Article XLI, the following illustrates the parties' intent regarding effective dates for redetermined amounts depending on the time of retirement pursuant to the Police and Fire Revised Retirement System:

YEARS	MONTHS		
1995	8	--	Retires
<u>      </u>	<u>Min 36</u>	--	Waiting Period
		--	Redetermined amount effective 07/01/99
1996	01	--	Retires
<u>      </u>	<u>Min 36</u>	--	Waiting Period
		--	Redetermined amount effective 07/01/99

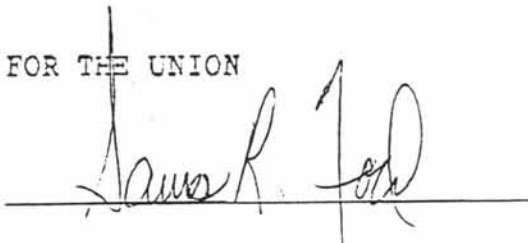
No benefit shall be redetermined or payable until the July 1st which is at least thirty-six (36) full months after the effective date of the retirement. No increases could occur before 7/1/99.

FOR THE CITY



Dr. Robert Keith Archer  
Chief Labor Negotiator

FOR THE UNION



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated: February 28, 1996

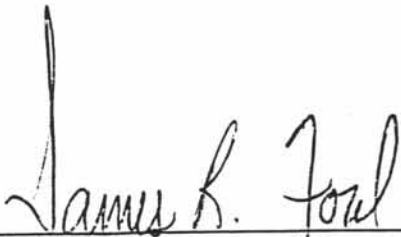
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF DEARBORN AND  
THE DEARBORN FIREFIGHTERS UNION, LOCAL 412, IAFF

The parties have reached agreement and understanding regarding Article XXII, Holiday Provisions as follows:

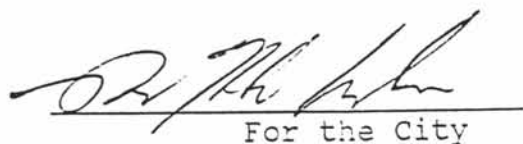
"If an employee in a 40 hours position is called in on a legal holiday as defined in the Collective Bargaining Agreement, the employee shall receive no additional compensation if called back during what would be his normal duty hours. If said employee is called back after what would be his normal duty hours, he shall be compensated for overtime on the following bases: Compensatory time off or cash payment at the rate of one-hundred and fifty percent (150%) of the hours worked beyond the normal work schedule. The employee shall have an option to elect compensatory time or cash payment."

Under a circumstance that would require an employee to report at a time preceding the normal duty hours or remain after his normal duty hours, the one-hundred and fifty percent (150%) compensation shall impact only the hours outside the normal duty hours.

Example: Employee is called in at 6:00 a.m. on designated holiday that falls on a Monday and remains on duty until 1:00 p.m. The employee shall receive two hours compensation at time and one-half.



For the Union



For the City

Date: JUNE 21, , 1994

