AGREEMENT

BETWEEN

THE CITY OF ANN ARBOR

AND

LOCAL 1733 OF THE

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

AFL-CIO

COMMENCING JULY 1, 1972

CONCLUDING JUNE 30, 1974

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Local 1733
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AGREEMENT

This agreement entered into on this ______ day of _____, 1972, between the City of Ann Arbor (hereinafter referred to as the "Employer") and Local 1733 of the International Association of Firefighters, AFL-CIO (hereinafter referred to as the "Union").

PURPOSE AND INTENT

The general purpose of this agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

1. RECOGNITION - EMPLOYEES COVERED. SCOPE OF CONTRACT

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947 as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment in accordance with Section 11 of said Act for the term of this agreement of all employees of the Employer included in the bargaining units described below:

All Fire Department personnel less the Chief.

The provisions of this agreement shall apply to the relationship between the Employer, the employees of said bargaining unit, and said Union.

2. DISCRIMINATION

No persons employed by the City nor applicants for City employment shall be discriminated against because of race, creed, color, or national origin. Active efforts shall be made to encourage applicants for City employment in all departments from all racial, religious, and nationality groups. The City shall take steps to assure that employment assignments and promotions are given on an equal, nondiscriminatory basis. Membership in the Union shall be open to every employee in the bargaining units covered by this contract on a nondiscriminatory basis.

3. AID TO OTHER UNIONS

The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

4. UNION SECURITY. Requirements of Union Membership.

(a) Maintenance of Membership

Employees covered by this agreement at the time it becomes effective and who are members of the Union at the time shall be required to continue membership in the Union for the duration of this agreement. Employees covered by this agreement who become members of the Union during the life of this agreement shall be required to continue membership in the Union for the duration of this agreement. Employees who shall continue to tender, or for whom there is tendered until the expiration of this agreement, the dues uniformly required as a condition of retaining membership, shall be deemed to meet the conditions of this subsection.

If a member of the Union desires to withdraw from Union membership, he may do so by giving notice to the Union and to the City Controller's office during the ten (10) days immediately prior to the expiration of this agreement. Such notice must be in writing and must be signed by the member.

(b) Agency Shop

Employees covered by this agreement who are not members of the Union at the time it becomes effective shall be required, as a condition of continued employment, to pay an amount equal to the monthly union dues to the local union for the service and administration of this contract for the duration of this agreement.

Employees covered by this agreement who are not members of the Union at the time they are hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this agreement, shall be required as a condition of continued employment to pay an amount equal to the monthly union dues to the local union for the service and administration of this contract for the duration of this agreement.

An employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be a member of the Union and shall be deemed to meet the conditions of this action.

(c) Termination Penalty for Delinquency in Paying Dues.

Employees shall be deemed to be members of the Union or Agency within the meaning of this section if they are not more than sixty (60) days in arrears in payment of membership dues or service charge.

No employee shall be terminated under Section (a) or (b) of this article unless:

- (1) The Union first has notified the employee by registered letter, explaining that he is delinquent in not tendering either periodic and uniformly required union dues, and specifying the sixty (60) day delinquency, and warning him that unless such dues or service charge is tendered within thirty (30) calendar days, he will be reported to the City for termination as provided in this article; and
- (2) The Union has furnished the City with written proof that the procedure of Section (c)(1) of this article has been followed or has supplied the City with a copy of the letter sent to the employee and notice that he has not complied with the request. The Union must specify further, when requesting the City to terminate the employee, the following by written notice: "The Union certifies that (Name) has failed to tender either the periodic and uniformly required union dues or service charge required as a condition of employment under the collective bargaining agreement and that under the terms of the agreement, the City shall terminate the employee."
- (d) The Union shall indemnify and save the City harmless against any and all claims, demands, suits, or other forms of liability arising out of this section, or Section 5.
- 5. UNION DUES, INITIATION FEES OR SERVICE CHARGE
 - (a) Payment by Check-off

During the life of this agreement and in accordance with the terms of the form of Authorization of Payroll Deduction of dues or service charge, hereinafter set forth, the Employer agrees to deduct a uniform amount as union membership dues or service charge levied in accordance with the Constitution and By-laws of the Union from the pay of each employee who executes or has executed the following Authorization for Payroll Deduction form:

AUTHORIZATION FOR PAYROLL DEDUCTION

I hereby request and authorize the City of Ann Arbor to: (1) deduct from my wages earned each month the uniform amount duly established from time to time by Local 1733 of the International Association of Firefighters, AFL-CIO, as its regular monthly dues or service charge; and

(2) remit said amount to the Treasurer of the said local. This authorization shall remain in effect and may not be revoked until ten (10) days before the expiration of the current agreement between the City and the said Union, or at the end of one (1) year, whichever is shorter.

I further agree and direct that the above authorization be automatically renewed for one (1) year or for the period of each succeeding agreement between the City and the said Union which provides for the deduction of uniform dues or service charges, whichever is shorter, unless I give written notice of cancellation during the last ten (10) days in which the above authorization, or any renewal thereof, is in effect (Check one box below) Deduct:

/ Union Dues	/ Service Charge				
Ву					
Print Last Name	First	Middle			
То					
Employer	Departmer	nt			
Date to Start Deduction	SignedAddress				
	City	State	Zip		

(b) When Deductions Begin

Check-off deductions under a properly executed authorization for check-off of dues or service charge forms shall become effective at the time the authorization is signed by the employee and shall be deducted from the last pay of the month and each month thereafter. The pay periods shall be bi-weekly.

(c) Remittance of Dues to Financial Officer

Deductions for any calendar month shall be remitted to the designated financial officer of the local union with: (1) a list for whom membership dues have been deducted; and (2) a list for whom service charges have been deducted, by the tenth (10th) day of the month following the pay day that the dues and charges were deducted.

(d) Disputes Concerning Membership

Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Union, and if not resolved, may be decided through the grievance procedure.

6. UNION REPRESENTATION

It is mutually recognized that the principle of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for determining proper representation.

7. STEWARDS AND ALTERNATE STEWARDS

The steward structure shall be as follows: (In the absence of the regular steward on duty, an alternate may be appointed by the Local President or Chief Steward.) There shall be a Chief Steward for the Union and the following stations shall have the following stewards:

Fire Station #1 - One (1) steward from each platoon

Fire Station #2 - One (1) steward from each platoon

Fire Station #3 - One (1) steward

Fire Station #4 - One (1) steward

Fire Station #5 - One (1) steward

8. SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Local President and the Employer, or its designated representative, upon the request of either party. Such meetings shall be between one (1) or more representatives of the Employer and at least two (2), but not more than five (5) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda, unless both parties agree to include other items. The members of the Union attending such a conference shall receive their regular pay if then on duty. Such conferences may be attended by a representative of the International Union.

9. MANAGEMENT RIGHTS

The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the provisions of this agreement, including by way of illustration but not limitation, the determination of policies, operations, assignments, schedules, discipline, layoffs, etc., for the orderly and efficient operation of the City.

10. GRIEVANCE PROCEDURE

The purpose of this grievance procedure is to establish effective machinery for the fair, expeditious, and orderly adjustment of grievances. Grievances within the meaning of this procedure shall consist of all disputes about interpretations and application of particular clauses of this agreement, and about alleged violations of this agreement. Other grievances not relating to this contract may be submitted and can be processed through Step 3 of this grievance procedure. Grievances must be made within twenty-one (21) calendar days after the last event giving rise to the grievance. An employee may present a grievance as follows:

(a) Step 1

An employee may talk with his steward or directly with his immediate commanding officer during his shift. The steward and/or employee may then discuss the grievance with the lieutenant in charge. The lieutenant and/or commanding officer, upon receiving a grievance, shall have one (1) day in which to submit his answer orally.

(b) Step 2

If the grievance is not satisfactorily disposed of, the aggrieved employee (a steward or union officer may be the aggrieved employee on behalf of the Union) shall submit it in the required written form to the Chief, and inform the Director of Personnel of this submission. A meeting between the Chief and one (1) representative of the Chief and the employee, the steward and/or a union officer shall be arranged within five (5) calendar days of receipt of the grievance by the Chief. The Union representatives may meet for fifteen (15) minutes immediately prior to the joint meeting. The Chief shall review the case and his answer shall be placed on the written form and presented to the employee and union representative within seven (7) calendar days.

(c) Step 3

If the Chief's answer is unsatisfactory to the employee, he shall have the right to appeal to the City Administrator. All appeals shall be presented to the Office of the City Administrator by a representative of the Union. The date and hour of such presentation shall be endorsed upon the grievance form by the City Administrator, or by the person receiving same on his behalf. The City Administrator, or his authorized representative, shall, within five (5) calendar days after the appeal is presented, make arrangements for a meeting to be held within ten (10) calendar days of the presentation of the appeal. Said meeting shall be attended by the City Administrator, or someone acting in his capacity, and by the aggrieved employee's representative(s) of the Union signing the grievance, and may also be attended by

appropriate officials of the City and the Union. The City Administrator, or someone acting in his capacity, shall, within the said five (5) day period, notify the Union representative(s) signing the grievance, and the aggrieved employee, of the day, time, and place of said meeting. The City Administratrator, or someone acting in his capacity, shall, within seven (7) calendar days after such meeting, mail a written answer to the Union representative(s) signing the grievance and to the aggrieved employee. The answer to be sent to the Union representative(s) shall be sent to Ann Arbor Firefighters Association, P.O. Box 2107, Ann Arbor, Michigan 48106; the answer to be sent to the aggrieved employee shall be sent to his home address as shown on the employment records of the City. In lieu of mailing an answer, the City Administrator, in his discretion, may submit the grievance to a member of the American Arbitration Association (who is agreeable to both parties). In such a case, the decision of the arbitrator shall be binding upon both parties.

The Union representative(s) and the employee may meet for thirty (30) minutes prior to the said meeting. The Chief Steward shall be allowed necessary time off with pay to investigate the nature and circumstances surrounding the grievance.

(d) Step 4

If an answer of the City Administrator is unsatisfactory to both the Union and the employee, the grievance may be submitted to a mutually agreeable arbitrator. If the parties are unable to agree as to an arbitrator, the services of the American Arbitration Association shall be used in making a selection. The decision of the arbitrator shall be binding on both parties.

(e) Cost of Arbitration

If a grievance is submitted to an arbitrator by the City Administrator under Step 3, the City shall pay the arbitrator's fee. If a grievance is submitted to an arbitrator by an employee under Step 4, the City and the Union shall each pay one-half of the arbitrator's fee.

(f) Power of Arbitration

An arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this agreement, nor shall he substitute his discretion for that of the Employer or the Union, nor shall he exercise any responsibility or function of the Employer or the Union.

(g) Time Limitation for Grievance Procedure

The aggrieved employee may appeal the decision of the Lieutenant to his Chief. The aggrieved employee may further appeal the

decision of the Chief to the City Administrator. In relation to such procedure, all appeals must be made within seven (7) calendar days after the decision has been given. If no appeal is taken within the time limit, the employee and/or Union shall be deemed to have accepted the decision. Conversely, if the time limitations are not fulfilled by the Chief in Step 2, or by the City Administrator, or authorized representative in his capacity, at Step 3, then the matter shall be deemed to be settled in the Union's favor.

(h) Grievance Form

The City and the Union shall agree on a grievance form. Once such agreement is reached the form shall be prepared by the City and provided to the Union and employees as requested. This form shall be used in filing a grievance. The form shall be the property of the employee filing the grievance.

11. DISCHARGE AND DISCIPLINE INVOLVING TIME OFF

(a) Notice of Discharge or Discipline

The Employer agrees to notify in writing the employee and the steward in the department of the discharge or discipline.

- (b) The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the steward of the department, and the Chief, or his designated representative, will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Chief, or his designated representative, will discuss the discharge or discipline with the employee and the steward.
- (c) Appeal of Discharge or Discipline

Should the discharged or disciplined employee and the steward consider the discharge to be improper, a complaint shall be presented in writing through the steward to the City Administrator within two (2) regularly scheduled working days of the discharge or discipline. The City Administrator will review the discharge or discipline and give his answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the employee and to the Union, the matter shall be referred to the final step of the grievance procedure.

(d) Use of Past Record

In imposing any discipline on a current charge, the Employer will not base his decision upon any prior infractions of City or departmental rules or regulations which occurred more than two (2) years previously, nor impose discipline on an employee for falsification of his Employment Application after a period of two (2) years from his date of hire unless such falsification is related to the current charges.

12. SENIORITY

- (a) New permanent employees hired in the unit shall be probationary employees for the first one (1) year of their employment. The calendar days probationary period shall be accumulated within not more than one and one-half (1 1/2) years. When an employee completes the probationary period, by accumulating one (1) year of employment within not more than one and one-half (1 1/2) years, he shall be entered on the seniority list of the unit and shall rank for seniority from the day one (1) year prior to the day he completed the probationary period. There shall be no seniority among probationary employees. All probationary employees shall be evaluated and counseled every three (3) months. Failure to provide such an evaluation shall be a grievance item.
- (b) The Union shall represent permanent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Section 1 of this agreement, except employees discharged and disciplined for other than Union activity.
- (c) Seniority Temporary Positions

Temporary employees hired in the unit shall accumulate seniority on the basis of the months they serve in the bargaining unit. If temporary employees are hired as full-time employees, the time served as a temporary employee will count as probationary time. If temporary employees are laid off, they shall be hired back on the basis of their total seniority in the bargaining unit. No employee in the bargaining unit shall be employed in a full-time temporary or part-time temporary position for a period greater than ten (10) consecutive months. If at the end of that time the person is still employed, that person shall become permanent or released from City employment and if so released, the temporary position shall be abolished and not be recreated for a period of at least one (1) year.

13. SENIORITY AND SENIORITY LISTS

- (a) Seniority, including seniority for promotion, shall be on a department-wide basis, in accordance with the employee's last date of hire in the Ann Arbor Fire Department or date of last transfer to the Ann Arbor Fire Department
- (b) Seniority shall not be affected by the race, sex, marital status or dependents of the employee.
- (c) The seniority lists on the date of this agreement will show the names, job titles, and date of hire, of all employees of the unit entitled to seniority. One list will show departmental wide seniority by date of hire. One list will show seniority within a position classification.
- (d) The Employer will keep the seniority list up to date at all times and will provide the Association with up-to-date copies of the list in December and June of each year.

(e) Any employee who transfers or is transferred from another City department into the Fire Department shall retain full City seniority with regard to pay, pension, number of vacation days, hospitalization, and any other benefits due such employee. This time shall not impinge upon departmental seniority as established in Article 13(a).

14. LOSS OF SENIORITY

An employee shall lose his seniority for the following reasons only:

- (a) He quits City employment.
- (b) He is discharged and the discharge is not reversed through the procedure set forth in this agreement.
- (c) He is absent for five (5) consecutive working days without notifying the Employer. In proper cases, exceptions may be made with the consent of the Employer. After such absence, the Employer will send written notification to the employee at his last known address that he has lost his seniority, and his employment has been terminated. If the disposition made of any such case is not satisfactory to the employee, the matter may be referred to the grievance procedure.

15. SENIORITY OF STEWARDS

Notwithstanding his position on the seniority list, a steward, in the event of a layoff of any type, shall be continued at work as long as there is a job in his department which he can perform and shall be recalled to work in the event of a layoff on the first open job in their department which they can perform. Stewards shall be permanent employees and shall have completed their probationary period in their current positions.

16. SENIORITY OF OFFICERS

Notwithstanding their position on the seniority list, the President, Vice-President, Financial Secretary, Recording Secretary, and Chief Steward of the Local Union shall, in the event of a layoff only, be continued at all times provided they can perform any of the work available. Officers shall be permanent employees and shall have completed their probationary period.

17. SUPPLEMENTAL AGREEMENTS

All supplemental agreements to this agreement negotiated and approved by the Employer and the Association shall be binding on both parties.

18. LAYOFFS.

- (a) The Employer may lay off a permanent employee when he deems it necessary, by reason of shortage of work or funds, the abolition of the position, material change in the departmental organization, or for other related reasons which are outside the employee's control and which do not reflect discredit upon the services of the employee. The duties performed by any employee laid off may be reassigned within reason to other employees already working who hold positions in appropriate classes.
- (b) Order of Layoff.

Layoff of employees shall be made by inverse order of their seniority within a position classification. No probationary permanent employee shall be laid off from any position while any temporary employee is still employed in the same position classification.

(c) Notice of Layoff.

The Chief shall give written notice to the Director of Personnel and to the employee and Union on any proposed layoff. Such notice shall state the reasons therefor, and shall be submitted at least one (1) week before the effective date thereof.

19. RECALL PROCEDURE

- (a) When the working force is increased after a layoff, employees will be recalled in the inverse order of the layoff. Notice of recall shall be sent to the employee at his last known address by registered mail or certified mail. If an employee fails to report for work within ten (10) days from date of mailing of notice of recall, he shall be considered to have quit. However, if an employee is unable to report back to work within ten (10) days because of sickness or injury and reports such fact to the Chief within ten (10) days of mailing of notice of recall, he shall be given preferential treatment when he has recovered and other jobs are available.
- (b) Restoration of positions within a classification shall be made in the inverse order of the elimination of those positions.

20. TRANSFERS

(a) Transfer of Employees.

If an employee is transferred to a position under the Employer not included in the unit and is thereafter transferred again to a position within the unit, he shall have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this agreement.

(b) In the event of a vacancy or a newly created position, employees in the same classification may transfer on the basis of seniority and qualifications. In such cases, all

vacancies and newly created positions shall be posted in a conspicuous place in each Fire Station for at least fifteen (15) calendar days prior to filling such vacancy or newly created position. In the event that no employee bids to be transferred to the vacant position, it shall be filled by the least senior qualified employee out of probation.

(c) No work will be contracted out by the City when it can be performed by employees of the bargaining unit, if such contract would cause a layoff.

21. PROMOTIONS.

- (a) Promotions within the bargaining unit shall be made on the basis of seniority and qualification as defined in the department rules and regulations. Job vacancies will be posted for a period of fifteen (15) calendar days setting forth the minimum requirement for the position in a conspicuous place in each building. Employees interested shall apply within the fifteen (15) calendar day posting period.
- (b) During the six (6) month trial period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, and is returned to his former position by the Employer, notice and reasons shall be submitted to the Union in writing by the Employer with a copy to the employee. The matter may then become a proper subject to begin at the second step of the grievance procedure.
- (c) During the trial period, employees will receive the rate of the job they are performing.
- (d) A person promoted within the bargaining unit shall retain his same years of service step.
- (e) Evaluations.

The Department shall not release the scores of the various tests until the entire evaluation process is completed. Members shall receive a preliminary departmental evaluation. They will have an opportunity to discuss it with the officer before it becomes final. A member shall be evaluated only by those officers he has recently worked for or is presently working for. The Fire Department and Personnel shall continue to try and improve the entire evaluation process.

22. PAYMENT OF BACK PAY CLAIMS

If the Employer fails to give an employee work to which his seniority and qualifications entitle him and such work does exist and a written notice of his claim is filed within thirty (30) days of the time the Employer first failed to give him such work, the employee may file a grievance under the grievance procedure and if successful in the grievance, the Employer will reimburse him for the earnings he lost through failure to give him such work.

23. COMPUTATION OF BACK WAGES.

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate.

24. VETERANS

(a) Reinstatement of Seniority Employees

Any employee who enters into active service in the Armed Forces of the United States, upon the termination of such service, shall be offered re-employment in his previous position or a position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event he will be offered such employment in line with his seniority as may be available which he is capable of doing at the current rate of pay for such work, provided he reports for work within ninety (90) days of the date of such discharge or ninety (90) days after hospitalization continuing after discharge.

(b) A probationary employee who enters the Armed Forces and meets the foregoing requirements, must complete his probationary period, and upon completing it, will have seniority equal to the time he spent in the Armed Forces, plus six (6) months.

25. LEAVE OF ABSENCE FOR VETERANS

- (a) Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, may be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full time under applicable Federal Laws in effect on the date of this agreement.
- (b) Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the City when they are on full-time active duty in the Reserves or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit, except the Employer will extend this limit to four (4) weeks in case of recall or extension for emergency conditions. Such active duty will not be deducted from sick leave, vacation leave, or from compensatory time.

26. SICK LEAVE

Sick leave for non-fire fighting platoon personnel shall be accrued and granted as follows:

- (a) Each permanent employee of the City shall be entitled to sick leave of one (1) work day with pay for each completed month of service. Permanent employees who render part-time services shall be entitled to sick leave for the time actually worked at the same rate as that granted full-time employees.
- (b) Unused sick leave may be accumulated in an unlimited amount.
- (c) In addition to compensation for absence due to sickness, the following shall apply:
 - 1. An employee who dies before retirement, or retires from the City service and is entered on the retirement or pension role of the City, shall upon such death or retirement be paid for his unused sick leave credit at

the time of death or retirement up to 120 days plus (if at 120 days) all of the unused sick leave days accumulated during the current calendar year.

- At the end of each calendar year, an employee may elect to receive full payment in cash for one-third (1/3) of the unused sick time for that calendar year. Such payment shall not be for less than one (1) day nor for more than four (4) days and if the employee elects to receive a cash payment, he shall carry forward the remaining two-thirds (2/3) of his unused sick days; for example, if an employee has taken no sick days through the year and, therefore, has twelve (12) days accumulated, he may elect to receive four (4) days in cash and thereby carry forward eight (8) sick days. If an employee chooses to elect this payment option, he must so notify the City Controller's Office between December 1 and December 15. If no notification is received, his entire unused sick leave will be carried forward. This payment shall be made in January of each year.
- 3. An employee who has accumulated one hundred and twenty (120) or more work days of sick leave credit shall be paid at the end of each subsequent calendar year of employment with the City one-half (1/2) of the unused sick leave credit earned in such year, and the other one-half (1/2) shall be added to his accumulated sick leave credit.
- (d) Employees absent from work on legal holidays, during sick leave, during vacation, while on Workmen's Compensation or on special leave of absence with pay, shall continue to accumulate sick leave at the regularly prescribed rate during such absences as though they were employed, subject to the maximum limitation herein provided.
- (e) An employee eligible for sick leave with pay may use such sick leave, upon approval of the Chief, for absence due to exposure to contagious diseases which could be communicated to other employees, and due to illness in employee's immediate family which is limited to husbands, wives, children, and parents.
- (f) Sick leave absences for a part of a day shall be charged proportionally in an amount not smaller than one-half (1/2) of their regular working day.
- (g) When an employee finds it necessary to be absent for any reason, he shall cause the facts to be reported to his department thirty (30) minutes before the reporting time of the first working day of absence, and shall regularly report, unless hospitalized, during each duty day thereafter unless a period of known illness is given. Sick leave shall not be granted unless such report has been made.
- (h) Where sick leave exceeds three (3) working days, a physician's statement may be required indicating the nature of the sickness, and attesting to the employee's ability to return to work.

- (i) Employees who have been asked to act as pallbearers may take sick leave to perform this service. Such use of sick leave is not to exceed one-half (1/2) day.
- (j) Accumulated sick leave cannot be transferred from one employee to another employee.

27. SICK LEAVE

Sick leave for firefighting platoon personnel shall be accrued and granted as follows:

- (a) Each permanent firefighting platoon employee of the City shall be entitled to sick leave of one-half (1/2) duty day with pay for each completed month of service.
- (b) Unused sick leave may be accumulated in an unlimited amount.
- (c) In addition to compensation for absence due to sickness, the following shall apply:
 - 1. An employee who dies before retirement, or retires from the City's service and is entered on the retirement or pension role of the City shall, upon such death or retirement, be paid for his unused sick leave credit at the time of death or retirement up to sixty (60) days plus (if at 60 days) all of the unused sick leave days accumulated during the current calendar year.
 - At the end of each calendar year, an employee may elect to receive full payment in cash for one-third (1/3) of the unused sick time for that calendar year. Such payment shall not be less than one-half (1/2) day or more than two (2) days and if the employee elects to receive a cash payment, he shall carry forward the remaining two-thirds (2/3) of his unused sick days; for example, if an employee has taken no sick days through the year and, therefore, has six (6) days accumulated, he may elect to receive two (2) days in cash and thereby carry forward four (4) sick days. If an employee chooses to elect this payment option, he must so notify the City Controller's Office between December 1 and December 15. If no notification is received, his entire unused sick leave will be carried forward. This payment shall be made in January of each year.
 - 3. An employee who has accumulated sixty (60) or more duty days of sick leave credit shall be paid at the end of each subsequent calendar year of employment with the City one-half (1/2) of the unused sick leave credit earned in such year, and the other one-half (1/2) shall be added to his unused sick leave credits.

- .(d) The firefighting platoon employee shall retain the same sick leave benefits as listed in paragraph 26, subparagraphs (d), (e), (f), (g), (h), (i) and (j).
- (e) If a firefighting platoon employee becomes, through promotion or reassignment, a non-platoon employee, his accumulated sick time shall be doubled to be placed in line with other non-firefighting platoon personnel and his benefits shall be those listed in paragraph 26.

28. WORK SCHEDULE AND OVERTIME

- (a) The regular work schedule, except for Fire Department platoon personnel, shall consist of five (5) consecutive eight (8) hour days, Monday through Friday. It is recognized by the Union that scheduling work is a management right. It is recognized by the City that such scheduling must not be arbitrary nor capricious. Firefighting platoon personnel shall have a fifty-six (56) hour duty week consisting of twenty-four (24) hour shifts on a three (3) platoon basis. Effective July 1, 1973, firefighting platoon personnel shall have a fifty and .4 (50.4) hour duty week consisting of twenty-four (24) hour shifts on a three (3) platoon basis.
- (b) Normal hours for employees working a forty (40) hour week shall be from 8:00 a.m. until 5:00 p.m. with one (1) hour for lunch. These schedules are subject to adjustment by the Chief.
- (c) Any time worked in excess of eight (8) hours a day and any time worked in excess of forty (40) hours a week, or in the case of firefighting platoon personnel, any time worked in excess of twenty-four (24) hours in a seventy-two (72) hour period, and after July 1, 1973, any time worked in excess of the regularly scheduled 50.4 hour duty week, shall be considered overtime. All employees, except the Chief of the department, shall be compensated for authorized overtime work at the rate of time and one-half and this may be received as indicated by the employee, in cash or compensatory time off. The Chief will be the determining authority on the necessity for overtime. When compensatory time is desired, the employee will determine, subject to the approval of the Chief, when time will be taken. The minimum time for callback shall be for two (2) hours.
- (d) Overtime worked, either compensatory or paid overtime, shall be entered on the time cards in the column indicated. Paid overtime must be submitted on the time card covering the pay period in which the overtime is earned, or the time card of the following pay period.
- (e) Compensatory time cannot be transferred from one employee to another employee.
- (f) Hold Over

In the event of a shift hold over, the minimum hold over pay shall be for a period of one (1) hour and in quarter hour units.

29. REST PERIODS AND COFFEE BREAKS

All employees working an eight (8) hour duty shift or a twenty-four (24) hour duty shift, shall be entitled to two (2) rest periods per shift, excluding a lunch period. If an employee is working overtime, he shall be allowed a rest period every four (4) hours and such period may be taken within each four (4) hour period. These periods shall be taken one before and one after lunch. Length of rest periods shall be fifteen (15) minutes per period.

30. LEAVE OF ABSENCE

- (a) The Chief may authorize an employee to be absent without pay for personal reasons for a period or periods not to exceed ten (10) working days in any calendar year.
- (b) The Chief, in consultation with the City Administrator, may authorize special leave of absence with or without pay for any period or periods not to exceed three (3) calendar months in any one (1) calendar year for the following purposes: attendance at college, university or business school for the purpose of training in subjects related to work of the employee and which will benefit the employee and the City service; urgent personal business requiring employee's attention for an extended period such as settling estates, liquidating a business; attending court as a witness; running for a public or Union elective position; and for purposes other than the above that are deemed beneficial to the City service.
- (c) Permanent female employees shall be allowed to take a six (6) month leave of absence due to pregnancy. Such leave of absence shall be without pay, but shall not affect continuous service. If at the end of six (6) months, the employee has not requested reinstatement, her employment shall be terminated and her name placed on the eligible list for re-employment. Whenever an employee shall become pregnant, she shall furnish her department and the Department of Personnel, within two (2) months of her pregnancy, a certificate from her physician indicating the approximate date of delivery and stating any restrictions on the nature of work she may be able to do and the length of time she may be able to work. With her physician's approval, she may be allowed to work until two (2) months before the expected date of delivery.
- (d) A permanent employee who has been elected or appointed to a public or Union position will be granted a leave of absence without pay for a period not to exceed two (2) years.
- (e) If a permanent employee is off for an extended period of time due to a physical or mental illness, the employee will be granted, at his request, a leave of absence without pay not to exceed two (2) years.

(f) If a permanent employee has prolonged illness in his immediate family, defined in this case to include only the spouse and children of the employee, said employee will, at the employee's request, be granted a leave of absence without pay not to exceed one (1) year.

31. LEAVE FOR UNION BUSINESS

Four (4) members of the Union elected to attend a function of the International Union, such as conventions or educational conferences, shall be allowed three (3) days off with pay to attend such conferences and/or conventions. Such time may not be accumulated. Request for leave for Union business shall be submitted to the City Personnel Department by the local Union at least thirty (30) days prior to such leave. Such leave will not be deducted from sick leave, vacation leave, or from compensatory time.

32. FUNERAL LEAVE

Non-fire fighting permanent employees shall be allowed five (5) working days and fire fighting platoon personnel shall be allowed two (2) duty days as funeral leave days with pay not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: mother, father, sister, brother, wife or husband, son or daughter, mother-in-law, father-in-law, grandparent of member or spouse, or a member of the employee's household.

33. COMPENSATION FOR ABSENCE ON HOLIDAYS

All permanent covered employees who are on pay status (working or on sick leave or vacation, or if under the first to 365th day special provision of Workmen's Compensation as outlined under Section 35 of this agreement) the working day before and the working day after the holiday shall receive their regular compensation for the following legal holidays or parts thereof, and any other day or part of a day proclaimed in writing as a City Holiday by the Mayor, upon the recommendation of the City Administrator, during which the public offices of the City are closed:

New Year's Day
Lincoln's or Washington's Birthday
Memorial Day
July 4th
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day
Good Friday (one-half day)

Fire Department personnel working a fifty-six (56) hour duty week shall receive six (6) full twenty-four (24) hour day pays, at their hourly rate (if employed for the full year or prorated on months of service) on a fifty-six (56) hour duty week per year. On-duty personnel shall be granted compensatory time for Good Friday. This payment shall be made on the last pay of June.

34. FOOD ALLOWANCE

The Fire Department personnel working a fifty-six (56) hour duty week shall receive a \$250.00 food allowance annually. This payment shall be made on the first pay of December. The food allowance will be prorated on a monthly basis to begin on January 1st. For the purpose of prorating food allowance, any partial month employed shall constitute a full month.

35. WORKMEN'S COMPENSATION - On the Job Injury

Each employee will be covered by the applicable Workmen's Compensation Laws and the Employer further agrees that an employee being eligible for Workmen's Compensation may elect to use his accumulated sick time. If the employee uses his accumulated sick time, he shall receive his full salary and he may return his Workmen's Compensation check to the City. The City, upon receipt of the Workmen's Compensation check shall convert that amount into hours and days and shall deduct those hours and days from the employee's sick leave charge. An employee who elects not to utilize his accumulated sick time or who has no accumulated sick time shall receive the Workmen's Compensation benefits as specified by law. An employee injured on the job and eliqible for Workmen's Compensation shall, in addition to Workmen's Compensation benefits, receive the difference between the Workmen's Compensation benefits and his City salary and all fringe benefits (except prorated food and clothing allowance) as of the date of injury (excluding overtime) commencing the first actual day on which he is unable to work following the day of injury and continuing until the 365th day following such injury. Thereafter, only the Workmen's Compensation benefits shall be paid and the additional benefits shall not be extended beyond the 365th day. During this period of time, the Employer may, with the doctor's permission, require the employee to perform such City work as said employee may be able to do. During this period of time, said employee's salary and all fringe benefits (except prorated food and clothing allowance) shall be in accordance with the pay schedules set forth in existing contract with regard to his seniority and all scheduled pay raises; except that the employee will not receive merit or longevity increases until he returns to work. Following the 365th day, the employee's health and ability to perform work for the City shall be reviewed. If the employee is able to return to his original classification, he shall do so. If the employee is not able to return to his classification, but is able to perform work in another open classification, he shall be offered a position in that classification and his pay shall be commensurate with the salary or wage grade for that position.

36. VACATION LEAVE

- (a) Vacation for permanent uniform non-fire fighting platoon personnel shall be accrued and granted as follows:
 - 1. Personnel with up to, but not including, eight (8) years of service shall be entitled to fourteen (14) full

duty days off per year, provided that such days off may be divided into periods of time upon the approval of the Fire Chief. Vacation may be taken in one sum or in as many whole duty days as desired.

- 2. Employees who have eight (8) and sixteen (16) years of continuous service with the City shall be allowed eighteen (18) and twenty-two (22) working days vacation leave per annum respectively, thereafter.
- (b) Fire Department personnel working on a fifty-six (56) hour week shall be allowed to use their accumulated vacation leave as follows:
 - 1. Personnel with up to, but not including, eight (8) years of service shall be entitled to eight (8) full duty days off per year, provided that such days off may be divided into periods of time upon the approval of the Fire Chief and as indicated in (2) below.
 - 2. Personnel who have eight (8) and sixteen (16) years of continuous service, or more, shall be entitled to ten (10) and twelve (12) full duty days off per year, respectively, provided that such days off may be divided into periods of time upon approval of the Fire Chief. Vacation may be taken in one sum or in as many whole duty days as desired.

3. Earning Vacation Leave

Personnel who have eight(8) and sixteen (16) years of continuous service or more shall be entitled to ten (10) and twelve (12) days per year. Personnel shall receive (not earn) ten (10) days of vacation on their ninth year and twelve (12) days of vacation on their seventeenth year.

(c) General

- 1. Each person requests their first vacation period. The Chief, based upon these requests, schedules vacation leave with particular regard to the seniority of employees and in accord with operating requirements.
- 2. After each person is scheduled for their first vacation period, those who want to have a second vacation period will make their requests and their period will be scheduled as in (1) above.
- 3. After those persons are scheduled for their second vacation period, those who want to request subsequent vacation periods will make their requests and their periods will be scheduled as in (1) above.

- 4. Absence on account of sickness, injury, or disability in excess of that hereinafter authorized for such purposes may, at the request of the employee and within the discretion of the Chief, be charged against the employee's vacation leave allowance.
- 5. The Chief shall keep records of vacation leave allowance and shall schedule vacation leaves with particular regard to the seniority of employees, in accord with operating requirements, and insofar as possible, with the written request of the employees.
- 6. Vacation Anniversary Date New Program

To avoid fractional vacation periods, the anniversary date for vacations shall be the

(January 1 or July 1). An employee who is hired between October 1 and March 31 has a January 1 anniversary date. An employee who is hired between April 1 and September 30 has a July 1 anniversary date. This means that an employee who completes eight (8) years of service by March 31 will receive ten (10) days of vacation leave for that year. If the employee completes eight (8) years of service between April 1 and September 30, he will receive nine (9) days of vacation leave for that year.

- 7. Personnel of the Fire Department shall accrue and be granted vacation leave on a calendar year basis, which shall start on January 1 and end on December 31. These personnel shall take vacation as accrued in the previous year. Vacation may be taken on a twelve (12) month basis.
- 8. No vacation leave will be granted unless formally requested and when working conditions permit.
- 9. Employees shall be encouraged to take yearly vacations and in no case shall an employee be allowed to accrue, at any one time, more than twice the amount of annual vacation to which he is entitled. If the amount of accrued vacation exceeds twice the amount of the annual vacation to which the person is entitled, it shall be permanently lost and the employee shall not be allowed to receive compensation for this loss. An extension of this requirement may be granted, for a period not to exceed one (1) year, by the City Administrator.
- 10. Employees separated from the City service shall be paid at their normal salary rate for their unused vacation.
- 11. Accumulated vacation leave cannot be transferred from one employee to another employee.

37. PERSONAL LEAVE DAY

One (1) personal leave day for all personnel in the unit and such day is not to be deducted from sick leave (one (1) twenty-four (24) hour day for platoon personnel and two (2) eight (8) hour days for forty (40) hour personnel). This time shall be added to the individual's compensatory time as of July 1 of each year.

38. PAY ADVANCE

If a regular pay day falls during an employee's vacation and he is to be on vacation for two (2) weeks or longer, he will be entitled to receive that check in advance before going on vacation. An employee must make a request to the City Controller's Office for his check two (2) weeks before leaving, if he desires to receive it in advance.

39. BULLETIN BOARDS

The Employer will provide bulletin boards in each Fire Station which may be used by the Union for posting notices of the following types:

- 1. Notices of recreational and social events
- 2. Notices of elections
- 3. Notices of results of elections
- 4. Notices of meetings
- 5. Miscellaneous items placed on the board by employees such as "for sale" notices.

40. TEMPORARY ASSIGNMENTS

Temporary assignments for the purpose of filling command vacancies of employees who are absent will be granted to the senior man, on a station basis. Such employees shall receive the rate of pay of the higher classification for all hours worked, in half-day increments, while filling such vacancy. Vacancies occur when anyone in command structure is absent and there is no other command personnel to fill the position.

41. TRAINING ASSIGNMENTS

Both the Employer and the Association recognize the value of on-the-job training. Such training is to be encouraged. Training assignments will be made on the basis of seniority.

42. JURY DUTY AND COURT TIME

An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay. Such leave will not be deducted from sick leave, vacation leave, or compensatory time. Time spent in court under subpoena while off duty, as a result of employment, shall be compensated at the rate of one and one-half (1 1/2) times hourly rate.

43. HEALTH AND SAFETY COMMITTEE

A Health and Safety Committee of employees and employer representatives is hereby established. This committee will include for the employees, one (1) representative from each fire station, and three (3) employer representatives as designated by the City Administrator or the Chief, and shall meet generally once per month on the request of either party during regular working hours, for the purpose of making recommendations to the employer. Fire Department properties will be inspected by a public health sanitarian annually and the sanitarian's report will be immediately forwarded to the City Administrator, the Fire Chief, and the Health and Safety Committee for their use. The recommendation contained in this report shall be implemented within sixty (60) days if at all possible. If recommendations are not implemented at the end of the sixty (60) day period, the Chief shall have a report prepared as to the reason for this lack of implementation and the report shall be forwarded to the City Administrator and the Health and Safety Committee.

44. LIGHTS AND GLOVES

The Employer agrees to provide waterproof flashlights and batteries. Further, the Employer agrees to furnish three (3) pairs of firefighting approved gloves annually for all Fire Department personnel.

45. CLOTHING ALLOWANCE

- (a) Personnel that are required to wear dress blue uniforms at all times (Assistant Chief, Battalion Chiefs, Fire Marshall, Fire Inspector) \$200.00 cash per annum.
- (b) Fifty-six (56) hour and other personnel \$125.00 cash per annum. The Employer shall furnish all required protective clothing (including uniform hat, badge, and helmet) to a new employee.
- (c) Clothing allowance payment for (a) and (b) shall be first pay day in July.
- (d) After any employee has replaced the original protective clothing from the clothing allowance, it shall be considered the employee's personal property. However, should employment be terminated before protective clothing is replaced by employee, the ownership shall revert back to the employer. Any part of protective clothing or dress uniform damaged in the line of duty shall be replaced by employer.

46. PAY DAYS

The pay days are alternating Fridays. When a recognized legal holiday falls on a regular pay day, the pay day will be one (1) day earlier. The pay period covers the two (2) weeks prior to the pay day. All scheduled pay increases are to be made on actual anniversary date of the employee.

47. HOSPITALIZATION

The employer agrees to the following conditions regarding hospitalization insurance:

- (a) The hospitalization plan is the High Benefit MVF Comprehensive, Blue Cross-Blue Shield, M-75 Plan. This plan provides for up to 365 days of hospitalization, and it includes the comprehensive Blue Shield Surgical Plan. It shall further provide a prescription drug deductible provision.
- (b) A permanent employee of the City of Ann Arbor may elect to take this hospitalization insurance at the time he becomes a permanent employee. A permanent City employee may also elect to take this hospitalization plan at the yearly opening period of June 15 to July 1. A newly appointed permanent employee will be required, if he elects to take this insurance upon the commencement of his permanent employment, to pay the insurance premium for the first six (6) months of his employment.

 At the end of this time, the City of Ann Arbor will assume the full cost for his hospitalization premium, including

At the end of this time, the City of Ann Arbor will assume the full cost for his hospitalization premium, including that premium portion that is for his spouse and children under nineteen (19) years of age; but shall exclude special dependent coverage such as, for example: a parent, motherin-law, or child over nineteen (19) years of age.

48. LIFE INSURANCE COVERAGE

- (a) The employer agrees to pay the entire premium cost of \$5,000 of life insurance on all permanent employees who have completed their probationary period. The employer further agrees to pay the entire cost of \$5,000 of life insurance for retiring employees, employees who have completed fifteen (15) or more years with the City and are retiring on a City pension.
- (b) Eligible employees will be permitted to take additional insurance according to the following schedule, with the City paying one-half (1/2) of the true cost of the insurance and the employee paying one-half (1/2) of the true cost. Additional insurance is as indicated in the following schedule.

Additional Insurance

Salary		Insurance
\$ 5,000	to 7,000	\$ 8,000
7,000	to 9,000	10,000
9,000	to 11,000	12,000
11,000	to 13,000	14,000
13,000	to 15,000	16,000
15,000	and over	18,000

(c) Persons who take additional life insurance according to schedule (b) are entitled to subscribe to group life insurance for their family as follows:

Coverage	Amount
Spouse Children	\$1,500
Birth to age 6 months	100
Age 6 months to age 19	1,000

Cost of this coverage shall be \$1.00 per month and the premium shall be paid entirely by the employee.

49. FUTURE NEGOTIATIONS

Negotiations shall be carried on by the parties hereto in accordance with the timetable herewith set forth:

Submission of Union Demands	January 15, 1974
Submission of City's Answer	February 1, 1974
Negotiations to Begin By	February 15, 1974
Desired Conclusion of Negotiations	April 1, 1974

50. UNION NEGOTIATING COMMITTEE

The bargaining committee of the Union will include not more than six (6) union members of the City of Ann Arbor. It may also include non-employee representatives of the International or State Fire Fighters Association, not more than two (2) in number and one (1) legal or negotiating representative. The Union will give to Management, in writing, the names of its representatives on the bargaining committee.

Employee members of the bargaining committee will be paid by the City for time spent, during their normal working day or duty day, in negotiations with the City, but only for the straight time hours they would otherwise have worked on their regular work schedule. For the purpose of computing overtime, time spent in negotiations shall be considered as hours worked to the extent of the regular work schedule hours which otherwise would have been worked by the committeeman.

51. PERSONAL ARTICLES DAMAGE

The City will repair or replace any items broken or damaged in the line of duty, (watches, glasses, etc.) not through the negligence of the employee.

52. MAINTENANCE

Employees may be required to perform daily routine work in connection with maintaining the building in which they are stationed and the grounds on which such building is located. For purposes of this section, such work shall not include carpentry, masonry, electrical work, plumbing, roofing, heating work, glass work or floor covering.

53. EQUIPMENT

During fiscal 1972-73, the City will provide power cleaners, radios and "audio pacs".

54.

Beginning July 1, 1973, the following shall constitute minimum manning for the equipment listed.

Ladder 1	and	2	4	men
Squad			4	men
Engines			2	men
Aerial			2	men

55.

The following appendixes are incorporated and made a part of this agreement:

Appendix A Appendix B	Pensions Classifications and Rates. All salary rates are automatic after required length of
	service and probationary period changed to one (1) year for those employees hired on or after July 1, 1970. During the probationary
	period, the probationary employee shall be counseled by his commanding officer at least every three (3) months.

SALARY SCHEDULE A: Specifying the rates of pay for all Fire Department uniform personnel, except the Chief, effective July 1, 1972.

	Minimum Rate	Intermedi Rates 1 Year 2 Service S		Maximum Rate 3 Years Service	(lL) 7 Years Service	(2L) 12 Years Service	(3L) 18 Years Service
POSITION							
FIRE FIGHTER DISPATCHER	\$10,300	\$10,800 \$	11,300	\$11,800	\$12,300	\$12,800	\$13,300
SERGEANT ASSISTANT MEC	HANIC			12,450	12,950	13,450	13,950
LIEUTENANT				12,950	13,450	13,950	14,450
FIRE INSPECTO	R			13,450	13,950	14,450	14,950
APPARATUS MEC	HANIC			13,950	14,450	14,950	15,450
BATTALION CHI	EF			14,950	15,450	15,950	16,450
FIRE MARSHALL				15,450	15,950	16,450	16,950
ASSISTANT CHI	EF			15,950	16,450	16,950	17,450

SALARY SCHEDULE B: Specifying the rates of pay for all Fire Department uniform personnel, except the Chief, effective July 1, 1973.

	Minimum Rate	Intermed Rates 1 Year Service	2 Years	Maximum Rate 3 Years Service	(1L) 7 Years Service	(2L) 12 Years Service	(3L) 18 Years Service
POSITION							
FIRE FIGHTER DISPATCHER	\$10,900	\$11,400	\$11,900	\$12,400	\$12,900	\$13,400	\$13,900
SERGEANT ASSISTANT ME	CHANIC			13,150	13,650	14,150	14,650
LIEUTENANT				13,650	14,150	14,650	15,150
FIRE INSPECT	OR			14,150	14,650	15,150	15,650
APPARATUS ME CAPTAIN	CHANIC			14,650	15,150	15,650	16,150
BATTALION CH	IEF			15,650	15,150	16,650	17,150
FIRE MARSHAL	L			16,150	16,650	17,150	17,650
ASSISTANT CH	IEF			16,650	17,150	17,650	18,150

Job Description Appendix C

Appendix D Uniform

Appendix E Department Rules and Regulations. The Departmental rules and regulations of the Fire Department shall be part of this agreement. In any conflict between these rules and this contract, this contract shall take precedence.

56. TERMINATION AND MODIFICATION

This agreement shall continue in full force and effect until 11:59 PM, June 30, 1974. If either party desires to modify or change this agreement, it shall follow the procedure for negotiations as set forth in paragraph 17 and 49.

57. EFFECTIVE DATE

This agreement shall become effective as of July 1, 1972.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

LOCAL 1733, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO

James W. Dood

CITY OF ANN ARBOR