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Detroit

AGREEMENT
 Between The
 CITY OF DETROIT
 And The
 DETROIT FIRE FIGHTERS'
 ASSOCIATION



LOCAL 344
 I.A.F.F.

Michigan State University
 LABOR AND INDUSTRIAL
 RELATIONS LIBRARY

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Effective Date February 22, 1972.

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DETROIT FIRE FIGHTERS' ASSOCIATION

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Vice President

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**AGREEMENT BETWEEN THE CITY OF DETROIT
AND THE DETROIT FIRE FIGHTERS' ASSOCIATION,
LOCAL 344, I.A.F.F.**

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AGREEMENT

This Agreement is entered into between the City of Detroit, a Michigan municipal corporation (hereinafter referred to as the "Employer" or the "City"), and the Detroit Fire Fighters Association, Inc., a labor organization existing under the laws of the State of Michigan (hereinafter referred to as the "Union").

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the City of Detroit in its capacity as an Employer, the Employees, the Union, and the people of the City of Detroit.

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

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

ARTICLE 1. DEFINITIONS

- A. "Union" means Detroit Fire Fighters Association, Inc.
- B. "Employees" means all non-civilian employees of the Detroit Fire Department, including by way of illustration and without limitation, such non-civilian classifications enumerated in Schedules A and B annexed hereto. "Employees" also means only those civilian employees in civilian classifications specifically enumerated in Schedules A (if any) and B annexed hereto.
- C. "Service" or "Length of Service" shall include all service with the Fire Department of the City

of Detroit as defined in Article 11-A, *infra*.

- D. "Department" means the Detroit Fire Department.
- E. "Employer" means the City of Detroit.
- F. "Commission" means Fire Commission.
- G. "Immediate Superior" means the immediate superior officer of the person claiming grievance, such as Sergeant, Lieutenant, Captain, Chief or comparable titles.
- H. "Commanding Officer" means the person in charge of a company or division at the time of an occurrence.
- I. "Labor Bureau" means the Labor Relations Bureau of the City of Detroit.
- J. "Grievance" shall mean a claimed violation, misinterpretation or misapplication of the existing rules, wages, procedures, or regulations covering working conditions applicable to the employees of the department and shall include all claimed violations, misinterpretations or misapplications of the provisions of this Agreement. The term "wages" herein shall have no relation to the establishment or changing of wage scales or rates of new or changed jobs or to any provision of the retirement system or the Employees Benefit Plan.
- K. "Union Officers" means the officers of the Union, namely, President, Vice President, Secretary and Treasurer.
- L. "Director" means the elected representatives of the Union, except the Union Officers defined in Section 1, K, *supra*.
- M. "Executive Board" means the four (4) Union Officers as defined in Section 1, K, *supra*.
- N. "Board of Directors" means the Directors and the Executive Board of the Union, as defined in Sections 1, L and 1, M, *supra*.

- O. "Grievance Committee" means a committee of three members designated by the Union to review, screen, and adjust grievances presented by employees.

ARTICLE 2. RECOGNITION OF UNION

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended by Act 379 of the Public Acts of 1965, the Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other terms and conditions of employment of all employees of the Employer for the term of this Agreement as defined in Section 1-B, supra.

ARTICLE 3. MANAGEMENT RIGHTS

A. The Union recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority, consistent with the Charter, the Home Rule Act and the terms of this Agreement.

B. It is understood by the parties that every incidental duty connected with operations enumerated in class specifications is not always specifically described.

C. The department has the right to schedule overtime work as required in a manner most advantageous to the department and consistent with requirements of municipal employment and the public safety, except as provided by law, Section 22-1-6 of the City Code, and Article 17.

D. The department reserves the right to discipline and discharge for just cause. The City reserves the right to lay off personnel for lack of work or funds; or for the occurrence of conditions beyond control of the department; or when such continuation of work would be wasteful and unproductive. The City shall have the right to determine reasonable schedules of work and to establish the methods and processes by which such work is perform-

ed, and to schedule furloughs consistent with Charter provisions in the best interests of public safety, except as provided by law, Section 22-1-6 of the City Code, and Article 17.

E. Except as provided in this Agreement and by law, no policies or procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the following authority conferred on City officials:

1. The Charter responsibility of the Mayor as Chief Executive Officer of the City for enforcing the laws of the State and the City, passing upon Ordinances adopted by the Common Council, recommending an annual budget, or directing the proper performance of all executive departments.
2. The responsibility of the Common Council for the enactment of Ordinances, the appropriation of money, and final determination of employee compensation.
3. The responsibility of the City for determining status, tenure and seniority of employees, establishing rules, initiating promotions and disciplinary actions, certifying payrolls and reviewing appointments and promotions.
4. The responsibility of the Fire Commission governed by Charter provisions, Ordinances and reasonable department rules.
 - a. To appoint, assign, transfer or promote members to positions within the department.
 - b. To suspend, demote, discharge or take other disciplinary action against members for just cause.
 - c. To determine methods, means and per-

sonnel necessary for departmental operations.

- d. To control the department budget.
- e. To take whatever actions are necessary in emergencies or in the interests of public safety to assure the proper functioning of the department.
- f. To determine the duties, responsibilities and qualifications of the employees of the department.
- g. To possess and exercise fully all the powers and perform all the duties pertaining to the government, management, maintenance and direction of the department.

F. No department official or agent of the City shall:

1. Interfere with, restrain, or coerce employees in the exercise of their right to join or refrain from joining a labor organization.
2. Initiate, create, dominate, contribute to or interfere with the formation or administration of any employee organization meeting the requirements of law.
3. Discriminate in regard to employment or conditions of employment in order to encourage or discourage membership in a labor organization.
4. Discriminate against an employee because he has given testimony or taken part in any grievance procedure or other hearings, negotiations, or conferences as part of the labor organization recognized under the terms of this Agreement.
5. Refuse to meet, negotiate, or confer on proper matters with representatives of the

Union as set forth in this Agreement.

G. It is agreed by the Department and the Union that the City and the Department is obligated, legally and morally, to provide equality of opportunity, consideration and treatment of all employees of the department and to establish policies and regulations that will insure such equality of opportunity, consideration and treatment of all employees of the department in all phases of the employment process.

H. It is further intended that this Agreement and its Supplements shall be an implementation of the Charter and Ordinance authority of the Mayor, the Common Council, the Department Heads, the reasonable Rules and Regulations promulgated by the City and the provisions of Public Acts 336 of 1947 as amended by Public Act 379 of 1965.

ARTICLE 4. AGENCY SHOP

Employees not members of the Union and who desire membership in the recognized bargaining unit shall confirm their desire to join for the duration of the Agreement by initiating their Union application form and dues deduction authorization forms within forty-five (45) days after the effective date of this Agreement.

Any person who was certified and employed with the City on or after October 11, 1947 and is covered by this Agreement who is not a member of the aforesaid Union and who does not make application for membership within forty-five (45) calendar days after the effective date of this Agreement shall, as a condition of employment, pay to the Union each month, starting with the first payroll date on or after the aforesaid 45 calendar days, a service charge as a contribution toward the administration of this Agreement in an amount equal to the regular monthly Union membership dues of aforesaid Union. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) calendar days after receipt of written notice to the Employer from the Union, unless the City is otherwise

notified by the Union, in writing, within said thirty (30) days, and provided, that the Union shall release the employing department from fulfilling the obligation to discharge, if during the 30 day period following notice to the Employer from the Union, the employee pays the service fee retroactive to the due date and confirms his intention to pay the required service fee in accordance with the Agreement.

Any person who becomes an employee of the City on or after this Agreement is in effect and is covered by this Agreement who is not a member of aforesaid Union and does not make application for membership within ninety (90) calendar days from the date of employment, shall, as a condition of employment, pay to the Union each month, a service charge as a contribution towards the administration of this Agreement, in an amount equal to the regular monthly union membership dues of aforesaid Union. Such service charge shall be paid on or after his 91st day of employment. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union unless the City is otherwise notified by the Union, in writing, within said thirty (30) days, and provided, that the Union shall release the employing department from fulfilling the obligation to discharge if during the 30 day period following notice to the Employer from the Union, the employee pays the service fee retroactive to the due date and confirms his intention to pay the required service fee in accordance with the Agreement.

All deductions under this Article shall be subject to revocation by the employee who executed such assignments within the thirty (30) day period immediately prior to the expiration date of this Agreement by giving a written notice to the Union and the City Controller. The City Controller and the City Treasurer shall thereafter cease withholding any money whatever under such assignments.

The City or any of its officers and employees shall not be liable for any delay or negligence in carrying out

such deductions, and upon forwarding a check in payment of such deductions by mail to the assignees last known address, the City and its officers and employees shall be released from all liability to the employee-assignors and to the assignees under such assignments (Chapter 16, Article 6, Section 4 of the Municipal Code of the City of Detroit).

If any provision of this Article is invalid under Federal Law, or the laws of the State of Michigan, said provision shall be modified to comply with the requirements of Federal or State law.

The Union agrees that in the event of litigation against the City, its agents or employees, arising out of this provision, it will co-defend and indemnify and hold harmless the City, its agents or employees from any monetary award arising out of such litigation.

The provisions of this Article shall apply to all members of the Detroit Fire Fighters' Association bargaining unit with the exception of the Executive Chief of Fire Department.

ARTICLE 5. DUES CHECK OFF

The Employer agrees to deduct from the wages of any employee, who is a member of the Union, all union membership dues, initiation fees, and assessments, uniformly required, if any, as provided in a written authorization in accordance with the form used by the Employer, provided that the said form shall be executed by the employee.

Such deductions will be authorized, levied, and certified in accordance with the Constitution and By-Laws of the Union, copies of which shall be filed with the Labor Relations Bureau. Each employee who is a member of the Union hereby authorizes the City to rely upon and to honor certifications by the Treasurer of the Union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues.

All authorizations for deductions under this Article may be revoked by the employees who executed such assignments, by giving written notice within the thirty (30) day period, immediately prior to the expiration date of this Agreement, to the Union and the City Controller. The City Controller and the City Treasurer shall thereafter cease withholding any monies whatsoever under such assignments.

The Union shall have no right or interest whatsoever in any money authorized withheld until such money actually is paid over to it. The City or any of its officers and employees shall not be liable for any delay in carrying out such deductions, and, upon forwarding check in payment of such deductions by mail to the Union's last known address, the City and its officers and employees shall be released from all liability to the employee and to the Union under such assignments, all in accordance with Ordinance 1-F, Section 4.

ARTICLE 6. SERVICE FEE CHECK OFF

The Employer agrees to deduct from the wages of any employee who is not a member of the union all union service fees as provided in a written authorization in accordance with the standard form used by the Employer provided that the said form shall be executed by the employee. The written authorization for service fee deduction shall remain in full force and effect during the period of this contract and may only be revoked on written notice within thirty (30) calendar days prior to termination date of this contract. The termination notice must be given both to the Employer and to the union.

ARTICLE 7. BASIS OF REPRESENTATION

A. In accordance with the appropriate step of the grievance procedure provided herein; the Employer agrees, after adequate notification to their commanding officer, that any two officers of the executive board, or the director of the battalion where the grievance is

involved, or the three grievance committee members or a combination thereof as specified in the grievance procedure, may, during their working hours without loss of pay, investigate and present grievances, all in accordance with their proper place in the grievance procedure. Arrangements for their release from their job will be made by their commanding officer. This privilege shall not be abused.

B. The Union officers may be permitted to discuss union business with employees during their duty hour, provided such discussions shall not interfere with the performance of the employee's duties. Upon the granting of this privilege, there shall be no abuse thereof.

C. A copy of each general order or training bulletin will be made available to the Union.

D. A copy of photographs of departmental function, promotions, may be made available to the Union upon request on each specific occasion.

E. Special conferences on important matters will be arranged between not more than five (5) nor less than two (2) officers of the Union and not more than five (5) nor less than two (2) City representatives upon the request of either party. Arrangements for such special conferences shall be made five (5) days in advance whenever possible, and an agenda of the matters to be taken up at the meeting shall be presented in writing at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda.

ARTICLE 8. GRIEVANCE PROCEDURE

A. Every employee of the bargaining unit shall have the right to grieve in accordance with the procedure provided herein.

B. The informal resolution of grievances is urged and encouraged to be resolved at all levels.

C. Grievances shall be processed according to the following procedure:

Step 1 (a) An employee may discuss his grievance with his immediate superior, with or without the presence of his Union representative.

The parties shall discuss the grievance in a friendly manner and shall make every effort to reach a satisfactory settlement at this point. The employee shall have the right to discuss the complaint with his union director before any discussion takes place with the superior. The superior shall make arrangements for the employee to be off his job for a reasonable period of time in order to discuss the grievance with the director.

Step 1 (b) If the matter is not satisfactorily settled, a grievance may be submitted in written form by the director to the immediate superior. The written grievance shall set forth the nature of the grievance, the date of the matter complained of, the names of the employee or employees involved, and the provisions of this Agreement that the grievant claims have been violated. The superior's written answer shall be presented to the director within five (5) calendar days after receipt. Acceptance or rejection of the superior's answer will be written on the grievance form by the director.

Step 2 If the grievance is not satisfactorily adjusted at Step 1 (b), it shall be referred by the director to an Executive Board Officer, who may appeal such grievance to the Battalion Chief or Division Head, who shall discuss the grievance with the director or the Executive Board Officer and the aggrieved employee(s) within five (5) calendar days after receipt of the grievance and render a written answer within five (5) calendar days of the meeting.

Step 3 If not satisfactorily settled, the grievance shall be referred by the Executive Board Officer to the Grievance Committee of the Union, which may appeal it to the Executive Chief. A meeting to discuss the grievance shall be held between the

Grievance Committee and the Executive Chief or his designated representative within five (5) calendar days after receipt of the grievance, and a written decision rendered within five (5) calendar days of the meeting.

Step 4 If not satisfactorily settled, the grievance may be referred to the Board of Fire Commissioners. A meeting between the Commissioners or their designated representatives and a committee of the Union composed of the President, the Vice President and three (3) members of the Grievance Committee shall be held within ten (10) calendar days, after referral to the Commissioners, to discuss the grievance. If not satisfactorily adjusted at this meeting, the Commissioners shall give their written answer within ten (10) calendar days of the meeting. If not satisfactorily settled, the grievance may be submitted to arbitration as provided in Section 8, *infra*.

D. Notwithstanding any other provisions herein, individual employees may present their own grievances to the employer and have them adjusted without the intervention of the director or union officer; provided, however, that the employer has given the director or Union officers notice and an opportunity to be present at such adjustment; and further subject to section 8-K, *infra*. In no event shall adjustments be contrary to or inconsistent with the terms of this Agreement between the Employer and the Union.

E. Notification within a reasonable time shall be given to the appropriate director of any disciplinary action taken against any employee which shall result in official entries being added to his personnel file.

F. The director or another representative of the Union shall have the right to be present and, if requested by the employee, to represent the employee at all levels of disciplinary proceedings. This shall not include the right to be present during administrative processes in

preliminary stages of investigation.

G. Before any employee shall be required to make any written statement or written reply pertaining to any alleged misconduct on his part, the matter shall first be discussed between the employee and his commanding officer. The employee shall have twenty-four (24) hours after such conference to make a written statement. This shall not apply to the completion of the preliminary complaint report.

H. Grievances affecting a large number of employees may be treated as a policy grievance and entered at the third step of the grievance procedure by the Union.

I. Grievances shall be filed within ten (10) calendar days of the event, occurrence or knowledge of the facts giving rise to the grievance. Grievances not appealed in writing to the next step within ten (10) calendar days of the last decision shall be considered settled on the basis of the last decision. Grievances not timely answered by the City as required by Section 7, C, supra, shall be subject to appeal to the next step, as if denied.

J. The City shall not be required to pay back wages more than ten (10) working days prior to the date a written grievance is filed, except as to shortages.

In instances wherein the subject matter of the grievance lies within the jurisdiction of specific City Agencies, i.e., payroll, etc., the grievance steps may be shortened or eliminated to bring the grievance to the Agency's immediate attention.

No claim for back wages shall exceed the amount of wages which the employee would otherwise have earned.

K. The Union will submit a grievance to arbitration only after final approval by the President or Executive Board of the Union. In no event shall an individual be permitted to invoke arbitration in this Agreement.

ARTICLE 9. ARBITRATION

Any unresolved grievance having been processed fully through the last step of the grievance procedure may be submitted to arbitration by either party in strict accordance with the following:

A. Arbitration shall be invoked by written notice to the other party of intention to arbitrate. Upon receipt of a notice to arbitrate, the City and the Union shall each appoint an arbitrator to represent them and each shall notify the other of the name of the person so designated. The two designated arbitrators shall meet and appoint a third disinterested person to act as chairman of the Board of Arbitrators. In the event the two designated arbitrators cannot agree upon the third person within ten (10) calendar days of the demand for arbitration, they shall request the American Arbitration Association to appoint an impartial arbitrator to act as chairman in accordance with its then applicable rules and regulations.

B. The Board of Arbitrators shall limit its decision to the interpretation, application, or enforcement of this Agreement or to matters fairly inferable therefrom, and it shall be without power or authority to make any decision:

1. Contrary to, or inconsistent with or modifying or varying in any way, the terms of this Agreement or of applicable Law or Rules or Regulations having the force and effect of law.
2. Involving the exercise of discretion by the City under the provisions of this Agreement, its Charter, or applicable law.
3. Limiting or interfering in any way with the powers, duties, or responsibilities of the City under its Charter, applicable law, and rules and regulations having the force and effect of law.

4. Changing, altering, or modifying any practice, policy, or rule presently or in the future established by the City so long as such practice, policy, or rule does not conflict with this Agreement.
5. Implying any restriction or condition binding upon the City from this Agreement, it being understood, that, except as such restrictions or conditions upon the City are specifically set forth herein, or are fairly inferable from the express language of any Article and Section hereof, the matter in question falls within the exercise of the rights set forth in the Article of this Agreement entitled "Management Rights."
6. Establishing or changing wage scales or rates of new or changed jobs.
7. Providing agreement for the parties in those cases where, by their contract, they may have agreed that further negotiations should occur to cover the matters in dispute.
8. Granting any right or relief for any period of time whatsoever prior to the effective date of this Agreement or subsequent to the date upon which this Agreement shall terminate; providing that the expiration of this Agreement shall not preclude the Arbitrator from determining rights or granting reliefs relative to any period while the Agreement was in effect.
9. Concerning the discipline or discharge of employees for engaging in a strike, slow-down or stoppage of work, if the employee exercises his right under Section 6 of Act 379 of the Public Acts of 1965, or if he appeals the discipline or discharge to the Civil Service Commission or to the Mayor

pursuant to provisions of the Detroit City Charter or applicable State law.

10. Relative to position classification, whether permanent or temporary with which is in the jurisdiction of the Civil Service Commission.

C. The right of either party to demand arbitration over an unadjusted grievance is limited to a period of twenty (20) calendar days from the final action taken on such grievance under the last step in the grievance procedure immediately prior to arbitration, and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the City.

D. The City in no event shall be required to pay back wages for more than ten (10) working days prior to the date a written grievance is filed. In the case of a pay shortage of which the employee could not have been aware before receiving his pay, any adjustment shall be retroactive to the beginning of the pay period covered by such pay, if the employee files his grievance within ten (10) working days after receipt of such pay.

E. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any compensation for personal services he may have received from any source during the period in question which he would not otherwise have earned.

F. The decision of a majority of the Board of Arbitrators in any case shall not require a retroactive wage adjustment in any other case. Prior to the commencement of the arbitration hearing, either party may state, and the opposite party is bound to agree, that the award shall not be res judicata (conclusive precedent) in like or analogous situations pending at that time.

G. There shall be no appeal from the decision of a majority of the Board of Arbitrators if made in

accordance with its jurisdiction and authority under this Agreement. It shall be final and binding on the Union, on all bargaining unit employees, and on the City. The Union will discourage attempts by any bargaining unit employee to appeal a decision of the Board of Arbitrators to any court or labor board.

H. In the event a case is appealed to the Board of Arbitrators and the board finds that it has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendations on the merits of the case.

I. The expenses of the Chairman of the Board of Arbitrators shall be shared equally by the parties. Each party shall make arrangements for, and pay the expenses of, witnesses who are called by them. Pay for lost time for any City employees other than the aggrieved shall not apply to their participation in arbitration cases; provided that the City shall release employees from work to participate in arbitration cases, also provided, that the release of employees without pay does not adversely affect the operations of the Fire Department.

J. The Board of Arbitrators shall not consider any issue submitted by either party which was not raised in the grievance procedure.

K. In the event the Union concludes that an employee has been unjustly punished or dismissed by the Fire Commission, it may, within twenty (20) calendar days after receipt of the decision of the Fire Commission, appeal such decision to arbitration as provided below. The Board of Arbitrators shall review the decision upon the record made before the Fire Commission.

No new testimony or evidence shall be received by the Board of Arbitrators. If the Board of Arbitrators decides that new evidence or testimony should be heard, it shall refer the case back to the Fire Commission. If the Board of Arbitrators decides that the punishment

imposed was unduly harsh or severe under all the circumstances, it may vacate or modify the findings and punishment accordingly, and its decision shall be final and binding upon the parties and the affected employee.

L. Except as provided herein, the parties understand and agree that in making this Agreement they have resolved for its term all bargaining issues which were or which could have been made the subject of discussion except as provided in Section 18, *infra*. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this Agreement or fairly inferable therefrom, and which are not excluded from arbitration.

ARTICLE 10. NO STRIKE CLAUSE

A. No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slow-down, or withholding of services. The Union agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown, or withholding of services.

B. Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, or withholding of services, the Union shall forthwith disavow any such strike, work stoppage, slowdown, or withholding of services and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the City, the Union shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown, or withholding of services and to return to work forthwith.

C. In consideration of the performance by the Union of its obligations under Paragraphs A and B of this Section, there shall be no liability on the part of the Union nor of its officers or agents for any damages

resulting from the unauthorized breach of the agreements contained in this Section by individual members of the Union.

ARTICLE 11. SENIORITY.

A. Seniority shall be defined for departmental purposes, as the length of continuous service within the Fire Department in classes covered in Schedules A and B. This definition shall not be applicable in cases of layoff and recall (refer to Section 10-H).

B. An up-to-date seniority list showing the names, classification and date of last promotion shall be furnished the Association every twelve (12) months. A copy of the list shall be maintained in all Company Quarters and Divisional Offices for inspection by employees.

C. An employee shall forfeit his seniority only for the following reasons:

1. he resigns or quits;
2. he is discharged or permanently removed from the payroll and such separation is not reversed through the grievance procedure or other legal action;
3. he does not return to work within five (5) calendar days after recall;
4. he does not return to work within three (3) calendar days after the expiration of a leave of absence; except a military leave of absence;
5. he retires on regular service retirement.

D. For purposes of this section, the divisions of the Fire Department shall be deemed to be, (a) fire fighting; (b) fire marshal; (c) apparatus; (d) training academy; (e) communications; (f) water supply.

E. Promotions and Transfers - Fire Fighting Division

1. *General:* Promotions in the Fire Department shall be based on length of service therein. The officers or employee thereof having served the longest period in any position shall be advanced to fill any vacancy in the next higher position, if he shall have the qualifications therefor.
 - a. Promotions shall be based solely upon seniority provided the senior employee shall satisfy qualifications for the position for which he is to be promoted.
 - b. Such qualifications shall be determined by the Fire Commission subject to its bargaining obligations under the Public Employment Relations Act.
 - c. Such promotional qualifications shall be reasonable, relevant, objective, non-arbitrary and non-competitive.
 - d. No senior employee eligible for promotion, shall be by-passed unless he shall be affirmatively disqualified for cause by the Board of Fire Commissioners, with reasons therefor stated in the minutes of the Fire Commission. The foregoing shall be inapplicable with respect to terminations under Title IX, Chapter 7, Article 6, Part a., Section I of the City Charter.
 - e. Seniority credit for promotions to any position in the Fire Fighting Division shall be frozen and cease to accumulate for any member upon acceptance of a transfer and permanent promotion to any other division of the Department. In the event such person is returned to

- the Fire Fighting Division, he shall be reinstated with his frozen seniority.
- f. Promotion to any rank shall require successful passage of a physical examination by the department physician.
 - g. No written qualifying examinations, competitive or non-competitive, shall be required as a condition of promotion.
2. The sequence of ranks for promotions shall be as follows:
- a. Fire Fighter to Fire Sergeant
 - b. Fire Sergeant to Fire Lieutenant
 - c. Fire Lieutenant to Fire Captain
 - d. Fire Captain to Battalion Fire Chief
 - e. Battalion Fire Chief to Assistant Fire Chief
 - f. Assistant Fire Chief to Deputy Executive Chief of Fire Department
 - g. Deputy Executive Chief of Fire Department to Executive Chief of Fire Department
3. Promotions to Fire Engine Operator shall be made as follows:
- a. The sequence of promotion shall be:
 - (1) Fire Fighter to Fire Fighter Driver
 - (2) Fire Fighter Driver to Fire Engine Operator
 - b. Qualifications for promotion to Fire Fighter Driver shall be as follows:
 - (1) Shall be most senior on the official Department Fire Fighter Driver applicant list.

NOTE: Placement on the Fire Fighter Driver applicants list shall occur as follows: At the discretion of the Executive Chief of Fire Department, a period of time shall be declared open for members with at least two (2) years of seniority in the Department to submit an application to the Executive Chief to be placed on the Fire Fighter Driver applicants list. At the close of such period of time, all applications shall be placed in the order of the member's seniority in the Fire Fighting Division and the names of the applicants shall be placed on the Fire Fighter Driver applicants list in such order, at which time the list shall be closed until the list of names drops below a level determined to be necessary by the Executive Chief of Fire Department.

- (2) Shall be certified by the Training Academy as qualified "2 star" driver.
 - (3) Shall successfully pass physical examination by department physician.
- c. Qualifications for promotions to Fire Engine Operator:
- (1) Shall be most senior Fire Fighter Driver on official Department Fire Fighter Driver list.
 - (2) Shall successfully pass physical examination by Department physician.
- d. Relationship to Fire Division Seniority. Generally, promotion to Fire Fighter Driver allows members so promoted to accrue seniority towards promotion to Fire Engine Operator or to Fire Sergeant. When, due to seniority on the Fire Fighter Drivers list, member is eligible for promotion to the rank of Fire Engine Operator, member shall have the option of taking the promo-

tion to Fire Engine Operator at which time seniority towards promotion to the rank of Fire Sergeant ceases; or, declining promotion to the rank of Fire Engine Operator, he shall retain all seniority toward promotion to the rank of Fire Sergeant, but shall automatically be demoted to the position of Fire Fighter and removed from that (FFD) list. Such election of options must be made in writing to the Executive Chief of Fire Department within thirty (30) days notice of the impending vacancy. The following shall be deemed applicable and of force and effect: Fire Commission Bulletin No. 966, date, 5-9-52; Chief of Department Bulletin No. 56, date, 9-8-52; Departmental Rules and Regulations, Article 18, Section 7.

Seniority toward promotion to the ranks of Fire Sergeant, Fire Lieutenant and Fire Captain and other higher ranks in the Fire Fighting Division shall cease upon promotion to the rank of Fire Engine Operator. If a member so promoted to Fire Engine Operator subsequently decides to seek promotion to Fire Sergeant, he must request demotion to the rank of Fire Fighter in writing to the Executive Chief of Fire Department, at which time he shall be returned to the Fire Fighters seniority list, minus all time spent in the rank of Fire Engine Operator (Departmental Rules and Regulations, Article 18, Sections 6, 7 and 8).

4. Transfer of Location:

Employees in the Fire Fighting Division seeking location transfers will be offered a transfer to the location of their preference where a vacancy exists, in accordance with seniority, where practicable, and in such manner as will not adversely affect the operation of the department.

Employees seeking a transfer under this section will advise the department, in writing, of the location. Application for location transfers must be on file with the department at least thirty (30) calendar days prior to an opening.

An application shall remain on file for the duration of this agreement. An employee on the active transfer list must accept the transfer unless withdrawn, in writing, prior to the vacancy. Employees will be entitled to only one transfer during the life of this agreement.

Where a vacancy exists because an individual is promoted, such vacancy in location shall be filled by an eligible transferee under the procedures herein, rather than by the successor promotee.

F. Transfer from Fire Fighting Division and promotion or reclassification in other divisions of the Department.

- a. Members may apply for transfer to the Fire Marshal Division under procedures as outlined in Executive Chief of Fire Department Bulletin No. 14, dated Feb. 20, 1969, as a Fire Prevention Inspector or as a Fire Investigator Lieutenant as outlined on Executive Chief of Fire Department Bulletin No. 40, dated May 21, 1970. All

applications, within the time periods set forth on the bulletins as currently issued from time to time, must be in writing.

- b. At such time as the member successfully passes the qualifying examination procedure, he shall be placed on an eligibility list for either Fire Prevention Inspector or Fire Investigator Lieutenant (whichever position he applies for) according to his Department seniority.
- c. As openings occur in either the Arson Section or the Fire Prevention Section of the Fire Marshal Division, the member who is senior, on the list for either position requested shall be transferred to the Fire Marshal Division at which time he then commences to serve a six (6) months probationary period in the classification he is seeking.
- d. At the conclusion of the probationary period, upon recommendation of the Fire Marshal, the member is either promoted to the rank of Fire Prevention Inspector or Fire Investigator Lieutenant or is rejected for said promotion and returned to the Fire Fighting Division.
- e. During the member's probationary period in the Fire Marshal Division, his seniority in the Fire Fighting Division continues to accrue toward his next promotion in that division. Seniority ceases to accrue in Fire Fighting and commences for higher promotion in the Fire Prevention Section of the Fire Marshal Division or the Arson Section of the Fire Marshal Division at the effective date of change of classification or promotion in that Division.

- f. Members, once transferred and re-classified in the Fire Marshal Division, may apply for transfer to other sections within the Fire Marshal Division by initiating a request in writing to the Fire Marshal (except Arson Section which is covered separately by previously listed procedures in this agreement.) The Fire Marshal then reviews the qualifications of each applicant and makes his recommendation to the Executive Chief of Fire Department for the transfer.

NOTE: Transfer into the Chemical Laboratory Section requires certain college credits for placement and must be certified by the Detroit Civil Service Commission. Any member of the Fire Marshal Division may apply for this position if he has the required qualification.

Transfer into the Plan Examination Section required certain college credits in this regard and must be certified by the Detroit Civil Service Commission. Any member of the Fire Marshal Division may apply for this position if he has the required qualifications.

- g. The Fire Marshal Division is subdivided into the following Sections with the classification of positions listed for each Section as follows:

- Fire Marshal
- Assistant Fire Marshal
- Fire Prevention Section*
- Senior Fire Prevention Inspector
- Fire Prevention Inspector
- Arson Investigation Section*
- Fire Investigator Chief
- Fire Investigator Captain
- Fire Investigator Lieutenant
- Public Relations Section*

Senior Fire Prevention Instructor
 Fire Prevention Instructor
Chemical Laboratory Section
 Senior Chemist— Flammable Materials
Plan Examination Section
 Supervisor of Fire Protection Engineering
 Senior Assistant Architectural Engineer
 - Plan Examiner - Fire Protection
Photographic Laboratory Section
 Fire Photographer
Office Section

NOTE: No promotions from either Fire Fighting or other sections of the Fire Marshal Division are involved.

Each Section of the Fire Marshal Division is separate and distinct from the other and seniority accrued to a member in each Section separately toward promotion to the titles previously listed in part "g" hereof. Refer to Minutes of the Fire Commission meeting of February 27, 1963, pages V and VI.

2. From Fire Fighting Division to Training Academy Division:

- a. Positions in the Fire Training Academy Division shall be as follows:
 Supervisor of training (equivalent in rank to Battalion Chief)

Fire Training Instructor- Captain	Fire Engine Operations Instructor- Captain
Fire Training Instructor - Lieutenant	

- b. Members may apply for transfer to the Fire Training Division under the proce-

dures as outlined on Executive Chief of Fire Department Bulletin No. 14, dated February 20, 1969, as a Fire Training School Instructor Lieutenant. All applications, within the time periods set forth on current Bulletins from time to time as the need occurs to fill vacancies, shall be made in writing to the Executive Chief of Fire Department.

- c. At such time as the member successfully passes the qualifying examination procedure, he shall be placed on an eligibility list in the order of his Department seniority. Vacancies in the Academy Staff shall be filled from this eligibility list starting with the most senior member so qualifying.
- d. All members so assigned to the Academy Staff shall serve a six (6) month probationary period, at which time, upon recommendation of the Supervisor of Training to the Executive Chief of Fire Department, the member shall be either promoted to the rank of Fire Training School Instructor Lieutenant or returned to his position in the Fire Fighting Division without loss of seniority. (Refer to Fire Commission Minutes of meeting dated July 26, 1966. Page IV).
- e. Upon promotion to Fire Training School Instructor Lieutenant, accrual of seniority in the Fire Fighting Division shall cease. Member shall then accrue seniority in the Training Division toward the next higher position in that Division. (Refer to Fire

Commission Minutes of meeting dated
October 23, 1962, page VII.)

- f. Fire Engine Operations Instructor - Captain
 - (1) The position of Fire Engine Operations Instructor — Captain shall be filled by appointment of the most senior applicant therefor who has successfully passed a written and oral qualifying examination therefor. Only titled drivers, Fire Engine Operators and Fire Fighter Drivers with a minimum of ten years in the Fire Fighting Division shall be eligible to take such qualifying examination.
 - (2) Upon his appointment to the position of Fire Engine Operations Instructor - Captain (and following conclusion of the probationary period), an employee's seniority in the Fire Fighting Division shall cease to accrue.
 - (3) Appointment to such position shall be probationary for a six-month period.
 - (4) The Fire Engine Operations Instructor - Captain shall be directly subordinate to the Supervisor of Training.
 - (5) The Fire Engine Operations Instructor - Captain shall not be subject to further promotions within the Division.

- 3. From Fire Fighting Division to Water Supply Division:
 - a. Members may apply for transfer to the Water Supply Division under the procedures as outlined in Executive Chief of Fire Department Bulletin No. 11, dated February 11, 1970.

- b. At such time as the member successfully passes the qualifying examination procedure, he shall be placed on an eligibility list in the order of his Department Seniority. Vacancies in the Division shall be filled from this eligibility list starting with the most senior member so qualifying.
 - c. Any member so assigned shall serve a six (6) month probationary period, at which time, upon recommendation of the Fire Water System Inspector and/or the Executive Chief of Fire Department, the member shall be promoted to the vacancy sought (Fire Water System Inspector).
 - d. Upon promotion or re-classification in the Water Division, the member's seniority shall cease to accrue in the Fire Fighting Division and start to accrue in the Water Division. (Refer to Fire Department Rules and Regulations, Article 18, Sec. 4.)
- 4. From Fire Fighting Division to Fire Central Communications Division:**
- a. Members may apply for transfer to the Central Communications Division under the procedures as outlined on Executive Chief of Fire Department Bulletin No. 115, dated December 15, 1967.
 - b. If member accepts a permanent position in the Central Communications Division, his seniority shall cease in the Fire Fighting Division or any other Division from which transferred. (Refer

to Fire Department Rules and Regulations Article 18, Sec. 4.)

- c. Upon acceptance of permanent position in the Central Communications Division, seniority shall commence toward higher promotion in that Division as listed below:

Supervising Fire Dispatcher
Assistant Supervising Fire Dispatcher
Fire Dispatcher
Senior Assistant Fire Dispatcher
Assistant Fire Dispatcher

G. Promotions in Apparatus Division Involving 24 Hour Emergency Repairmen:

1. Promotions for members of the Department classified as Apparatus Emergency Repairmen (24 hour) to higher positions are outlined in Fire Commission Minutes, dated April 13, 1965, page VI.
2. Titles in the Apparatus Division, as outlined in the above mentioned minutes are as follows:

Superintendent of Fire Apparatus
Assistant Superintendent of Fire Apparatus
Senior Auto Repair Foreman
Mechanical Maintenance Foreman
Auto Painter and Striper Sub Foreman
Apparatus Emergency Repairman

3. The senior employee in the lower classification shall be promoted provided he has the qualifications therefor.

H. Layoffs or demotions attributable to reduction in force, and recalls, shall be in accordance with Civil Service Rules XI and XIV.

ARTICLE 12. VETERANS - RESERVES - EDUCATION

Nothing in this Agreement shall abridge the rights and preferences of veterans and members of the armed forces reserves, as provided by Federal, State, and Local Laws, Rules and Regulations.

ARTICLE 13. GENERAL CONDITIONS

A. An employee shall not be required to use his privately owned vehicle for any Fire Department purpose unless on a voluntary basis, in which event he shall be protected by the City against liability during such times and shall participate in the City's car mileage program; all in accordance with Chapter 16, Article 13, and Section 16-1-7 both of the City Code.

B. An employee unable to perform his duties because of injury or while recuperating from an illness may absent himself from his home while on sick leave with the written permission of the department physician, processed through the Executive Chief of Department's office.

C. Payment will be made for Fire Fighters and Fire Fighter Drivers working as Fire Sergeants, effective August 1, 1969, in each instance where a Fire Fighter or a Fire Fighter Driver has worked 12 consecutive hours or more in the Fire Sergeant class as determined by the Civil Service Commission. Such payment shall be retroactive to the first hour of such work.

D. A sufficient number of dual titles of Firefighter/Fire Fighter Driver shall be established to provide necessary prequalified personnel to perform the duties and responsibilities of absent Fire Fighter Drivers on an as-needed basis. The selection of Fire fighters for this dual classification shall be from the Fire Fighter Driver applicant list in the Department Seniority Book (effective July 1, 1970).

E. No employees shall be required during their leave days to make trips to the Stores Division, department tailor, department physician for promotional

physical examination, or to court (except when subpoenaed).

F. Nothing contained herein shall be deemed to supersede the arbitration award rendered January 4, 1971 by Messrs. Harry H. Platt, Allen Hyman and Joseph P. O'Donnell, or of the pre-arbitration agreements reflected in Joint Exhibit i, Article IV of said arbitration proceeding, which award and agreements shall be deemed to be of full force and effect and which shall be observed according to their terms.

ARTICLE 14. FUNERAL LEAVE

A. Civilian Employees (Source, 16-7-2.1, City Code)

1. If death occurs among members of the employee's immediate family, the employee shall be granted three (3) days funeral leave without deduction of pay, not to be charged to sick leave, provided, that such leave may be extended to five (5) days within the discretion of the Department Head based on individual circumstances.

The immediate family is defined as wife, husband, son, daughter, brother, sister, father, mother, or any members of the employee's household.

2. If a death occurs among the relatives of the employee, the employee shall be granted one (1) day funeral leave without deduction of pay, not to be charged to sick leave.

A relative is defined as grandson, granddaughter, grandmother, grandfather, brother-in-law, sister-in-law, uncle, aunt, mother - in - law, or father - in - law.

B. Non-Civilian Employees (Source 22-1-7, City Code)

1. If a death occurs among members of the employee's immediate family, such employee shall be granted up to four consecutive calendar days funeral leave without deduction of pay, not to be charged to sick leave.

The immediate family is defined as wife, husband, son, daughter, brother, sister, father, mother or other members of the employee's household.

2. If a death occurs among the relatives of the employee, such employee shall be granted one tour of duty funeral leave without deduction of pay, not to be charged to sick leave.

A relative is defined as grandson, granddaughter, grandmother, grandfather, brother - in-law, sister - in-law, uncle, aunt, mother - in - law, or father - in - law.

3. The Executive Chief of the Fire Department may grant funeral leave for death in immediate family in excess of four (4) consecutive calendar days. Such additional funeral leave shall be deducted from the employee's sick leave accumulation.

ARTICLE 15. CONVENTIONS

- A. Subject to the operating needs of the Fire Department as determined by the Board of Fire Commissioners, time off without loss of pay shall be granted to all delegates duly elected to attend annual state or national convention of Veterans' organizations with National Congressional Charters with dates and locations as approved by Common Council.
- B. Each delegate may attend only one Veterans' convention in any one calendar year without

loss of pay and shall certify to the Department Head that he did attend such convention.

- C. The Union may from time to time request Common Council to approve attendance at state or national conventions of labor organizations by City employees without loss of time or pay.

ARTICLE 16. HOLIDAYS

- A. Civilian Employees (Source 16-5-13, City Code)
 - 1. Employees shall be paid for the eight (8) holidays of Independence Day, Labor Day, Thanksgiving, Christmas, New Year's Day, Memorial Day, Veterans' Day and Election Day in each year as designated by a Resolution of the Common Council, and two (2) swing holidays in each fiscal year. New employees shall be entitled to the swing holidays after ninety (90) calendar days.
 - 2. If an employee works on any of the above designated holidays, he shall receive eight (8) hours straight time pay for the holiday as such and two hundred percent (200%) of his basic or hourly rate for all hours worked and otherwise in accordance with Chapter 16, Article 5, Section 13, of the Municipal Code of the City of Detroit.
 - 3. When a holiday falls within an employee's scheduled vacation period, the employee shall receive regular pay for the unworked holiday in lieu of a day of vacation pay and no vacation charged will be made for that day.
 - 4. An employee shall be eligible for holiday pay provided he shall have received at least eight hours of pay, exclusive of overtime, in the calendar week prior to, during or after the holiday; provided the employee con-

tinues on the payroll through the Holiday in question.

5. In any payroll week in which a holiday, as provided in this section, falls on Saturday, it shall be observed on the preceding Friday, and if it falls on Sunday, it shall be observed on the following Monday. However, in the case of employees on seven (7) day operations and for other employees whose regular five-day schedule require them to work on a calendar holiday, the actual calendar holiday shall be observed in accordance with Chapter 16, Article 5, Section 13, of the Municipal Code of the City of Detroit.
 6. If an employee absents himself without just cause from scheduled regular or overtime holiday work, he shall receive no pay for the holiday, in accordance with Chapter 16, Article 5, Section 13, of the Municipal Code of the City of Detroit.
 7. Holiday pay shall not be pyramided with overtime pay.
- B. Non-Civilian Employees (Source 22-1-4, City Code)
1. For the eight holidays consisting of Independence Day, Labor Day, Thanksgiving Christmas, New Year's, Memorial Day, Veteran's Day and Election Day in each year as designated by a resolution of the Common Council; one additional "Swing" holiday as provided by the Closing Resolution of the Common Council (J.C.C. May 2, 1969, pg. 1053) subject to designation pursuant to negotiation by the parties;

and for an alternate - for - Election - Day holiday as may from time to time be declared by the Common Council with an adequate appropriation, non-civilian employees of the Fire Department shall be compensated as follows:

- a. If an employee works on any of such holidays he shall be paid, in addition to his regular daily rate, one-hundred fifty percent (150%) of his hourly work rate, as defined in subsection (f) of this section, for each hour he works on such holiday.
- b. If an employee does not work any portion of a holiday by reason of his absence on leave, he shall be granted compensatory time off on the basis of twelve (12) hours credit.
- c. (1) If an employee does not work any portion of a holiday by reason of his absence on furlough, he shall be granted twenty-four (24) hours compensatory time off.
(2) If an employee does not work any portion of a holiday by reason of his absence on a duty - connected injury leave, he shall be compensated according to the Award of Arbitration dated January 4, 1971.
- d. An employee's work day, leave day or furlough day shall be deemed to be a twenty-four consecutive hour period, commencing at 8:00 a.m.
- e. Accumulated compensatory time shall be liquidated or paid for in cash in accordance with Item No. 4 of the Memorandum of Understanding dated

February 7, 1972 and attached hereto.

- f. For the purpose of this section, the following definitions shall apply:
- (1) **Holiday:** Any of the holidays enumerated in this section, each of which is a twenty-four consecutive hour period, co-extensive with its calendar day, commencing at 12:00 midnight.
 - (2) **Holiday Work Rate:** For the purpose of computing holiday premium pay, such term means the annual rate of pay of non-civilian employees of the Fire Department, divided by fifty-two times the number of hours in the Fireman's average work week, as established by ordinance for uniformed members of the Fire Fighting Division of the Fire Department.

ARTICLE 17. HOURS AND LEAVE DAYS

(Source 22-1-6, City Code)

A. The leave of absence of uniformed members of the Fire Fighting Division of the Fire Department shall be, for each member, one day of twenty-four (24) hours off duty in every forty-eight (48) hours, and an additional twenty-four (24) consecutive hours off duty in each six-day period (such additional twenty-four consecutive hours to be joined with proximate regular leave days so as to afford a leave period of seventy-two consecutive hours), and a furlough of twenty days in each year.

B. The City shall present to the Union no later than March 1, 1972 a detailed plan for achieving a reduction of the average work week for Fire Fighters to no

more than 50.4 hours no later than June 1, 1972, and continuing thereafter. Upon request, the City shall bargain with the Detroit Fire Fighters' Association concerning the effects of the plan on the working conditions of Fire Fighters; provided, that the above-specified reduction in the average work week to 50.4 hours shall not be delayed beyond June 1, 1972, except by mutual agreement between the City and the Detroit Fire Fighters' Association.

C. It is understood by the parties that paragraph B, above, shall be subject to conditions or provisions of the price and wage controls imposed by the Federal Government, if applicable.

ARTICLE 18. ADOPTION BY REFERENCE OF RELEVANT CHARTER PROVISIONS, ORDINANCES AND RESOLUTIONS

The parties further agree that all existing provisions of the City Charter, and except as modified by this Agreement the Ordinances and Resolutions of the Common Council, as previously amended from time to time, relating to the working conditions and compensation of department personnel are incorporated herein by reference and made a part hereof to the same extent as if they were specifically set forth. These Charter provisions, Ordinances and Resolutions include, but are not necessarily limited to, the following subject matters:

1. Hours of work and method of compensation
2. Overtime payments
3. Premium payments
4. Uniforms and equipment
5. Vacations (Furlough and Leave Days)
6. Holidays
7. Non-duty connected illness or disablement (Sick Leave)

8. Duty-connected illness or disablement
9. The Retirement System (Pensions)
10. Longevity Pay
11. Funeral Leave
12. Promotion

ARTICLE 19. VACATION SELECTION SCHEDULE AND CANCELLATION PROCEDURE

A. *Furlough Schedule:*

Employees shall make their furlough selection in accordance with the established schedule of winter and summer furlough periods.

B. *Cancellation of Furlough*

In the event of illness, injury, or funeral leave, which would occur during a regularly scheduled furlough, the balance of said furlough shall be cancelled and re-scheduled at a later date.

In case of duty connected injury, the Department shall schedule the furlough whenever possible at the employee's requested time.

ARTICLE 20. ECONOMIC MATTERS

It is agreed that such subjects as wages, hours, furloughs, holidays, overtime pay, hospitalization, and other economic matters not included herein shall be subject to further bargaining between the parties hereto in accordance with the City Budget calendar requirements, the Public Employment Relations Act and the Compulsory Arbitration Act, as applicable.

ARTICLE 21. MISCELLANEOUS

A. *Maintenance of Wages and Hours:*

Wages, hours and conditions of employment legally in effect on the effective date of this agreement, shall, except as improved herein, be maintained during the term of this Agreement.

It is the intent of this article not to restrict,

interfere with, prevent or hinder the City from carrying out its duties and responsibilities to the public well being, by way of illustration, but not limitation, those rights, duties and responsibilities enumerated in Article 3 and the Purpose and Intent clause hereof, subject to the City's obligations under PERA and other laws.

B. Relation to Regulations, Etc:

Insofar as any provisions of this Agreement shall conflict with any Ordinance, Resolution, Rules or Regulations of the City, appropriate City amendatory or other action shall be taken to render such Ordinance, Resolution, Rule or Regulation compatible with this Agreement. The parties agree that any Charter proposals made by either party which have the effect of altering or impairing any provision of this contract shall not have a proposed effective date earlier than July 1, 1972.

C. Savings Clause:

If any article or section of this Agreement or any Supplements thereto, should be held invalid by operation of law or any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and Supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 22. DURATION

This Agreement shall become effective upon the effective date of the Resolution of Approval of the Common Council as provided by law.

This Agreement shall remain in full force and effect until 11:59 p.m., June 30, 1973. The parties may, by written agreement, extend the Agreement for any agreed upon period beyond the expiration date.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures below:

CITY OF DETROIT

By: /s/ Roman S. Gribbs, Mayor
Allan W. Davis
R.P. Roselle
Michael M. Glusac
Charles A. Meyer
William S. Schindler

DETROIT FIRE FIGHTERS' ASSOCIATION

By: /s/ Earl J. Berry
Hubert L. Gersch
Andrew J. Dempsey
Raymond J. Zaborski

APPROVED BY COMMON COUNCIL

February 15, 1972

James Jackson Jr., Deputy City Clerk

SCHEDULE A

24-HOUR EMPLOYEES

FIRE UNIFORM

Executive Chief of Fire Department	01-10-75
Deputy Executive Chief of Fire Department	01-10-68
Assistant Fire Chief	32-10-67
Battalion Fire Chief	32-10-51
Fire Captain	32-10-41
Fire Lieutenant	32-10-31
Fire Sergeant	32-10-22
Fire Engine Operator	32-10-21
Fire Fighter Driver	32-10-19
Fire Fighter	32-10-17
Supervisor of Fire Department	07-90-31
Training School	
Fire Training School Instructor-Captain	07-90-21

Fire Training School Fire Engine Operation- Captain	
Fire Training School Instructor-Lieutenant	07-90-11

MARINE DIVISION

Master of Fire Boat	74-30-51
Marine Operating Engineer	74-30-43
Boiler Operator-High Pressure-24 Hour Service	74-40-22

FIRE APPARATUS

Apparatus Emergency Repairman	72-90-41
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SCHEDULE B 40-HOUR EMPLOYEES

FIRE APPARATUS

Superintendent of Fire Apparatus	72-11-81
Assistant Superintendent of Fire Apparatus	72-11-71
Senior Auto Repair Foreman	72-31-56
Mechanical Maintenance Foreman	71-20-51
Auto Painter & Striper Sub Foreman	72-41-43

COMMUNICATIONS

Supervising Fire Dispatcher	73-60-71
Assistant Supervising Fire Dispatcher	73-60-64
Fire Dispatcher	73-60-51
Senior Assistant Fire Dispatcher	73-60-41
Assistant Fire Dispatcher	73-60-31

MISCELLANEOUS

Fire Water System Inspector	19-90-22
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FIRE PROTECTION

Fire Marshal	19-70-51
Assistant Fire Marshal	19-70-47
Senior Fire Prevention Inspector	19-70-41
Fire Prevention Inspector	19-70-31
Fire Photographer	43-91-30

ARSON INVESTIGATION

Fire Investigator - Chief	19-70-46
Fire Investigator - Captain	19-70-40
Fire Investigator - Lieutenant	19-70-30

PUBLIC RELATIONS

Senior Fire Prevention Instructor	33-80-35
Fire Prevention Instructor	33-80-25

PLAN EXAMINATION

Supervisor of Fire Protection Engineering	33-82-51
Plan Examiner - Fire Protection	33-82-41

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DETROIT AND THE DETROIT FIRE FIGHTERS' ASSOCIATION

The City of Detroit and the Detroit Fire Fighters' Association, for the mutual interest of the City of Detroit, the Employees, the Union, and the people of the City of Detroit agree to the following changes in Fire Department operations and employee benefits:

1. Fire alarm "pull boxes" shall be removed as quickly as practicable but not less fast than in accordance with the attached timetable labeled "Schedule A" Telephone-type emergency communication equipment will be installed at selected locations.
2. An Emergency Medical Service will be instituted as a separate division of the Detroit Fire Department. This division will be staffed by civilian personnel and the vehicles and personnel of the

division will be housed in Fire Department facilities.

Non-civilian personnel of the Detroit Fire Department will not be required to assist in staffing the Emergency Medical Service under any conditions including standing "watch" over the separate Emergency Medical Service telephone at each ambulance location, and will not be required to assist with maintenance and care of Emergency Medical Service equipment. However, employees currently working in other Detroit Fire Department divisions who are recruited and who voluntarily accept a temporary position in the Emergency Medical Service program to assist in its implementation shall have their full seniority rights protected as if they had remained in their former division.

In the event that employees in other divisions of the Detroit Fire Department are detailed to the Emergency Medical Service division, the positions they formerly held shall be filled at the same level and with the same numbers of personnel.

Communications for the Emergency Medical Service shall be distinct from the existing communications system in operation in the Fire Department.

3. Tactical Mobile Squads will be organized to replace the existing Rescue Squads. There will be eleven Tactical Mobile Squads of four men each that will provide reserve manpower for each Battalion to achieve constant level staffing of engines and ladders and will provide a mobile team of Fire Fighters to respond to all structure fires or fires of some consequence.
4. Cash payment of compensatory time will be made according to the following provisions:

- a. All compensatory time, including regular compensatory time, Special No. 1, Special No. 3, and all bonus vacation (SL-CT), Excused Time (Special H), and all other compensatory time shall for purposes of this memorandum be known as C-time.
- b. All C-time on the books as of July 1, 1971, and not since liquidated, shall be paid for in cash at the June 30, 1971, Holiday work rate.
- c. All C-time earned from July 1, 1971, through June 30, 1972, and not since liquidated, shall be paid for in cash at the May 31, 1972, Holiday work rate provided the employee does not exercise his liquidation option described in section 4(e) below.
- d. Each year thereafter all C-time earned from July 1, through June 30, shall be paid for in cash at the June 30, Holiday work rate provided the employee does not exercise his liquidation option described in section 4(e) below.
- e. No later than May 31, 1972, and each May 31, thereafter, an employee covered by this memorandum may exercise an option to retain all of his C-time which would otherwise become subject to cash payment on the next subsequent July 1st. In order to exercise this option, the employee must notify the Detroit Fire Commission in writing no later than May 31, and must retain for liquidation all C-time that will be on the books as of July 1. If an employee exercises this option he must liquidate all such time during the succeeding fiscal year and will lose any such time as he is unable to liquidate. Liquidation is subject to existing departmental rules and restrictions.

- f. Payment dates for cash payment of C-time are as follows: As soon after July 1, 1972, as is administratively practicable, but no later than the second paycheck in August, 1972, payment shall be made for such time that was on the books and subject to payment as existed on July 1, 1971. Each year thereafter such payment shall be made as soon as is administratively practicable, but no later than the second paycheck in August, for C-time subject to payment on July 1, of that year.
5. The City of Detroit agrees:
 - a. to provide a simple and expeditious procedure for replacing property stolen from fire stations;
 - b. to provide expeditious replacement of worn or missing station equipment;
 - c. to inventory furniture and equipment in each fire station house and replace missing and badly worn items;
 - d. to provide reasonable theft protection for the property of fire fighters that is properly on the premises.
6. The City of Detroit will make the following organizational changes in the Detroit Fire Department:
 - a. Convert the Executive Chief position to a civilian position of Executive Director. The new position of Executive Director will not be included in the bargaining unit represented by the Detroit Fire Fighters' Association.
 - b. The Board of Fire Commissioners shall become an advisory body to the Executive Director.

- c. A new civilian position of Executive Assistant shall be created. The Executive Assistant shall be assigned responsibility for departmental personnel and financial administration.

In the event that an employee in another division of the Detroit Fire Department is detailed to be the Executive Assistant, the position he formerly held shall be filled at the same level.

- d. The Deputy Chief will be the division head of the Fire Fighting Division.

The City of Detroit agrees to implement the terms of this memorandum as soon as is reasonably possible, including initiating any action necessary to effectuate to the extent legally possible, any necessary Charter Amendments. Item No. 4, hereof, respecting C-time shall nevertheless be implemented according to its terms.

The Detroit Fire Fighters' Association agrees to support the implementation of the terms of this memorandum and waives the maintenance of conditions clause in its agreement with the City of Detroit dated February 7, 1972 with respect to matters related to the implementation of this memorandum.

Dated this 7th day of February, 1972

CITY OF DETROIT

By: /s/ Allan W. Davis, Director
Labor Relations Bureau

DETROIT FIRE FIGHTERS' ASSOCIATION, LOCAL NO. 344

By: /s/ Earl J. Berry, President
Hubert L. Gersch, Vice President
Andrew J. Dempsey, Secretary
Raymond J. Zaborski, Treasurer

City of Detroit

ROMAN S. GRIBBS, *Mayor*

LABOR RELATIONS BUREAU
304 CITY-COUNTY BUILDING
DETROIT, MICHIGAN 48226

February 7, 1972

Mr. Earl Berry, President
Detroit Fire Fighters Association
Local No. 344, AFL-CIO
Executive Plaza, Suite No. 544
1200 Sixth Street
Detroit, Michigan 48226

Dear Mr. Berry:

Nothing contained in the non-economic agreement and memorandums of understanding shall be deemed to supercede the Arbitration Award, dated December 1, 1971.

Article 21 of the non-economic agreement shall be subject to Article 20, thereof.

Sincerely,
By: /s/ ALLAN W. DAVIS
Director

SCHEDULE A TIME SCHEDULE FOR REMOVAL OF THE FIRE ALARM BOXES

Fire alarm boxes will be removed in accordance with the following:

Commencing in March 1972, removal of *abused boxes* would be at the rate of twenty (20) per month for a period of approximately nine (9) months.

Commencing with the tenth (10th) month, removal rate would be approximately 200 boxes per month until *all* boxes had been removed and replaced where determined by a voice type reporting instrument.

The above schedule is contingent upon:

- a. Common Council approval as soon as possible of the funds to purchase the necessary voice type instruments and equipment.
- b. Uninterrupted bidding and awarding of contract.
- c. No major delays in manufacture of equipment (i.e. strikes, fire, natural disaster, etc.)
- d. No work stoppages by installing crews in City of Detroit.

MEMORANDUM OF UNDERSTANDING

Between The

CITY OF DETROIT

And The

DETROIT FIRE FIGHTERS' ASSOCIATION

Specifically, with respect to Articles 11 and 17 hereof (Department Seniority) the parties hereby reserve all rights and defenses which they have by reason of court and Michigan Employment Relations Commission decisions, including by way of illustration but not limitation, the following:

Brady v. City of Detroit 353 Mich. 243 (1958);

Detroit Fire Fighters' Association v. Board of Fire Commissioners of City of Detroit, 366 Mich. 45 (1962);

Detroit Fire Fighters' Association v. Board of Fire Commissioners and Civil Service Commission, Wayne Circuit Court No. 11517 (Hon. John Wise;)

Detroit Fire Fighters' Association v. City of Detroit,
Wayne Circuit Court No. 92761 (Hon. Charles
Kaufman);

*Detroit Fire Fighters' Association v. Board of Fire
Commissioners of City of Detroit*, Wayne Circuit
Court No. 560-033 (Hon. Geo. E. Bowles);

Michigan Employment Relations Commission No.
C67- F-58, *City of Detroit Board of Fire Commis-
sioners v. Detroit Fire Fighters' Association*, en-
forced, 22 Mich. App. 137; ✓

Michigan Employment Relations Commission Case
No. C69 D-37, *City of Detroit Board of Fire Com-
missioners and Local 344, Detroit Fire Fighters'
Association*.

It is specifically understood that with respect to any
other subject, the parties do not waive any rights and de-
fenses which they have by reason of the aforementioned
decisions.

Dated this 7th day of February, 1972.

Earl J. Berry,
President DFFA

Allan W. Davis,
Director, Labor Relations Bureau

SUPPLEMENTAL MEMORANDUM OF UNDERSTANDING

The City of Detroit and the Detroit Fire Fighters'
Association agree to the following:

In consideration of the Memorandum of Under-
standing and of the (non-economic) Agreement, both of
even date,

1. The parties will dismiss pending suit captioned,
"Detroit Fire Fighters' Association, Local 344, I.A.F.F.,
a Michigan non-profit corporation, plaintiff -vs- City of
Detroit, a Municipal Corporation, defendent," Wayne
Circuit Court No. 182-069.

2. Such Memorandum of Understanding and such
(non-economic) Agreement shall remain of full force and

effect according to their terms notwithstanding pending appeal by the City from decision by the Michigan Employment Relations Commission in "City of Detroit and Detroit Fire Fighters' Association, Michigan Employment Relations Commission No. C-71 D76", and notwithstanding any judicially directed reversal or modification of such MERC decision as may occur.

3. The changes agreed to in paragraph 6 of the Memorandum of Understanding shall become effective if, as and when a charter amendment required to effect sub-paragraphs (a), (b) and (c) thereof becomes effective.

Dated this 7th day of February, 1972.

DETROIT FIRE FIGHTERS'
ASSOCIATION, LOCAL NO. 344 CITY OF DETROIT

Earl J. Berry, President
D.F.F.A., Local 344

Allan W. Davis, Director
Labor Relations Bureau