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Daniel S. Paletko
Mayor

CITY OF



Mayor's Office

February 4, 2009

Hon. City Council
City of Dearborn Heights

Dear Council Members:

As you were informed at the Study Session on February 3, 2009, there were a few changes to the contract between the International Association of Firefighters Union, Local #1355, AFL-CIO and the City of Dearborn Heights. Attached you will find the complete contract with the changes that were discussed.

Per Jeffrey Clark, labor attorney, please *approve the 2008-2011 contract between the International Association of Firefighters Union, Local #1355, AFL-CIO and the City of Dearborn Heights.*

Please contact me should you have any concerns at kkramarz@ci.dearborn-heights.mi.us or 313-791-3490.

Sincerely,

Krystina Kramarz
Administrative Assistant

CONCUR
Daniel S. Paletko

APPROVED FOR
AGENDA OF
2-10-09

COLLECTIVE BARGAINING AGREEMENT

by and between

CITY OF DEARBORN HEIGHTS



and



**LOCAL #1355 OF THE INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS**

a/k/a

**DEARBORN HEIGHTS PROFESSIONAL
FIREFIGHTERS UNION LOCAL #1355,
AFL-CIO**

2008-2011

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ARTICLE 1
COLLECTIVE BARGAINING AGREEMENT

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

ARTICLE 2
PURPOSE AND DEFINITION

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

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

ARTICLE 3
WAGES

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

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

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

Fire Inspectors: Wherever in this Agreement the rank of Fire Inspector is mentioned including but not limited to Article 3, Section 2 and all salary schedules, said rank of Fire Inspector shall be equivalent of, and paid at, the rank of Lieutenant for any and all future promotions on and after the date of January 8, 1992.

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

| FIREFIGHTER MAX | WAGE INCREASE | FIREFIGHTERS MAX SALARY |
|-----------------|-----------------|-------------------------|
| 7/01/08 | 3.0% of top pay | 2008/2009 |

The City and Union agree that base wage for the fiscal year 2009/2010 shall be negotiated, with negotiations to begin not later than May 1, 2009

The City and Union agree that base wage for the fiscal year 2010/2011 shall be negotiated, with negotiations to begin not later than May 1, 2010

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

| | |
|--|--|
| School Start | Hourly Rate Limit 40 Hrs 60% of full paid Firefighter |
| 6 Months From Date of Hire (DOH) | 65% of full paid Firefighter |
| 1 st Anniversary Date of Hire (DOH) | 70% of full paid Firefighter |
| 2 nd Anniversary Date of Hire (DOH) | 75% of full paid Firefighter |
| 3 rd Anniversary Date of Hire (DOH) | 80% of full paid Firefighter |
| 4 th Anniversary Date of Hire (DOH) | 90% of full paid Firefighter |
| 5 th Anniversary Date of Hire (DOH) | Firefighter Maximum Pay |

Minimums:

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

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

ARTICLE 4 FICA

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

ARTICLE 5
COVERAGE

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

ARTICLE 6
RECOGNITION

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

ARTICLE 7
AGENCY SHOP

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

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

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

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

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

ARTICLE 8
CHECK-OFF

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

Section 2. The City agrees to deduct from the pay of each employee from whom it receives an authorization to do so, the amount specified upon the authorization. Each employee utilizing the City deduction from pay for the remittance of sums to the Union shall provide the City an Authorization in the form attached hereto as Attachment 2. The form shall include an agreement by the employee to hold the City harmless against any and all claims, demands, lawsuits, or other forms of liability that may arise out of, or by reason of action taken or not taken by the City for purposes of providing the deduction service.

Section 3. Such sums deducted from an employee's pay, accompanied by a list of employees from whose pay such sums have been deducted and the amount deducted from such deductions and from whom no deductions were made and the reasons therefore, shall be forwarded to the Union Treasurer of the Local Union at 1999 N. Beech Daly, Dearborn Heights, Michigan 48127, within the month such collections are made.

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

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

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

ARTICLE 9
UNION ACTIVITIES

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

ARTICLE 10
RELEASED TIME

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

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

Section 3.

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

(b) Three (3) elected delegates of the Union per day will be excused from work up to three (3) work days per year for the purpose of attending conferences or seminars relating to the administration of the collective bargaining agreement provided those conferences or seminars are held outside the County limits and that the City is not required by manpower restrictions to call in persons to replace persons attending; provided one (1) Union designated person shall be permitted to attend such conference whether or not call in is necessary. Delegates shall be allowed to attend all IAFF and MPFFU Fourth (4th) District Meetings. Designated delegates will receive their regular pay from the City but shall not be considered on duty. The City will not be responsible for any delegate expenses incurred as a result of attending such conference or seminar.

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

ARTICLE 11
DISTRIBUTION OF AGREEMENT

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

ARTICLE 12
BULLETIN BOARDS

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

ARTICLE 13
MEETINGS

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

ARTICLE 14
SENIORITY

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

ARTICLE 15
CIVIL SERVICE

Section 1.

(a) All members of the firefighters' bargaining unit shall be governed by the provisions of Act 78, Public Acts of 1935, as amended; including the testing and promotional procedure for all ranks in the Fire Department except as provided in this Agreement to the contrary, and except for any other modifications to which the City and the Union may mutually agree in the future. It is the obligation of the Act 78 Civil Service commission to fully implement any and all changes in the testing and promotional procedure as are mutually agreed to by the City and the Union. The Act 78 Commission and a City designee shall have equal input and authority throughout all promotional processes.

(b) All promotional test related documents shall be kept in a safe and secure designated area in the Human Resources Department or another location agreed to by the City and the Union. No documents in any form shall be distributed, kept from the Human Resource Director/Department, or taken off city property except as provided for in this agreement.

The control of all promotional test related documents shall be maintained by not less than two (2) parties agreed upon by the City and the Union, in accordance with Article 15, section 1, sub-section a of this agreement.

Section 2.

(a) Fire Inspectors shall not be permitted to write an Act 78 promotional examination for, or be promoted to, the position of Fire Suppression Division Captain.

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

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

Section 4. Effective for employees hired on or after July 1, 2001, the new hire probationary period shall be twelve (12) months. At any time during said probationary period, the employee may be disciplined and/or discharged within the City's sole discretion, and the employee will have no recourse to the grievance and arbitration provisions of this Agreement.

Section 5.

(a) For any promotional position, applicants will be required to score at least seventy (70%) percent on the written exam, before an oral exam is conducted and before seniority points are taken into consideration, in order to be eligible to further participate in the promotional process; if none of the applicants score at least seventy (70%) on the written exam, the written exam shall be re-administered.

(b) The promotional examination process for eligible members shall consist of a written exam portion and an oral exam portion, which shall be equally weighted. For the rank of Pump Operator, an oral exam shall not be given. The practical skills examination for Pump Operator shall replace the Oral exam. This practical shall include at least one authorized proctor, chosen in accordance with Article 15, Section 1, of this agreement.

(c) The Oral Examination Board shall be department neutral and shall not consist of members of the Dearborn Heights Fire Department or border communities. Each member shall be a chief officer or an officer of higher or equal rank to the position for which is being tested. An Oral exam shall consist only of a verbal question and answer exam.

(d) Each eligible member shall have 1/12 (one-twelfth) point for each month of service as a members of the Dearborn Heights Fire Department added to their overall score. Seniority points shall be calculated from the date of hire until the final date of the oral examination. The cut-off date for seniority points shall be based on the fifteenth day of the month as 1/12th point and fourteen days or less shall be zero. There shall be no maximum cap for these seniority points.

(e) For the position of Fire Chief, the City and Union agree that an Assessment center may be utilized, provided this position is filled by a bargaining unit member. There shall be no maximum cap for seniority points.

Section 6. The City and Union agree that the maximum number of texts to be used for all written promotional exams shall be 4 (Four), and in accordance with the following:

- | | |
|------------------|---|
| Pump Operator - | <ol style="list-style-type: none">1. Current Dearborn Heights Fire Department Policies, Procedures, and General Orders2. IFSTA - Pumping apparatuses3. Two additional texts agreed to by the Fire Chief and the Union from the testing company bibliography |
| Lieutenant - | <ol style="list-style-type: none">1. Current Dearborn Heights Fire Department Policies, Procedures, and General Orders2. IFSTA – Company officer3. Two additional texts agreed to by the Fire Chief and the Union from the testing company bibliography |
| Fire Inspector - | <ol style="list-style-type: none">1. Current Dearborn Heights Fire Department Policies, Procedures, and General Orders2. IFSTA – Fire Inspector and code enforcement3. Two additional texts agreed to by the Fire Chief and the Union from the testing company bibliography |
| Captain - | <ol style="list-style-type: none">1. Current Dearborn Heights Fire Department Policies, Procedures, and General Orders2. IFSTA – Company officer3. Two additional texts agreed to by the Fire Chief and the Union from the testing company bibliography |
| Fire Marshal - | <ol style="list-style-type: none">1. Current Dearborn Heights Fire Department Policies, Procedures, and General Orders2. IFSTA – Introduction to fire cause and origin3. Two additional texts agreed to by the Fire Chief and the Union from the testing company bibliography |
| Deputy Chief - | <ol style="list-style-type: none">1. Current Dearborn Heights Fire Department Policies, Procedures, and General Orders2. Not more then three additional texts agreed to by the Fire Chief and the Union from the testing company bibliography |

Section 7.

(a) It is agreed upon by the City and Union that a vacancy shall inevitably occur when an employee elects participation in the DROP (article 16). Therefore, the promotional examination process, for all ranks enrolled in the DROP, shall begin, not later than six (6) months prior to an established DROP end date, with all vacancies to be filled as they occur.

(b) A member shall be eligible for promotion if;
1, he/she will attain five(5) years of service, within six(6) months of an established DROP end date; 2, he/she shall complete a promotion probation period, within six(6) months of an established DROP end date; 3. he or she shall complete 2 years in grade, within six(6) months of an established DROP end date.

Section 8. The eligibility list for promotion shall expire two (2) years from the date that it was established and certified by the Dearborn Heights Police and Fire Civil Service Commission, unless the list has been depleted prior to the expiration date.

ARTICLE 16 RETIREMENT - PENSION PLAN

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

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

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

(c) Effective for all members retiring on or after July 1, 2000, the member shall receive a regular retirement pension payable throughout the member's life of two and eight-tenths (2-8/10%) percent of the member's average final compensation multiplied by the first twenty-five (25) years of service credited to the member, plus one and one-half percent (1.5%) of the member's final average compensation multiplied by the years of service after twenty-five (25) years through the thirtieth (30th) year of service. Years thirty-one (31) and above, zero (0%) percent. (Notwithstanding any purchase of military time).

(d) Effective for all members retiring on or after August 1, 2007, the member shall receive a regular retirement pension payable through the member's life of two and eight-tenths (2.8%) percent of the member's average final compensation multiplied by the first twenty-five (25) years of service credited to the member; also upon reaching twenty-five (25) years of service an additional five percent (5%) shall be added to equal a total of seventy-five (75%) percent upon reaching twenty-five (25) years of service; for years of service after twenty-five (25), an additional one and one half (1.5%) percent shall be added for each year of service, up to a maximum benefit of eighty-two and one-half (82.5%) percent. This formula shall apply to all years of service commencing from the member's date of hire, and shall also apply to any/all purchased or credited eligible service time as set forth in article 16 of the collective bargaining agreement.

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

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

Section 4. All bargaining unit members' Act 345 contribution shall be five (5.0%) percent.

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

Section 6. *Annual Retiree Bonus.* Effective for employees retiring on or after July 1, 2001, there shall be paid an annual retiree bonus subject to the terms of this provision. The annual retiree bonus shall be paid on or about October 1 of each year. To be eligible to receive the annual retiree bonus, the employee must have retired a minimum of five (5) complete plan years prior to the July 1 date immediately preceding the October 1 bonus payment date. (A plan year is July 1 through June 30). Unless there are insufficient funds to pay any annual retiree bonus (see (b) below) or unless the annual retiree bonus is to be prorated due to insufficient funds (see (b) below), the annual retiree bonus paid each October 1 to the retiree (or to his survivor beneficiary) shall be equal to one-twelfth (1/12) of the total pension benefit payments paid to the retiree (or his survivor beneficiary) during the one-year period of July 1 - June 30 immediately preceding the October 1 bonus payment date.

(a) The annual retiree bonus will be based on "excess earnings" as described herein. An internal "Firefighter Retiree Bonus Fund" (hereinafter "Fund") shall be set up within the Act 345 retirement plan trust (hereinafter "Act 345 Plan"). The fund will initially be established by no later than October 1, 2001, with an initial contribution amount equal to five (5) times the average total monthly pension benefit payments paid to all firefighter retirees during the one-year period of July 1, 1999 - June 30, 2000, as reported in the July 1, 2001, actuarial valuation report (i.e. the initial contribution amount shall be the total pension benefit payments paid to all firefighter retirees from July 1, 1999 - June 30, 2000 divided by twelve (12), with the result multiplied by five (5)). All annual retiree bonuses will be paid from this internal Fund, assuming it has sufficient funds (see (b) below). Annually, the Fund will be credited with earnings/losses, based on the actual average principal equal to the estimated market rate of return presented in the most recent actuarial valuation for the Act 345 Plan. In addition, annual contributions shall be made to the Fund each October 1 (commencing October 1, 2001) provided that the Act 345 Plan's estimated market rate of return for that plan year, as reported in the most recent actuarial valuation for the Act 345 Plan, is greater than nine (9.0%) percent. The total potential annual contribution to all retiree bonus funds in the Act 345 Plan will be equal to earnings above nine (9.0%) percent to a maximum of ten (10%) percent, based on the estimated market rate of return reported in the most recent actuarial valuation for the Act 345 Plan. That is, the total annual contribution amount shall be a maximum of one (1.0%) percent of total Act 345 Plan investment earnings, and that total annual contribution amount shall be allocated among all retiree bonus funds within the Act 345 Plan in any plan year.

The amount of potential contribution to be allocated to the Firefighter Retiree Bonus Fund will be the total annual contribution amount prorated based on the total actuarial accrued liability for all firefighter participants in the Act 345 Plan in relationship to the total actuarial accrued liability for all participants in the Act 345 Plan, as set forth in the most recent actuarial valuation for the Act 345 Plan.

In addition to the foregoing, the annual contribution to any retiree bonus fund in the Act 354 Plan in any plan year shall in no event cause the retiree bonus fund to have a fund balance in excess of ten (10) times the total average monthly pension benefit payments paid in the previous plan year to retirees covered by that retiree bonus fund (i.e. total monthly pension benefit payments made to retirees covered by that retiree bonus fund during the immediately preceding July 1- June 30 plan year divided by twelve, and the result multiplied by ten (10)).

(b) Should the Firefighter Retiree Bonus be made available to firefighter retirees who retired prior to July 1, 2001, and in the event the Firefighter Retiree Bonus Fund in any particular year lacks sufficient funds to pay a full annual retiree bonus to all eligible firefighter retirees, then a full annual retiree bonus will be paid only to those eligible firefighter retirees who retired on or after July 1, 2001. Further, should the Firefighter Retiree Bonus Fund in any particular year lack sufficient funds to pay a full annual retiree bonus to those eligible firefighter retirees who retired on or after July 1, 2001, then to the extent there are sufficient funds to do so, a reduced annual retiree bonus shall be paid to those eligible firefighter retirees who retired on or after July 1, 2001 on a pro-rata basis. Any such determination of insufficient funds must be made and certified by the Act 345 Plan's actuary.

Section 7. Effective July 1, 2004, any member that had served as a Volunteer Firefighter with the City of Dearborn Heights, shall have said time, to a maximum of 48 months, credited as service time for pension purposes in accordance with existing City policy.

Section 8.

(a) Effective upon mutual ratification of this agreement through June 30, 2009, any current, or future member that served in the U.S. Military and was honorably discharged, may purchase that time spent on active duty, to a maximum of 48 months, at a rate of four (4%) percent per year, of the members current base pay, per service credit year. Military time may be purchased with cash, sick time, deferred compensation transfer or payroll deduction.

(b) Effective upon mutual ratification of this agreement through June 30, 2009, any current or future member may purchase prior fire service credits up to a maximum of 48 months at a rate of five (5%) percent per year of the member's current base pay per service credit year. Service Credits may be purchased with cash, sick time, deferred compensation transfer or payroll deduction.

(c) Effective upon mutual ratification of this agreement through June 30, 2009, any current or future member, may purchase service credits up to a maximum of 48 month at a rate of five and one-half (5.5%) percent per year of the member's current base pay per service credit year. Service Credits may be purchased with cash, sick time, deferred compensation transfer or payroll deduction.

Section 9. Effective August 1, 2007, any member who has at least twenty-five (25) years of service and who is at least age 50; or who has at least twenty (20) years of service and who is at least age 55; or who has at least twenty-five (25) years of service and has obtained an age waiver from the City Council, shall be entitled to a normal pension benefit.

Section 10. The maximum pension service credit time purchased and/or granted for Volunteer and/or Military Service and/or service credits shall be 48 months.

Section 11. Effective for all members retiring on or after August 1, 2007, the member shall have the right to receive a partial or total refund of his or her accumulated pension contributions (without interest) at the employee's time of retirement. If an employee receives such refund the employee's retirement allowance shall be reduced proportionately. The document entitled "Factors to Compute Reduction in Monthly Retirement Allowance Applicable to Withdrawals Made at Retirement" will be attached as Attachment 2 to the collective bargaining agreement. The Factors will be based upon the G83 Male Mortality Table with an interest rate based upon the PBGC Interest rate; however, the parties agree that they will not alter their reliance on the G83 Male Mortality Table or a Mortality Table agreed to by the City and the Union or the PBGC Interest Rate during the life of this contract."
(Appendix "A")

Section 12. DEFERRED RETIREMENT OPTION PLAN (DROP)

A. OVERVIEW

Effective January 11, 2007, any Employee who is a member of the City of Dearborn Heights Police and Fire Act 345 Retirement System may at any time voluntarily elect to participate in the City of Dearborn Heights Police and Fire Retirement System Deferred Retirement Option Plan (hereinafter "DROP") after attaining the minimum requirements for a full, unreduced normal service retirement/pension or as provided for in their respective bargaining agreement or any such Employee who has attained twenty five (25) years of service credit.

Upon commencement of DROP participation, the Participant's DROP Benefit shall be the dollar amount of the Employee's monthly pension benefit computed by using the contractual guidelines and formula(s) that are in effect on the particular DROP date. During participation in the DROP, the Participant continues with full employment status, receives all future promotions and benefit/wage increases, and is considered an employee of the City of Dearborn Heights

The Participant's DROP Benefit shall be credited monthly to the Participant's DROP Account which shall be established within the City of Dearborn Heights Police and Fire Retirement System (the "Police and Fire Retirement System"). The Participant's DROP Account shall be maintained and managed by the Board of Trustees of the Police and Fire Retirement System (the "Retirement Board"). Upon termination of employment, the Participant shall retire and will begin to receive payment(s) from his/her individual DROP Account as described herein. The DROP payment(s) are in addition to all other contractual pension benefits. The Participant is solely responsible for analyzing the tax consequences of participation in the DROP.

B. PARTICIPATION PERIOD

The maximum period for participation in the DROP is sixty months (the "Participation Period") after which time the employee shall terminate employment with the City. There is no minimum time period for participation.

Upon termination of employment, the retiree shall receive the monthly retirement benefit previously credited to their DROP Account and shall be eligible for distribution of their DROP Account Balance in accordance with Section I herein.

C. ELECTION TO PARTICIPATE

Election to participate in the DROP program is IRREVOCABLE (except in the instance of duty disability or duty death as provided in DROP Section L herein). An Employee who wishes to participate in the DROP shall complete and sign such application form or forms as shall be required by the Retirement Board. The Retirement Board shall review the application within a reasonable time period and make a determination as to the Employee's eligibility for participation in the DROP.

On the Employee's effective DROP Date, he or she shall become a DROP Participant and shall cease to accrue additional retirement benefits otherwise credited to active members of the Police and Fire Retirement System. The amount of credited service, multiplier and average final compensation shall be fixed as of the Participant's DROP Date. Increases in compensation and accrual of additional service during DROP Participation will NOT be factored into the pension benefits of active or former DROP Participants (except as specifically provided in Subsection K).

Except with regard to the retirement benefits expressly provided herein, DROP Participants will continue with full employment status with all rights and privileges afforded to employees of the Police and Fire Departments, in the appropriate case, and this applicable bargaining unit, including, but not limited to, future promotions, benefit/wage increases, union membership and representation, as well as, retirement system membership and Board representation.

An employee who qualifies for DROP Participation upon the date City Council ratifies this DROP will have a period of six months thereafter to file a written "Back DROP" election. Individuals who elect the "Back Drop" shall elect a monthly period, not to exceed sixty (60) months, to constitute the Employee's Back Drop Period. Individuals who elect the "Back Drop" will have their DROP benefit calculated based upon the regular monthly retirement benefit to which the Employee would have been entitled if the Employee had actually terminated employment and retired on the date the Employee elects to enter the DROP (less the annuity withdrawal reduction as set forth in Subsection E and/or actuarial reductions as a result of the Employee election an Optional for of benefit under the Plan, if applicable). The regular monthly retirement benefit determined above shall be multiplied by the Employee's Back DROP Period and such amount shall be credited to the Employee's DROP account. The Employee's Back DROP Period shall reduce the Employee's DROP Participation Period after which time the Employee shall terminate employment with the City. After an eligible Employee attains thirty (30) years of service credit, the allowed DROP Participation Period for that Employee will be reduced by one month of DROP Participation for every month beyond thirty (30) years of service credit that the Employee delays making a DROP Enrollment election.

D. DROP BENEFIT

The Participant's DROP Benefit shall be the regular monthly retirement benefit to which the Employee would have been entitled if the Employee had actually terminated employment and retired on the DROP Date (less the annuity withdrawal reduction as set forth in Subsection E and/or actuarial reductions as a result of the Employee electing an Optional form of benefit under the Plan, if applicable).

The Participant's DROP Benefit shall be credited monthly to the Participant's individual DROP Account. A DROP Participant may at the time of DROP Election elect to receive his or her benefit in the form of the Current Pension Plan's Option I or Option II Benefit and nominate a named beneficiary in accordance with the Police and Fire Retirement System provisions.

The term "spouse" for purposes of benefit qualification of DROP Participants, shall mean: (1) the person to whom the Participant was legally married on the Participant's date of death if such death occurs during DROP Participation; or (2) the person to whom the retiree was legally married on both the effective date of termination of DROP Participation and the retiree's date of death provided such death occurs after termination of DROP Participation. The definition of "spouse" herein may be amended pursuant to an Eligible Domestic Relations Order entered pursuant to Michigan Public Act 46 of 1991, as amended (MCL §38.1701 et seq.).

E. REFUND OF RETIREMENT CONTRIBUTIONS

An Employee who elects to participate in the DROP (and correspondingly, ceases to accrue additional retirement benefits otherwise credited to active members of the Police and Fire Retirement System) may elect the Refund of Retirement Contributions Option provided by this Article at the time of electing DROP participation. This Option and all other retirement options under the Police and Fire Retirement System which are available to Retirement System Members shall only be available to the DROP Participant at such time as he or she elects DROP Participation and not thereafter.

The Refund of Retirement Contributions Option election shall be made commensurate with the Participant's DROP election, but not thereafter, and the Refund amount at time of DROP will be utilized to compute the actuarial reduction of the Participant's DROP Benefit, as well as the Employee's monthly retirement benefit from the Police and Fire Retirement System after termination of employment. The Refund amount (accumulated contributions) shall be withdrawn from the Police and Fire Retirement System at the time of DROP Enrollment and subject to withdrawal by the DROP Participant at the time of DROP Election.

DROP Participants who do not elect the Annuity Withdrawal Option shall have their full unreduced benefit credited to their DROP Account.

At the time of the Refund of Retirement Contributions Option election, if an Employee is electing a straight life form of benefit with no qualifying spouse, the Refund reduction computation is based in part upon the actuarial life expectancy of the Employee (rather than the life expectancies of both the Employee and qualified spouse). There shall be no adjustments to the benefits payable upon the marriage of a DROP Participant to a qualifying spouse during DROP Participation. In the event such spouse (i.e. qualified after calculation of the Refund election), subsequently qualifies for benefits payable by the Police and Fire Retirement System, said benefits shall not be adjusted based upon the Employee's Refund of Retirement Contributions election.

F. LUMP SUM DISTRIBUTION OF ACCUMULATED LEAVE TIME

Sick Day Bank. At the time of DROP election, an Employee may elect to place up to the contractually agreed upon sick days into the Employee's Final Average Compensation.

Any excess sick days and/or furlough at time of DROP enrollment will be distributed in accordance with Article 19.

Any employees may elect to "roll over" up to twenty-five (25) sick days into his / her DROP sick day bank, with the maximum earned sick day bank correspondingly increased.

(ex. 10 days "rolled over" new max of 35; 25 days "rolled over" new max of 50.)
A member of the Dearborn Heights Professional Fire Fighters Union will earn a lump sum of twelve (12) sick days to start (which will be prorated should the member terminate DROP Participation prior to completing the first year of DROP Participation); and after completing the first 12 months of DROP Participation shall accrue one (1) sick day per month thereafter until termination of employment. On February 15th of each year, the City shall pay for earned sick days in excess over twenty-five (25) days or in excess over the new "roll over" amount at the rate of one half (½) day's pay for each sick day, calculated in eight (8) hour increments for eight (8) hour personnel and in twenty-four (24) hour increments for twenty-four (24) hour personnel. At termination of employment, payout of unused sick days will be as per the collective bargaining agreement for the Dearborn Heights Professional Fire Fighters Union, but will not be included in the calculation of Final Average Compensation.

Compensatory Time. Compensatory time will be paid out at the time of DROP enrollment and will be included in the computation of the Employee's Final Average Compensation. At the time of termination of employment, additional earned compensatory time (which is earned throughout the DROP Participation period) shall be paid out in a lump sum at time of termination of employment but will not be included in the calculation of Final Average Compensation.

Furlough/Vacation/PTO Accumulation: Any additional unused furlough/vacation/PTO shall be paid out in a lump sum at time of termination of employment, but will not be included in the calculation of Final Average Compensation.

G. DROP ACCOUNTS

For each DROP Participant, an individual DROP Account shall be created in which shall be accumulated at DROP Interest, the Participant's DROP Benefits. All individual DROP Accounts shall be maintained for the benefit of each DROP Participant and will be managed by the Police and Fire Retirement Board in the same manner as the funds of the Police and Fire Retirement System. DROP Interest for each DROP Participant shall be four (4%) percent per annum and credited monthly. The Retirement Board shall provide each participant with an annual statement of their account activity. The reference to individual DROP Accounts shall be interpreted to refer to the accounting records of the Police and Fire Retirement System and not to the actual segregation of moneys in the funds of the Police and Fire Retirement System. At the Employee's request, one additional statement per year may be provided to the Employee.

H. CONTRIBUTIONS

Employee contributions to the Police and Fire Retirement System shall cease during DROP Participation.

I. DISTRIBUTION OF DROP FUNDS

Upon termination of employment, the former DROP Participant must choose one, or a consistent combination of, the following distribution methods to receive payment(s) from his or her individual DROP Account:

- 1) A total lump sum distribution to the recipient.
- 2) A partial lump sum distribution to the recipient.
- 3) A lump sum direct rollover to another qualified plan to the extent allowed by federal law and in accordance with the Retirement Board's rollover procedures.
- 4) An annuity payable for the life of the recipient.
- 5) An optional form of annuity as established by Public Act 345 of 1937, as amended.
- 6) A monthly distribution to the recipient.
- 7) An individual's remaining DROP account balance shall be credited monthly with interest based upon the greater of: (1) five (5%) percent per annum or (2) one-half (1/2) of the market rate of return earned by the Police and Fire Retirement System in the prior calendar year.

A former Participant may change their distribution method as may be applicable no more than once per annum prior to June 30th of each year in accordance with such procedures and time guidelines as adopted by the Retirement Board.

A former Participant may elect a total lump sum distribution of any remaining balance in their DROP Account at any time after termination of employment which will be paid within 90 days after receiving the member's request. All benefit payments under the Plan shall be made (or commence in the case of an annuity) as soon as practical after entitlement thereto, but in no event later than the April 1 following the later of:

- 1) The calendar year in which the Member attains age 70 ½, or
- 2) The calendar year in which the Participant's employment terminated.

If the Accumulated Balance in any former Participant's account becomes less than \$5,000 [or such other amount as provided in Internal Revenue Code Section 411(a)(11)(A)], then the Retirement Board, in its sole discretion, shall have the option of distributing the former Participant's entire account, in the form of a lump sum, to the Former Participant.

Any and all distributions from Participant's DROP Account shall not be subject to offset by any workers' compensation wage loss payments received by the Participant, including any redemption amounts.

Any eligibility for receipt of a post-retirement benefit improvement (a/k/a "13th check") shall be made at time of enrollment in DROP.

J. DEATH DURING DROP PARTICIPATION

Except as otherwise provided in Subsection K, if an Employee participating in the DROP dies either: (i) before full retirement (i.e., before termination of service); or (ii) during full retirement (i.e., after termination of service) but before the DROP account balance has been fully paid out, the Participant's designated beneficiary(ies) shall receive the remaining balance in the Participant's DROP Account in the manner in which they elect from the previously mentioned distribution methods (Subsection I). In the event the Participant has failed to name a beneficiary, the account balance shall be payable to the Participant's beneficiary of benefits from the Police and Fire Retirement System. If there is no such beneficiary, the account balance shall be paid in a lump sum to the Participant's estate. Benefits payable from the Police and Fire Retirement System shall be determined as though the DROP Participant had separated from service on the day prior to the Participant's date of death.

K. DISABILITY DURING DROP PARTICIPATION

Except as otherwise provided in Subsection L, in the event a DROP Participant becomes totally and permanently disabled from further performance of duty as a police officer or fire fighter in the appropriate case, in accordance with the provisions of the Police and Fire Retirement System, the Participant's participation in the DROP shall cease and the member shall receive such benefits as if the member had retired and terminated employment during the Participation Period.

Application and determination of disability shall be conducted in accordance with the Police and Fire Retirement System provisions; however, the Participant shall not be eligible for disability benefits from the Police and Fire Retirement System, except as specifically provided in Subsection L.

L. SPECIAL PROVISION FOR DUTY DISABILITY AND DUTY DEATH

A DROP Participant who is found by the Retirement Board, in accordance with Retirement System provisions, to be totally and permanently incapacitated for duty by reason of a personal injury or disease occurring as the natural and proximate result of causes arising out of and in the course of the Employee's employment with the City, may retroactively revoke the Participant's DROP election if the revocation occurs before the payment of a distribution to the Employee from the Participant's DROP account or before payment of disability or retirement benefits to the Employee from the Retirement System. If a DROP Participant dies in the line of duty while in the employ of the City, the DROP Participant's eligible survivors (i.e., survivors qualified under Section 6(2) of Public Act 345 of 1937, as amended, and the Participant's applicable collective bargaining agreement) and the Participant's eligible DROP beneficiary(ies) may, by unanimous agreement, retroactively revoke the Participant's DROP election if the revocation occurs before payment of a distribution from the Participant's DROP account or payment of benefits from the Police and Fire Retirement System. If a DROP election revocation is made as prescribed by this Subsection, the Participant's DROP Account is not distributed, and the Participant or the Participant's beneficiary(ies), as applicable, is entitled to all benefits provided by the Police and Fire Retirement System as if a DROP election had not been made.

In the event of revocation of DROP participation as provided herein, there shall be no requirement for retroactive payment of employee contributions which would otherwise have been paid by the Employee to the Retirement System and the Employee shall receive service credit for all service rendered during DROP participation or as otherwise provided in the applicable collective bargaining agreement.

M. INTERNAL REVENUE SERVICE COMPLIANCE

The Internal Revenue Service has accepted the DROP concept because the Employee/DROP Participant does not have either actual or constructive receipt of the DROP payments (while still employed), and the Employee ceases to accumulate additional credit toward retirement benefits once DROP Participation commences. The DROP is intended to operate in accordance with Section 415 of the Internal Revenue Code, as amended, as well as with any other applicable laws and regulations, state of Michigan or federal. In the event the Board of Trustees finds any DROP provision to be in violation of any applicable law, that provision shall be null and void and the remaining DROP provisions shall constitute the terms of the DROP.

The City of Dearborn Heights Police and Fire Retirement System consists of a defined benefit plan. The DROP Account shall be established as part of the defined benefit plan of the Retirement System or such other plan as the Retirement Board and the union's shall agree upon (i.e., I.R.C. section 415(m) benefit plan) after consultation with appropriate legal counsel.

N. DROP COST

The City and those applicable collective bargaining associations which agree to adopt the DROP Program intend for the DROP Program to be essentially cost neutral (i.e., \pm .2% of covered payroll). The parties recognize the complexity in estimating the actuarial cost impact of the DROP on the Police and Fire Retirement System. Accordingly, after a 10 year period from the establishment of the DROP, the Retirement Board will direct that the Retirement System's Actuary to conduct an evaluation as to the cost impact of the DROP on the Retirement System. In the event that the actuary determines that the DROP has had a positive cost to the Retirement System (i.e., $>$.2% of covered payroll), the DROP shall be amended in such manner, as recommended by the Actuary and approved by the parties, to result in an essentially cost neutral program. In the event that the City determines that the DROP has had a positive cost to the City, the DROP shall be amended and approved by the parties. Dearborn Heights Police and Fire Act 345 Retirement System members currently covered by their respective bargaining agreement upon ratification of this document, (January 11, 2007) shall not be impacted by any future amendments (unless mutually agreed upon by both parties) and will be governed under the current terms and conditions of this document. Further, subsequent amendments to the DROP will not impact DROP Participants.

The City of Dearborn Heights disclaims any and all responsibility for any tax implications that may affect a DROP Participant. The City recommends that each Employee consult with a professional tax advisor, certified professional accountant, or other such individual capable of providing tax advice.

O. HEALTH CARE

DROP Participants shall be eligible for the health care coverage provided to retirees in accordance with Article 38.

During the participant's enrollment in DROP, the City will provide and be responsible for the costs of health care coverage for any additional qualified persons added to the participant's health care plan during enrollment in DROP. This health care coverage for qualified persons added during DROP participation shall cease upon termination from DROP and leaving employment.

ARTICLE 17 40 HOUR PERSONNEL

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

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

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

ARTICLE 18 RESIDENCY

Commencing July 1, 2000, all bargaining unit members, regardless of years of service, will be permitted to live outside the City of Dearborn Heights within a forty-mile radius from any point of the City. If the radius touched a City or Township, a union member shall be permitted to live in that City or Township. Any member living outside the City shall be placed after members living in the City, on the emergency call in list, with those members living nearest the City center point to be listed first, with seniority to be utilized where two (2) or more members are equal distance from center point. (Model shall be designed using Cherry Hill and Gulley as center point for distance.) If legislation regarding residency is enacted which would improve this residency provision for any member, such legislation shall immediately supersede the residency provision of this agreement.

ARTICLE 19
LUMP SUM DISTRIBUTIONS

Persons retiring shall receive any lump sum distribution to which entitled (for example: accumulated sick and vacation time) at the time of retirement in five (5) installments commencing with such person's first day of retirement with interest being paid on a declining balance method at the passbook interest rate of the City Depository on date of retirement:

| | |
|--------------------|-----|
| First Installment | 20% |
| Second Installment | 20% |
| Third Installment | 20% |
| Fourth Installment | 20% |
| Fifth Installment | 20% |

The second installment to be paid on or before the first anniversary date of retirement. The third installment to be paid on or before the second anniversary date of retirement. The fourth installment to be paid on or before the third anniversary date of retirement. The fifth installment to be paid on or before the fourth anniversary date of retirement.

Upon entering into the DROP, an employee may, at his or her option defer some or all of non-pensionable lump sum distribution. Employee shall notify Comptroller's Office of his or her election 30 days prior to entry into DROP.

ARTICLE 20
OTHER AGREEMENTS AND ORGANIZATIONS

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

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

ARTICLE 21 HOURS OF EMPLOYMENT

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

Section 2.

(a) The City shall maintain a forty-eight (48) hour workweek. The schedule shall be worked under the three (3) platoon system with every seventh (7th) working day a Kelly Day. No two (2) officers or pump operators will be off on a Kelly Day at the same time. The schedules to be used are attached hereto (Exhibits No. 1 and No. 2 - Pages 15 & 16), which shall be considered as examples. This pertains to all personnel in the Firefighting Division.

Section 3. The starting time for the Firefighting Division shall be 7:00 a.m. The starting time for forty (40) hour per week personnel shall be 8:00 a.m.

Section 4.

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

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

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

Section 5. Work other than emergencies shall not be done after 3:00 p.m. Department Administration will assign daily work goals through a detailed order directed to the shift officer in charge (OIC) for the day in question. The detailed order will be issued prior to the day for which the order is effective. The OIC has the discretion to suspend station duties and routine work prior to 3:00 pm. The hours of 1:00 p.m. to 3:00 p.m. may be used by the employee for, but not limited to, study and/or exercise.

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

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

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

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

Section 8. "KELLY DAYS" EXHIBIT NO. 1

HEADQUARTERS

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

STATION NO. 1

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

FORTY-EIGHT HOUR SCHEDULE
THREE PLATOON

| SUN | MON | TUE | WED | THU | FRI | SAT |
|-----|-----|-----|-----|-----|-----|-----|
| 17 | 7 | 17 | 7 | 17 | 7 | OFF |
| OFF | OFF | 17 | 7 | 17 | 7 | 17 |
| | | | | K | K | |
| 7 | OFF | OFF | OFF | 17 | 7 | 17 |
| 7 | 17 | 7 | OFF | OFF | OFF | 17 |
| 7 | 17 | 7 | 17 | 7 | OFF | OFF |

Every 7th Work Day is a Kelly

10* Days Worked 7:00 a.m. to 12:00 a.m.

10 Days Worked 12:00 a.m. to 7:00 a.m.

ARTICLE 22
LAYOFFS

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

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

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

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

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

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

ARTICLE 23 **BUMPING PROCEDURE**

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

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

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

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

ARTICLE 24 **TRANSFER BETWEEN DIVISIONS**

A transferee between the Firefighting and Fire Prevention Division shall receive all fringe benefits in accordance with the schedule for the Division into which such transferee has transferred and at the wage rate for the Division into which transferred notwithstanding the rate at which earned. For example, a transferee from the Firefighting Division to the Fire Prevention Division or equivalent shall earn and be charged at the rate of eight (8) hours per day while in the Fire Prevention Division or such equivalent. Upon transfer from the forty-eight (48) hour Fire Suppression Division to any forty (40) hour position, unused vacation time shall be converted to eight (8) hour vacation at the following rate: one twenty-four (24) hour day shall equal three (3) eight (8) hour days.

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

ARTICLE 25

RANK STRUCTURE / MANPOWER - OFFICERS

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

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

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

Section 4. For promotions to Lieutenant occurring on or after January 1, 2003, to the existing requirements for promotion to Lieutenant there shall be added the requirement that a person must possess current State of Michigan certification as an ALS-Emergency Medical Technician Advanced (ALS/EMT-A); no person shall be eligible for promotion, nor shall any person be promoted, to the rank of Lieutenant unless that person possess current certification as an ALS-Emergency Medical Technician Advanced (ALS/EMT-A)

ARTICLE 26

MANPOWER

Section 1. The Union agrees that Firefighting Dispatching may be done by non-bargaining unit employees including civilians or Police Department employees. Provided, however, the City agrees that no first-line engine will be dispatched to an emergency scene with less than three (3) on-duty qualified twenty-four (24) hour personnel. Additionally, no rescue squad/ambulance will be dispatched to an emergency scene with less than two (2) on-duty qualified twenty-four hour personnel.

Section 2.

(a) In the event that the established daily minimum manning of ten (10), 48-hour personnel is exceeded; the following shall be used for manpower distribution:

- 11 Personnel 6 personal at Headquarters
5 personal at Station #1
- 12 Personnel 6 personal at Headquarters
6 personal at Station #1
- 13 Personnel 7 personal at Headquarters
6 personal at Station #1
- 14 Personnel 7 personal at Headquarters
7 personal at Station #1
- 15 Personnel 8 personal at Headquarters
7 personal at Station #1
- 16 Personnel 8 personal at Headquarters
8 personal at Station #1

(b) Manpower distribution shall be achieved by seniority. The most senior firefighter on duty shall have first right of refusal to be moved from one station to another due to shortages during his or her shift (suitcase), with seniority to be followed thereafter. The least senior member on duty shall be required to move from one station to another due to shortages during his or her shift if a more senior member chooses not to move.

(c) If there are two (2) Pump Operators on duty at headquarters or station #1 and none on duty at the other station then the low seniority Pump Operator from the station with two (2) Pump operators shall be required to move from one station to another.

(d) Manpower distribution shall only be utilized between the hours of 0700- 2300, emergency response not withstanding.

ARTICLE 27
LONGEVITY PAY

Section 1. In addition to the salary set forth in the salary schedules attached hereto employees shall receive longevity pay as follows:

| Hired as of June 30, 2004 | | Hired on or after July 1, 2004 | |
|---------------------------|------|--------------------------------|----|
| 5 Years | 2% | 6 Years | 1% |
| 8 Years | 3% | 8 Years | 2% |
| 10 Years | 4% | 10 Years | 3% |
| 12 Years | 5% | 12 Years | 4% |
| 15 Years | 6% | 15 Years | 5% |
| 17 Years | 6.5% | 17 Years | 6% |
| 20 Years | 7% | 20 Years | 7% |

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

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

ARTICLE 28
OVERTIME PAY

Section 1. 48-Hour Week Personnel

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

(b) In lieu of overtime compensation as provided herein, at the election of the employee, compensatory time in the ratio of 1.5 hours of compensatory time for 1.0 hour of overtime shall be allowed.

(c) An employee may accumulate up to two hundred-forty (240) hours of compensatory time.

(d) Upon resignation, retirement or death of an employee, full pay shall be due to the employee or the employee's estate for all accumulated compensatory time.

(e) Compensatory time may be used at a minimum of two (2) hours.

(f) Use of compensatory time shall be defined in the Memorandums of Understanding.

Section 2. Forty (40) Hour Week Personnel

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

(b) In lieu of overtime compensation as provided herein, at the election of the employee, compensatory time in the ratio of 1.5 hours of compensatory time for 1.0 hour of overtime shall be allowed.

(c) An employee may accumulate up to two hundred-forty (240) hours of compensatory time.

(d) Upon resignation, retirement or death of an employee, full pay shall be due to the employee or the employee's estate for all accumulated compensatory time.

(e) Compensatory time shall be used at a minimum of eight (8) hours.

(f) Use of compensatory time shall be defined in the Memorandums of Understanding.

Section 3. Relates to Rescue Runs and Fire Alarms

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

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

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

(d) If anyone is called in to work for overtime, such employee shall report to duty as soon as possible, starting on the hour or half hour.
Example: If you call an employee at 2:45 p.m., that employee shall report to work at 3:00 p.m., or 3:30 p.m.

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

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

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

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

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

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

ARTICLE 29
HOLIDAYS AND HOLIDAY PAY

Section 1. Holidays Defined

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

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

(a) Effective July 1, 2008, in lieu of paid holidays or holiday time off, each employee shall be paid a lump sum equal to five and two-tenths percent (5.2%) of the employee's base wage salary. (If the member was not employed for a full year then he or she shall be paid 0.37% of his or her base wage salary for each holiday occurring during members employment multiplied by the number of holidays and this shall be considered his or her holiday pay.)

Effective July 1, 2009, in lieu of paid holidays or holiday time off, each employee shall be paid a lump sum equal to five and eight-tenths percent (5.8%) of the employee's base wage salary (If the member was not employed for a full year then he or she shall be paid 0.41% of his or her base wage salary for each holiday occurring during members employment multiplied by the number of holidays and this shall be considered his or her holiday pay)

Effective July 1, 2010, in lieu of paid holidays or holiday time off, each employee shall be paid a lump sum equal to six and three-tenths percent (6.3%) of the employee's base wage salary (If the member was not employed for a full year then he or she shall be paid 0.45% of his or her base wage salary for each holiday occurring during members employment multiplied by the number of holidays and this shall be considered his or her holiday pay.)

Annual holiday pay shall be deemed earned as of January 1st of each year and shall be paid on the preceding December 1st.

(b) New employees with less than one year's seniority shall be entitled to compensation for only those holidays which are celebrated after the date of such employee's employment.

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

Section 3. Holiday Pay for Forty (40) Hour Personnel. Forty (40) hour personnel need not work holidays to receive holiday pay. They shall receive pay at the rate of eight (8) hours of straight time for each holiday. The foregoing shall be in addition to yearly salary.

Holidays are defined in Article 29 - Section 1.

For the purpose of this Agreement, forty (40) hour personnel shall consist of the Deputy Chief, Fire Marshal and Fire Inspectors. Such annual holiday pay shall be deemed earned as of January 1st of each year and shall be paid on the preceding December 1st.

Section 4. Holiday pay for persons terminating in their first year of employment shall be the number of holidays that occurred while the employee was employed.

ARTICLE 30
HOLIDAY ROUTINE

Section 1. The days City Hall is closed.

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

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

(c) Holiday routine shall be worked on September 11 of each year.

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

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

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

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

ARTICLE 31
VACATIONS

Section 1. Eligibility and Amount.

(a) Effective October 1, 2008, all forty-eight (48) Hour Personnel shall be eligible for annual vacation days with pay, based on a twenty-four (24) hour work day. If a vacation period falls within that employee's date of hire, that employee will be allowed a vacation day allotment in accordance with the following schedule.

| | Summer | Winter |
|------------------------------|--------|--------|
| Start through one (1) year | 0 Days | 0 Days |
| Year One through Year Two | 2 Days | 2 Days |
| Year Two through Year Three | 3 Days | 3 Days |
| Year Three through Year Four | 4 Days | 4 Days |
| Year Four through Year Five | 5 Days | 5 Days |
| Five years through Ten | 6 Days | 6 Days |
| Ten or more | 7 Days | 7 Days |

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

(b) Effective October 1, 2008 all forty (40) Hour Personnel shall receive thirty (30) days vacation. A total of six (6) weeks vacation are to be divided between two (2) vacation periods - Summer and Winter.

Section 2. Anniversary Date

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

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

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

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

Winter vacation before October 1st

Summer vacation before April 1st

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

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

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

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

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

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

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

- (a) By departmental seniority on each unit.
- (b) Personnel to be assigned a number by seniority.
- (c) Any member or members who do not pick by their deadline date shall be allowed to pick by seniority after all other members have picked, and shall be required to pick upon notification by the Department. Any member or members not picking by April 1, or October 1, respectively shall be placed by the Department and the Union.
- (d) If out of town, a telephone call can be made to pick vacation, bill to be paid by the Union.
- (e) Master list of each unit to be at Headquarters Station and shall be initialed by the duty officer, a copy to be posted at Station #1. Example: Selector #1 shall pick vacation no later than the 1st of March or the 1st of September. Selector #2 shall pick vacation on the 2nd of March or the 2nd of September whichever applies. Selector #1 on September 1, Selector #2 on September 2, Selector #3 on September 3, Selector #4 on September 4, Selector #5 on September 5, Selector #6 on September 6, Selector #7 on September 7, Selector #8 on September 8, Selector #9 on September 9, Selector #10 on September 10, Selector #11 on September 11, Selector #12 on September 12, Selector #13 on September 13, Selector #14 on September 14, Selector #15 on September 15, Selector #16 on September 16, Selector #17 on September 17, Selector #18 on September 18, Selector #19 on September 19, Selector #20 on September 20, Selector #21 on September 21.

ARTICLE 32

Leave Time

(PTO, Compensatory time, Military leave)

Section 1. Persons in the bargaining unit shall earn personal time off as follows:

- (a) As of July 1, 2008, twenty-four (24) hour personnel shall earn forty-eight (48) hours of personal time off (PTO) which may be taken for any reason except as stated in Section 5 and Section 6 below and this time shall not be charged to the individual's sick time.

(b) As of July 1, 2008, eight (8) hour personnel shall earn forty-eight (48) hours of personal time off (PTO) which may be taken for any reason and this time shall not be charged to the individual's sick time.

Section 2.

(a) Unused PTO time shall be paid to the employee at his/her prevailing rate as of June 30 of each year. Unused PTO shall be paid on or before August 1st of each year.

(b) When an employee uses PTO time for a family emergency involving general health and welfare of that employee's family, there shall be no minimum time increment provided that no other employee is called in for overtime as a result; if another employee is called in for overtime, then a minimum of two (2) hours of PTO must be used and the employee called in for overtime shall be paid for the duration of the emergency with a minimum of two (2) hours call-in.

(c) An employee using emergency PTO, and having less hours banked than used, shall have sick time deducted from his/her sick bank rounded to the highest $\frac{1}{4}$ day. (Example: 2 hours over on PTO results in $\frac{1}{4}$ day deducted from sick bank.)

Section 3. PTO may be granted by the Officer in Charge fourteen (14) days in advance of the requested time and date; provided manpower is available on the date requested.

Section 4. When manpower is at its minimum, PTO time shall be allowed in an emergency situation only. It shall be allowed for general health and welfare of the employee's family (See Section 3 (c)).

Section 5. PTO shall be granted to employees working as a buddy day substitute provided minimum manpower exists on the effective date of the switch, it being understood that the PTO request may not be made before such effective date and only after commencement of shift.

Section 6. Personal time off will not be allowed when an individual is working overtime call-in.

Section 7. Compensatory time may be accumulated as stated in article 28. Compensatory time may also be accumulated by working a Kelly Day. An employee must give his duty officer a minimum of seven (7) days notice, in writing that he wishes to work his Kelly Day.

(a) An employee volunteering to work his/her "Kelly" shall earn compensatory time at time and one half for hours worked. (Example Work 24 hours shall earn 36 hours compensatory time.

(b) Requested compensatory time shall be granted by the Officer in Charge up to sixty (60) days in advance of the requested time and date.

(c) Compensatory time may be used at a minimum of eight (8) hours.

(d) Use of compensatory time shall be defined in the Memorandums of Understanding.

Section 8. Employees belonging to the National Guard or other military service shall be permitted to take a leave of absence with pay and benefits for purposes of their required annual training period, but in any event not to exceed 14 consecutive calendar days per calendar year, with no docking of any of the employee's accrued paid time off. Any pay received by the employee from the National Guard or other military service/reserve shall be remitted to the City.

Section 9. Any member that is serving in the Military Reserve or National Guard that is called to involuntary active duty shall be made whole for any difference between the members "Fire Department" salary and the members military service pay, with any contractual increases in base pay to be applied. Said employee shall earn pension service credit and seniority for all time on active duty.

ARTICLE 33
ON THE JOB INJURY

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

Section 2.

(a) As a condition of continued receipt of the pay differential provided by this Article, any employee injured on the job, for whom any physician has declared such employee to be totally disabled or for whom no precise date for return to work can be given by a physician, shall file for disability retirement under the Act 345 Retirement Plan not later than such employee's third consecutive month of injury. Benefits paid by the City Retirement Plan will be deducted from the obligations of this section. The application for disability retirement shall be certified in accordance with Act 345 (MCLA 38.556(2) (d)).

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

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

Section 4.

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

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

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

ARTICLE 34
SICK LEAVE

Section 1. Effective July 1, 2008, sick leave for all bargaining unit employees shall be:

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

(b) Twenty-four (24) hour duty day personnel shall acquire twenty-four (24) hours of sick leave credit for each month of service rendered, but not to accumulate in excess of one hundred (100) days (subject to utilization for purchase of military time and/or service credits).

(c) Eight (8) hour personnel shall acquire eight (8) hours of sick leave credit for each month of service rendered, but not to accumulate in excess of one hundred (100) days (subject to agreement on purchase of military time).

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

(e) When an employee's employment terminates by reason of retirement or death, the employee or the employee's designated beneficiary (or if no beneficiary has been designated, then as provided for by law), respectively shall receive compensation in a sum equivalent to the employee's entire accumulated sick leave credit at hourly rates pro-rated on the basis of sick leave accumulation (if one hundred (100) days were accumulated as an eight (8) hour personnel, then one hundred (100) days shall be paid at the eight (8) hour rate for the position prevailing at the time of retirement or death). Of the accumulated bank, twenty-five (25) sick leave credits shall be added to the employee's total final average compensation. Forty (40) hour personnel have the option as to which days (twenty-four (24) hour and/or eight (8) hour) will be added to his/her final average compensation. With the value of remaining sick leave credits to be paid per Article 19.

(f) When employment terminates except by reason of retirement or death, an employee shall receive compensation in a sum equivalent to one-half (1/2) of the employee's accumulative sick leave credits at hourly rates pro-rated on the basis of sick leave accumulation. (If sixty (60) days were accumulated as a twenty-four (24) hour a day employee, then thirty (30) days shall be paid pursuant to Article 17, Section 2. If sixty (60) days were accumulated as an eight (8) hour employee, then thirty (30) days shall be paid at the eight (8) hour rate for the position prevailing at the time of terminating employment.)

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

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

| Name | Sick Days: | Total Sick Days | Max Bank |
|------|------------|-----------------|----------|
|------|------------|-----------------|----------|

(a) eight (8) hour days

(b) twenty-four (24) hour days

(i) Effective July 1, 2008, an employee may use and shall be charged sick time for regular duty days not worked because of illness, injury or a scheduled medical or dental procedure or checkup. The City recognizes that sometimes a family member's illness or injury requires the employee's time and care. For that reason, The City allows employees to use accrued sick time for the care of an eligible family member. If the time off is for the care of a family member with an illness, sick time may be used for those family members in the following circumstances:

- the care of an eligible family member who is ill or injured
- accompanying an eligible family member to a scheduled medical or dental procedure or checkup
- attending to an eligible family member who is hospitalized

Medical and Dental Appointments: Employee's need to make appropriate arrangements in advance with their supervisor. Accrued sick time may be used for scheduled medical and dental appointments.

Family member shall be defined as: Sons & Daughters (Sons and daughters include biological, adopted, or foster children, stepchildren, and legal wards under 18. Children older than 18 are covered if they are unable to care for themselves due to disability. Spouses (through statutory or common-law marriage) or any persons living within the same household even if not related by blood or marriage. Parents / Spouses Parents (Biological, adoptive, step or foster parents).

Effective July 1, 2008, each employee in the bargaining unit will be allowed to use twelve (12) sick days per year for purposes as set forth in this Article. These twelve (12) sick days can be used throughout the course of the annual year without penalty or incidence. If the employee uses more than twelve (12) sick days annually, "banked" sick time may be used in conjunction with this Article or in conformance with section 4 of this Article provided the employee supplies the employer with written proof of illness or injury from a physician for said employee or persons covered in this Article. If employees meet these criteria, no "incident" shall be charged to them, nor shall this day be charged against the employee's twelve (12) "allowed" sick days per year, if the employee supplies the employer with prior documentation of one of the above reasons at least five (5) days in advance. The only exceptions to this rule are emergency situations and contractually approved absences such as bereavement leave etc. Employees who fail to comply with the above requirements will be charged with an "incident". When an employee reaches his or her eleventh (11th) allowed sick day, the employee will receive a conference with the City to allow the City to remind the employee of this policy and its disciplinary implications. Any employee who exceeds the twelve (12) allowed sick days (excluding approved leaves) will be subject to the City's "no fault" attendance policy explained as follows:

One (1) day=1 incident

Discipline for the accumulation of an absence incidence shall be imposed as follows:

- 1st incident - verbal warning
- 2nd and subsequent incidents - progressive discipline

When an employee has one (1) absence incident, the employee will receive a conference with the City in which the City will provide the employee an opportunity to explain their absence. The person will be given an opportunity to provide a credible written medical opinion (not a conclusory statement) by a medical doctor or doctor of osteopathy as a medical explanation for such incident. This conference will also allow the City to once again explain this policy and its disciplinary implications in case of continued incidents. At this conference the City will either enforce or adjust the "no fault" incident policy at the City's sole discretion.

All incidents of absence shall be counted in a consecutive twelve (12) month period beginning July 1 and ending June 30.

Section 2. As of July 1, 2004, all current members having a sick leave bank in excess of one hundred (100) days, shall be paid at a rate of one half (1/2) days pay per sick leave credit over in excess of one hundred (100) days. The number of days paid each year shall not exceed six (6) days, to be paid on or before February 15 of each year.

Section 3.

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

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

Section 4.

(a) This contract shall be in compliance with the Americans with Disabilities Act (ADA). Employees covered by this contract shall be entitled to all rights as contained within this contract. The City and Union shall comply with their obligations under the ADA and recognize the need to reasonably accommodate the disabled, as provided under the ADA. They agree to meet as necessary during the term of this agreement.

(b) The City and the Union shall comply with the Family Medical Leave Act (FMLA) and the regulations implementing that Act, which are specifically incorporated herein. Employee paid time off such as sick days and personal days will be charged for FMLA leave, in accordance with FMLA regulations.

(c) Unpaid FMLA leave will not be granted until all paid time off to which an employee can be charged for FMLA leave is exhausted.

(d) Health insurance coverage will be maintained for the duration of the FMLA leave. Upon their return from FMLA leave, employees will be returned to the same or an equivalent position to that which they occupied when the employee commenced leave in accordance with FMLA regulations. Employees shall also remain entitled to all other benefits to which they are entitled under this agreement.

ARTICLE 35
COURT AND MORGUE TIME

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

Any occurrence of Court or Morgue Time One (1) day Compensatory Time

ARTICLE 36
JURY DUTY

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

ARTICLE 37
FUNERAL LEAVE

Section 1. An employee shall be entitled to nine (9) calendar days per funeral to make preparation for and attend the burial and funeral of an immediate member of the employee's family within three hundred (300) miles of the City of Dearborn Heights. An immediate member of the family for this purpose shall be deemed a husband, wife, children, parents, parents-in-law, grandparents, brothers, sisters, brothers-in-law, sisters-in-law, daughter-in-law, son-in-law, foster parents, step father, step mother, step brothers and step sisters as well as step children and any persons living within the same household even if not related by blood or marriage. An employee shall also be entitled to five (5) calendar days for the funeral of grandparents-in-law or grandchildren if within three hundred (300) miles of the City of Dearborn Heights. One additional calendar day for travel will be given for funerals over three hundred (300) miles.

At an employees request up to seven (7) additional calendar days "Bereavement Leave" shall be granted.

Any additional necessary funeral / bereavement leave time shall be charged against accumulated sick leave time. The additional time is subject to the approval of the Chief and the Chief's refusal to grant the extension is subject to the grievance procedure of this contract.

An employee shall be entitled to one (1) calendar day to attend the funeral service for a biological aunt or uncle or spouse's aunt or uncle.

ARTICLE 38 INSURANCE

Section 1. Life and Accident.

(a) The City shall maintain, for each employee, life insurance coverage of fifty thousand dollars (\$50,000) straight life with additional coverage of fifty thousand dollars (\$50,000) for accidental death and scale coverage for dismemberment. The City shall pay the premium costs for such insurance coverage. Upon retirement at the employee's option, this coverage may remain in place with the premiums to be paid by the retiree or through pension deduction.

(b) The City shall maintain for each employee an off-the-job sickness and accident insurance policy of five hundred dollars (\$500.00) per week for twenty-six (26) weeks. The coverage to begin following the use of all sick leave available to the employee. The City shall pay the premium cost for such insurance coverage. The policy shall not be utilized for injuries sustained in the employment of any employer other than the City.

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

(d) Effective July 1, 2008, Employee's that retire from the City shall upon such retirement receive a ten thousand dollar (\$10,000) life insurance policy, and the City shall pay all premiums for such coverage.

Section 2. Medical and Hospital. (All employees)

(a) For Employees and employees who retire after July 1, 2008, each October, for employees and employees who retire after July 1, 2008 shall have the choice of Medical insurance providers, from the list below:

BC-BSM – TRUST 15/20: as provided for in this agreement
HMO - HAP, BCN: as provided for in this agreement
BC-BSM–Community Blue, Plan 1: as provided for in this agreement

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

(c) The prescription drug program will be provided pursuant to Blue Cross-Blue Shield PPO plan and the deductible shall be as follows (Premium to be paid by the City): \$10/\$20

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

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

(f) Dental Plan - effective July 1, 2008 - Dental Plan shall be equal or better than BCBS Dental Plan with one hundred percent Class I coverage with eighty percent (80.0%) Class II and Class III coverage - with a two thousand five hundred dollar (\$2500) benefit per person per year. Orthodontic care; Plan A Class IV with a five thousand dollar (\$5000) lifetime coverage per eligible person (no age limit).

(g) Optical Plan - effective July 1, 2008 coverage to be a minimum plan equivalent to Blue Cross - Blue Shield plan VSP 12/12/12.

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

(i) In the event that death results to a member in the line of duty or a member who becomes totally incapacitated for duty by reason of a personal injury or disease occurring as the natural and proximate result of causes arising out of and in the course of a member's employment by the City and retired by the board, the employee's surviving dependents shall have coverage as set forth in (a) through (h) above and Section 4 (i) of this Article. Spouse ceases to be covered when spouse remarries. Each child ceases to be covered when they reach eighteen (18) years of age, or until age twenty-five (25), if a full time student.

Medically Proven "Special needs" children shall remain covered, regardless of age.

(j) All employees may as an employee option participate in a City offered HMO program but having selected must remain in the program for a minimum of one (1) year.

(k) Effective upon mutual ratification, and annually thereafter, each bargaining unit member will contribute two percent (2%) of that employee's base annual wage as that base annual wage appears in the wage schedules of this and succeeding agreements. This contribution by the employee is to defray part of the City cost of the health care program. Upon retirement each member shall contribute one and one-half percent (1.5%) of his or her annual base pension benefit (exclusive of any retiree bonus). This contribution by the retiree is to defray health care costs. This contribution may be divided by twelve (12) and deducted from their monthly pension payment, or remitted back to the city through cash or check. This rate shall be reduced to one-half percent (.5%) at the time the retiree becomes Medicare eligible.

(l) All members hired on or after July 1, 2004 into the bargaining unit with less than two (2) years of service shall pay three and one half percent (3.5%) of his/her base wage for healthcare. An employee, with between two (2) and four (4) years of service shall pay four percent (4%) of his/her base wage for healthcare. An employee with between four (4) and six (6) years of service shall pay four and one half percent (4.5%) of his/her base wage for healthcare. An employee, with over six (6) years of service shall pay five percent (5) of his/her base wage for healthcare. Upon retirement each member shall contribute one and one-half percent (1.5%) of his or her annual base pension benefit (exclusive of any retiree bonus). This contribution by the retiree is to defray health care costs. This contribution may be divided by twelve (12) and deducted from their monthly pension payment, or remitted back to the city through cash or check. This rate shall be reduced to one-half percent (.5%) at the time the retiree becomes Medicare eligible. Notwithstanding the forgoing, effective October 1, 2008, any member selecting BC-BSM Community Blue, Plan 1 shall contribute two percent (2%) of that employee's base annual wage as that base annual wage appears in the wage schedules of this and succeeding agreements. Upon retirement each member shall contribute one and one-half percent (1.5%) of his or her annual base pension benefit (exclusive of any retiree bonus). This contribution by the retiree is to defray health care costs. This contribution may be divided by twelve (12) and deducted from their monthly pension payment, or remitted back to the city through cash or check. This rate shall be reduced to one-half percent (.5%) at the time the retiree becomes Medicare eligible.

Section 3. Any employee may opt to enroll in a Health Maintenance Organization (HMO) as may be selected and approved by the City. Benefit levels will be substantially similar to Section 2.

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

- (i) The master medical program deductibles and co-pays shall be one hundred/two hundred dollars \$100/\$200 (80/20) program.
- (ii) Generic Drug Program.
- (iii) Blue Cross-Blue Shield Prevent Program or equivalent (City option).
- (iv) Blue Cross-Blue Shield Mandatory Second Surgical Opinion (80/20) or equivalent (City option).
- (v) Blue Cross-Blue Shield Foot Surgery Predetermination Program or equivalent (City Option).
- (vi) Union will provide one member to serve on a Health Care Cost Containment Committee.
- (vii) Retiree health care benefit levels for future retirees retiring on or after July 1, 1991 shall be the same as then active employees. The City agrees to maintain for the persons then retired at the time of any change in health care for active employees, a benefit level not less than a basic comprehensive medical surgical plan substantially equivalent to BC-BSM M.V.F.-1. In determining benefit level equivalence, Medicare-Medicaid complementary coverage shall continue to be presumed to be a Medicare eligible employees' retirement health program.
- (viii) When more than one (1) family member is employed by the City there shall be no duplicate coverage by City plans [Example: an individual can be covered separately by the contract of the bargaining unit in which the employee serves or as a dependent in another bargaining unit of the City but not both].
- (ix) Excluded from benefits coverage are maternity benefits for persons acting as "Surrogate Mothers."

Section 5.

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

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

(c) Effective July 1, 2004, any and all members who retire under Public Act 345, the City shall provide that member with the same or equivalent optical and dental coverage as active bargaining unit members but not less than that in effect immediately prior to retirement.

Section 6.

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

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

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

(2) If a national health insurance program is enacted at the federal level which requires that the City participate by law and as a result of that participation actual City costs for health insurance decrease below the amount paid by the City on November 1, 2008 the City will suspend premium sharing payments until such costs again reach or exceed the amount paid by the City on November 1, 2008.

Section 7. The City may change insurance carriers for any insurance required by this Agreement provided it maintains a substantially equivalent benefit level, it being understood that different insurance carriers do not necessarily offer identical benefit packages. Prior to selection of a different insurance carrier, the City will provide the Union with a schedule of benefits from the proposed insurance carrier. The Union shall have thirty (30) days to review the schedule and if it disagrees on the substantial equivalency of the benefit packages, it shall submit to the City in writing the precise areas of disagreement and the parties will meet and discuss their areas of disagreement. In the event the parties are unable to agree they shall each select an insurance agent and the two (2) agents shall meet and select an insurance specialist who shall review the current and proposed benefit levels and determine the substantial equivalency of the two benefit level packages and whose finding will be binding on the parties.

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

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

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

Section 11. Retiree is responsible for the costs associated with Medicare Part "B" and will be responsible for any additional costs imposed by the Medicare Part "B", subject to coordination of benefits as set forth above. If any other additional costs are imposed by Medicare (other than Part "B") or by other government sponsored health related problems affecting retirees, then the parties agree to immediately reopen negotiations for possible modification of this Article (Article 38, Section 11) and for a possible reduction in the Medicare-eligible retiree health insurance contribution rate (currently one-half percent, [.5%]) under Article 38, Section 2 (j).

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

Section 13. As a matter of clarification it is understood that retiree health insurance is applicable to all persons (members and survivor beneficiaries) eligible to receive any type of pension benefit under Act 345, except for deferred retirees who terminated their employment with less than twenty (20) years of service.

Section 14. Persons hired into the bargaining unit on and after January 8, 1992 shall not be eligible for insurance benefits until the person's ninetieth (90th) calendar day of employment.

Section 15. Any member choosing not to use their healthcare benefits provided through the City shall receive a yearly reimbursement of two thousand five hundred dollars (\$2,500.00), paid on or before November 15, provided that the member can show proof of healthcare.

Section 16. The City and Union agree that, in the event that the City can show cost savings without loss in benefit levels, this article may be amended through negotiations, to begin not later than April 1, 2009.

ARTICLE 39
PROTECTIVE CLOTHING

The City shall provide all necessary protective clothing and equipment as required by the employer to safely perform the tasks of, but not limited to firefighting and EMS.

ARTICLE 40
UNIFORM PAY

Section 1. All members shall receive a clothing pay of one and fifteen hundredths percent (1.15%) of that member's base wage on or before June 30th of each year. Persons hired into the bargaining unit on and after July 1, 2004 shall receive six (6) sets of uniforms, three (3) summer and three (3) winter. Effective July 1, 2008 all members shall receive a clothing pay of one and four tenths percent (1.4%) of that member's base wage on or before June 30th of each year. Effective July 1, 2009 all members shall receive a clothing pay of one and sixty-five tenths percent (1.65%) of that member's base wage on or before June 30th of each year. Effective July 1, 2010 all members shall receive a clothing pay of one and two percent (2%) of that member's base wage on or before June 30th of each year.

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

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

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

Section 5. An employee shall receive compensation in an amount necessary to replace any and all articles of his or her uniform or apparel that are damaged or destroyed in the line of duty within thirty (30) days.

ARTICLE 41 **GUNS**

No employee of the Fire Department shall carry a firearm while on duty.

ARTICLE 42 **SCHOOLING**

Section 1.

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

(b) The City agrees to allow for release time for schooling of employees under this article, as defined in the negotiated memorandums of understanding.

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

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

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

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

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

ARTICLE 43 **ACTING PAY**

Section 1. Temporary assignments for the purpose of filling vacancies will be granted to the senior employee on a station basis for Pump Operators and for command positions described below. Since Fire Lieutenants and Captains are both command officers only one needs to be on duty to fulfill the command requirements and during the absence of one, the other will not receive more compensation. If for any reason an officer becomes incapacitated; the most senior Pump Operator, or the most senior Firefighter in the absence of a Pump Operator, shall assume command of an emergency scene or the station until the officer is replaced.

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

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

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

Section 5.

(a) In the absence of, or acting upgrade of, the Fire Marshal for two or more calendar days, the most senior Fire Inspector Shall receive Fire Marshal rate for all hours worked.

(b) In the absence of, or acting upgrade of, the Deputy Chief and absence of the Chief, for two or more calendar days, the Fire Marshal Shall receive Chief rate for all hours worked.

(c) In the vacancy of the Fire Chief the next highest ranking officer shall receive Chief rate of pay for all hours worked and time and one-half (1-1/2) that employee's regular rate for all hours worked after 90 calendar days.

Section 6. In the event that eleven (11) or more forty-eight (48) hour personnel are on duty with two or less Pump Operators, the most senior firefighter on duty shall have first right of refusal to be upgraded with seniority to be followed thereafter, to acting Pump Operator.

Section 7. In the absence of a Lieutenant from the rescue squad for four or more hours, the most senior Pump Operator on duty shall have first right of refusal to be upgraded, with rank and seniority to be followed thereafter, to acting Lieutenant. Any employee that assumes this position shall receive the top pay of a Lieutenant for all hours worked.

ARTICLE 44
EMERGENCY PATIENT TRANSPORT

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

Section 2. In general the parties agree:

(a) That the continuance, method and manner of transport including choice of equipment and its location shall be the responsibility of the City.

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

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

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

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

Section 3.

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

(b) The City shall staff the Rescue Unit in accordance with applicable statutes.

Section 4. The City will pay tuition for all City required schooling required by this Article as follows:

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

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

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

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

Section 5. The City shall determine schedules for all City required LALS/EMT-S and ALS/EMT-A schooling, provided that such classes shall be offered by the City in a timely fashion so as to allow each employee to become recertified before his licensure/certification expires. However, the employee shall have the option of:

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

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

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

Section 6.

(a) In the event an employee fails LALS/EMT-S licensure or recertification upon termination of the course, that employee shall be required to attend another City designated LALS/EMT-S course. Said employee shall have the same scheduling options outlined in Section 5 above, except, if the employee attends classes on off-duty time such employee shall not be eligible for overtime compensation. However, the employee shall be afforded reasonable time off to attend the requisite classes.

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

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

Section 7. There shall be no discipline for failure of an LALS/EMT-S recertification exam, provided, however, that the employee has made a good faith effort to pass same.

Section 8. If the City elects to reduce the patient transport function or the ALS/EMT-A service as a service offered by the City less than a total elimination, the City and Union will meet to discuss the method of reduction.

Section 9. The City will pay an annual bonus of nine hundred fifty three dollars, sixty cents (\$900.00 EMT-S PAY + 53.60 F.I.C.A. reimbursement) for employees who are and who have been EMT-S certified for at least one year preceding the annual payment date of October 1.

Section 10. EMT-A. The City will pay an annual bonus equal to eight and twenty five hundredths (8.25%) percent of the employee's own base wage for employees who are and who have been EMT-A certified for at least one year preceding the annual payment date of October 1; effective July 1, 2008, said bonus shall be equal to eight and seventy-five hundredths (8.75%) of the employee's own base wage; effective July 1, 2009 said bonus shall be equal to nine and twenty five hundredths percent (9.25%); effective July 1, 2010 said bonus shall be equal to ten percent (10%).

If there is a lapse in the employee's EMT-A certification and the employee later desires to re-acquire said certification, the employee must do so on his own time and at his own expense. For employees who desire to maintain their EMT-A certification with no lapse in said certification, Section 4 and Section 5 above shall apply.

Members hired on and after July 1, 2004 shall receive an annual EMT-A bonus, upon completion of one (1) year of employment, at a rate of five (5%) percent of that member's base wage to be paid on or before October 1st, subject to proration from the employee's anniversary date. Upon completion of four (4) years of employment, seven percent (7%) of that member's base wage to be paid on or before October 1st, subject to proration from the employee's anniversary date. Upon completion of five (5) years of employment, nine percent (9%) of that member's base wage to be paid on or before October 1st, subject to proration from the employee's anniversary date. Upon completion of six (6) years of employment, ten percent (10%) of that member's base wage to be paid on or before October 1st, subject to proration from the employee's anniversary date.

ARTICLE 45
SUCCESSORSHIP CLAUSE

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

ARTICLE 46
MAINTENANCE OF CONDITIONS

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

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

ARTICLE 47
DISCIPLINE

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

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

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

ARTICLE 48
GRIEVANCE AND ARBITRATION

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

STEP 1

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

STEP 2

The employee and/or the representative, if not satisfied with the action taken by the Duty Officer upon the grievance, shall reduce the complaint to writing upon a grievance disposition form formerly used by the parties hereto, which form shall then be presented to the Chief of the Department. The Chief of the Department shall act upon the grievance within eight (8) days and make known the decision in writing upon the grievance form to the employee or the representative.

STEP 3

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

STEP 4

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

STEP 5

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

STEP 6

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

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

Section 3.

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

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

ARTICLE 49
SEPARABILITY

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

ARTICLE 50
STRIKE PROHIBITION

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

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

ARTICLE 51
SAFETY

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

ARTICLE 52
MANAGEMENT RIGHTS

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

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

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

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

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

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

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

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

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

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

(f) The right to control the Department budget.

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

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

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

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

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

ARTICLE 53 **NON-CITY FUNDED EMPLOYMENT**

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

ARTICLE 54
PHYSICAL ASSESSMENT

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

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

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

ARTICLE 55
PREVAILING RIGHTS

Section 1. Nothing in this Agreement shall be construed as abridging, amending or waiving any rights, benefits or perquisites presently covered by statutes, existing rules and regulations or past practices recognized as being legitimate and having general and uniform applicability throughout each jurisdiction, except as expressly superseded by the terms of this Agreement.

Section 2. The City and Union agree that memorandums of understanding may be established by the City / Fire Department. Items included in this guide shall include but not be limited to; suitcasing, work cycles and a definition of the 48-hour workweek. These memorandums of understanding shall not be amended or have items added or deleted without mutual consent by the Union and the City.

ARTICLE 56
DURATION

Section 1. Duration. This Agreement shall be effective the 1st day of July 2008, and shall remain in force and effect to and including June 30, 2011.

Section 2. Future Negotiations. The parties agree that, commencing not later than March 1, 2011 they will undertake negotiations for a new Agreement for a succeeding period.

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

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives the day and year first above written.

LOCAL NO. 1355 OF THE INTERNATIONAL FIREFIGHTERS, also known as DEARBORN HEIGHTS PROFESSIONAL FIREFIGHTERS UNION, AFL-CIO, C.L.C.

By: _____
Christopher Wiewirua
President

By: _____
David Brogan
Secretary

Dated: _____

Dated: _____

CITY OF DEARBORN HEIGHTS,
A Municipal Corporation

By: _____
Daniel S. Paletko
Mayor

By: _____
S. Judith Dudzinski
Clerk

Dated: _____

Dated: _____

AT DEARBORN HEIGHTS CITY HALL, 6045 FENTON, DEARBORN HEIGHTS, MICHIGAN

ATTACHMENT 1
DESIGNATION OF BENEFICIARY

TO: City of Dearborn Heights, Michigan

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

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

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

Signed: _____ Dated: _____

Address: _____