

AGREEMENT BETWEEN
THE CITY OF RIVER ROUGE
AND
LOCAL 517
FIREFIGHTERS ASSOCIATION, AFL-CIO

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A G R E E M E N T

This Agreement entered into this 4th day of Nov.,
19 80 by and between the City of River Rouge, a Michigan Municipal Corporation,
hereinafter referred to as the CITY or the EMPLOYER, and Local No. 517,
International Association of Fire Fighters Association, AFL-CIO, hereinafter
referred to as the UNION or ASSOCIATION.

The general purpose of this Agreement is to set forth certain terms and
conditions of employment, and to promote orderly and peaceful labor relations
for the mutual interest of the Employer, its employees and the Union in the
best interest of this community; pursuant to the intent and authority of the
applicable laws of the State of Michigan.

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

The parties recognize that the Employer is legally and morally
obligated to guarantee to all citizens a fair and equal opportunity for
employment and to these ends agree that no person shall be denied employ-
ment, or membership in the Union, nor in any way be discriminated against
in the terms and conditions of employment with the employer because of race,
color, creed, national origin, or political or religious beliefs.

WITNESSETH: That the parties hereto in consideration of the mutual
covenants and agreements hereinafter contained do hereby agree as follows:

"CITY" shall include the elected or appointed representatives of the
City of River Rouge designated to act on behalf of the Employer.

"UNION" shall include the officers or authorized representatives of the
Union.

ARTICLE I
RECOGNITION

Section 1.

The Employer hereby recognizes the Union as the exclusive representative for all employees of the Fire Department for the purpose of collective bargaining with respect to rates of pay, hours, and other conditions of employment, except the Chief and Assistant Fire Chief of the Department.

Section 2.

During the term of this Agreement, the City agrees that it will not enter into negotiations with any labor organization other than the Union concerning rates of pay, wages, hours of employment and other conditions of employment for employees covered by this Agreement.

ARTICLE II

UNION MEMBERSHIP

Section 1.

All employees covered by this Agreement shall as a condition of continued employment on the later one (1) of the 121st day of employment by the City or (2) the 31st day following the execution date of this Agreement either (a) be a member of the Union or (b) pay to the Union a monthly service charge in an amount equal to the monthly dues of the Union, the latter as a contribution to the administration of this Agreement.

Section 2.

Failure to comply with the provisions of Article II, Section I, shall be considered as cause for the discharge of the employee.

ARTICLE III

PAYMENT OF UNION DUES

Section 1.

During the life of this Agreement and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed an appropriate "Authorization for Deduction of Dues" form.

Section 2.

Deduction shall only be made in accordance with the provisions of said "Authorization for Deduction of Dues" form.

Section 3.

A properly executed copy of "Authorization for Deduction of Dues" form for each employee for whom union membership dues are to be deducted shall be delivered to the Employer before any payroll deductions are made. Any "Authorization for Deduction of Dues" forms which are incomplete or in error will be returned to the Union by the Employer.

Section 4.

Deduction for each calendar month shall be remitted to the Union, with a listing of employees for whom said deductions were made within thirty (30) days after date of deduction.

ARTICLE IV

PAYMENT OF SERVICE CHARGE

Section 1.

Employees who elect pursuant to Article III, Section 1, not to be a member of the Union may comply with Article III, Section 1, by signing an appropriate "Authorization for Deduction of Service Charge" form. The Employer agrees to deduct such a service charge from the pay of each employee who executes an "Authorization for Deduction of Service Charge" form. Deductions shall be made only in accordance with the provisions of such "Authorization for Deduction of Service Charge" form and no such deduction shall be made unless and until a form has been delivered to the Employer. Any such forms which are incomplete or in error will be promptly returned to the Union or Employee, depending upon where it came from, for correction.

Section 2.

Deductions for each calendar month shall be remitted to the Union, with a listing of employees for whom said deductions were made, within thirty (30) days after date of deduction.

Section 3.

The Employer shall not be liable to the Union by reason of the requirement in Article III and IV of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

The Union will protect, save harmless and indemnify the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with Article III and IV of the Agreement

ARTICLE V

UNION ACTIVITIES

Section 1.

The right of the employees to join the Union having been recognized by the Employer, the employees and their authorized Union representative shall have the right to engage in lawful concerted activities for the purposes of collective bargaining and negotiations, or other mutual aid and protection, to express or communicate any view, grievance, complaint or opinion related to the conditions or compensation of their employment or betterment. Such rights shall be free from any and all restraint, interference, coercion, discrimination or reprisal by the Employer, so long as the same is not designed to or does not interfere with the full, faithful and proper performance of the duties of the employees.

Section 2.

The Chief executive officer of the Union, or his designated representative shall be afforded reasonable time off during straight time regular working hours without loss of pay for handling of grievances through Step 3 of such procedure and for administration of this Contract. Such time off shall be subject to prior approval by the shift officer and review by the Chief and shall not be unreasonable withheld nor shall any premium pay be earned for such time.

Section 3.

The Union shall be provided suitable bulletin board space in the Fire Department for the posting of Union notices or other Union related material which is not controversial in nature; that is objected to by eight (8) or

more members of the Department. Such board shall be identified with the name of the Union, and the Union shall designate the persons in the Union to be responsible therefore.

Section 4.

The union may schedule Union business 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.

Section 5.

The President and/or one other accredited representative of the Union shall be allowed leave time with pay by the Employer to attend conventions of the Michigan State Fire Fighters Association. Notification of the intent to take such leave must be submitted to the Chief in writing at least fourteen (14) calendar days prior to the start of such leave. The right to take such leave shall be forfeited in the event of a riot, insurrection or civil disaster where the absence of the employee would endanger the public health or safety. Such leave time shall not exceed a combined total of fifty-six (56) hours per year.

Section 6.

A bargaining unit employee who has been selected as the Fire Department Pension Board Trustee shall be allowed up to two (2) days off with pay per year to attend pension educational programs and conferences of the Michigan Association of Public Employee Retirement Systems, subject to approval by the Public Safety Commission.

ARTICLE VI

DISCIPLINARY PROCEDURE

Section 1.

The parties agree that there shall no longer be a trial board for dismissals and/or reductions in rank and that the Grievance Procedure shall be the exclusive administrative remedy of the parties.

Section 2.

No employee shall be removed, discharged, reduced in rank or pay, suspended in excess of five (5) days or otherwise penalized, except for cause. In no event shall such action be taken until the employee shall have been furnished with a written statement of the charges, and the reasons for such action; provided, however, in cases of extreme misconduct an employee may be temporarily suspended, without pay up to five (5) days pending the preparation of such written statement which, in such circumstances, must be presented to him as soon as possible, but in no event later than forty-eight (48) hours after such suspension. All charges shall be void unless filed by the charging party within thirty (30) calendar days after occurrence of the alleged violation, except for those alleged offenses covered by the State and Local Criminal Code.

Section 3.

A recommendation, by the Chief, concerning a discharge, reduction in rank, and/or suspension, in excess of five (5) days, shall be treated as an issue which has reached the Second Step of the grievance procedure and shall be processed starting at that level.

After receiving such recommendation, from the Chief, at its next regular scheduled monthly meeting, the Public Safety Commission shall consider

the facts relating to the Chief's recommendation as presented by both parties at an informal hearing, held during that regular monthly meeting, and within ten calendar days after the hearing, the Commission shall issue its written determination.

Procedure

A. The Chief must inform the individual of the alleged violation(s) of the Rules and Regulations and/or the contract, in writing, indicating what his recommendation to the Public Safety Commission shall consist of. The employee shall receive written notification of same within forty-eight (48) hours of said determination by the Chief. (The Public Safety Commission shall receive a copy of said communication within forty-eight (48) hours of said determination by the Chief). If the Chief so desires, he may suspend the individual until such time as his recommendation is acted upon by the Public Safety Commission; however, all days in excess of five (5) shall be with pay.

B. The employee shall be notified in writing of the time, date, and place of the next regularly scheduled Public Safety Commission meeting by the Chief.

C. It shall be the responsibility of the employee to be present at the next regularly scheduled Public Safety Commission meeting, with Union and/or personal representation, to present facts regarding why the Chief's recommendation should not be followed.

D. The Public Safety Commission, after hearing the facts, as related by both parties at the informal hearing, shall act upon the Chief's recommendation, and, within ten (10) calendar days after the hearing, issue its written determination.

Section 4.

If the Public Safety Commission acts affirmatively upon the Chief's recommendation, the employee may grieve starting at Step 3 (Mayor and Council) fo the grievance procedure.

Section 5.

All suspensions in excess of five (5) days and/or dismissals shall be with pay through Step 3 (Mayor and Council) of the Grievance Procedure, providing a grievance is filed. If said suspension or dismissal is upheld in Step 3, said pay shall cease upon presentment of the Step 3 determination by the Mayor and Council, to a representative of the Union Executive Board and the employee.

Section 6.

In the case of reductions in rank, suspensions in excess of five (5) days and/or dismissals issued by the Public Safety Commission, the grievant and/or the Union may commence the grievance procedure at the third step (Mayor and Council).

ARTICLE VII

LATE PUNISHMENT

Section 1.

The pay of an employee who reports for duty after his scheduled starting time shall be reduced in accordance with the following schedule:

<u>LATE</u>	<u>REDUCTION</u>
1 to 15 minutes	1/2 hours pay
15 to 30 minutes	3/4 hours pay
30 to 45 minutes	1 hours pay
45 to 60 minutes	1-1/4 hours pay
Et cetera	Et cetera

Loss of pay computed on the basis set forth above shall continue until the late employee enters the Fire Department and notifies the Shift Officer that he is ready for duty.

Section 2.

Repeated tardiness in reporting for duty will subject an employee to disciplinary action in accordance with the following schedule of discipline:

<u>Times Late in Any Twelve (12) Month Period</u>	<u>Discipline</u>
Three (3)	Written Warning
Four (4)	Written Warning
Five (5)	Determined by the Fire Chief

ARTICLE VIII

GRIEVANCE PROCEDURE

Section 1.

The parties agree that there shall no longer be a trial board for dismissals and/or reductions in rank and that the Grievance Procedure shall be the exclusive administrative remedy of the parties.

Section 2.

Should any differences, disputes, or complaints arise as to the meaning or application of the provisions of this Agreement, except suspensions, dismissals, and/or reduction in rank, such issues shall be resolved in the following manner:

Step 1. An aggrieved employee, through the Union, or the Union acting in behalf of one or more employees, or in its own behalf, may initiate a grievance by submitting such grievance in writing to the Chief of the Department within fifteen (15) calendar days of the date of the grievance. The Chief shall conduct an informal hearing and reply, in writing, within ten (10) calendar days after receipt of the grievance.

Step 2. If the matter is not satisfactorily resolved at the first step, the Union may appeal in writing to the Public Safety Commission within ten (10) calendar days following receipt of the reply by the Chief. The Commission shall reply in writing to the appeal within ten (10) calendar days after its next regularly scheduled meeting.

Step 3. If the matter is not satisfactorily resolved at the second step, the Union may request a hearing before a committee composed of three (3) Councilmen appointed by the Mayor and acting on behalf of the City as the Employer, within ten (10) calendar days following receipt of the

reply by the Public Safety Commission. This committee shall make its recommendation to the Mayor and Council, acting as a whole, and certified copies of the Mayor and Council's determination shall be returned to the grievant and the Union within fifteen (15) calendar days after receipt of the request for a hearing.

Step 4. If the grievance is not satisfactorily adjusted in the last preceding step within the time provided (unless mutually extended), either party may, within fifteen (15) days, in writing, request arbitration, and the other party shall be obliged to proceed with arbitration in the manner hereinafter provided. The parties shall attempt to agree upon an impartial arbitrator.

If they cannot so agree within seven (7) calendar days of the request for arbitration, the party requesting the arbitration shall promptly thereafter file a demand for arbitration with the American Arbitration Association in accordance with the then applicable rules and regulations of the American Arbitration Association. The expenses of the arbitrator, excepting the parties' own expenses, shall be borne half by the City and half by the Union. The arbitrator shall have the authority and jurisdiction to determine the interpretation and/or application of the collective bargaining agreement respecting the grievance in question, but he shall not have the power to alter or modify the terms of this Agreement. The arbitrator shall have no power to establish wage scale rates on new or changed jobs. With respect to arbitrations involving the discipline or discharge of employees, the arbitrator shall determine if the discharge or discipline was for just cause; and he may review the penalty imposed and if he shall determine it to be inappropriate and/or duly severe, he may modify it accordingly. He shall have the authority in cases concerning discharge or discipline,

if he shall so determine, to order the payment of back wages and compensation for an employee, which the employee would otherwise have received and/or enter such other and/or further award as may be appropriate and just. His award shall be final and binding on the parties and affected employees. If the arbitrator finds he has no power to rule on a case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

Section 3.

Any grievance submitted to arbitration by either party to this Agreement, subject to the conditions herein provided for in said Agreement, shall first be reduced to a written "Submission Agreement" detailing the dispute at issue. If the City and the Union cannot agree upon the "Submission Agreement", each party, at least two (2) days in advance of the hearing, shall submit to the other a statement of the issues it considers in dispute and the arbitrator shall determine, at or before the hearing, the issue or issues to be arbitrated, provided, however, that such issue or issues are arbitrable under the terms of this Agreement.

ARTICLE IX

SPECIAL CONFERENCES

Section 1.

Special conferences may be arranged between the Union and the Public Safety Commission upon the request of either party. Unless otherwise agreed, arrangements for such special conferences shall be made at least twenty-four (24) hours in advance. An agenda of the matters to be taken up at the meeting, together with the names of the conferees representing the requesting party shall be submitted at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. In no case shall such matter include proposals, demands, or contentions in conflict with this Agreement. Such conferences shall be held at a time mutually agreed upon between the parties. Employees shall not lose time or pay for time spent in such conferences, and no additional compensation shall be paid to such employees for time spent in such conferences beyond regular work hours. Attendance by employee representatives of the Union shall be limited to two (2) employees, one from each crew. A representative selected by the Fire Fighters Association may attend the Special Conference at the request of the Union.

Section 2.

The Employer and the Association shall designate and give timely notice to each other of their respective representatives for the purpose of implementing the grievance procedures as herein provided by Article VII and VIII. Timely notice of any change of such representatives shall be given by either party.

ARTICLE X

STRIKE PROHIBITION

Section 1.

Adequate procedure has been provided by Article VII and VIII for the settlement of any grievance(s), dispute(s), or impasse(s), which may exist or arise between any one or more of the employees covered by this Agreement or the Union, its members, representatives, officers or committees and the Employer.

Section 2.

Accordingly, during the term of this Agreement, it is agreed that neither the Union nor its members, officers, representatives or committees will cause, call, engage in, encourage or condone, and the officers of the Union will take affirmative action to preclude or terminate any slowdown or strikes against, including but not limited to any concerted refusal to work for, any concerted absenteeism from work or concerted resignations from employment with, the Employer.

Section 3.

The Employer shall have the right to discipline or discharge any employee for violating the provisions of this Article, Section 2. It is understood that the Union shall have the recourse to the grievance procedure with respect to such discipline or discharge, limited to the issue of whether or not the employee did violate the provisions of this Article, Section 2.

ARTICLE XI

MANAGEMENT RIGHTS

It is recognized that the Administration of the City, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the City. The City on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the United States and the State of Michigan, the City Charter and its code. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the City, including but without limiting the generality of the foregoing the right (a) to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, materials or methods of operation; (b) to introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased; (c) to determine the number, location and type of facilities and installations; (d) to determine the size of the work force and increase or decrease its size; (e) to hire, assign, transfer, promote, and lay-off employees; (f) to direct the work force, assign work and determine the number of employees assigned to operations; (g) to discipline and discharge employees for cause; (h) to determine the starting and quitting time and the number of hours to be worked; (i) to establish work schedules; (j) to establish wage rates for any new or changed classifications subject to mutual agreement of the parties; (k) to adopt, revise and enforce

working rules subject to Article XII and carry out cost and general improvement programs.

The City agrees that the rights of the Union are specifically listed herein, that all subjects not specifically listed herein are retained by the City.

ARTICLE XII

DEPARTMENT RULES & REGULATIONS

The Rules and Regulations of the River Rouge Fire Department, as adopted and in effect as of the date of this Agreement, are incorporated herein by reference as the Department's Manual of Personnel Procedures, and shall apply where not in conflict with the terms of this Agreement.

Any modification of such Rules and Regulations affecting hours of employment, or other conditions of employment during the term of this Agreement shall not be in conflict with the terms of this Contract. No modification, change, or deletion in conflict with this Contract shall be effected unless by mutual agreement of the Union and the Board of Commissioners of Public Safety, and the concurrence of the City Council.

Effective the date of execution of this agreement, the Rules and Regulations shall be amended to provide that no employee of the Fire Department shall carry fire arms while on duty except employees who are certified by an accredited Police Academy, approved by the State of Michigan and assigned to the Arson Investigation Bureau, who are acting in that capacity in enforcing the general criminal laws of the State of Michigan, subject to the supervision of the Chief of the Fire Department and the Public Safety Commission and subject to ratification by Firefighters Local 517.

ARTICLE XIII

WORK WEEK SCHEDULE

Section 1.

The work week schedule for the Fire Fighting Division shall be an average 50.4 hours work week in a twenty-eight day cycle, averaged over a year. The proto-type schedule shall be that used in the City of Ecorse presently (September 22, 1980). Said schedule shall be implemented commencing the first day of the month following ratification by Mayor and Council.

The regular work week for the Fire Prevention Division shall be forty (40) hours of actual work performed during Monday through Friday, 8:00 a.m. to 4:00 p.m. daily. It is understood and agreed that there will be occasions wherein the Fire Chief will have to assign this department to special details; therefore, under those circumstances, the Fire Chief or his designee shall have the right to schedule work assignments with the Fire Prevention Division.

Section 2.

Upon prior approval of the Shift Officer subject to review by the Chief, employees shall be permitted to trade work days or Kelly days. In the event of alleged discrimination in the exercise of this Section by employees, the right of recourse to the grievance procedure as provided by this Agreement shall be recognized by the Employer.

Section 3.

Employees shall be permitted to continue the present practice of the "Buddy System". Upon prior approval of the Shift Officer subject to review

by the Chief, an employee may arrange with a qualified employee to serve as a replacement for his regularly scheduled hours of duty.

Section 4.

It is specifically agreed by the Employer and the Union that any change or modification of the existing work schedule in the Fire Fighting and Fire Prevention Divisions shall be a proper subject of negotiations between the Public Safety Commission and the Union as provided by Article VIII of this Agreement relating to Special Conferences. Such change or modification of the existing work schedule shall be subject to the concurrence of the City Council.

ARTICLE XIV

CALL IN TIME

Section 1.

Call in time shall be defined as time spent on duty by a Fire Fighter (for an emergency) other than a normal work day when he is called in to duty.

Section 2.

Call in time shall be paid for at the rate of time and one-half fire fighter's hourly rate as defined below. Employees shall receive a minimum of two (2) hours for each time he is called in under the section.

Section 3.

The firefighter's hourly rate will be determined by dividing the base salary by 2,080 hours.

Section 4.

The opportunity to work call in time shall be offered as equally as possible to all employees within a reasonable period of time and within the classifications affected, provided the employee is capable of performing the work and provided further that in initially implementing this program for the equitable allocation of call in time, priority in offering the opportunity to work call in time shall be based upon seniority. An employee who if offered the opportunity but declines shall be considered as having worked the call in time involved. A record shall be kept revealing the names of the employees offered such call in time, whether such employees accepted or declined such work and the amount of call in time actually

worked and/or rejected by each such employee. This record shall be available to the Union for inspection upon request.

ARTICLE XV

FILL-IN TIME

Section 1.

Fill-in time shall be defined as that time spent on duty by an employee as a result of being called back to duty in the Fire Station as a result of the department being short-handed and contemplates a full 24 hour tour of duty. All individuals filling in, shall be afforded one (1) hour, from the time of notification, to report for duty without penalty. If the person reporting is more than one (1) hour late in reporting for duty, then his pay shall be pro-rated (two time daily rate of pay, divided by 24, multiplied by the actual number of hours worked). All fill-in time commencing after 12:00 p.m. shall be pro-rated.

Section 2.

Any time worked by an employee under this Section shall be compensated at two (2) times his daily rate of pay. (Annual salary divided by 260 equals daily rate of pay)

Section 3.

The opportunity to work fill-in time shall be offered as equally as possible to all employees within a reasonable period of time and within the classifications affected, provided the employee is capable of performing the work and provided further that in initially implementing this program for the equitable allocation of fill-in time, priority in offering the opportunity to work fill-in time shall be based upon seniority. An employee who if offered the opportunity but declines shall be considered as having worked the fill-in time involved. A record shall be kept revealing the names of the employees offered such fill-in time, whether

such employees accepted or declined such work and the amount of fill in time actually worked and/or rejected by each such employee. This record shall be available to the Union for inspection upon request.

ARTICLE XVI

HOLIDAY TIME

Section 1.

An employee shall be compensated at his regular rate of pay, which shall be his base salary divided by 2080 hours times 8 hours, for the following holidays:

New Year's Day	Fourth of July
Martin Luther King Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Easter	Christmas Day
City General Election Day	Employee's Birthday
Memorial Day	Employee's Anniversary Date

Section 2.

(A) An employee must work the holiday in order to receive holiday pay with the following exceptions.

1. He is on vacation
2. His crew is off duty
3. He is on Kelly
4. He is on duty disability

(B) 1. An employee must work the holiday in order to receive time and one half pay.

2. The employee who works the primary shift (starting at 8:00 a.m. on the holiday) will be paid at the holiday rate. This provision is inapplicable to employees working over from the previous shift.

ARTICLE XVII

VACATION TIME

Section 1. Firefighting Division

The City shall grant paid vacations in accordance with the following schedule:

<u>Seniority</u>	<u>Days Earned Per Month</u>
1 year	11/12
11 years	12/12
15 years	13/12

Section 2. Fire Prevention Division

The City shall grant paid vacations in accordance with the following schedule:

<u>Seniority</u>	<u>Days Earned Per Month</u>
1 year	2
11 years	2-1/12
12 years	2-2/12
13 years	2-3/12
14 years	2-4/12
15 years	2-5/12

An employee of the Fire Prevention Division shall be entitled to receive full vacation pay as set forth above if he has actually performed work, received vacation pay, or received sick pay for eleven (11) days during the month.

Section 3.

The employee's vacation pay as set forth in the above two Sections shall be computed on the basis of his regular straight-time rate without any premium whatsoever and at the rate which his qualifying hours were earned during the vacation eligibility year. The vacation eligibility year shall be the time between the employee's anniversary date of hire and one year thereafter and in yearly periods thereafter.

Section 4.

Time off for vacation purposes shall be compulsory. However, if full vacation time is not made available to the employee during the year by reason of riot, insurrection, duty disability, stand-by duty, or call-in duty as required by the Fire Chief, the employee shall be compensated in lieu of such unused vacation leave at his regular rate of pay.

Section 5.

Vacation leaves shall be selected in accordance with the seniority list as established by Appendix B of this Agreement for each calendar year beginning January 1st through December 31st.

- (a) The first vacation period shall be selected in accordance with Appendix B of this Agreement until all employee seniority rights have been exhausted.
- (b) The second vacation period shall be selected by the same procedure.
- (c) Additional vacation leave days shall also be selected by the same procedure. Final allotment of vacation periods shall be approved by the Employer and shall not be unreasonably withheld.

ARTICLE XVIII

SICK LEAVE

Section 1. Accumulation of Sick Leave Credits

(A) For the purpose of this Section "Sick Leave Days" shall mean 24 consecutive hours for the Fire Fighting Division and eight (8) hours for the Fire Prevention Bureau.

(B) Until Section Three (3) of this Article shall be applicable to him, each employee shall acquire 1-1/4 days of sick leave credit for each completed month of service rendered, not exceeding an aggregate of fifteen (15) days per calendar year.

(C) Commencing January 1st next following his completion of one (1) year of service, and on such date thereafter, each employee shall receive fifteen (15) sick leave days credit.

(D) Sick Leave credits of fifteen (15) days each calendar year as provided in Section One (1) of this Article may be accumulated to 120 days.

(E) Sick leave credits after full accumulation of 120 days: If no sick days are taken following the full accumulation of sick leave credits, the employee will be compensated one-half (1/2) of the unused days in pay at his prevailing hourly rate as established by the salary schedule in Appendix A of this Agreement.

Section 2. Charges against sick leave credits:

(A) An employee shall be entitled to charge accumulated sick leave credits for illness. Insofar as possible, the employee shall notify the Shift Officer of such illness not later than one-half (1/2) hour prior to the scheduled starting time of his shift, or if on leave, in accordance with the Department Manual of Personnel Procedures. If an employee fails to

notify the Shift Officer of such illness prior to the scheduled starting time of his shift, his pay for such day will be reduced and he shall be subject to discipline in accordance with the provisions set forth in Article XVIII below.

(B) An employee called into duty as a sick leave replacement shall be subsequently granted compensatory time off or paid, pursuant to the fill-in provision of this agreement.

(C) An employee who takes sick leave days shall furnish the Fire Chief with written verification, from a private physician, of his fitness to return to work upon the third and separate occasion of using said sick leave days in any one (1) calendar year. Written verification, from a private physician, shall also be required upon the use of sick leave for two (2) consecutive work days. All individuals scheduled to work Monday or the day following a holiday - after being off sick - shall be required to take Personal Leave Time or Compensatory Time to secure a physician's statement if required under this provision. All such statements shall state the reason for the illness.

Section 3.

In the event an employee resigns or retires or is laid off for six (6) months, he shall receive compensation in a sum equivalent to all of his accumulated sick leave credits as provided in Sections 1 (C), 1 (D), and 1 (E). In the event of death while an employee of the Department, his heirs shall receive equivalent compensation as herein provided for accumulated sick leave credits. If an employee is discharged he shall lose all accumulated sick leave credits. Laid-off employees shall not accumulate any sick leave credits.

Section 4.

The Department shall maintain and furnish to each employee a written annual report of accumulated sick leave and vacation leave upon his request. An employee shall also have reasonable access to his personal record upon special request.

Section 5.

Any employee taking no sick days per year, between January 1 and December 31, shall receive an additional three (3) sick days in his sick bank.

ARTICLE XIX

FUNERAL LEAVE

Section 1.

An employee shall be entitled to the four (4) calendar days immediately following the date of death per funeral with pay to make preparation for and attend the funeral and burial of an immediate member of his family; provided he or she attends the funeral. There will be an additional two (2) calendar days granted for travel if the funeral is out of the State.

Section 2.

An immediate member of the family for this purpose shall be deemed to be a husband, wife, parent or parent of a current spouse, brother, sister, the employee's children, grandchildren and grandparents.

Section 3.

An employee shall be allowed the day of the funeral in the case of a deceased brother-in-law or sister-in-law, plus such travel time as is necessary, not to exceed a total of three (3) calendar days; provided he attends the funeral. Any additional time shall be charged against the employee's leave time.

ARTICLE XX

PERSONAL LEAVE TIME

Section 1.

Each employee in the Firefighting Division shall be entitled to forty-eight (48) hours in special leave time per year subject to the conditions listed in section three (3) below.

Section 2.

An employee in the Fire Prevention Division shall be entitled to forty (40) hours in special leave time per year provided he has completed fifteen (15) years of service with the Department; otherwise an employee in the Division shall be entitled to sixteen (16) hours in special leave time per year. This section is also subject to the requirements and conditions listed in section three (3) below.

Section 3.

An employee desirous of taking personal leave time shall be subject to the requirements and conditions contained in A and B below.

(A) Requirements

1. Leave time shall be granted by the Chief, or his designee, only after such time as the minimum manpower requirement, five (5) men, has been met.

Note: Minimum manpower, in this section, refers only to this (A) provision of the contract and no other provision. It is not the intent of the parties to establish a minimum number of personnel within the Fire Department.

2. If leave time is taken on any holiday, it shall be taken in a twenty-four (24) hour block. For members of the Fire Prevention Division, the block shall consist of eight (8) hours.
3. All other leave time shall be taken in two (2) hour blocks up to twenty-four (24) hours.
4. An employee requesting time must report for duty on the day requested or call the commanding officer, at least one (1) hour prior to the start of the shift, on the morning of the day requested in order to insure the fact that minimum manpower shall be on duty.

(B) Conditions

1. There shall be no trading of leave time.
2. Leave time shall be pro-rated from July 1st to June 30th of each fiscal year.
3. If leave time is unused as of June 30th of any fiscal year, it shall not be accumulated and shall be forfeited.
4. There shall be no compensation paid to an employee for said unused leave time.

ARTICLE XXI

OCCUPATIONAL DISABILITY COMPENSATION

In the event of injury, sickness or disease suffered or contracted by any member of the Fire Department, and arising out of and in the course of his employment which qualifies the employee for compensation under the Workmen's Compensation Laws of the State of Michigan, the City shall pay unto such employee the difference between the employee's regular weekly pay and the amount received under the Workmen's Compensation Laws of the State of Michigan for a period not to exceed one (1) year from and after the date of said injury, sickness, or disease. The City further agrees that no charge against the employee's accumulated sick leave credits shall be made on account of time lost as a result of such injury, sickness, or disease.

ARTICLE XXII
INSURANCE BENEFITS

Section 1.

To be eligible for life insurance coverage, an employee must have achieved seniority and be working full time.

Section 2.

The City shall provide term life insurance for each employee payable \$8000.00 upon death and \$500.00 per month for thirty-six (36) months to his survivor. The employee shall be authorized, at his own expense, to provide additional coverage for himself or his dependents if he so desires.

Section 3.

The City shall provide accidental death and dismemberment insurance in the amount of \$6000.00 on each employee.

Section 4.

The Employer shall select or change the insurance carrier or carriers or establish a self-insured plan in its discretion and shall be entitled to receive any dividends, refunds or rebates earned without condition or limit of any kind.

Section 5.

When employment or seniority is interrupted by quit or leave of absence, all insurance coverage continues only for the balance of the month in which termination occurs. When employment or seniority is interrupted by discharge, all insurance coverage will terminate immediately after

discharge appeals are exhausted. When employment or seniority is interrupted by lay-off insurance coverage shall terminate one hundred eighty (180) days after lay-off occurs.

Section 6.

All benefits shall be subject to standard provisions set forth in the policy or policies.

ARTICLE XXIII

HOSPITALIZATION INSURANCE

Section 1.

The Employer agrees to provide group hospitalization medical coverage for each employee covered by this Agreement and his family under the Blue Cross-Blue Shield MVF-2 Plan with Master Medical and a \$1.00 deductible drug rider; provided, however, the Employer and the Union may change insurance carrier or carriers or be self-insured to provide like benefits, upon mutual consent of the parties.

Section 2.

The Employer shall pay the necessary premium or premiums for such hospitalization medical coverage.

Section 3.

Benefits for otherwise eligible new employees will become effective on the first day of the calendar month following the 30th calendar day of employment.

Section 4.

When employment or seniority is interrupted by quit or leave of absence, all insurance coverage continues only for the balance of the month in which termination occurs. When employment or seniority is interrupted by discharge, all insurance coverage will terminate immediately after discharge appeals are exhausted. When employment or seniority is interrupted by lay-off insurance coverage shall terminate one hundred eighty (180) days after lay-off occurs.

Section 5.

The Employer shall have no obligation to duplicate any benefit the employee received under any other policy with any other employer notwithstanding the circumstances or eligibility, amount or duration of benefits, and it shall be the obligation of the employees to inform the Employer of any and all insurance coverage enjoyed by said Employee other than the coverage provided by the Employer in this Agreement.

Section 6.

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.

Section 7.

It is specifically understood and agreed that benefits shall cease upon death of the employee whether or not the period of the policy is exhausted and in the event the policy provides for survivor benefits and there are no eligible survivors, no benefits shall be paid.

Section 8.

As a condition of continued receipt of benefits, the insurer has the right to have the employee examined at its expense while a claim is pending or being paid.

Section 9.

A. Effective July 1, 1979, the City shall provide each employee and all members of his immediate family (as defined by insurance carrier) with dental insurance, within the limitations provided in this Article, consisting generally of 60% co-insurance and \$25.00 deductible to a maximum benefit of \$600.00 per year for maintaining and partials, bridges, and other work in such class. The Employer shall select the insurance carrier which may or may not be the same carrier for other insurance provided herein.

B. Effective July 1, 1980, the City shall provide each employee and all members of his immediate family (as defined by insurance carrier) with dental insurance, within the limitations provided by this Article, consisting generally of 75% co-insurance and \$25.00 deductible to a maximum of \$600.00 per year for maintaining and partials, bridges, and other work in such class. This provision is applicable to retirees who retire after July 1, 1980. The Employer shall select the insurance carrier which may or may not be the same carrier for other insurance provided herein.

Section 10.

Effective July 1, 1980, the City shall provide each employee and all members of his immediate family an Optical Insurance Plan equivalent to the Co-op Optical Service Program and the City's premium cost shall not exceed \$30.00

Section 11. Hospitalization Coverage

Subsequent to July, 1980, a study committee will be formed composed of three (3) members of the Firemen's Union and three (3) members selected by the Employer, to look into the possibility of becoming self-insured or

picking up a different carrier with the same coverage that is presently provided employees.

ARTICLE XXIV

RETIREMENT AND RETIREMENT INSURANCE BENEFITS

Section 1.

An employee retiring after the effective date of this Contract shall be provided with \$8,000.00 term life insurance paid by the City.

Section 2.

An employee retiring after the effective date of this Contract shall be provided with hospitalization insurance in accordance with the benefits he was receiving immediately prior to his retirement.

Section 3.

The above Sections 1 and 2 shall be subject to Sections 4 and 6 of Article XXII and Sections 5, 6, 7, and 8 of Article XXIII.

Section 4.

Negotiated Pension Benefit Changes.

The chapter (either Article XIII of the Green Book or Article II of the Red Book) of the City Charter relative to Police and Fire Retirement System is hereby amended as follows:

A. The Council will take appropriate amendatory action to effect the negotiated changes.

B. The changes are:

1. Upon separation or death, a member's contribution may be withdrawn regardless of service time.
2. "Average final compensation" shall be the average of the highest annual compensation received by a member for any

period of three years of a members last ten years of service.

3. The survivor or survivors of members shall receive an amount equal to fifty (50%) of said members retirement benefit. The previous options known as "A or "B" are eliminated.
4. A member shall have the option to elect to use up to three (3) years military service time as service time for retirement. Members not having military service time shall have up to two years credit to apply toward retirement service time. Appropriate contributions shall have to be made by members electing such option. *All such service time shall be purchased on or before July 1, 1980, based upon their salary for the 1980-81 fiscal year, otherwise, 30 to 90 days immediately prior to retirement, based upon their then current salary.*
5. All service time with the City shall be used to compute a member's pension benefit. Therefore, the service time accrued between twenty-five (25) and thirty (30) years of service is to be used to compute said benefits. Thus, retiree's pension would equal number of years of service times "the percentage" times average final compensation. The maximum would be seventy-five (75%) percent of the employee's average final compensation.
6. A member of the Fire Department will be permitted to earn as much on some job outside the employe of the City as he earns on a duty disability pension, provided:
 - a. Anything earned over and above the like amount he earns on a duty disability pension, outside the employe of the City, will be deducted from that amount due and owing him from

the City Police and Fire Retirement System while on a duty disability pension.

- b. He submits to physical examination yearly by a doctor of the River Rouge Police & Fire Retirement System's choosing.
 - c. That he discloses his W-2 form before April 15 of each tax year in order to qualify for a duty disability pension from the River Rouge Police and Fire Retirement System for the ensuing year.
7. The above pension benefits become effective February 23, 1977, and pertain to work in a firefighting capacity only.

ARTICLE XXV

UNIFORM, CLEANING AND FOOD ALLOWANCES

Section 1.

A. Effective 7/1/79, the City shall pay each employee of the Fire Department a uniform and cleaning allowance of \$450.00 payable the first pay period in August.

B. Effective 7/1/80, the City shall pay each employee of the Fire Department a uniform and cleaning allowance of \$500.00 payable the first pay period in August.

C. Effective 7/1/81, the City shall pay each employee of the Fire Department a uniform and cleaning allowance of \$600.00 payable the first pay period in August.

Section 2.

The City shall pay each employee of the Fire Department, as food allowance, five hundred thirty-seven (\$537.00) dollars per year, payable the first pay period in October of each year.

ARTICLE XXVI

TRAINING AND EDUCATION

Section 1.

Any employee required by the Employer to attend any training school or seminar shall be paid for such hours at his straight hourly rate of pay. The cost of such training, including travel and lodging, shall be paid by the City.

Section 2.

In the event of alleged discrimination by the Employer's representative in requiring employees to attend such training schools or seminars, the employee shall have the right to request a Special Conference as provided in this Agreement to discuss the representative's alleged misconduct.

Section 3.

Employees required to attend in-service training sessions shall be paid at their regular rate of pay. Employees who have completed one (1) year of service with the Fire Department shall not be required to attend more than one (1) in-service training session per week, provided, however, such limitation shall not apply to training sessions concerning new or improved equipment.

Section 4.

An unpaid leave of absence not to exceed nine (9) months may be granted for college educational purposes, provided that the course of study is approved by the Public Safety Commission as such that it will assist the employee in developing additional skills which are directly

related to the employee's employment with the Employer and which leave is authorized by the Mayor and Council. Acceptance of employment or working for another employer while on such leave of absence shall result in immediate and complete loss of employment with the Employer, without recourse.

Section 5.

Every member of the Department shall learn the various phases of the Department as required by the Fire Chief and all of the equipment used in the Department and may be assigned to operate any equipment by the Shift Officer when necessary.

ARTICLE XXVII

SENIORITY

Section 1.

Classification Seniority shall be measured from the date an employee first worked in the classification to which he is assigned. Departmental seniority shall be determined by the employee's length of service in the department. Time spent in the armed forces on military leaves of absence shall not exceed four (4) years and time lost because of duty connected disabilities or authorized leaves shall not exceed two (2) years. Said time shall not exceed the four and two year limitations respectively for purposes of departmental seniority.

Section 2.

An up-to-date seniority list showing the names, length of service dates, the department rank shall be furnished the association every six (6) months. A copy shall also be maintained by the department for inspection by members.

Section 3.

A. An employee's employment shall terminate if:

1. The employee resigns or quits, or
2. The employee is discharged, or
3. The employee is absent from work for five (5) consecutive days without notifying the Employer of an acceptable reason to the Employer for such absence, or
4. The employee gives a false reason for requesting a leave of absence or overstays a leave of absence without advising the Employer of an acceptable reason to the Employer, or
5. A settlement has been made with the employee for total disability

or

6. The employee falsified pertinent information on his application for employment, or
7. The employee is retired, or
8. The employee participates in any strike, sit down, slow down, stay in, curtailment of work, or any picketing on any regularly scheduled work day during the term of this Agreement.

B. An employee's seniority shall be frozen:

1. Pursuant to subsections one (1) through eight (8) of the A portion of this section, or
2. The employee is suspended for in excess of one (1) month.

Section 4.

Seniority shall be applied by the Employer in establishing vacation or furlough schedules as set forth in Article XVIII, Section 5, consistent with the efficient operation of the Department.

Section 5.

In the event it becomes necessary to reduce the number of department employees, departmental seniority shall govern layoffs and recalls. The employee with the lowest seniority shall be the first laid off and the last to be recalled. The employer shall not transfer any bargaining unit employee to a position outside the bargaining unit, without first notifying the Union of the contemplated transfer and informing the Union concerning the nature of such position including the rate of pay, benefits and other working conditions, pertaining to such position. In the event that a bargaining unit employee accepts a position outside the bargaining unit or in another departmental classification, his seniority pertaining to

promotion in his original classification will thereby be frozen. In the event that the employee was re-assigned to his original classification, he would return to that classification with the seniority he had previously accumulated in that classification.

Section 6.

The claim of any employee that he has been transferred, re-assigned, or denied a job opening in accordance with the terms of this Agreement, without just or reasonable cause, shall be subject to the grievance procedure as herein provided.

Section 7.

All newly hired employees shall serve a probationary period of one (1) year, uninterrupted by any type of service break, during which time they will be termed "probationary employees". Probationary employee's service may be terminated at any time by the Employer in its sole discretion and neither the employee so terminated nor the Union shall have recourse to the grievance procedure over such termination.

ARTICLE XXVIII

PARITY

Section 1.

The following Articles shall be considered parity Articles between this contract and the City of River Rouge/F.O.P. Contract and are listed as comparable Articles.

Firefighters Local 517 Contract:

F.O.P. Lodge 127 Contract:

- | | |
|--|--|
| 1) Work Week - 50.4 hours per week scheduled | 1) Hours of Employment - 80 hours per two week schedule |
| 2) Call-in-time - pay based on 2080 hours at time and one half with two hour minimum guarantee | 2) Call-in-time - pay at the rate of time and one half with three hour minimum guarantee. |
| 3) Fill-in-Time - per Article XV | 3) No Comparable |
| 4) Court time - pay based on 2080 hours at time and one half with two and four hour minimum | 4) Court time - pay at the rate of time and one half with two and four hour minimum. |
| 5) No Comparable. | 5) Shift premium - 25¢ per hour for afternoons and 30¢ per hour for midnights. |
| 6) Holiday Pay - Sixteen (16) twenty-four hour days | 6) Holiday Pay - Sixteen (16) eight hour days |
| 7) Vacation - eleven twenty-four hour days base with longevity increases | 7) Vacation - twenty-four eight hour days base with longevity increases. |
| 8) Sick Leave - fifteen twenty-four hour days per year with 120 day maximum accumulation. | 8) Sick Leave - fifteen eight hour days per year with a 120 day maximum accumulation |
| 9) Funeral Leave - one and five twenty-four hour day leaves | 9) Funeral Leave - one and five eight hour day leaves |
| 10) No Comparable | 10) Gun Allowance - \$365 per year for carrying a gun. |
| 11) Personal Leave Time - forty-eight (48) hours per year | 11) Personal Leave Days - three eight hour days per year with two days of longevity increase |

Firefighters Local 517 Contract:

F.O.P. Lodge 127 Contract

- | | |
|--|---|
| 12) Disability Pay - difference between regular rate of pay and Workmen's Compensation up to a one year maximum | 12) Disability Pay - difference between regular rate of pay and Workmen's Compensation up to a one year maximum |
| 13) Life Insurance - \$8000 upon death with \$500 per month for 36 months to survivor. \$6000 A.D.D. | 13) Life Insurance - \$8000 upon death with \$500 per month for 36 months to survivor. \$6000 A.D.D. |
| 14) Hospitalization - Blue Cross/Blue Shield MVF-2 Plan with Master medical and \$1 deductible Drug Rider, Family dental & Optical | 14) Hospitalization - Blue Cross/Blue Shield MVF-2 Plan with Master Medical and \$1 deductible Drug Rider and Family dental & optical |
| 15) Insurance on Retirement - \$8000 Life Insurance and Hospitalization | 15) Insurance on Retirement - \$8000 Life Insurance and Hospitalization |
| 16) Uniform and Cleaning Allowance 1979 - \$450; 1980 - \$500; 1981 - \$600 | 16) Uniform and Cleaning Allowance 1979 - \$450; 1980 - \$500; 1981 - \$600 |
| 17) Food Allowance - \$537 per year | 17) No Comparable |
| 18) Rates of Compensation - present annual rates. No comparable | 18) Rates of Compensation - present annual rates. No comparable. |
| 19) Overtime - As per existing Articles | 19) Overtime - pay at the rate of time and one half for hours in excess of regular 80 hr. schedule |
| 20) Longevity Pay - \$120 plus \$20 for each additional year of service | 20) Longevity Pay - \$120 plus \$20 for each additional year of service |
| 21) No Comparable | 21) Specilized Pay - \$108 per year for operation of breathalyzer |
| 22) Duration - length of contract period | 22) Duration - length of contract period |

The above Articles, based on the Fire Department Firefighting Division and the Police Department Uniform Division, while not necessarily equal in themselves are determined to be equal when taken as a whole. It is mutually acknowledged that different language or terms may have to be included in the various Articles to properly consider the Fire Department Fire Prevention Bureau and the Police Department Detective Bureau.

Section 2.

Economic parity shall exist between the City of River Rouge/Firefighters Local 517 Contract and the City of River Rouge/F.O.P. Lodge 127 Contract. There shall not be parity between the various ranks of the two Departments for the duration of this Contract.

Section 3.

It is agreed that this Contract as of the date of execution and the F.O.P. Lodge 127 Contract as of _____ are equal. All future adjustments will be made in order to keep the total economic package equal.

Section 4.

Any new economic item not listed in Section 1 granted to the F.O.P. Lodge 127 shall be the subject of an appendix to this Contract providing a similar comparable benefit.

Section 5.

After making all comparable adjustments, the total dollar value of any wage adjustment and other economic improvements granted to the F.O.P. Lodge 127, divided by the number of men in such unit times the number of men represented by Local 517, shall be the total economic package. The Employer and the Union shall determine through collective bargaining the manner in which the total value of such economic package applicable to the Firefighter's bargaining unit pursuant to this parity provision shall be allocated among the Employees in such bargaining unit. If the parties fail to reach agreement upon such allocation within thirty (30) days from the commencement of bargaining or within such longer period as may be mutually decided, the

total value divided by the number of men in the unit shall be allocated equal as an equal flat dollar amount to each Employee.

Section 6.

It is mutually agreed that any benefits or the value assigned any benefits whether or not set forth in the appendixes for the purpose of maintaining parity between the F.O.P. Contract and the Firefighter's Contract have been considered in settling the equality of the Contracts and shall not be subject to additional bargaining once the necessary parity adjustments are agreed upon. However, should the Employer re-open or unilaterally grant any additional benefits or wages to the F.O.P. after such agreement, the Firefighters' Local 517 shall have parity with regard to such economic adjustments on a per capita basis. It is not the intent of this Section to bar consideration of any economic items overlooked in Section 1.

ARTICLE XXIX

PROMOTIONS

Section 1.

The Parties agree that there shall be only one (1) person in the Fire Prevention Bureau.

Section 2. Present Plan (Pertaining to all members of the Department hired prior to August 1, 1977)

When a vacancy occurs in the ranks, the opportunity for promotion to bargaining unit positions to be filled above the rank of Pipeman shall be filled on the basis of department seniority. If the Chief does not recommend an employee for a promotion for which he would otherwise be eligible on the basis of his departmental seniority, the Chief shall so advise the employee in writing and the Chief shall have the burden to justify said denial with documentary evidence to the Public Safety Commission supporting his denial of the promotion. Within (15) calendar days of the receipt of such written notification, the employee may request a hearing before the Public Safety Commission at which time the Chief shall explain the documentary evidence supporting his denial of a recommendation for promotion of the employee. If the Public Safety Commission concludes that the Chief has offered compelling reasons why an employee should not be promoted it shall deny the promotion and; if a grievance is filed based upon said denial, the opportunity for the promotion shall not be offered to any employee with less seniority until such time as the grievance procedure has been exhausted and the arbitrator has made a finding as to whether or not the Chief satisfied his burden of providing compelling reasons for fail-

ure to promote the most senior person, or the aggrieved party has chosen not to pursue the matter further.

Section 3. New Plan

It is understood by and between the parties that all individuals hired subsequent to August 1, 1977, as Fire Fighters, in the City of River Rouge will come under the new organizational plan which is attached hereto.

Section 4. Hirees subsequent to August 1, 1977

All members of the Department hired subsequent to August 1, 1977, shall not be promoted - pursuant to the re-organizational plan - unless said promotion is recommended by the Chief and concurred with the Commission of Public Safety.

Section 5. Probation/Felony

No member of the Department who shall have been placed on probation or convicted of a felony shall be promoted during such time as said probation is in effect and/or the sentence for said felony is being served, whether actual incarceration or probation. This provision is effective only if said member has not been dismissed as a result of the above mentioned infractions.

Section 6. Qualifications for promotion to Department Instructor

- A. At least a "B" Certificate in the Instruction as required by the Fire Fighters Training Council of Michigan, to be renewed annually.
- B. Instructors Card from the American Red Cross, to be renewed annually.
- C. Instructors Card in C.P.R. from the Michigan Heart Association, to be renewed annually.

D. A Certificate in Emergency Medical Technology (E.M.T.) as required by the Michigan Department of Health.

The above promotion shall be filled by seniority, if the senior man has the necessary credentials. If not, the rank shall be offered to the next senior man and so on.

E. The present Department Instructor must within six (6) months after the effective date of this contract, or whenever the Chief can make arrangements, obtain an E.M.T. Card.

Section 7. Qualifications for promotion to Fire Marshall

A. The parties agree that, under either of the organization plans, that there shall be only one (1) Fire Marshall or Arson Investigator in the Fire Prevention Bureau.

B. The employee must be certified by the Michigan State Police, Fire Marshall's Division, in all building inspection procedures. (P.A. 3 of 1978), to be renewed annually.

C. A Certificate in Arson Detection and Investigation by the Michigan State Police Fire Marshall's Division, to be renewed annually. This is a five (5) day school.

D. Knowledge of basic hydraulics, hydrants, water mains, etc.

E. Knowledge of all ordinance, building codes, and fire codes, of the City of River Rouge, State of Michigan and the N.F.P.A.

F. Successful completion of the basic Police Academy School.

The above promotion shall be filled by seniority if the senior man has the above requirements as determined by guidelines set up by the Safety Commission and the Chief.

Section 8. Field Test for promotion to Engineer

A. A field test is to be given the candidate six (6) months prior to his promotion to the rank of engineer. Test is to be conducted by the Department Instructor and the Fire Chief or Assistant Fire Chief. If the above parties cannot determine whether an applicant is qualified; the above parties will submit their respective arguments to the Public Safety Commission who shall make the final determination.

B. The candidate may take, upon his own option - with one week's notice, the field test once every 45 days within the six (6) month period.

C. The field test is as follows:

1. Candidate must be familiar with streets and numbers, business and industrial locations.
2. He must be familiar with locations and flows of hydrants.
3. He must be able to check and maintain fire service vehicles.
4. He must know how to hook up flood lights and exhaust fans.
5. He must be familiar with raising ladders and types of ladders.
6. He must be familiar with all reducers, couplings, and siameses.
7. He must be familiar with nozzle pressures of 1", 1½", 2½", and master streams and volumes of water discharge.
8. He must be familiar with friction loss in 1", 1½", 2½", 3" and 4" lines and lay outs.
9. He must be familiar with pumping higher or lower elevations and friction loss calculations.
10. He must know how to use the eductor with foam.
11. He must know how to draft.
12. He must know how to relay water from one pumper to another.
13. He must know how to pump into standpipe, sprinkler and related pressures.

14. He must know how to pump into squirt, raised platform or snorkle.
15. He must know how to operate all pumpers, driving, gears and pumping gears, and booster pumps.
16. He must know how to station pumper correctly at a fire.
17. This shall be reviewed by all Engineers every six (6) months.

ARTICLE XXX

OVERTIME

Section 1.

If requested to work overtime, an employee will be expected to do so unless he is excused for good cause. Employees in the Fire Fighting Division shall be paid overtime for all hours in excess of the regularly scheduled work week (50.4 hours in a 28 day cycle) where required by the Employer. Employees in the Fire Prevention Division shall be paid overtime for all hours in excess of the regularly scheduled work week of 40 hours.

Section 2.

The rate of overtime pay shall be one and one-half ($1\frac{1}{2}$) times the employees' regular hourly rate excluding all forms of premium pay.

Section 3.

Overtime pay shall not be pyramided or compounded or paid twice for the same hour worked; and shall be applicable only in instances not covered by other provisions of this agreement.

ARTICLE XXXI
LONGEVITY PAY

Section 1.

In recognition of length of service, the City shall pay regular full-time employees who have attained seniority longevity pay.

Section 2.

Longevity pay shall be \$120.00 upon completion of one year of service and an additional \$20.00 per year upon completion of each subsequent year of service up to a maximum of \$500.00 longevity pay.

Section 3.

The longevity pay eligibility year shall be the time between the employee's anniversary date of most recent hire and one year thereafter and in yearly periods thereafter.

Section 4.

Longevity pay shall be paid the first payroll following an employee's anniversary date of hire.

ARTICLE XXXII

EMPLOYER & EMPLOYEES SAVINGS CLAUSE

Section 1.

The Employer and Employees agree that all conditions of employment relating to pensions, direct wages, overtime, vacations, sick leave, holidays, longevity, and insurance benefits in effect at the execution of this Agreement, except as changed herein, shall remain in full force and effect during the term of this Agreement.

Section 2.

The Employer and Employee will make no change in the above listed conditions of employment during the term of employment, either contrary to the provisions of this Agreement or otherwise, unless mutually agreed upon by the Union and the Employer.

Section 3.

The Employer and Employee mutually agree that a firefighter works a total number of hours in a given year which compute to 50.4 hours per week in a twenty-eight day cycle averaged over a year.

ARTICLE XXXIII

WAIVER CLAUSE

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. They, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXXIV

SEVERABILITY CLAUSE

Section 1.

Should any court of law or the Michigan Employment Relations Commission rule that any part or parts of this Contract are void or of no effect, the remaining parts of the Contract shall continue to be binding on the parties.

ARTICLE XXXV

INTENT/RE-ORGANIZATION

Both the parties realize that the plan of re-organization agreed upon by both parties is viable and necessary to the institution of an efficiently operated Fire Department. Said plan of re-organization was rendered in consideration for the granting of promotions within the Fire Department. It is agreed by and between the parties that said re-organization plan shall remain a part of all future contracts and shall not be deleted for any reason unless both parties agree to delete the same. Both parties also agree that said present organizational plan and the new plan of re-organization and their inclusion in the present and future contracts can be interpreted by an arbitrator but not deleted from any present or future contracts unless mutually agreed upon by the parties. Said present plan is to be phased out and the new organizational plan is to be instituted. When this occurs, the present plan is to be deleted and the new plan will remain a part of future contracts unless the deletion is mutually agreed upon pursuant to the above conditions. In the event a dispute arises with respect to the interpretation or application of the present or new plan of re-organization, the parties agree to submit said dispute to arbitration under the grievance arbitration procedure in the grievance article of the contract. Both parties agree that the rank of Lt. Instructor will be abolished immediately.

ARTICLE XXXVI

PENSION COMPUTATION (HIREES AFTER 1/1/80)

Subsequent to 1/1/80, all new hirees shall have computed for final average compensation, for pension purposes, the following items only:

1. Salary (Base)
2. Longevity
3. Shift Differential
4. Holidays & Sick Days earned during the year the employee retires.

1981 - 1982

<u>Number</u>	<u>1980-81</u>	<u>Plus</u>	<u>8.5%</u>	=	<u>Salary</u>	+	<u>Differential</u>	=	<u>Salary</u>
1 Fire Marshal	\$27,000	+	\$2,295	=	\$29,295	+	\$200	=	\$29,495
2 Captains	\$26,201	+	\$2,227.85	=	\$28,428.85	+	\$200	=	\$28,628.85
1 Chief Engineer	\$25,701	+	\$2,184	=	\$27,885	+	\$200	=	\$28,085
1 Captain Engineer	\$25,451	+	\$2,163	=	\$27,614	+	\$200	=	\$27,814
3 Lieutenants	\$25,112	+	\$2,134	=	\$27,246	+	\$200	=	\$27,446
10 Sergeants	\$24,076	+	\$2,046	=	\$26,122	+	\$200	=	\$26,322
1 Four Year Pipeman	\$23,000	+	\$1,955	=	\$24,955				\$24,955
4 Three Year Pipeman	\$22,085	+	\$1,877	=	\$23,962				\$23,962

1980 - 1981

<u>Number</u>	<u>1979-80</u>	<u>Plus</u>	<u>8%</u>	=	<u>Salary</u>	+	<u>Differential</u>	=	<u>Salary</u>	+	<u>Adjustment</u>	=	<u>Salary</u>
1 Fire Marshal	\$24,532	+	\$1,963	=	\$26,495	+	\$100	=	\$26,595	+	\$405	=	\$27,000
2 Captains	\$24,168	+	\$1,933	=	\$26,101	+	\$100	=	\$26,201				\$26,201
1 Chief Engineer	\$23,627	+	\$1,890	=	\$25,517	+	\$100	=	\$25,617	+	\$ 84	=	\$25,701
1 Captain Engineer	\$23,389	+	\$1,871	=	\$25,260	+	\$100	=	\$25,360	+	\$ 91	=	\$25,451
3 Lieutenants	\$23,055	+	\$1,844	=	\$24,899	+	\$100	=	\$24,999	+	\$113	=	\$25,112
10 Sergeants	\$22,200	+	\$1,776	=	\$23,976	+	\$100	=	\$24,076				\$24,076
1 Four Year Pipeman	\$20,939	+	\$1,675	=	\$22,614					+	\$386	=	\$23,000
4 Three Year Pipeman	\$20,383	+	\$1,631	=	\$22,014					+	<u>\$ 71</u>	=	\$22,085
											\$1,589		

Notes:

Above salary schedule includes a \$69.00 parity shift differential commencing July 1, 1979.

The parties understand and mutually agree that the salary increase for the 1976/1977 year (\$600.00) reflects the difference in the 70% (Policemen) and 75% (Firemen) pension provisions in the respective contracts pursuant to the parity provision contained in the Firemen's Contract.

APPENDIX A

In accordance with Article XXVIII the following pay schedule shall prevail:

	<u>79/80</u>	<u>80/81</u>	<u>81/82</u>
Fire Marshal	\$24,532	\$27,000	\$29,495
Captains	\$24,168	\$26,201	\$28,628
Chief Engineer	\$23,627	\$25,701	\$28,085
Captain Engineer	\$23,389	\$25,451	\$27,814
Lieutenants	\$23,055	\$25,112	\$27,446
Sergeants	\$22,200	\$24,076	\$26,322
Pipeman - 4 yrs.	\$20,939	\$23,000	\$24,955
Pipeman - 3 yrs.	\$20,383	\$22,085	\$23,962
Pipeman - 2 yrs.	\$19,761	\$21,342	\$23,156
Pipeman - 1 yrs	\$18,691	\$20,187	\$21,903
Pipeman - 6 months	\$18,103	\$19,551	\$21,213
Starting	\$16,050	\$17,334	\$18,807
Instructor (flat amount)	\$535	\$577	\$626

Educational Incentive Bonus - Educational incentive shall be paid. effective July 1, 1977, for all employees who shall have achieved the following:

Associates Degree	\$100.00
B.A. Degree	\$200.00
M.A. Degree	\$300.00

These payments are to be made annually to all qualified employees. This provision pre-empts council resolution pertaining to same.

ARTICLE XXXVII

INSURANCE COMMITTEE

The parties agree that a committee - composed of three (3) members of Local 517 (selected by the Employer) and the Financial Advisor of the Police and Fire Pension Board - shall meet to discuss the feasibility of employees withdrawing their contributions and earned interest from the Police/Fire Retirement System, at the time of their retirement, by arriving at a formula; thereby receiving a reduced pension allowance from the Retirement System.

NOTE: Said plan will be implemented only when both the Fire Fighter's Union and the Employer consent to the implementation thereof.

ARTICLE XXXVIII

DURATION AND TERMINATION

Section 1.

This Agreement shall be effective _____ and shall remain in full force and effect coterminous with the City of River Rouge and F.O.P. Lodge 127 Contract and for consecutive annual periods thereafter, unless notice is given in writing by either the Association or the City, to the other party at least sixty (60) days prior to the Contract termination date or any anniversary thereafter, of its desire to modify, amend, or terminate this Agreement.

Section 2.

If such notice is given, this Agreement shall be open to modification, amendment, or termination as such notice may indicate on _____ or the subsequent anniversary date as the case may be; provided, however, the other party upon receipt of notice to modify or amend may give notice of termination within thirty (30) days thereafter.

IN WITNESS WHEREOF, the parties have executed this Agreement on the

4th day of November, 1980.

RIVER ROUGE FIRE FIGHTERS ASSOCIATION
INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS AFL-CIO, LOCAL NO.517

CITY OF RIVER ROUGE, MICHIGAN

Bobby L. Jackett

James Doig, Jr.
JAMES DOIG, JR., MAYOR

Keith Di Maria

Park D. Richardson, Jr.
PARK D. RICHARDSON, JR. CITY CLERK

Milton K. Nixon

Esby B. Wilkha

Dated: November 4, 1980

Dated: November 4, 1980