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STATE OF MICHIGAN  
MICHIGAN EMPLOYMENT RELATIONS COMMISSION

In the Matter of the Arbitration between:

CITY OF WARREN

-and-

MERC ACT 312

Case No. 82-H3493

WARREN PROFESSIONAL FIRE FIGHTERS  
ASSOCIATION, LOCAL NO. 1383

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APPEARANCES:

Earl R. Boonstra

Counsel for the City

Gordon A. Gregory

Counsel for the Union

PANEL MEMBERS:

Robert A. McCormick

Chairman

Earl R. Boonstra

City

Wallace E. Webber

Union

DEC 21 1982  
10:20 AM  
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### OPINION AND AWARD

The undersigned Chairman of the Arbitration Panel was appointed by the Michigan Employment Relations Commission by letter dated January 6, 1983. On May 12, 1983, a prehearing conference in this matter was held and a prehearing summary was issued. That summary reveals that 27 issues were unresolved by the parties.

Hearings in this matter were conducted on November 28, 1983, December 2, 1983, January 12, 1984, February 3, 1984, February 7, 1984, February 9, 1984, February 17, 1984, February 24, 1984, April 18, 1984, May 3, 1984, May 23, 1984, June 29, 1984, July 18, 1984. The parties had full opportunity to present proofs and 113 exhibits were received by the Panel. During the course of the hearing the matter was remanded to the parties, pursuant to Section 7a. of the Act for further negotiations.

On or about March 2, 1984, an Arbitration Panel chaired by Robert G. Howlett, Esq., rendered an award in the matter of the Arbitration between the City of Warren and the Warren Police Officers Association<sup>1</sup>.

On October 22, 1984, the parties informed the Chairman that all outstanding issues with the exception of wages, residency, and cost of living adjustment (COLA) had been resolved and agreed to by the parties. The parties also adopted the findings of fact

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<sup>1</sup>MERC Case No. D82C1584.

set forth in the award governing the Police Officers Association Unit and agreed that the introduction of additional evidence was no longer necessary.

All issues resolved by the parties are contained in the attached Collective Bargaining Agreement. Although the parties were not able to resolve the three issues of wages, COLA and residency, the Panel members appointed by the parties did agree, after consultation with their principals, to waive the last offer of settlement requirement of Section 8. of Act 312 as applicable to the issue of wages and COLA, both of which the Panel determined to be economic. The Panel has, therefore, approved this Opinion and Award of wages and COLA without adopting either the City or Union's last offer. In the case of residency, the Panel, with one dissent, decided to adopt the position of the Union on residency. The Panel's decisions regarding wages, residency and COLA are also set forth in the attached Agreement and constitute the Award of this Panel.

The Panel's determinations with respect to the issues of wages, residency and COLA follows:

Section 9. of the Statute requires the Panel to consider the following factors in arriving at its Award: (a) the lawful authority of the employer; (b) stipulations of the parties; (c) the interests and welfare of the public and the financial ability of the unit of government to meet those costs; (d) comparison of the wages, hours and conditions of employment of the employees

involved in the arbitration proceeding with the wages, hours, and conditions of employment of other employees performing similar services and with other employees generally:

(i) In public employment in comparable communities;

(ii) In private employment in comparable communities.

(e) the average consumer prices for goods and services, commonly known as the cost of living; (f) the overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received; (g) changes in any of the foregoing circumstances during the pendency of the arbitration proceedings; (h) such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact finding, arbitration or otherwise between the parties, in the public service or in private employment.

The Panel has considered the applicable factors required by Section 9. as hereinafter discussed. The opinion is written by the Chairman.

Earl R. Boonstra, who served as counsel for the City, was designated by the City as a member of the statutory panel. Wallace E. Webber was designated by the Association as a member of the statutory panel.

## I. WAGES

The Union relies in support of its position on the comparison of wages earned by its members with wages earned by firefighters in comparable communities. The City relies on factor (c)--the so called "ability to pay" factor.

The evidence reveals that firefighters in Warren have received no increase in wages since 1980. At the same time, the cost of living, as represented by the C.P.I.--W., has increased from an index of 252 in 1980 to more than 304 as of July, 1983.<sup>2</sup>

A comparison of the base wage rates of firefighters (maximum) with wages earned by firefighters in comparable communities shows that as of July 1, 1980, firefighters in Warren ranked third among the 14 comparable communities: Southfield, Westland, Warren, Royal Oak, St. Clair Shores, Dearborn Heights, Livonia, Sterling Heights, Lincoln Park, Redford Township, Dearborn, Pontiac, Roseville, Taylor.<sup>3</sup>

A comparison of wages among those same communities as of July 1, 1983, however, shows that Warren firefighters had dropped to 12 among the comparable communities.<sup>4</sup>

The award contained in the attached Collective Bargaining Agreement keeps the salary earned by Warren firefighters in line with those enjoyed by firefighters in comparable communities. At

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<sup>2</sup>Union Exhibit 21.

<sup>3</sup>Union Exhibit 15.

<sup>4</sup>Union Exhibit 16.

the same time, the Panel has considered the financial difficulties experienced by the City of Warren as they bear on the City's ability to pay.

Thus, for example, the City ranks first among comparable communities in the percentage of general fund expenditure for firefighting<sup>5</sup> and third in per capita dollars spent for fire fighting needs.<sup>6</sup>

The evidence also reveals that the so-called revenue short-fall increased substantially in 1984 over 1983<sup>7</sup> and that the City's total expenditures are growing at a rate faster than the revenues received from property taxes--the City's primary source of income.<sup>8</sup> Moreover, the City has experienced numerous major business closings<sup>9</sup> and the increase in real and personal property assessed valuation has leveled.<sup>10</sup> The Panel has taken cognizance of the Award in the matter involving the police officers and has determined that the City has the ability to pay to the extent awarded in this decision.

## II. COLA

The cost of living adjustment to be received by the fire fighters accords with the experience in comparable communities viewed in light of the stress placed upon the City's financial well being.

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<sup>5</sup>Employer Exhibit 27.

<sup>6</sup>Employer Exhibit 28.

<sup>7</sup>Employer Exhibit 40 and 42.

<sup>8</sup>Employer Exhibit 44.

<sup>9</sup>Employer Exhibit 48.

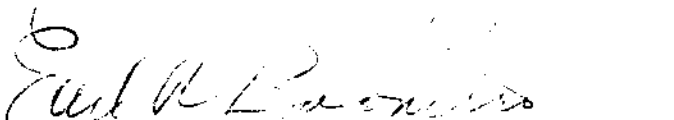
<sup>10</sup>Employer Exhibit 46.

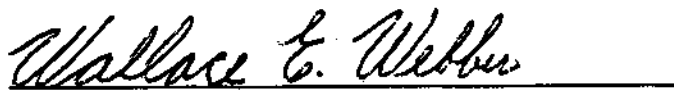
The Award of the Panel contained in the attached collective bargaining agreement, in this matter places the Warren Fire Fighters in a position which closely accords with the experience of firefighters in Dearborn, Lincoln Park, Pontiac, Royal Oak, St. Clair Shores, and Taylor. It is slightly less than the cost of living adjustment benefits for firefighters in Livonia (\$.01 for each .3 percent increase) and Roseville (\$300 awarded annually in addition to the COLA formula). Firefighters in Southfield, Sterling Heights, Dearborn Heights, and Westland have no COLA provision in their contracts, however, the overall comparison warrants its inclusion in the Warren agreement.

### III. RESIDENCY

As is indicated earlier in this Opinion and Award, the parties have adopted the findings of fact from Case No. D82C1584. This Panel is persuaded by the reasoning of the Award in the police officer case and adopts, as its own, the Award rendered in that matter which Award is contained in the attached collective bargaining agreement.

  
ROBERT A. MCCORMICK  
Panel Chairman

  
EARL R. BOONSTRA  
Delegate for the City,  
Dissenting on Residency

  
WALLACE E. WEBBER  
Delegate for the Union

DATED: October 29, 1984

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1984, between the CITY OF WARREN, MICHIGAN, a municipal corporation, hereinafter called the City and LOCAL 1383 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, also known as WARREN PROFESSIONAL FIRE FIGHTERS ASSOCIATION, AFL-CIO, hereinafter called the Union.

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

ARTICLE 1 - PURPOSE AND DEFINITIONS

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 of the community; to improve the public fire fighting 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 Warren, Michigan.

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

Whenever the singular number is used, it shall include the plural.

ARTICLE 2 - RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining representative of the employees of the Fire Department, with the exception of the Commissioner and civilian employees.



### ARTICLE 3 - MANAGEMENT RIGHTS

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 Constitution of the State of Michigan and of the United States. Further, all rights, which ordinarily vest in and are exercised by employers, except such as are modified, limited or relinquished herein, are reserved to and remain vested in the City.

### ARTICLE 4 - DUES DEDUCTION

The City shall deduct from the pay of each employee from whom it receives written authorization the amount established by the Union as dues, fees, and assessments. Such sums shall be forwarded to the Union within thirty (30) days after deductions have been made, together with a list of employees who had authorized such deductions and from whose pay no deductions were made. The reasons for not making deductions from the pay of the listed employees shall likewise be furnished the Union upon request.

### ARTICLE 5 - UNION ACTIVITIES

#### Section 1. General

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

## UNION ACTIVITIES - Continued

### Section 2. Released Time

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. Unit Representatives

Employees in each unit shall be represented by a unit representative, who shall be a regular employee of that unit.

The unit representatives may investigate and present grievances to the Employer during their regular working hours without loss of time or pay.

### Section 4. Paid Leaves

The Union shall be granted a total of six 24-hour days off with pay per fiscal year to attend state or international union conventions and seminars. Such time may be accumulated up to two (2) years. No more than two (2) employees per unit may be granted such leave at any one time. Request for leave for union business shall be submitted to the Commissioner at least thirty (30) days prior to such leave.

### Section 5. Unpaid Leaves

Employees elected to any union office or employees selected by the Union to do work which will require their absence from their employment may, at the written request of the Union, be granted a leave of absence. Such leave shall not exceed one (1) year, but may be renewed for a like period of time upon the request of the Union, with the consent of the department head and subject to the approval of the Mayor.

Members of the Union selected by the Union to participate in any other union activity may be granted a leave of absence at the request of the Union. Such leave shall not exceed one (1) month, but may be renewed upon the Union's request, with the consent of the department head and subject to the approval of the Mayor.

### Section 6. Bulletin Boards

The Union shall be provided suitable bulletin boards, including at least one (1) at each fire station and at least one (1) at each division headquarters, for the posting of union notices or other

materials. Such boards shall be identified with the name of the union and the Union may designate persons responsible therefor.

#### Section 7. Meetings

The Union may schedule meetings pertinent to Union or Fire Department business 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 8. Union Activities on Employer's Time and Premises

The Employer agrees that during working hours, on the Employer's premises, and without loss of pay, Union representatives shall be allowed to:

1. Attend negotiating meetings.
2. Transmit communications, authorized by the Local Union or its officers, to the Employer or its representative.
3. Consult with the Employer, its representatives, Local Union officers, or other Union representatives concerning the enforcement of any provisions of this agreement.

### ARTICLE 6 - OTHER AGREEMENTS AND ORGANIZATIONS

#### Section 1. Other Agreements

The City shall not enter into any agreements with its employees individually or collectively or with any other organization which in any way conflict 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 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 7 - WAGES

#### Section 1. General

(a) The salary schedule attached hereto as Exhibit A shall be in effect and payable in equal payments every second Thursday for the term of this agreement. An employee performing duties of a position specified in Exhibit A which is above his permanent classification shall receive the compensation specified in Exhibit A for that higher position, up to and including Captain performing Assistant Chief duties.

## WAGES - Continued

(b) For the purpose of this section, the higher duties must be assumed for a period of twelve (12) hours or more to require such compensation. Further, Sergeants performing duties of higher positions due to illness, injuries, or other absences of sixty (60) calendar days or less, furloughs, or other short-term authorized vacancies shall not be considered as working out of classification.

(c) A 40-hour employee who performs the work of a higher classification shall be compensated at the rate of the higher classification for all hours worked in the higher classification provided the employee performed the work of the higher classification for three consecutive workdays (24 consecutive work hours); if the employee performed the work of the higher classification for less than three consecutive workdays (24 consecutive work hours) no additional compensation shall be paid. It is not the intent of this paragraph to leave the position vacant for the purpose of avoiding the payment herein provided.

### Section 2. Longevity Pay

In addition to the salary schedule set forth in Exhibit A, the following longevity plan is agreed to:

Two percent (2%) of base pay after five (5) years of service.

Four percent (4%) of base pay after ten (10) years of service.

Six percent (6%) of base pay after fifteen (15) years of service.

Eight percent (8%) of base pay after twenty (20) years of service.

Ten percent (10%) of base pay after twenty-five (25) years of service.

The "maximum base" for the calculation of longevity pay shall be capped at \$15,000. Employees shall be paid this longevity pay on their anniversary date of service payable in the pay period in which the anniversary date falls.

Upon retirement or death, an employee will be entitled to receive a prorated longevity payment of one twelfth (1/12) of annual longevity payment for each completed month of service since last payment.

### Section 3. Overtime Pay

(a) Overtime pay shall be paid employees of the Fire Fighting Division for all work in excess of their regularly scheduled workday (24 consecutive hours) or workweek (56 hours). Such overtime shall be paid at one and one half (1½) times the employee's prevailing hourly rate, which for the purposes of this agreement shall be deemed to be the annual salary for such employees as set forth in Exhibit A attached hereto divided by 2,912 hours.

(b) Overtime pay shall be paid employees of the other Fire Department divisions for all work in excess of their regularly scheduled workday (8 hours) or workweek (40 hours). Such overtime shall be paid at one and one half (1½) times the employee's prevailing hourly rate, which for the purposes of this agreement shall be deemed to be the annual salary for such employees as set forth in Exhibit A attached hereto divided by 2,080 hours.

(c) Whenever possible, scheduled overtime will be equally distributed among all eligible employees in the same classification within the same unit.

### Section 4. Call Back Rates Including Court Time

(a) Employees working a fifty-six (56) hour week shall be guaranteed a minimum of 5.6 hours call back pay at the prevailing rate of pay.

(b) Employees working a forty (40) hour week shall be guaranteed a minimum of four (4) hours call back pay at the prevailing rate of pay.

(c) Any employee whose pay scale is above the rank of Captain shall not receive call back pay, with the exception of the Master Mechanic.

(d) Whenever possible, overtime resulting from call back will be equally distributed among all eligible employees in the same classification within the same unit.

### Section 5. Cost of Living

All employees covered by this agreement shall be entitled to receive a cost of living allowance as determined below:

WAGES - Continued

(a) The cost of living allowance will be determined in accordance with changes in the Consumers Price Index for All Urban Consumers, U.S. All Cities, published by the Bureau of Labor Statistics, U.S. Department of Labor (1967 = 100) and hereinafter referred to as the index.

(b) Quarterly, through June 30, 1983 each employee shall receive a one cent (\$.01) adjustment for each .4 increase in the index for all hours paid for during the previous quarter up to a maximum of eight cents (\$.08) per quarter. Payment shall be made by the second payday following the close of each quarter and shall be computed upon the index published immediately prior to the quarter upon which the cost of living payments are based. For example, quarterly payments that are made based upon the hours paid for during the October 1 to December 31 quarter shall be computed based upon the September 30 index. It is to be understood that the basic index for each successive quarter shall be as of the end of the previous quarter. The cost of living adjustments paid to bargaining unit employees as of June 30, 1983 shall not be increased; provided, however, that Section 5 of this article shall remain in the contract but no amount shall be paid thereunder for the period from July 1, 1983 to June 30, 1986.

(c) The amount of increase which has occurred from July 1, 1980 through December 31, 1980, and each six (6) months thereafter, up to a maximum of six cents (\$.06) per hour for 40-hour per week employees and .042858 cents per hour for 56-hour per week employees will be added to the pay rate for each classification covered by this agreement.

(d) Decreases in the index will not result in a downward adjustment in the amount added to the wage rate under the previous section. Recovery from decreases will not be reflected in the wage rate until the index rises above the previous maximum value. The amount of the cost of living allowance in effect at the time shall be included in computing overtime and vacation pay.

## Section 6. Driver Pay

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The City agrees that drivers of the pumper or ladder, squad and tillermen of the ladder shall be chosen by seniority and qualifications as may be determined by the Fire Department and shall receive the rate indicated in Exhibit A. Employees licensed as Advanced Emergency Medical Technicians shall receive the rate indicated in Exhibit A subject to the provisions of Article 27, Section 3. Employees regularly employed in the above categories who are absent for sixty (60) calendar days or more by reason of illness, personal leave, or work-related illness or injury shall not receive the specified rate until returned to duty after the sixty (60) calendar day absence. Provided, however, it is understood that the seniority principle applying to squad drivers and tillermen shall be effective as of October 3, 1979.

Employees who may be assigned to temporarily fill in in the above categories either on an overtime basis or in case of absence, vacation or illness, et cetera of the employee regularly assigned shall receive the differential when assigned for twenty-four (24) hours or more. Such differential shall be paid on a quarterly basis.

## ARTICLE 8 - HOURS OF EMPLOYMENT

### Section 1. Work Schedule

The work schedule of employees shall be, for the Fire Fighting Division and for the other divisions of the Fire Department, as set forth in attached Exhibit B.

### Section 2. Trading of Days

Subject to the approval of the company officer in charge, employees shall be permitted to voluntarily trade work or leave days.

## ARTICLE 9 - HOLIDAYS

### Section 1. Holidays Defined

Employees shall be paid for the following holidays:

New Year's Day	Memorial Day	Day after Thanksgiving
Washington's Birthday	Independence Day	Christmas Eve
Good Friday	Labor Day	Christmas Day
Easter	Veterans Day	New Year's Eve
	Thanksgiving Day	Employee's Birthday

HOLIDAYS - Continued

Section 2. Holiday Pay

Employees shall receive one tenth (1/10) of biweekly pay for each holiday listed in Section 1.

ARTICLE 10 - VACATIONS

Section 1. Eligibility and Amount

Employees shall be eligible for annual vacations with pay on the following basis:

(a) Fire Fighting Division

1 year of service . . . . .	5	scheduled 24-hour workdays
2 years of service. . . . .	6	scheduled 24-hour workdays
3 years of service. . . . .	7	scheduled 24-hour workdays
4 years of service. . . . .	8	scheduled 24-hour workdays
5 years of service. . . . .	10	scheduled 24-hour workdays
8 years of service. . . . .	11	scheduled 24-hour workdays
10 years of service . . . . .	12	scheduled 24-hour workdays
13 years of service . . . . .	13	scheduled 24-hour workdays
15 years of service . . . . .	14	scheduled 24-hour workdays
20 years of service . . . . .	15	scheduled 24-hour workdays

(b) All Other Divisions (40-hour workweek)

1 through 10 years of service . . . . .	two 10-day vacations
11 years of service . . . . .	one 12-day and one 11-day vacation
12 years of service . . . . .	two 12-day vacations
13 years of service . . . . .	one 12-day and one 13-day vacation
14 years of service . . . . .	one 12-day and one 14-day vacation
15 years of service . . . . .	one 12-day and one 15-day vacation
18 years of service . . . . .	one 13-day and one 15-day vacation
20 years of service . . . . .	two 15-day vacations

Section 2. Anniversary Date

The anniversary date of service, for purposes of this article, shall be as established by civil service.

Section 3. Vacation Selection Procedure

(a) Personnel in the Fire Fighting Division on vacation at any one time in any one unit may be equal to the number



VACATIONS - Continued

of fire companies in service. A total of three (3) company officers may be a part of this number. No more than one (1) Assistant Chief will be permitted to be on vacation at any one time.

(b) The preliminary preferred vacation period of all divisions shall be completed by December 15. If a man desires a vacation prior to the final approved schedule, he must submit his request at least five (5) calendar days prior to the date requested, except in case of emergency.

(c) Selection of vacations shall be by seniority among members of various ranks as defined and by units, except as otherwise specified herein:

- (1) Assistant Chief
- (2) Captain
- (3) Lieutenant
- (4) Sergeant
- (5) Remaining company personnel  
(each company separate)

(d) The selection of vacations in the Fire Fighting Division shall proceed in the following manner:

(1) According to the order listed in Subsection (c), the various ranks will draw a total of not more than five (5) vacation days (3 and 2 split, 5 straight, 4 straight, or 2 and 2 split).

(2) Again according to the order listed in Subsection (c), the various ranks will draw a total of not more than five (5) vacation days (3 and 2 split, 5 straight, 4 straight, or 2 and 2 split).

(3) Again according to the order listed in Subsection (c), the various ranks will draw the remaining days (excluding extra vacation days) due them. If only one (1) day, it should be added to either of the previous draws in conformity with Subsection (a).

(4) After every employee has had the chance to select ten (10) days vacation, then according to the order listed in Subsection (c) the various ranks will draw the extra vacation days due them.

(e) The Administrative Assistant Chief and the other divisions do not affect the Fire Fighting Division for purposes of vacation and will draw as follows:

- (1) Administrative Assistant Chief - alone
- (2) Senior Assistant Chief - alone
- (3) Training Officer - alone
- (4) EMS/Coordinator - alone
- (5) Fire Prevention Division
  - a. Fire Marshall
  - b. Division seniority
  - c. According to the above order, draw a total of ten (10) vacation days (5 and 5 split or 10 straight).
  - d. Again according to the above order, draw a total of ten (10) vacation days (5 and 5 split or 10 straight).
  - e. Again according to the above order, draw a total of the remaining extra vacation days.
  - f. In the Inspection Division, no more than two (2) personnel may be on vacation at the same time.

- (5) Mechanic Division
  - a. Master Mechanic
  - b. Assistant Master Mechanic
  - c. Fire Department Mechanic
  - d. Follow the procedure of the Fire Prevention Division.

(f) After a division has completed its entire preferred vacation draw, a period of time ending December 31 will be allowed for exchange of vacation dates among the personnel of that division and unit. This exchange in the Fire Fighting Division will be governed by the provisions of Subsection (a).

#### Section 4. Termination of Employment

In the event employment is terminated, an employee shall be paid for all unused vacation days.

## ARTICLE 11 - SENIORITY

(a) Seniority and its application shall be governed by the provisions of Act 78, Public Acts of 1935, except as provided in Section (b) below.

(b) It is agreed that the promotional system for employees in the Local 1383 bargaining unit shall provide for promotions based upon seniority and reasonable qualifications as may be determined by the Fire Department after consultation with the Union.

## ARTICLE 12 - SICK LEAVE

### Section 1. Fire Fighting Division

#### (a) Accumulation of Sick Leave Credits

(1) For purposes of this section, "sick leave day" shall mean a twenty-four (24) hour duty day.

(2) Each employee shall accrue one (1) day of sick leave credit for each month of service rendered, not exceeding an aggregate of twelve (12) per calendar year.

(3) Sick leave credits may not accumulate in excess of two hundred (200) days.

#### (b) Charge Against Credits

(1) Sick Leave: All employees shall be entitled to charge accumulated sick leave for absence from duty because of illness or legal quarantine. Sick leave may also be charged in case of serious illness in the employee's immediate family. The employee must notify the Department by starting time when he is unable to report for work because of illness.

(2) Personal Leave: All employees shall be entitled to charge up to three (3) sick leave days per calendar year for personal business subject to approval of his Unit Assistant Chief. Personal business days may be taken on a regular working day immediately before or after a vacation and may also be taken consecutively. Personal leave days may be taken in six (6) hour increments.

## SICK LEAVE - Continued

(3) Payment of Accumulated Bank: Upon retirement, an employee shall receive sixty percent (60%) remuneration for sick leave accumulated up to a maximum of one hundred twenty (120) days sick time. Upon death, his beneficiary will receive one hundred percent (100%) remuneration for up to one hundred twenty (120) days accumulated sick time. Upon termination or resignation in good standing, an employee with five (5) or more years of service shall receive ten percent (10%) remuneration for sick leave accumulated to a maximum of one hundred twenty (120) days sick time.

(4) Physician's Statement: An illness of three (3) days or more shall be verified by a physician's statement before benefits will be paid under this article.

(5) Replenishment of Credits: At the end of a calendar year, accumulated unused credits shall be carried forward, but with new credits shall not aggregate in excess of two hundred (200).

## Section 2. Other Divisions

The provisions of Section 1 above, insofar as applicable, apply to the other Fire Department divisions, except that such employees shall receive twelve 8-hour sick days per year credit subject to a maximum of two hundred twenty-five (225) such days. Upon death, an employee's beneficiary shall receive one hundred percent (100%) of the accumulated sick bank. Upon retirement, an employee shall receive eighty percent (80%) of his accumulated sick bank. Upon termination or resignation in good standing, an employee with five (5) or more years of service shall receive twenty-five percent (25%) of his accumulated sick bank.

## Section 3. Relations Between Divisions

In the event an employee changes from the Fire Fighting Division to one of the other Fire Department divisions, or vice versa, his sick leave credits shall be prorated according to the 2.142 conversion factor (see Letter of Understanding).

Section 4. Sickness and Accident Insurance

The City shall provide a sickness and accident insurance plan whereby employees will be provided benefits amounting to fifty percent (50%) of an employee's base pay for a maximum of fifty-two (52) weeks, which benefits shall begin on the thirtieth (30th) day of accident, hospital confinement, or sickness for employees in the Fire Fighting Division and on the twenty-second (22nd) day of accident, hospital confinement, or sickness for forty (40) hour personnel. Under this plan, employees may utilize their sick bank prior to the commencement of benefits and thereafter may utilize one quarter ( $\frac{1}{4}$ ) of a sick day per workday of sickness and accident benefits (that is, benefits plus sick day not to exceed seventy-five percent (75%) of base pay). The employees shall have the option to use their vacation days one quarter ( $\frac{1}{4}$ ) day at a time instead of their sick days to supplement the insurance payments.

ARTICLE 13 - PHYSICAL EXAMINATION

The City shall, at its expense, provide each employee an annual physical examination including, but not limited to, chest x-ray and electrocardiogram. Such examinations shall be scheduled as nearly as possible on the anniversary of the employee's last physical examination.

ARTICLE 14 - INSURANCE

Section 1. Surgical and Hospital Benefits

A. All employees covered by this agreement shall be provided with the Michigan Hospital and Medical Service Plan known as "MVF-1" with "Master Medical" and also including the following riders: D45NM, F-FC, SA-SD, PD-EL, MM-M, and MM-AL, plus the two dollar (\$2.00) prescription drug rider, or, after consultation with the Union, with any other surgical and hospital insurance carrier which provides equal benefits. Those benefits shall apply to the employee, his spouse, and his dependent children as defined in the insurance contract. Those benefits shall also apply to retired employees, their spouses,

is provided duplicate coverage from another source, the City may discontinue such insurance coverage. The cost of those benefits is to be fully borne by the City.

B. The Employer shall provide all employees with the ML, IMB-OB, and OPC-OPPC Blue Cross-Blue Shield riders, with the premium paid for by the City.

C. The City agrees that any benefit improvements under this section negotiated by other city bargaining units shall be placed into effect for employees covered by this contract as soon as such benefits can be made effective following the effective date for such other unit.

## Section 2. Group Health Plan

All employees covered by this agreement shall be offered a Health Maintenance Organization Plan as an employee's option to the current Blue Cross Plan. Employees and retirees shall have the option once a year, during the open enrollment period, to have medical/hospitalization coverage set forth herein or the Health Maintenance Organization. The Employer will have no obligation to give notice regarding the open enrollment period for retirees; notification will be the obligation of the retiree. Should the cost of the Health Maintenance Organization coverage be higher than <sup>current</sup> ~~said~~ medical/health coverage, the employee or retiree shall pay the difference.

## Section 3. Life Insurance With Double Indemnity Feature

Employees shall be provided with a death benefit plan or life insurance plan which shall contain accidental death and dismemberment coverage features. The full premium cost is to be borne by the Employer. The basic coverage shall be twenty thousand dollars (\$20,000) for all employees from date of hire.

## Section 4. Retirees

A three thousand dollar (\$3,000) policy shall be provided for employees who retire in the future at no cost to the retirees.

## Section 5. Dental Insurance

All employees shall be covered by a 75/25 Delta dental insurance program, or its equivalent, whereby the City pays the

ARTICLE 15 - ON-THE-JOB INJURY

The City will pay the difference between any workers' compensation award and injured employee's base pay up to a maximum of six (6) months. Extensions of payments as provided in this article may be made upon approval by the City Council.

ARTICLE 16 - AGENCY

Any employee who is not a union member and who does not make application for membership shall, as a condition of employment, pay to the Union a service fee equivalent to the Union's regular monthly dues. Employees who fail to comply with this requirement within thirty (30) days shall be discharged by the Employer.

ARTICLE 17 - GRIEVANCE AND ARBITRATION

Section 1. Grievance Procedure

A grievance shall be interpreted to be an employee complaint as to the interpretation and application of the provisions of this agreement, or a violation of common health or safety standards, or discharge, or discipline without just cause. In instances where several employees are aggrieved, one shall be selected as spokesman for the group in the processing of the grievance. Provided, however, that employee complaints regarding the application of departmental rules and regulations may also be submitted and processed through Step 3 of the grievance procedure.

Step 1. If an employee considers that he has a grievance, the matter shall be resolved promptly in the following manner. The employee and unit representative shall discuss the grievance with the employee's immediate supervisor.

Step 2. The unit representative shall forward the grievance, together with his recommendation, to the Union Grievance Committee, which committee must within ten (10) calendar days of the incident giving rise to the grievance or knowledge of its occurrence reduce the grievance to writing and may submit said grievance to the Fire Commissioner

and Unit Assistant Chief. The Commissioner and/or his designated representative(s) shall discuss the grievance with the Grievance Committee and the aggrieved employee within five (5) calendar days of its receipt and shall respond to the Grievance Committee in writing within five (5) calendar days of such discussion.

Election of Remedies: Any employee filing a grievance must elect whether he wishes to process the grievance through the contract grievance procedure or to process it through and under the provisions of Act 78, but not both. The election shall be irrevocable, unless the Police and Fire Civil Service Commission rules it does not have jurisdiction to rule on the grievance. No grievance shall be processed beyond Step 2 unless such election is made.

Step 3. If the grievance is not resolved in Step 2, it shall be presented by the Union Grievance Committee to the City Labor Relations Director within five (5) calendar days of the decision rendered in Step 2. The Labor Relations Director and/or his designated representative(s) shall discuss the grievance with the Union Grievance Committee and the aggrieved employee within seven (7) calendar days of its receipt and shall render a written answer within ten (10) calendar days of such discussion.

Step 4. If the grievance is not satisfactorily adjusted in the last preceding step, either party may, within sixty (60) 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 arbitration shall promptly thereafter file a Demand For Arbitration with the American Arbitration Association or the Federal Mediation and Conciliation Service at its option. The expense of the arbitrator 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. His determination shall be final and binding on the parties and affected employees, but he shall not have the power to alter or modify the terms of this agreement.

## GRIEVANCE AND ARBITRATION - Continued

Any grievance not answered by the City within the time limits established in the grievance procedure or extended by mutual agreement may be advanced to the next step by the Union by written appeal within the proper time limit after the answer is due.

### Section 2. Curtailment of Services

The Union recognizes the right of the City to curtail, in the interest of economy, Fire Department services within the sole discretion of the City. The City recognizes the possibility that curtailment of services may result in increased duties being placed upon personnel retained and acknowledges that an unreasonable claim of duties to be performed is a proper subject of a grievance procedure as set forth in this article.

### Section 3. Processing Grievances

Grievance Committee members may investigate and process grievances during working hours without loss of pay. The Grievance Committee shall consist of the Union President, Unit Representative, and Chairman of the Bargaining Committee.

### Section 4. Union's Duty of Fair Representation

Any grievance that either, (a) Is not processed, or (b) Is disposed of in accordance with this grievance procedure, shall be considered settled, and such settlement shall be final and binding upon the City, the employee or employees involved, the Union and its members.

The Union shall, in the redress of alleged violations by the City of this agreement or other agreements supplementary hereto, be the exclusive representative of employees or groups of employees covered by this agreement, and only the Union shall have the right to assert and press against the City in any judicial or adjudicatory proceeding any claim or action asserting a violation of the agreement.

## GRIEVANCE AND ARBITRATION - Continued

No employee or former employee shall have any right under this agreement on the basis of or by reason of any claim that the Union or any union officer or representative has authority or discretion to act or not to act under the terms of this agreement.

### ARTICLE 18 - WORK RULES

The City may establish reasonable work rules and changes therein after consultation with the Union.

### ARTICLE 19 - MAINTENANCE OF CONDITIONS

#### Section 1. Maintenance of Conditions

Wages, hours, and conditions of employment in effect at the execution of this agreement shall, except as improved herein, be maintained during the term of this agreement. No employees shall suffer a reduction in benefits as a consequence of the execution of this agreement.

#### Section 2. Unilateral Changes Prohibited

The City shall make no unilateral changes in wages, hours, and conditions of employment during the term of this agreement.

#### Section 3. Relation to Existing Regulations

This agreement shall supersede any departmental regulations inconsistent herewith. Insofar as any provision of this agreement shall conflict with any resolution of the City, appropriate action shall be taken by the City to give effect to the terms of this agreement.

#### Section 4. Table of Organization

Should any vacancy occur in a position, the City shall fill that position forthwith by appointing the candidate determined by the Police and Fire Civil Service Commission as most eligible for that position.

## ARTICLE 20 - LEAVES OF ABSENCE

### Section 1. Eligibility Requirements

Employees shall be eligible for leaves of absence after their probationary period is completed.

### Section 2. Application for Leave

Any request for a leave of absence shall be submitted, in writing, by the employee to his immediate supervisor, who shall transmit same through regular channels to the Commissioner or an official designated to act in his absence. The request shall state the reason for the leave of absence and the length of time of same.

Any request for leave of absence shall be answered, in writing, within seven (7) days. Requests for immediate emergency leaves, such as family sickness or death, shall be answered before the end of the shift on which the request is submitted.

### Section 3. Paid Leaves

Jury Duty: Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service.

Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury service.

In addition to accruing seniority while on any paid leave of absence granted under the provisions of this agreement, employees shall be returned to the position they held at the time the paid leave of absence was requested.

### Section 4. Unpaid Leaves

(a) Any employee who enters into active service in the Armed Forces of the United States while in the service of the Employer shall be granted a leave of absence for the period of his military service in accordance with the Veterans Preference Act.

## LEAVES OF ABSENCE - Continued

(b) Any employee who is a member of a Reserve Force of the United States or of this state who is ordered by the appropriate authorities to attend a training period or perform other duties under the supervision of the United States or this state for a fifteen (15) day period (commonly referred to as summer camp) shall be granted a leave of absence during the period of such activity. The difference in salary that the employee would have earned with the City and that which he earns during the training period will be paid by the City for that fifteen (15) day period only; provided, however, the difference in salary will be paid by the City only once each year.

### ARTICLE 21 - FUNERAL LEAVE

(a) In the event of death of one of the following listed relatives of an employee, the employee shall be entitled to leave without loss of pay to attend the funeral and the immediate two prior calendar days for a period not to exceed three (3) calendar days:

Sister	Daughter-in-law
Brother	Grandparents on both sides
Mother-in-law	Grandchildren
Father-in-law	Sister-in-law
Son-in-law	Brother-in-law

If the funeral services are to be held at a place located three hundred (300) miles or more from the City of Warren, two additional calendar days shall be allowed for leave without loss of pay for a total of five (5) calendar days without loss of pay.

(b) In the event of death in the immediate family of an employee, the employee shall be entitled to leave without loss of pay for a period not to exceed seven (7) calendar days from the time of death. The immediate family of an employee is defined as follows:

Mother	Children
Father	Stepchildren
Husband	Stepmother
Wife	Stepfather

(c) For purposes of this article, the first calendar day shall start at 7:30 a.m. for the Fire Fighting Division and at 8:00 a.m. for the other divisions.

## ARTICLE 22 - UNIFORM ALLOWANCE

### Section 1. Hazardous Duty Goods

The City shall furnish all hazardous duty goods required by employees.

### Section 2. Uniform Allowance

The City shall furnish new employees the entire initial work uniform up to a value of two hundred dollars (\$200.00).

The City, in addition, shall allot each 56-hour employee in subsequent years one hundred fifty dollars (\$150.00) per year as a work uniform allowance. Fifty-six (56) hour personnel shall not be required to own and maintain a dress uniform including officer cap. The officer cap shall not be designated as part of the work uniform. This section shall not apply to the Unit Assistant Chiefs.

Forty (40) hour personnel and all Unit Assistant Chiefs shall receive a dress uniform allowance of two hundred fifty dollars (\$250.00) per year, and an annual cleaning allowance in the amount of two hundred dollars (\$200.00) shall also be provided to said employees. This allowance shall be paid within the first two weeks of each December. Payment to 40-hour personnel shall be prorated in the event that an employee is off duty for at least sixty (60) workdays during any benefit year. Payments to 56-hour personnel shall be prorated in the event that an employee is off duty for at least thirty (30) workdays during any benefit year. For the purposes of this section, the term "benefit year" shall refer to the twelve (12) months immediately prior to the payment date of such allowance.

The source, style, and color of the work uniform are to be determined by the Employer. In the event of a change in such work uniform, an employee shall not be required to exceed his present clothing balance for the purpose of meeting the requirements of said change.

Any money not spent during a fiscal year shall be allowed to accumulate. On the July 1 immediately following the first crediting of a new employee's allowance, he shall receive a prorated amount equal to the annual allowance divided by the number of months since his date of first employment.

### ARTICLE 23 - FOOD ALLOWANCE

Employees in the Fire Fighting Division who work 24-hour duty days shall receive four hundred twenty-five dollars (\$425.00) as an annual food allowance payable twice a year, two hundred twenty-five dollars (\$225.00) in December and two hundred dollars (\$200.00) in June.

### ARTICLE 24 - PENSION

(a) As provided in Chapter 16, Section 16.1, of the Warren City Charter, all employees shall be covered by Act 345 of the Public Acts of 1937, as amended. Provided, however, that the annuity factor for employees retiring on or after July 1, 1982 shall be increased to 2.50% for each year of service for the first twenty-five (25) years and 1.00% for each year thereafter. Final average compensation shall continue to be computed upon the average of the three (3) years of highest annual compensation received by a member during his ten (10) years of service immediately preceding his retirement or leaving service. Provided, however, that effective for employees hired after January 1, 1984, final average compensation shall include base wage, cost of living allowance, overtime, longevity, holidays, education allowance, food allowance and any other compensation which is received by an employee each year for work done in that year. Final average compensation shall not include payments for accumulated sick or vacation time and uniform allowance for employees hired after January 1, 1984.

(b) Employees shall be entitled to "buy back" military service credit as permitted under Act 345 of the P.A.'s of 1937, as amended. Maximum to be up to six (6) years credit. For the purposes of computing the amount of time allowed to be purchased, the fifteenth (15th) day of the month shall be the cutoff day for the purchase of an additional month of service. Employee payment into system to be five percent (5%) of his full-time compensation subject to the following rules:

(1) Employees who were employed prior to November 7, 1977 to be allowed five (5) years from July 1, 1977 to exercise this option.

PENSION - Continued

(2) Employees who were hired after November 7, 1977 to be allowed three (3) years from date of hire to exercise this option.

(3) Repayment to pension system to be made within three (3) years through monthly payroll deductions.

(4) The City reserves the right to make its pension contribution over the same number of years as the employee.

(5) In no event will the City institute increased pension payments resulting from military service credit until the entire service credit is paid in full.

(6) Interest on Installment Balance - There shall be no interest charged on balances due the City, except for Section 5.3375(8) of Act 345. Two percent (2%) interest per year times the number of years service to be purchased from date of entry into fire service of the City of Warren to date of election of military service option.

(c) It is expressly understood that the Employer shall pay any increased costs incurred as a result of the retirement benefits provided in this article, and employees shall continue to pay their five percent (5%) contribution as they have done so previously.

(d) Optional Annuity Withdrawal: All members of the bargaining unit shall have the right to elect to receive on the effective date of their service retirement a partial or total refund of their accumulated contributions. If a member makes such an election, the annuity payable under any retirement option shall be reduced proportionately. Such optional annuity withdrawal is intended to give each employee the right to immediately withdraw upon retirement all or part of the employee's accumulated contributions subject to the following provisions:

(1) If a member makes such an election, the retirement allowance shall be reduced to reflect the value of the employee contribution (annuity) withdrawn.



PENSION - Continued

(2) The Police and Fire Retirement Commission shall utilize the monthly interest rate reflecting current market conditions as published by the Pension Benefit Guarantee Corporation (PBGC) to be used as the assumed rate of investment return in calculating the forfeited benefits upon annuity withdrawal.

(3) The optional annuity withdrawal shall accrue to all members of the bargaining unit who become eligible for retirement under the provisions of Act 345 subject to the effective date of the signing of this agreement.

(4) If a member retires before twenty-five (25) years of actual service through the use of military service credit, that member shall not be entitled to withdraw the amount contributed to buy back such military time.

(e) If a member on a disability pension dies but has failed to elect an option prior to age 55 or before regular retirement, the surviving spouse shall receive a reduced actuarial pension (as defined under Option I, MCLA 38.556(1)(h)) notwithstanding the retiree's death.

ARTICLE 25 - EDUCATION AND TRAINING

(a) As directed by the Act 312 arbitration award dated January 20, 1971, the "tuition reimbursement" program then in effect whereby employees shall be reimbursed for college credits in courses relating to fire fighting is hereby incorporated in the contract as a benefit provision.

(b) Any member who has attained an Associate Degree in Fire Science with five (5) years of service in the Fire Department shall receive the sum of four hundred dollars (\$400.00) per year payable the first pay of August.

(c) Any member who has attained a Certificate in Fire Science with five (5) years of service in the Fire Department

EDUCATION AND TRAINING  
shall receive the sum of two hundred dollars (\$200.00) per year payable the first pay of August.

(d) Members who attain an Associate Degree or a Certificate and/or five (5) years of service after the August pay date and before the end of the calendar year shall receive their first such payment in January.

(e) The City and the Union shall agree on which courses constitute "fire-related courses."

#### ARTICLE 26 - DEFERRED COMPENSATION

Employees shall be permitted to participate in the deferred compensation plan currently offered to any other city employees.

#### ARTICLE 27 - EMERGENCY MEDICAL SERVICE

##### Section 1. Purpose

The parties desire to improve the Emergency Medical Service (EMS) and to develop a long range program which will ensure the efficient and effective operation of the EMS.

##### Section 2. Interim Manning

Pending the qualification and licensure of sufficient numbers of Advanced Emergency Medical Technicians (AEMT), the EMS will be operated as follows:

(a) Officers and/or drivers who are presently assigned to EMS units, but who do not possess a current AEMT license, will be retained in position until licensed AEMT's are available for assignment to such units.

(b) Officers and/or drivers removed from EMS units will be transferred in rank to other fire fighting units. No officer of the Fire Fighting Division will be demoted as a consequence of such removal from the EMS. No driver will suffer a reduction in his rate classification unless he declines an available assignment to another position in his rate classification.

(c) Drivers currently assigned to EMS units may be "detailed off" to provide for the assignment of AEMT's to EMS units.

(d) Pending the training, qualification and licensure of AEMT's, EMS Unit No. 596 may operate with one (1) AEMT and one (1) EMT Specialist or EMT Basic from the date of this agreement until December 31, 1984. Effective January 1, 1985, EMS Unit Nos. 196, 496 and 596, and any additional EMS units, will operate at all times with a minimum of two (2) AEMT's on active duty on each unit.

(e) AEMT officer positions will not be filled by non-AEMT licensed officers, but will be filled by the senior AEMT assigned to such unit who will serve out of classification. Senior AEMT's so assigned will receive Sergeant AEMT pay while assigned out of classification. Duties performed as an out-of-classification Lieutenant shall be compensated for in accordance with Article 7, Section 1(b) of the agreement. When a sufficient number of AEMT officers are available for permanent assignment to each unit, the out-of-classification procedure shall cease except for short-term absences.

### Section 3. AEMT Rate

Effective October 12, 1984, Fire Fighters AEMT, Sergeants AEMT, Lieutenants AEMT and EMS Instructor/Coordinator shall receive the rate established for such classification as set forth in Exhibit A to this Agreement. These rates shall remain in effect for the period during which the respective AEMT maintains an AEMT license. Employees who voluntarily separate from EMS by promotion, transfer or resignation or are removed for just cause shall not continue to receive the AEMT rate. This continuance of the AEMT rate without assignment to an EMS Medic Squad shall terminate as of June 30, 1986 and shall be subject to open negotiations.

### Section 4. Permanent Manning

The City intends to reorganize the EMS by converting Unit Nos. 196 and 496 to Medic Squads and maintaining Unit No. 596 as a Medic Squad. When Unit Nos. 196, 496 and 596 are operating as Medic Squads, the City, in its sole discretion, may add additional Medic Squads. The Minimum assigned officer complement of a Medic Squad shall be one (1) Lieutenant AEMT and two (2) Sergeants AEMT.

As set forth in Section 2, paragraph (d) above, on and after January 1, 1985, each EMS Medic Squad and/or Life Support Unit shall operate at all times with a minimum of three (3) personnel, including one (1) officer. Two (2) of the three personnel on active duty shall be AEMT's, except in the case of a community disaster declared by an authorized public officials.

#### Section 5. EMS Training

(a) The City shall, at its expense, provide all training necessary to acquire and maintain licenses for the EMS, including the cost of all tuition, fees, books and licenses for AEMT's.

(b) Fire Fighters shall receive initial EMS and EMT training during normal duty hours and may be assigned to a forty (40) hour schedule while engaged in such training.

(c) All members of the EMS program shall promptly forward to the EMS Instructor/Coordinator copies of all continuing education credits received in connection with Michigan Department of Health re-licensure as an AEMT. Employee participation requests shall be coordinated through the EMS Instructor/Coordinator.

#### ARTICLE 28 - RESIDENCY

Any member of the bargaining unit may, not earlier than two (2) year prior to eligibility for retirement, move from the City of Warren. Any member of the bargaining unit exercising the right to move from the City of Warren shall notify the City in writing at least ninety (90) days before moving from the City of Warren.

#### ARTICLE 29 - GENERAL

##### Section 1. Separability

This agreement is subject to the laws 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 provision of this agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from

GENERAL - Continued

whose final judgment or decree no appeal has been taken within the time provided therefor, such provision shall be void and inoperative; however, all other provisions of this agreement shall, insofar as possible, continue in full force and effect.

Section 2. Distribution of Agreement

A copy of this agreement shall be distributed to each employee. The cost of printing such copies shall be shared equally by the City and the Union.

## ARTICLE 30 - DURATION

### Section 1. Duration

This agreement shall extend to and expire on June 30, 1986.

### Section 2. Retroactivity

The wage schedule set out in Exhibit A shall take effect retroactive to July 1, 1982. All other monetary gains derived by the enactment of this contract shall be retroactive to July 1, 1982, except as provided otherwise herein.

### Section 3. Future Negotiations

The parties agree that commencing no later than March 1, 1986 they will undertake negotiations for a new agreement for a succeeding period.

### Section 4. 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, subject to termination by either party on thirty (30) days written notice.

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

CITY OF WARREN, a Municipal  
Corporation

LOCAL 1383 OF THE INTERNATIONAL  
ASSOCIATION OF FIRE FIGHTERS,  
also known as WARREN PROFESSIONAL  
FIRE FIGHTERS ASSOCIATION, AFL-CIO

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

IN THE PRESENCE OF:

BY: \_\_\_\_\_

\_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATED:

	Base Pay 6-30-82	7-1-82 (+) 3%	Total 7-1-82 (+) 583 COLA	7-1-82 % Diff. OR Calculation	1-1-83 (+) 3%	1-1-83 (+) COLA	1-1-83 % Diff. OR Calculation	7-1-83 (+) 3%	7-1-83 % Diff. OR Calculation	1-1-84 (+) 3%	1-1-84 % Diff. OR Calculation	7-1-84 (+) 3%	7-1-84 % Diff. OR Calculation	7-1-85 (+) 3%	7-1-85 % Diff. OR Calculation
<b>Firefighter</b>															
Induction	\$18,836	\$19,401	\$19,484	\$	\$20,069	\$20,194	\$	\$21,204	\$	\$22,495	\$	\$23,170	\$		
6 months	19,307	19,886	19,969	-	20,568	20,693	-	21,728	-	23,051	-	23,743	-		
1 year	19,783	20,376	20,459	-	21,073	21,198	-	22,258	-	23,614	-	24,322	-		
2 years	20,732	21,354	21,437	-	22,080	22,205	-	23,315	-	24,014	-	25,476	-		
3 years	21,783	22,436	22,519	-	23,195	23,320	-	24,486	-	25,221	-	26,757	-		
4 years	23,847	24,562	24,645	-	25,384	25,509	-	26,784	-	27,588	-	29,268	-		
<b>Firefighter w/Squad and Tiller</b>															
Induction	19,301	-	-	19,971	-	-	20,699	-	21,734	-	22,386	-	23,057	-	23,749
6 months	19,783	-	-	20,468	-	-	21,210	-	22,271	-	22,940	-	23,627	-	24,337
1 year	20,271	-	-	20,970	-	-	21,728	-	22,814	-	23,499	-	24,204	-	24,930
2 years	21,244	-	-	21,973	-	-	22,760	-	23,898	-	24,614	-	25,352	-	26,113
3 years	22,321	-	-	23,082	-	-	23,903	-	25,098	-	25,852	-	26,627	-	27,426
4 years	24,437	-	-	25,261	-	-	26,147	-	27,454	-	28,278	-	29,126	-	30,000
<b>Firefighter w/Engine and Ladder</b>															
Induction	19,765	-	-	20,458	-	-	21,204	-	22,264	-	22,932	-	23,620	-	24,329
6 months	20,260	-	-	20,967	-	-	21,728	-	22,814	-	23,499	-	24,204	-	24,930
1 year	20,760	-	-	21,482	-	-	22,258	-	23,371	-	24,072	-	24,795	-	25,538
2 years	21,756	-	-	22,509	-	-	23,315	-	24,481	-	25,215	-	25,971	-	26,750
3 years	22,860	-	-	23,645	-	-	24,486	-	25,710	-	26,482	-	27,277	-	28,095
4 years	25,027	-	-	25,877	-	-	26,784	-	28,123	-	28,967	-	29,837	-	30,731
												10/12/84	7/1/85		
<b>Firefighter ALMI</b>															
Induction	19,765	-	-	20,458	-	-	21,204	-	22,264	-	22,932	-	23,620	-	24,329
6 months	20,260	-	-	20,967	-	-	21,728	-	22,814	-	23,499	-	24,204	-	24,930
1 year	20,760	-	-	21,482	-	-	22,258	-	23,371	-	24,072	-	24,795	-	25,538
2 years	21,756	-	-	22,509	-	-	23,315	-	24,481	-	25,215	-	25,971	-	26,750
3 years	22,860	-	-	23,645	-	-	24,486	-	25,710	-	26,482	-	27,277	-	28,095
4 years	25,027	-	-	25,877	-	-	26,784	-	28,123	-	28,967	-	29,837	-	30,731
												524,745	525,487		
												25,356	26,117		
												25,975	26,754		
												27,207	28,024		
												28,576	29,433		
												31,258	32,195		



Base Pay 6-30-82	7-1-82 (+) 3%	Total 7-1-82 (+) 583 COLA	7-1-82 % Diff. Calculation	1-1-83 (+) 3%	1-1-83 (+) COLA	1-1-83 % Diff. Calculation	7-1-83 (+) 5%	7-1-83 % Diff. Calculation	1-1-84 (+) 3%	1-1-84 % Diff. Calculation	7-1-84 (+) 3%	7-1-84 % Diff. Calculation	10-12-84	7- 1-85 OR Calc
Sergeant	\$26,182	\$	\$27,110	\$	\$	\$28,060	\$	\$29,462	\$	\$30,347	\$	\$31,258	\$34,384	33
Sergeant AEMT	27,479	-	28,466	-	-	29,463	-	30,935	-	31,864	-	32,821		33
Fire Dept. Mechanic	26,182	-	27,110	-	-	28,060	-	29,462	-	30,347	-	31,258		33
Ast. Master Mechanic	28,750	-	29,821	-	-	30,866	-	32,408	-	33,382	-	34,384		33
Fire Inspector	28,750	-	29,821	-	-	30,866	-	32,408	-	33,382	-	34,384		33
Lieutenant	28,750	-	29,821	-	-	30,866	-	32,408	-	33,382	-	34,384		33
Lieutenant AEMT	30,175	-	31,312	-	-	32,409	-	34,028	-	35,051	-	36,103	37,822	33
Captain	31,575	-	32,803	-	-	33,953	-	35,649	-	36,720	-	37,822		33
Master Mechanic	31,704	-	32,932	-	-	34,082	-	35,778	-	36,849	-	37,951		33
Training Officer	33,141	-	34,443	-	-	35,651	-	37,431	-	38,556	-	39,713		4
EMS Instructor/ Coordinator	33,141	-	34,443	-	-	35,651	-	37,431	-	38,556	-	39,713	41,604	4
Fire Marshall	34,683	-	36,083	-	-	37,348	-	39,214	-	40,392	-	41,604		
Assistant Chief	34,683	-	36,083	-	-	37,348	-	39,214	-	40,392	-	41,604		
Administrative Assistant Chief	38,101	-	39,691	-	-	41,083	-	43,135	-	44,431	-	45,764		

## EXHIBIT B

### WORK SCHEDULE

The work schedule of employees shall be, for the Fire Fighting Division, as prescribed by Act 125, Public Acts of 1925, as amended by Act 115, Public Acts of 1965, as amended, and shall average fifty-six (56) hours per week over a twelve (12) week period as follows: "A continuous cycle of twelve (12) days with three (3) platoons alternating."

#### Example:

Commencing at 12:00 Midnight:

Day 1: 7.5 hours off 16.5 hours on	Day 7: 7.5 hours on 16.5 hours off
Day 2: 7.5 hours on 16.5 hours off	Day 8: 7.5 hours off 16.5 hours on
Day 3: 7.5 hours off 16.5 hours on	Day 9: 7.5 hours on 16.5 hours off
Day 4: 7.5 hours on 16.5 hours off	Day 10: 24 hours off
Day 5: 24 hours off	Day 11: 24 hours off
Day 6: 7.5 hours off 16.5 hours on	Day 12: 24 hours off
	Day 13: Repeat Day 1

The other divisions and personnel that are on a forty (40) hour week shall work that week on an eight (8) hour day, five (5) day week as follows:

First Shift -- 8:00 a.m. to 4:00 p.m.

Second Shift -- 4:00 p.m. to 12:00 Midnight

Third Shift -- 12:00 Midnight to 8:00 a.m.

LETTER OF UNDERSTANDING

November 7, 1977

Local 1383  
International Association of Fire Fighters  
AFL-CIO

Gentlemen:

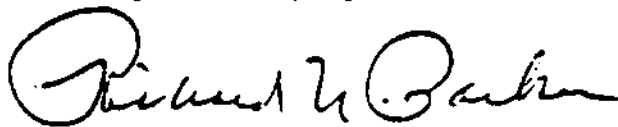
Re: Mutual Aid

As directed by the Act 312 arbitration award dated January 20, 1971, the City of Warren hereby continues the understanding reached in prior agreements whereby the City agrees to meet with bargaining representatives of the Union before entering into any future mutual aid pacts for the purpose of discussing and evaluating the provisions of such proposed pacts.

As further directed in the aforementioned award, "the City agrees to meet with bargaining representatives of the Union before changing existing mutual aid pacts."

In addition, in the event that it appears that a participating city is unable to fulfill its responsibilities under a mutual aid pact, the City agrees to meet with union representatives to discuss the problem.

Very truly yours,



Richard N. Parker  
Labor Relations Director

RNP:ds

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LETTER OF UNDERSTANDING

November 7, 1977

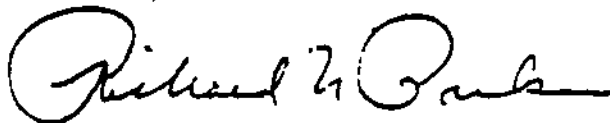
Local 1383  
International Association of Fire Fighters  
AFL-CIO

Gentlemen:

Re: Training of New Recruits

As directed by the Act 312 arbitration award dated January 20, 1971, the City of Warren hereby indicates that, whenever feasible, the Fire Department will expose a new recruit to the training program at the Detroit Training Academy (or some other comparable facility deemed to be satisfactory by the Fire Commissioner) at some time during the recruit's probationary period. However, it is to be understood that it is the responsibility of the City to determine what qualifications and training are required of new recruits and that the training program for a new recruit may be changed from time to time to take account of new techniques, equipment, and procedures in the fire service or to take advantage of better fire fighting training techniques. It is to be further understood that nothing in this Letter of Understanding is intended to negate the right of the City to utilize such on-the-job training as it deems necessary and appropriate for its recruits or other employees in the Fire Department.

Very truly yours,



Richard N. Parker  
Labor Relations Director

RNP:ds

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LETTER OF UNDERSTANDING

March 2, 1977

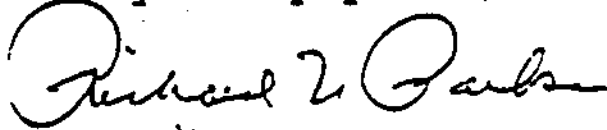
Local 1383  
International Association of Fire Fighters  
AFL-CIO

Gentlemen:

Re: Promotional System - Implementation

As was agreed by the parties in our letter of agreement dated December 21, 1976, should the Police and Fire Civil Service Commission refuse to implement the promotional system set out in Article 12(b) of this agreement, the City shall not be held in violation of this section and no back pay claims shall be based thereon unless and until the City fails to implement this procedure immediately following final judicial determination, through court action initiated by the Union of its validity. If the promotional system is suspended and/or held invalid by a court, this agreement shall be null and void and the parties shall revert to the status quo regarding terms and conditions of employment which existed on December 21, 1976.

Very truly yours,



Richard N. Parker  
Labor Relations Director

RNP:ds

LETTER OF UNDERSTANDING

March 2, 1977

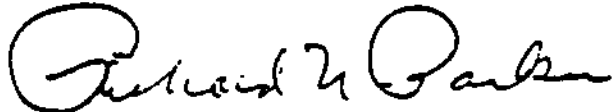
Local 1383  
International Association of Fire Fighters  
AFL-CIO

Gentlemen:

Re: Promotional System - Training Opportunity

As was indicated to the Union in our letter of agreement dated December 21, 1976 relating to promotions based upon seniority and qualifications, the City endorses the principle that any employee who misses the opportunity to receive training to qualify for promotion due to illness, etc., shall be provided an opportunity to receive such training as soon as practicable.

Very truly yours,



Richard N. Parker  
Labor Relations Director

RNP:ds

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LETTER OF UNDERSTANDING

March 2, 1977

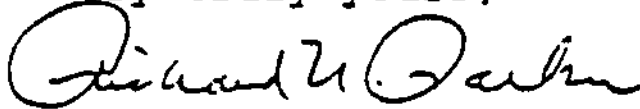
Local 1383  
International Association of Fire Fighters  
AFL-CIO

Gentlemen:

Re: Sick Leave Credits When Changing Divisions

As was indicated to you in our meeting of January 20, 1977, in the event that an employee who has changed from the Fire Fighting Division to one of the other divisions and thereafter changes back to the Fire Fighting Division, his sick bank will be recalculated based on the principle outlined in a letter from this office of March 2, 1976 relative to this situation.

Very truly yours,



Richard N. Parker  
Labor Relations Director

RNP:ds

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LETTER OF UNDERSTANDING

August 29, 1984

Local 1383  
International Association of Fire Fighters  
AFL-CIO

Gentlemen:

Re: Microwave Ovens

As was indicated to the Union in our letter of agreement dated April 15, 1981, the City shall provide and maintain a microwave oven at each fire station in the City.

Very truly yours,

Terri L. Mills  
Labor Relations Assistant

TLM:ds

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LETTER OF UNDERSTANDING

August 29, 1984

Local 1383  
International Association of Fire Fighters  
AFL-CIO

Gentlemen:

Re: Basic Training Program

Pursuant to an agreement between the Fire administration and Local 1383 effective as of April 15, 1981, when members of the bargaining unit are employed in the basic training of new recruits they shall not be required to conduct the training during their regularly scheduled duty hours. The Supervisor of Training and any personnel regularly assigned to training duty shall be exempt from this restriction. Further, any bargaining unit member will be allowed to volunteer his services if for reasons of his own he wishes to take part in those training programs while on duty. Bargaining unit members employed in the Basic Training Program shall be compensated at the rate of one and one-half (1½) times their prevailing hourly wage.

Very truly yours,

Terri L. Mills  
Labor Relations Assistant

TLM:ds

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DMM  
8-30-8

LETTER OF UNDERSTANDING

August 29, 1984

Local 1383  
International Association of Fire Fighters  
AFL-CIO

Gentlemen:

RE: Retroactivity for Retirees

As was indicated to the Union in our letter of agreement dated July 11, 1984, it is understood and agreed that employees retired from the bargaining unit during the period from July 1, 1982 to the date of a new collective bargaining agreement, or an Act 312 award, will receive the same retroactive wages and benefits which may be accorded active employees, including final average compensation recalculations for pension benefit purposes and also including the right to elect the Optional Annuity Withdrawal set forth in Article 24.

Very truly yours,

Terri L. Mills  
Labor Relations Assistant

TLM:ds

LETTER OF UNDERSTANDING

August 29, 1984

City of Warren  
29500 Van Dyke Avenue  
Warren, Michigan 48093

Gentlemen:

During the course of collective bargaining in 1984, negotiators for the City expressed concern that Article 19 - Maintenance of Conditions of the parties' prior agreement was unduly restrictive of the City's right to manage and direct an efficient Fire Department. Thus, the purpose of this letter is to clarify the Union's position and to avoid future misunderstandings.

The Union does not intend that "Maintenance of Conditions" be used to interfere with the City's right, and indeed obligation, to train, equip and direct its Fire Department. The purpose of "Maintenance of Conditions" is to protect the Union and its members from any arbitrary, unreasonable, or discriminatory application and/or change in statutory terms and conditions of employment. We will not use it to impede legitimate management decisions.

On the basis of the foregoing understandings, the Union looks forward to a cooperative and viable relationship with the City.

Very truly yours,

WARREN PROFESSIONAL FIRE FIGHTERS  
UNION, LOCAL UNION NO. 1383

By: William Blondheim, President

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