

6/30/89

Detroit, City of

# AGREEMENT

BETWEEN THE

**CITY OF DETROIT**

AND THE

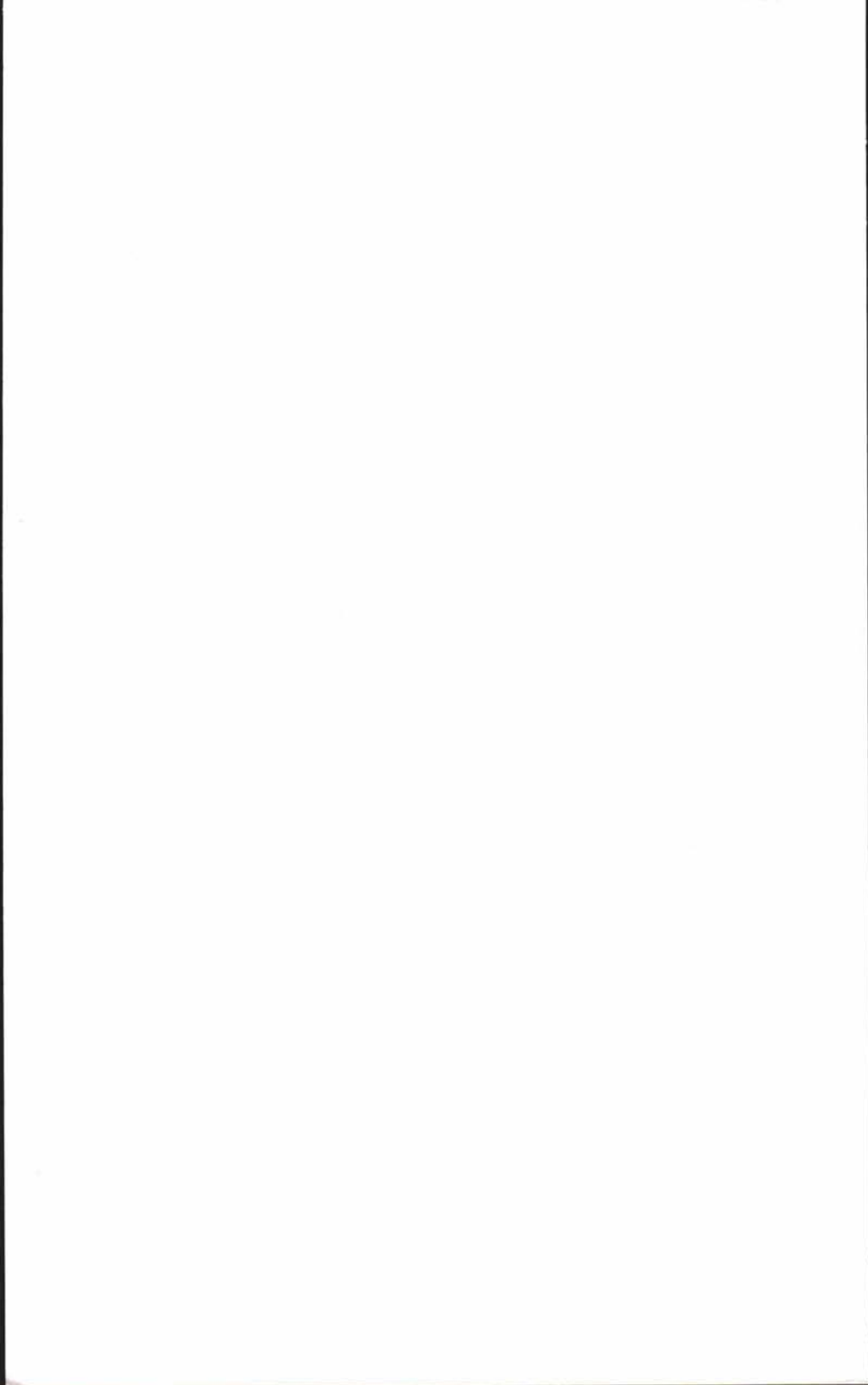
**DETROIT FIRE FIGHTERS ASSOCIATION**

LOCAL No. 344 I.A.F.F.

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University



Contract Duration: July 1, 1986 to June 30, 1989



6/30/89

## DETROIT FIRE FIGHTERS ASSOCIATION

ROBERT J. HAIG  
President

MARK D. LAFFERTY  
Vice-President

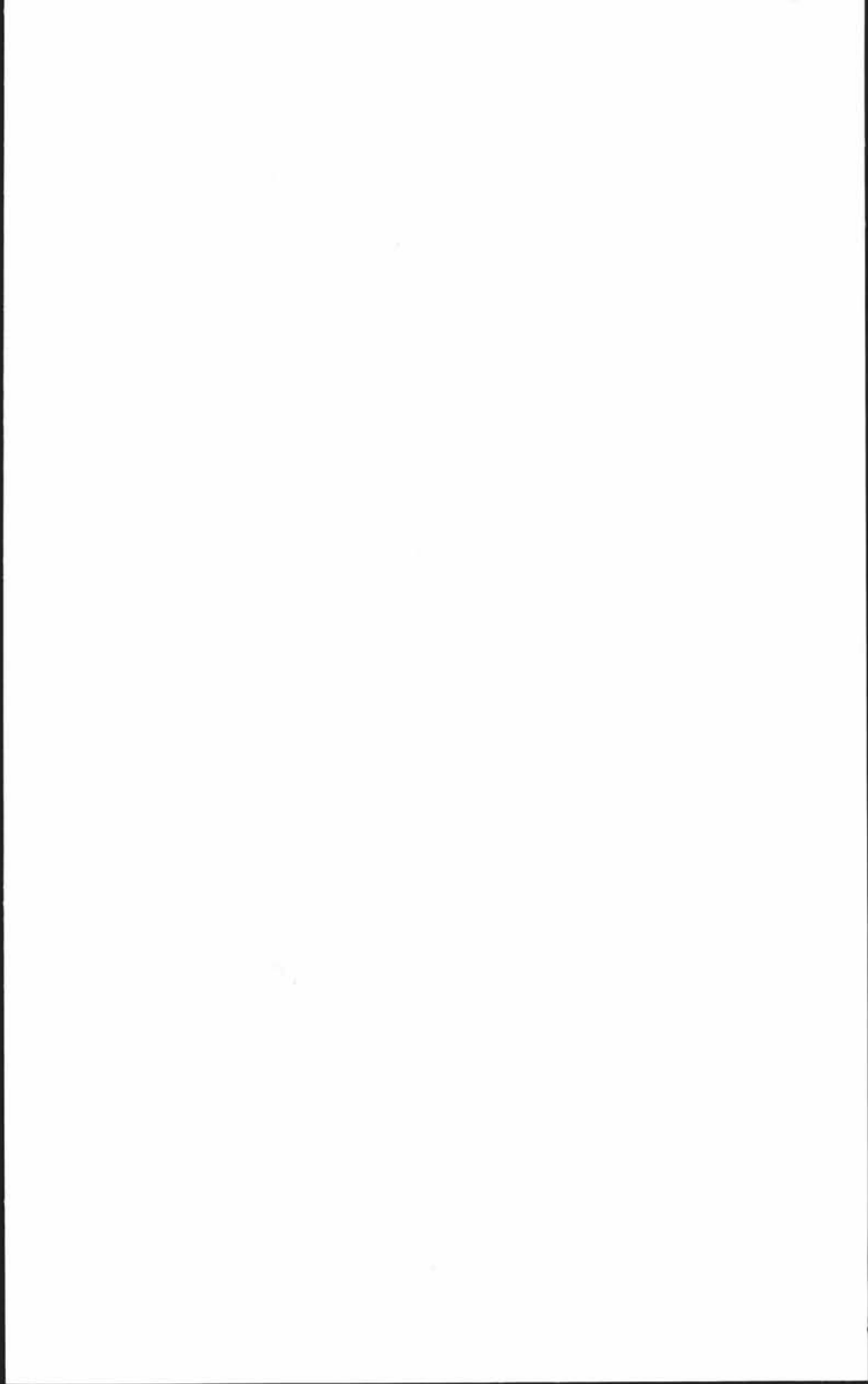
JOHN CHAKAN  
Secretary

ALBERT RICHARDSON  
Treasurer

### DIRECTORS

BRUCE BERRY  
DENNIS HOLMES  
FRANK ENGLISH  
DAN ROOKS  
DAN McNAMARA

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ROBERT DOMBROWSKI  
RICHARD MARTIN  
DAVID STANTON  
JOHN TUCKER





MASTER 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, 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.

### **DEFINITIONS**

1. "Board of Directors" means the Directors and the Executive Board of the Union, as defined in paragraphs 6 and 8, *infra*.
2. "City" means the City of Detroit, a Michigan Municipal Corporation.
3. "Commanding Officer" means the person in charge of a company, section or division at the time of an occurrence.
4. "Commissioner" means the Fire Commissioner who heads the Detroit Fire Department.
5. "Department" means the Detroit Fire Department.
6. "Director" means the elected representatives of the Union, except the Union Officers defined in paragraph 14, *infra*.
7. "Employer" means the City of Detroit.
8. "Executive Board" means the four (4) Union Officers as defined in paragraph 14, *infra*.
9. "Grievance" means an alleged violation of this Agreement or of the rules and regulations of the Department, or an alleged improper application or interpretation of this Agreement or of the rules and regulations of the Department.
10. "Grievance Committee" means a committee of three (3) members designated by the Union to review, screen, and adjust grievances presented by employees who are represented by the Union.

11. "Immediate Superior" means the immediate superior officer of the person claiming grievance, such as Sergeant, Lieutenant, Captain, Chief or comparable titles.
12. "Labor Relations Division" means the Labor Relations Division of the Personnel Department of the City of Detroit.
13. "Union" means the Detroit Fire Fighters Association, Local 344, International Association of Fire Fighters.
14. "Union Officers" means the officers of the Union, namely, President, Vice-President, Secretary and Treasurer.
15. Pronouns of masculine and feminine gender include each other.

## **1. RECOGNITION**

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the City of Detroit hereby recognizes the Detroit Fire Fighters Association as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment of all non-civilian employees of the Detroit Fire Department, including by way of illustration and without limitation, such non-civilian classifications enumerated in Schedule II, attached, and those civilian employees in civilian classifications that are specifically enumerated in Schedule II attached.

## **2. 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 the 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, and by Article 15 of this Agreement.

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 performed, and to schedule furloughs consistent with Charter provisions in the best interests of public safety, except as provided by law, and by Article 19 of this Agreement.

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 City Council, recommending an annual budget, or directing the proper performance of all executive departments.
2. The responsibility of the City 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 responsibilities of the Fire Commissioner under the Charter of the City of Detroit.

F. No employee shall be disciplined or discharged except for just cause.

G. It is agreed by the Department and the Union that the City and the Department are 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 City Council, the Department Heads, the reasonable Rules and Regulations promulgated by the City and the provisions of Public Act 336 of 1947 as amended.

### **3. UNION SECURITY**

A. Employees are free to join or not join the Union. Employees who are members of the recognized bargaining unit but who are not members of the Union may join the Union by executing their Union application form and dues and initiation fees deduction authorization form.

B. The City agrees to deduct from the wages of an employee, who is a member of the Union, all Union membership dues and initiation fees uniformly required, as provided in a written authorization in accordance with the standard form used by the City provided that the said form shall be executed by the employee. The written authorization for Union dues and initiation fees deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice during the thirty (30) calendar day period immediately preceding the expiration date of this Agreement. The revocation notice must be given to both the Finance Department and to the Union.

C. Any person employed with the City and covered by this Agreement, who is not a member of the Union and who does not make application for membership within ninety (90) calendar days from the effective date of this Agreement or from the date he first becomes a member of the bargaining unit, whichever is later, shall as a condition of employment, pay to the Union an agency shop service fee as a contribution towards the administration of this Agreement, in an amount equal to the regular membership dues of the Union. Employees who fail to comply with this requirement shall be discharged within thirty (30) calendar days after receipt of written notice by the Fire Department from the Union unless otherwise notified by the Union in writing within said thirty (30) calendar days or unless during such 30-day period the employee pays the membership dues or agency shop service fee retroactive to the due date and confirms his intention to pay the required membership dues or agency shop service fee in accordance with this Agreement, and the Union so advises the Fire Department in writing.

D. The City agrees to deduct from the wages of any employee covered by this Agreement, who is not a member of the Union, all Union agency shop service fees uniformly required as provided in a written authorization in accordance with the standard form used by the City, provided that the said form shall be executed by the employee. The written authorization for Union agency shop service fee deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice during the thirty (30) calendar day period immediately preceding the expiration date of this Agreement. The revocation notice must be given to both the Finance Department and to the Union.

E. All Union membership dues and agency shop service fees will be authorized, levied, and certified in accordance with the by-laws of the Union. Each employee and the Union hereby authorize 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 and agency shop service fees, which dues and agency shop service fees shall be sent to the Treasurer of the Union. The Treasurer of the Union shall not request the City to change the amounts so deducted more often than eight times each City fiscal year.

F. The Union shall have no right or interest whatsoever in any money authorized withheld until such money is actually 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 a check in payment of such deductions by mail to the Union, the City and its officers and employees shall be released from all liability to the employee-assignors, and to the Union under such assignments. (Chapter 13, Article 4, Section 4 of the Municipal Code of the City of Detroit.)

G. The Union shall refund to employees, dues and agency shop service fees erroneously deducted by the City and paid to the Union. The City may offset any amount erroneously or improperly deducted and paid to the Union from any subsequent remittance to the Union.

H. The Union agrees to save and hold harmless the City from any damages or other financial loss which the City may be required to pay or suffer as a consequence of complying with the above provisions.

#### **4. BASIS OF REPRESENTATION**

A. In accordance with the appropriate step of the grievance procedure provided herein the Employer agrees, after adequate notification to their Battalion Chief or Section Head, 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 Battalion Chief or Section Head.

B. The Union officers may be permitted to discuss Union business with employees during their duty hours, 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. The Union will be provided a copy of each inter-office order of a general nature which is sent to all Chiefs or Commanding Officers. Copies of all charges against an employee, when signed by the employee charged, shall promptly be furnished to the Union through departmental mail. The results of the hearing shall also be furnished to the Union through departmental mail.

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

E. The officers of the Union, i.e., President, Vice-President, Secretary and Treasurer, shall be permitted time off on a full time basis with compensation to which their rank otherwise entitles them, including without limitation, salary, pension credits and contributions, seniority, etc.

#### **5. SPECIAL CONFERENCES**

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) calendar 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.

#### **6. 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 the 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 may be appealed by the Executive Board or its designee to the Fire Commissioner or his designated representative. A meeting to discuss the grievance shall be held between said persons within five (5) calendar days after receipt of the grievance, and a written decision rendered within five (5) calendar days of the meeting.

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 6K, *infra*. In no event shall such adjustments be contrary to or inconsistent with the terms of this Agreement.

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.

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 twenty (20) 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 6C, 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.

L. The parties may, by mutual agreement, waive time limits or grievance steps in any instance.

M. The grievance procedure contained in this Agreement shall be the exclusive grievance procedure for all members of the bargaining unit.

## **7. 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 accordance with the following:

A. Arbitration shall be invoked by written notice to the other party of intention to arbitrate. The party desiring arbitration shall refer the matter to the American Arbitration Association for the selection of an impartial arbitrator (unless the parties agree upon the arbitrator) and for determination of the dispute in accordance with all applicable rules of the American Arbitration Association except where expressly provided otherwise in this Agreement.

B. The Arbitrator shall limit his decision to the interpretation, application, or enforcement of this Agreement or to matters fairly inferable therefrom, and he 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 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; provided that the expiration of this Agreement shall not preclude the Arbitrator from determining rights or granting relief relative to any period while the Agreement was in effect.
9. Concerning the discipline or discharge of employees for engaging in a strike, slowdown 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 pursuant to provisions of the Detroit City Charter or applicable State law.

10. Relative to position classification, whether permanent or temporary, which is in the jurisdiction of the Personnel Department.
- 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 the Arbitrator 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 the Arbitrator if made in accordance with his 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 Arbitrator to any court or labor board.
- H. In the event a case is appealed to the Arbitrator and he finds that he 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 Arbitrator 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 Arbitrator shall not consider any issue submitted by either party which was not raised in the grievance procedure.
- K. In a case involving discipline or discharge, if the Arbitrator decides that the punishment imposed was unduly harsh or severe under the circumstances, he may vacate or modify the findings and punishment accordingly, and his 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. 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.

#### **8. 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, slow-down, 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.

#### **9. SENIORITY**

A. Seniority shall be defined for departmental purposes, as the length of continuous service within the Fire Department in classes covered in Schedule II. This definition shall not be applicable in cases of layoff and recall (refer to Section 9K).

B. An up-to-date seniority list showing the names, classification and date of last promotion shall be furnished the Association on or before January 1st and July 1st of every year. 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 fails to report for work within ten (10) calendar days after receiving notice of recall from layoff;

4. he fails to report back to work within ten (10) calendar days after expiration of an approved leave of absence, except a military leave of absence;
5. he is absent from work without notice to the department for fifteen (15) calendar days;
6. he retires on regular service retirement.
7. An employee shall have his seniority reduced only if he is suspended for thirty (30) calendar days or more for a single incident which carries a possible first offense penalty up to dismissal. In such event, the employee's seniority, for purposes of promotion only, shall be reduced by the length of the suspension.

Situations governed by 3, 4, and 5 are subject to the various qualifications and procedures set out in Personnel Directive 84-1 (as in effect in December, 1988) including but not limited to the final paragraph on page 2 of that directive.

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; (g) research and development; and (h) community relations.

**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 Commissioner subject to his 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 Fire Commissioner, with reasons therefor stated in writing. The foregoing shall be inapplicable with respect to terminations under Title IX, Chapter 7, Article 6, Part a., Section I of the former City Charter, as amended.
  - 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. And so on, in accordance with Article 7, Chapter 8 of the City Charter.
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 applicant list shall occur as follows: At the discretion of the Fire Commissioner, 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 Fire Commissioner to be placed on the Fire Fighter Driver applicant 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 applicant 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 Fire Commissioner.

- (2) Shall be certified by the Training Academy as a qualified driver.
  - (3) Shall successfully pass physical examination by department physician.
- c. Qualifications for promotion 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 Fighting 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 promotion to Fire Engine Operator at which time seniority towards promotion to the rank of Fire Sergeant ceases; on 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 the FFD list. Such election of options must be made in writing to the Fire Commissioner within thirty (30) calendar days notice of the impending vacancy. The following shall be deemed applicable and of force and effect: Fire Commission Bulletin No. 966, dated, 5-9-52; Chief of Department Bulletin No. 56, dated, 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 Fire Commissioner, at which time he shall be returned to the Fire Fighters seniority list, minus all time spent in the rank of Fire Engine Operator (In accordance with the former 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 a manner as will not adversely affect the operation of the department.

The transfer list will be used every four (4) months to fill those vacancies created by promotional assignments or retirements.

Members will be allowed ten (10) calendar days after notification of the closing of that transfer period to apply for transfer.

When a member's request for transfer is honored his original company will be considered a vacancy during the next transfer period.

Application for transfer shall remain on file only until the transfer list is effectuated. Employees will be entitled to only one transfer during each fiscal year July 1 through June 30.

A copy of each transfer request shall be sent to the Commanding Officer of the location requested and kept on file at that location until the date that the transfer list is effectuated.

Mutual trades between members shall not be permitted.

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.

Battalion Directors will not be transferred from the Battalion they have been elected to serve during their term of office.

Upon written request of the employee, the Department shall explain the specific reason(s) for a transfer decision.

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

1. Members may apply for transfer to the Fire Marshal Division under procedures as outlined in Executive Chief of Fire Department Bulletin No. 14, dated February 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.
2. 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 applied for) according to his Department seniority.
3. 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) month probationary period in the classification he is seeking.
4. 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.
5. 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.
6. Members, once transferred and reclassified 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 Fire Commissioner for the transfer.

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



7. 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

**Plan Examination Section**

- Supervisor of Fire Protection Engineering
- Senior Assistant Architectural Engineer—  
Plan Examiner — Fire Protection

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

**G. From Fire Fighting Division or other Divisions to Training Academy Division:**

1. Positions in the Fire Training Academy Division shall be as follows:
  - Supervisor of Training (equivalent in rank to Battalion Chief)
  - Fire Training School Instructor — Captain
  - Fire Training School Instructor — Lieutenant
2. Members may apply for transfer to the Fire Training Division under the procedures as outlined in 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 Fire Commissioner.
3. 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.
4. 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 Fire Commissioner, 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, or other divisions, without loss of seniority. (Refer to Fire Commission Minutes of meeting dated July 26, 1966, page IV.)

5. Upon promotion to Fire Training School Instructor Lieutenant, accrual of seniority in the Fire Fighting Division or other divisions, 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.)

**H. From Fire Fighting Division, or other Divisions, to Water Supply Division:**

1. 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.
2. 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.
3. Any member so assigned shall serve a six (6) month probationary period, at which time, upon recommendation of the Fire Department Water Supply Coordinator and the Fire Commissioner, the member shall be promoted to the vacancy sought.
4. Upon promotion or re-classification in the Water Division, the member's seniority shall cease to accrue in the Fire Fighting Division, or other divisions, and start to accrue in the Water Division. (Refer to Fire Department Rules and Regulations, Article 18, Section 4.)

**I. From Fire Fighting Division, or other Divisions, to Fire Central Communications Division:**

1. Members may apply for transfer to the Central Communications Division under the procedures as outlined in Executive Chief of Fire Department Bulletin No. 115, dated December 15, 1967.
2. 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.)
3. 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
  - Senior Fire Dispatcher
  - Fire Dispatcher
  - Senior Assistant Fire Dispatcher
  - Assistant Fire Dispatcher

**J. Promotions in Apparatus Division Involving 24 Hour Emergency Mechanic:**

1. Promotions for members of the Department classified as Apparatus Emergency Mechanic (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 Mechanic
3. The senior employee in the lower classification shall be promoted provided he has the qualifications therefor.

**K. Reduction In Force**

1. Layoffs or demotions attributable to reduction in force, and recalls, shall be in accordance with Personnel Department Rules XI and XIV which were in effect on July 1, 1977: provided however, that employees who are certified on or after July 1, 1978 and are not hired within thirty (30) calendar days of such certification, shall have their date of hire recorded as their date of seniority and certification.
2. When there is an impending reduction in force within the Bargaining Unit, the City shall immediately inform and consult with the Union as soon as there is a probability of said reduction in force.

The City shall supply a list of all persons bypassed from lay-offs because of augmented seniority showing completely such augmented seniority, when earned and how earned, also a list of laid-off employees and in what order they will return.

The Association will be furnished by the City a copy of all existing rules pertaining to demotions or lay-offs and also restoration to former position and recall.

Any grievance submitted concerning lay-offs or demotions shall be submitted at the third step of the grievance procedure and the parties further agree that they shall expedite the final resolution of the grievance.

Employees covered by this Agreement shall receive unemployment benefits in accordance with the unemployment insurance plan administered by the Michigan Employment Security Commission under the Michigan Employment Security Act.

## 10. RESIDENCY

All members of the bargaining unit shall be residents of the City of Detroit. Residence shall be construed to be the actual domicile of the member. A member can have only one (1) domicile.

## 11. 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.

## 12. MISCELLANEOUS

A. 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.

B. 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).

C. 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.

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

D. Payment for Compensatory Time

Compensatory time shall be paid in cash as follows:

1. All compensatory time, including regular compensatory time, and all bonus vacation (SL-CT), Excused Time (Special H), and all other compensatory time shall for purposes of this Agreement be known as C-Time.
2. All C-time earned from the preceding July 1 through June 30th, shall be paid for in cash at the June 30th Holiday work rate provided the employee does not exercise his liquidation option described in Section 3 below.
3. No later than each May 31st, an employee covered by this Agreement 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 Fire Commissioner in writing no later than May 31st, and must retain for liquidation all C-time that will be on the books as of July 1st. 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.

4. Each year 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 1st, of that year.
- E. The City of Detroit agrees:
1. to provide a simple and expeditious procedure for replacing property stolen from fire stations;
  2. to provide expeditious replacement of worn or missing station equipment;
  3. to inventory furniture and equipment in each fire station house and replace missing and badly worn items;
  4. to provide reasonable theft protection for the property of fire fighters that properly is on the premises, by payment of actual replacement value less reasonable depreciation (not exceeding 15% per year).

Policy Directive X shall be modified only with respect to the Loss Schedule contained in the Directive, as follows:

<b>ITEMS COVERED</b>	<b>MAXIMUM PAYMENT</b>
Television Set (Color).....	\$300
Television Set (Black & White).....	\$100
Radio .....	\$ 30
Toaster .....	\$ 30
Mixer .....	\$ 50
Dishes .....	\$100
Pots and Pans .....	\$100
Cutlery .....	\$ 50
Electric Razor .....	\$ 35
Clothing (sweaters, gloves, winter gear, etc.) .....	\$ 50
Shoes .....	\$ 60
Food.....	\$6 per man on duty
Microwaves.....	\$250
VCR's .....	\$275
Air Conditioner .....	\$150
Lawn Mower (power) .....	\$150
Lawn Mower (manual) .....	\$ 50
Snow Blower .....	\$300
Eye Glasses.....	Eye glasses lost, damaged or stolen will be covered with proper receipt of payment or repair. Eye exam not included.

- F. There shall be six (6) tactical mobile squads of four (4) men each.

G. Members who are injured on duty shall be carried on injured on duty status from the hour the injury is incurred, regardless if the following tour of duty is a Leave day, Extra leave day, Extra-extra leave day, or Extra-extra-extra leave day.

H. Employees shall be eligible for a deferred Compensation Plan made available by the City. Participation in the plan shall be optional with each employee.

I. At the request of the Secretary of the Detroit Fire Department Mutual Benefit Fund, the City shall deduct from the check of each member of the Active Mutual, seven dollars (\$7.00), at the occurrence of any assessments of premiums due to the active death by any member.

J. The parties agree that the Fire Department Joint Health and Safety Committee shall study the need for new fire helmets. If the committee recommends the purchase of a new helmet which meets State and Federal safety regulations and the Commissioner approves, the City shall purchase such helmets for all members of the Fire Fighting Division.

K. Helmets and shields currently issued to retiring members may be kept by those members.

L. The City will reimburse members for the cost of school tuition, subject to the limitations set forth in the Civil Service Tuition Refund Plan, as adopted by the Detroit Civil Service Commission on June 14, 1966 and revised on January 7, 1975 and the Tuition Refund Plan as approved by Detroit City Council, June 17, 1969. Employees requesting a tuition refund should submit their application pursuant to the department's rules and regulations.

M. Members of the bargaining unit may participate in the direct deposit program offered by the City.

N. All Arson Division employees shall be provided at no charge with their department-issued service revolver upon retirement. The department may refuse to give employees their revolvers for good cause shown.

O. An employee engaged in outside employment shall annually notify the Fire Commissioner of the type of such employment and the name and address of such employer(s). Employees engaged in casual, i.e., sporadic, outside employment need only provide such information once per year unless the nature or type of outside employment substantially changes.

P. The Department shall supply free parking for all non-civilian members assigned to Fire Department Headquarters during the hours of such assignments.

Q. The City shall change the status of the incumbent holding the position of Senior Assistant Fire Dispatcher/Fire Dispatcher to Fire Dispatcher and compensate him accordingly.

R. Whenever an employee leaves employment with the City such employee will be paid for all banked time, other than sick time, in a lump sum payment within thirty (30) calendar days of the separation, at the prevailing rate of pay in effect at the time of separation. This includes, but is not limited to, separation with a deferred vested pension or under a disability.

S. Employees are required by the City as a condition of employment to contribute financially to congregate meals in the firehouse at a charge equal to the value of the meals, irrespective of whether the employee chooses to eat the meal. The City shall be held harmless from any circumstances that may flow from this provision and the City is not required to maintain any records whatsoever referable to this provision.

### **13. CONVENTIONS**

A. Subject to the operating needs of the Fire Department as determined by the Fire Commissioner, time off without loss of pay shall be granted to all delegates duly elected to attend annual state or national conventions of Veterans' organizations with national Congressional Charters with dates and locations as approved by City Council. Such time off shall be charged to vacation or compensatory time banks in accordance with City Council Resolutions.

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

### **14. 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 not the intent of this article 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 2 and the Purpose and Intent clause hereof, subject to the City's obligations under PERA and other laws.

### **15. HOURS AND LEAVE DAYS**

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 (24) consecutive hours to be joined with proximate regular leave days so as to afford a leave period of seventy-two (72) consecutive hours), and an average of an additional twenty-four (24) consecutive hours off duty in every thirty (30) day period, thereby requiring such persons to work an average 50.4 hours per week; and a furlough of twenty (20) days in each year.



In addition to all of the foregoing, effective July 1, 1988, uniformed members of the Fire Fighting Division of the Fire Department shall receive such periodic additional twenty-four (24) consecutive hours off duty thereby requiring such persons to work an average of 49 hours per week; and effective June 1, 1989, uniformed members of the Fire Fighting Division of the Fire Department shall receive such periodic additional twenty-four (24) consecutive hours off duty thereby requiring such persons to work an average of 48 hours per week.

B. The basic work week for members of the Arson Division shall be four (4), ten (10) hour tours of duty per week.

C. Commencing January 1, 1988, the basic work week for members of the Fire Prevention Division shall be four (4), ten (10) hour tours of duty per week.

#### **16. ADOPTION BY REFERENCE OF RELEVANT CHARTER PROVISIONS, ORDINANCES AND RESOLUTIONS**

The parties further agree that subject to this Agreement, all existing provisions of the City Charter, the Ordinances and Resolutions of the City 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.

#### **17. TEMPORARY ASSIGNMENTS**

A. When an employee is assigned on a temporary basis to perform the duties of a higher classification for a period of twelve (12) hours or more, he shall be compensated at the rate of the higher classification from the first hour in accordance with the situations listed below:

<b>Regular Classifications</b>	<b>Classification of Temporary Assignment</b>
Fire Fighter	Fire Fighter Driver
Fire Fighter	Fire Sergeant
Fire Fighter Driver	Fire Engine Operator
Fire Fighter Driver	Fire Sergeant
Fire Captain	Battalion Fire Chief

This Section shall not be applicable to Fire Captains temporarily assigned to perform the duties of a Battalion Fire Chief on a contract-designated holiday.

B. Effective July 1, 1987, in all situations when an employee in the classifications listed below is assigned on a temporary basis to perform the duties of any higher classification for a period of eight (8) hours or more, he shall be compensated at the rate of higher classification.



### **Regular Classification**

Deputy Fire Chief  
Senior Fire Chief  
Battalion Fire Chief  
Assistant Fire Marshal  
Fire Investigator-Captain  
Senior Fire Prevention Inspector  
Fire Investigator-Lieutenant  
Fire Prevention Inspector

### **18. WORK RELIEFS**

All previous rules and procedures relating to the trading of work time between employees covered by this Agreement are abolished and replaced with the following:

- A. Employees are responsible for working their assigned and scheduled hours.
- B. "Buddy Reliefs" in the morning will continue as in the past.
- C. Employees may send substitutes to work an assigned and scheduled tour of duty for them, provided the substitute is acceptable to the Fire Department. Work reliefs can be accomplished in only two ways: straight exchange or payment by transfer of CT. Although a written record will be made of the substitute's presence on the job, the employee originally scheduled will be paid for the tour of duty.
- D. If an employee is absent and his substitute fails to show up for any reason or the substitute is unacceptable to the Fire Department for any reason, the scheduled employee shall be considered AWOL.
- E. The Detroit Fire Department will keep records of work relief exchanges and will not approve or disapprove such exchanges (except as to acceptability of substitutes per paragraph F, below), and will not be a party involved in any such exchanges. Records of work relief exchanges will be kept within the appropriate battalion(s) and the Battalion Chiefs will be responsible for posting accurate records which will be audited quarterly.
- F. When a substitute presents himself at the beginning of a tour of duty, the Detroit Fire Department will accept him or reject him as fit for duty and qualified to perform the job involved. If a substitute is rejected, the employee scheduled to work the tour of duty remains responsible for doing so. The Fire Commissioner will post, within a reasonable time after the effective date of this Agreement, guidelines regarding grounds for acceptability and non-acceptability of potential substitutes. An employee may request, in advance, a ruling as to whether a particular employee is an acceptable substitute for him, subject to his fitness for duty at the time of the substitution.
- G. Once accepted a substitute will be treated as on-duty.

H. A member shall not participate in more than ninety-six (96) hours of CT transfers per quarter. Direct work relief exchanges are not affected. The request for CT transfer must be made no later than the end of the quarter succeeding that in which the work relief occurred.

I. All fire fighters are required to actually work a minimum of sixty-five (65) duty tours per year (exclusive of disability or illness).

J. The Policy Directive proposed by the City and rejected by the Act 312 panel in MERC Case No. D86 C-450 is not part of this Agreement.

## 19. FURLOUGH SELECTION

Employees shall make their furlough selection in accordance with the following:

### A. Policies – Furloughs

Scheduling of furloughs or vacations shall be in conformity with regulations and procedures as may be established by the Chief of Fire Fighting Operations and the Executive Fire Commissioner.

### B. Regular Furlough Days Per Year

All confirmed members of the uniformed force of the Fire Fighting Division and other employees required to be on twenty-four (24) hour shifts shall be entitled to eight (8) tours of duty off for furlough, which in conjunction with regularly scheduled leave days and extra leave days shall yield twenty (20) calendar days of vacation annually.

### C. Additional Furlough Days

Commencing October 1, 1979, and each succeeding October 1st members having completed seven (7) years of service with the Department, but less than fourteen (14) years of service, shall be entitled to one (1) additional tour of duty per year, off for furlough, for a total of one (1) additional furlough day.

Commencing October 1, 1979, and each succeeding October 1st members having completed fourteen (14) years service with the Department shall be entitled to two (2) additional tours of duty per year, off for furlough, for a total of two (2) additional furlough days.

Commencing October 1, 1985, and each succeeding October 1, members having completed twenty-one (21) years of service with the Department shall be entitled to one (1) additional tour of duty per year, off for furlough, for a total of three (3) additional furlough days.

Commencing October 1, 1985, and each succeeding October 1, members having completed twenty-five (25) years of service with the Department shall be entitled to one (1) additional tour of duty per year, off for furlough, for a total of four (4) additional furlough days.

**D. Additional Furlough Days Per Year – Crediting And Liquidation**

Members shall be initially credited with and entitled to liquidate additional furlough days (hours) beginning the series following anniversary of their appointment in the Fire Department. Thereafter, crediting shall occur each year with the crediting of regular furlough days (hours) for the winter furlough series.

**E. Furlough Series**

There shall be a summer series of furloughs commencing about April 1st, extending to about October 1st, and a Winter Series commencing about October 1st, extending to about April 1st the following year.

All regular furlough series shall commence at 0800 hours.

**F. Furlough Draw**

All company personnel shall draw furloughs with their assigned company unit. Battalion Fire Chiefs shall draw separately by units, at a time set by the Chief of Fire Fighting Operations.

**G. Transfers/Furloughs**

Upon completion of furlough selections, members shall be permitted to retain their furlough choice regardless of subsequent transfer or change of units.

**H. Furlough Days – Carry Over**

All members shall liquidate all furlough days (hours) in each series unless granted special permission by the Chief of Fire Fighting Operations to carry over the days (hours) to the next series for unusual circumstances.

Members entitled to two (2) additional furlough days will liquidate one (1) in the summer series and one (1) in the winter series.

Those entitled to one additional furlough day will liquidate by seniority, with highest seniority members being entitled to the summer series and with members with lesser seniority being entitled to the winter series, and this procedure shall be reversed annually beginning with each winter series.

**I. New Members – Upon Confirmation**

New members will be entitled to four (4) tours of duty off for furlough, which in conjunction with regularly scheduled leave days and extra leave days shall yield ten (10) calendar days of vacation in the furlough series in which they are confirmed.

The official confirmation date will govern whether a member qualified for furloughs in any given furlough series. Applications for available furloughs shall be submitted immediately upon confirmation unless otherwise notified.

**J. Furlough Drawing Procedures**

Upon receipt of furlough rosters and Office of Chief of Fire Fighting Operations Official Bulletin giving dates of furloughs and information

regarding the drawing of furloughs, all members shall review furlough drawing regulations. Each confirmed member shall, with his assigned company, draw for furloughs at the designated time and date, selecting two (2) of the open five (5) day furloughs in the following manner.

1. On the initial drawing, every confirmed member shall select:  
any pair of "paired" 5-day furloughs, or  
any one of the single 5-day furloughs, or  
any one 5-day furlough of any of the paired furloughs
2. Immediately after every member has made an initial choice, a second drawing shall be conducted for those members who chose only one (1) 5-day furlough on the first selection, and they shall select their second 5-day furlough at this time. The pairing arrangement shall be ignored after the initial drawing.
3. Furloughs that are "blocked out" in any Company, shall be rotated each succeeding year so that no Company will have the same furloughs "blocked out" in either the summer or winter series for two consecutive years.
4. Furlough schedules shall not contain identical "block outs" for Companies in either a double or triple house.

**K. Change of Furlough (Mandatory)**

Whenever any member is affected by a transfer or unit change, he shall immediately submit a request for change of furlough in order to update all existing furlough rosters in the Department, unless otherwise notified.

**L. Change of Furlough (Voluntary)**

After the completed company furlough rosters have been forwarded to the Office of Chief of Fire Fighting Operations, members shall be informed as to which furloughs on each unit are open for request for change of furlough.

Voluntary requests for furlough changes or exchanges must be submitted by a date specified after the open furlough notice has been issued for the series involved. Any request that will benefit the Department manpower situation will be considered and granted by Department seniority by the Office of Chief of Fire Fighting Operations.

**M. Even Exchange of Furloughs**

Requests for furlough "exchanges" between members on the same unit shall be permissible regardless of rank or the number of members already assigned to either of the furloughs involved.

These requests shall be considered by the Chief of Fire Operations. All requests for an even exchange shall be clearly marked as such and must be forwarded together to assure proper consideration.

**NOTE:** Battalion Fire Chiefs must exchange with Battalion Fire Chiefs.

**N. Additional Furlough Days – Requesting**

Upon notice from the Department indicating which days are open in any series, members may submit requests, in accordance with procedures established by the Fire Commissioner for the liquidation of additional furlough days.

Each request must list a choice of three (3) dates in the order of preference for each date being liquidated. Requests will be approved by Department seniority.

**O. Cancelled Furloughs**

In the event of sickness, injury, or funeral leave, which would occur during a regularly scheduled furlough, the balance of said furlough shall be cancelled and rescheduled at a later date. In most cases of duty-connected injury, the Department shall schedule the furlough whenever possible at the employee's requested time.

Upon return to duty, member shall immediately request the rescheduling of any cancelled furloughs or portion thereof, subject to approval by the Office of the Chief of Fire Operations. They shall be rescheduled to commence exactly as they were cancelled, so as to end at 0800 hours on the terminal date of a later available furlough.

**P. Furloughs Affected By Sickness, Injury Or Funeral Leave**

Members who are injured or become sick, or who qualify for Funeral Leave during scheduled furlough, may upon proper authorization from the Department, substitute sick leave for the remaining portion of a five (5) day furlough. Members reporting sickness or injuries under these circumstances shall contact Central Office and request to be connected with the Medical Division. If no Department Physician is available, the member may request to be connected with the Senior Chief.

The Senior Chief, after receiving the necessary information, may cancel all or remaining portion of member's furlough and relay this information to the Medical Division and Battalion Chief. The remaining portion of a five (5) day furlough affected under the above provisions shall be cancelled at 0800 or 2000 hours.

In the event of a death occurring among members of an employee's immediate family or among relatives of the employee, as covered by funeral leave regulations, members so affected may notify the Department and request the substitution of funeral leave for the remaining portion of the five (5) day furlough.

**Q. Military Leave – Leave of Absence**

Members going on extended Military Leave or Leave of Absence (other than for health reasons) will be allowed to liquidate all furloughs credited to them, including the furlough series in which the Military Leave or Leave of Absence becomes effective. The effective date of the leave shall be based on the total liquidation of all accumulated Department time, sick leave, furloughs and Compensatory Time.

**R. Resignations Affecting Furloughs**

Members resigning from the Department will be allowed to liquidate all furloughs credited to them. In order for a resigning member to receive furlough credits in any given furlough series, he will be required to have been confirmed and to have physically worked at least one (1) twenty-four (24) hour tour of duty in the furlough series involved.

**S. Suspensions Affecting Furloughs**

Members under suspension shall not be allowed to draw for furloughs at the time of furlough selection. If the suspension is lifted and the member is reinstated, he shall be allowed to schedule his furloughs according to established General Rules and Policy Directives governing the re-scheduling of delayed or cancelled furloughs.

**T. Retirement Affecting Furloughs**

Retirements: 25-years' service (Old and New Plan), Duty Disability, Non-Duty Disability and Age-60, shall entitle a member to full furlough benefits for the calendar year in which the retirement becomes effective.

**U. Furlough and CT Liquidation Limits**

The number of 24-hour fire fighting personnel eligible for furlough or CT liquidation shall be granted up to, but shall not exceed 8.4% of the total personnel on either unit.

For example: if a unit has 691 persons, no more than 58 are eligible for furlough or CT liquidation.

**20. PRINTED AGREEMENT**

The Union shall arrange for the printing of 1800 copies of this Agreement in book form, the format and galley proofs to be approved by the City prior to printing. The Union shall bear no expense for such printing.

**21. POLICEMEN AND FIREMEN RETIREMENT SYSTEM  
BOARD OF TRUSTEES**

The Board of Trustees shall consist of eleven (11) trustees, as follows:

1. The Mayor of the City or his/her designated representative, ex-officio.
2. The President of the City Council, or another member thereof elected by the City Council, ex-officio.
3. The City Treasurer or Deputy City Treasurer, ex-officio.
4. The Chief of Police or a designated representative appointed to serve in his/her absence, ex-officio. This representative shall be a person in the Police Department and shall serve at the pleasure of the Chief.
5. The Fire Commissioner or a designated representative appointed to serve in his/her absence, ex-officio. This representative shall be a person in the Fire Department and shall serve at the pleasure of the Commissioner.

6. Three Fire Fighters who are members of the system to be elected by the Fire Fighter members under such rules and regulations as may be established by the Fire Commissioner to govern such elections. Such trustees shall consist of:
  - a. Two to be elected by and from members holding the rank of Lieutenant (or its equivalent) and lower ranks.
  - b. One to be elected by and from the members holding rank above the rank of Lieutenant (or its equivalent).
7. Three Police Officers who are members of the system to be elected by the Police Officer members under such rules and regulations as may be established by the Police Chief to govern such elections. Such trustees shall consist of:
  - a. Two to be elected by and from the members holding the rank of Lieutenant (or its equivalent) and lower ranks.
  - b. One to be elected by and from the members holding ranks above the rank of Lieutenant (or its equivalent).

Annual elections shall be held in the Police and Fire Departments during the month of May to elect a trustee to fill the vacancy created by the expiration of a term.

In each such election the members entitled to vote shall be those of classes provided above, the term of whose representative is about to expire. The terms of office for all elected trustees shall be three years. Elected trustees holding office on the effective date of this provision shall serve the remainder of their term.

## 22. ECONOMIC PROVISIONS

### A. Wages

1. Salary rates for employees in the bargaining unit shall be maintained in accordance with the traditional police-fire pay parity concepts. Normal step increments shall continue to apply.

In no event shall the percentage differential between the salary of Fire Lieutenant and the maximum salary of Fire Fighter and the differential between the salary of Fire Captain and the maximum salary of Fire Fighter be less than the following schedule:

#### **Fire Lieutenant**

- |   |     |
|---|-----|
| (1) Upon promotion .....  | 20% |
| (2) Upon confirmation or upon completion of<br>one (1) year in rank, whichever occurs later ..... | 21% |
| (3) Upon completion of three (3) years in rank .....  | 22% |
| (4) Upon completion of four (4) years in rank .....   | 23% |
| (5) Upon completion of six (6) years in rank .....  | 24% |

No Fire Lieutenant, currently a member of the Detroit Fire Fighters Association bargaining unit, shall suffer any reduction in salary or current differential as the result of the execution of this Agreement.



**Fire Captain**

- (6) Upon promotion .....35%
- (7) Upon confirmation or upon completion of one (1) year in rank, whichever occurs later .....36%
- (8) Upon completion of three (3) years in rank .....37%
- (9) Upon completion of four (4) years in rank .....38%
- (10) Upon completion of six (6) years in rank .....39%

No Fire Captain, currently a member of the Detroit Fire Fighters Association bargaining unit, shall suffer any reduction in salary or current differential as the result of the execution of this Agreement.

2. **Fire Fighters (32-10-17)** shall be paid the following annual salary:

	<b>1983-84</b>	<b>1984-85</b>	<b>1985-86</b>
Minimum .....	\$20,504	\$20,566	\$21,389
1 Year of Service .....	21,820	21,886	22,762
2 Years of Service .....	23,136	23,206	24,135
3 Years of Service .....	24,453	24,527	25,509
4 years of Service .....	25,769	25,847	26,881
5 years of Service .....	27,085	27,167	28,254
	<b>1986-87</b>	<b>1987-88</b>	<b>1988-89</b>
Minimum .....	\$22,459	\$23,358	\$24,293
1 Year of Service .....	23,900	24,857	25,852
2 Years of Service .....	25,341	26,356	27,411
3 Years of Service .....	26,782	27,855	28,970
4 years of Service .....	28,223	29,354	30,529
5 years of Service .....	29,667	30,854	32,089

**B. Fringe Benefits**

1. **Hospitalization, Medical Insurance, Optical and Dental Care**

- a. The City shall provide hospitalization and medical insurance based on the Blue Cross/Blue Shield ward service rates under the Michigan Variable Fee coverage (MVF-2) and the Prescription Drug Group Benefit Certificate with two dollar (\$2.00) co-pay (Certificate #87), known as the two-dollar (\$2.00) deductible Drug Rider, for employees and their legal dependents, duty disability retirees and their legal dependents, and duty death beneficiaries and their legal dependents, as provided by Chapter 13, Article 8 of the 1984 Municipal Code of the City of Detroit.

Legal dependents shall include all 19 to 25 year olds eligible for coverage under the terms and conditions as set forth in the Blue Cross/Blue Shield guidelines for dependents in this age group and sponsored dependents (i.e., those over 25 years of age) eligible for coverage under the terms and conditions of the Blue Cross/Blue

Shield guidelines for Sponsored Dependents. The cost containment features of Rider PRFS, HPCPA, HPCPB, PD-MAC, PCES, and PCES-II shall be applicable to this hospitalization plan. The hospitalization plan for active employees and their dependents shall include BC Master Medical insurance with a 20% co-pay benefit and a \$50.00 per person annual deductible (\$100.00 for two or more in a family). The same premium cost for this hospitalization plan may continue to be applied to the Bankers Life program for other benefit improvements in that program as requested by the Association.

Employees shall have the option of choosing alternative hospitalization medical coverage made available by the City. The City's contribution to the alternative plans shall be limited to the premium cost for Blue Cross/Blue Shield ward service rates, excluding dental insurance. Total Health Care, Omnicare, Health Alliance Plan, Comprehensive Health Services of Detroit, Blue Care Network, Blue Cross/Blue Shield Preferred, and Bankers Life and Casualty shall comprise the list of alternative hospitalization plans. The City shall have the right to remove any carriers who do not enroll more than fifty (50) employees in the entire City.

Effective July 1, 1987, the Blue Cross/Blue Shield Plan for retirees shall include the Preferred Provider Prescription Drug Plan.

Effective July 1, 1987, the Blue Cross/Blue Shield Plan shall include the Preferred Provider Prescription Drug Plan for active employees.

- b. Effective July 1, 1987, the City will pay to the optical plan or program selected by the Union an amount per employee equal to the premium cost for the Blue Cross/Blue Shield A-80 Optical Plan.
- c. For employees who retire on or after July 1, 1977, the City will pay the premium for regular retirees and their spouses, including deferred vested retirees and their spouses.
  - (1) Spouses of persons who retire on or after July 1, 1987 (July 1, 1985 for spouses of persons in ranks or classifications with a parity relationship to the employees represented by the Detroit Police Officers Association) and who elect the straight life retirement allowance or cash refund annuity option I, shall be eligible for health insurance paid by the City as long as the retiree receives a pension.
  - (2) The following provisions will apply only to employees in ranks or classifications with a parity relationship to the employees represented by the Detroit Police Lieutenants and Sergeants Association and employees in higher ranks or classifications who retire prior to July 1, 1987:
    - (a) With respect to employees who entered into the bargaining unit on or after July 1, 1982 and who retire after July 1, 1982 and who elect the straight life option under the retirement system, the City will pay no hospitalization premium for the retiree's spouse after the death of the retiree.

- (b) With respect to the members who entered into the bargaining unit prior to July 1, 1982, who elect the straight life option, the City will pay hospitalization premium upon retirement for the retiree's spouse at the death of the retiree unless said spouse was not the spouse of said retiree at date of retirement.
- d. The City will pay to the Dental Plan or program selected by the Union an amount per employee equal to the premium cost for the Blue Cross/Blue Shield program which provides Class I benefits on a 25% co-pay basis and Class II and III benefits on a 50% co-pay basis, with Class I, II and III benefits not to exceed \$1,000 per person per year and also orthodontic coverage on a 50% co-pay basis with a \$1,000 lifetime maximum. Coverage shall be provided to all employees and their dependents, and duty disability retirees and their dependents except that newly-hired employees shall not be eligible for these benefits until they shall have worked six months.
- e. If, during the term of this Agreement, a Federal Health Security Act is enacted, the City of Detroit will pay during the term of the Agreement any premium, taxes or contributions employees may be required to pay under a Federal Health Security Act that are specifically earmarked or designated for the purpose of the Federal Program.
- f. For employees hired after March 31, 1986, the employee and the City of Detroit are required to contribute the hospitalization insurance portion of the Social Security Tax. (In calendar year 1986 the tax is 1.45%)

## 2. **Death Benefits and Life Insurance**

- a. Death Benefits: Death benefits for all regular City employees shall be paid as authorized by the City Charter, Title IX, Chapter VIII. The 1984 City Code, Chapter 13, Article 8, Section 13-8-8 currently provides a death benefit of \$4,900.00.
  - (1) Membership: Mandatory for regular employees.
  - (2) Contributions:
    - (a) On behalf of employees in ranks or classifications with a parity relationship to the employees represented by the Detroit Police Lieutenants and Sergeants Association and employees in higher ranks or classifications, by the City, \$20.70 per year per employee, and by the employee, 25¢ per week or \$13.00 per year.
    - (b) On behalf of employees in ranks or classifications with a parity relationship to the employees represented by the Detroit Police Officers Association, by the City, \$13.30 per year per employee, and by the employee, 20¢ per week or \$10.40 per year. In the event these contributions are not sufficient to adequately fund this benefit, the level of benefit shall be adjusted to reflect the deficiency as recommended by the actuary for the Employee Benefit Board.
- b. Payment for employees killed or permanently disabled in line of duty:

- (1) A lump sum duty death benefit of \$10,000 shall be paid to the beneficiaries or estate of employees who are killed or who die as a result of injuries sustained in the actual performance of their duties in accordance with the City Council resolution of August 23, 1977, p. 1683, March 26, 1974, p. 627, and March 2, 1954, p. 509.
- (2) A lump sum payment of \$10,000 shall be made to any employee who is totally and permanently disabled from illness or injury arising solely out of the actual performance of his duties. "Totally and permanently disabled" shall be defined exclusively as follows:
  - (a) Total and permanent loss of sight of both eyes.
  - (b) Loss of both legs or both feet at/or above the ankle.
  - (c) Loss of both arms or both hands at/or above the wrist.
  - (d) Loss of any two of the members or facilities enumerated in (a), (b), or (c).
  - (e) Permanent and complete paralysis of both legs or both arms or one leg and one arm.
  - (f) Incurable insanity or imbecility. Claims for this payment shall be made in accordance with the City Council resolution of March 26, 1974, p. 627.

Employees who receive a permanent disability under this article shall be ineligible for the \$10,000 Duty Death Benefit described in Section b(1), above.

- (3) The City shall notify the Union and the beneficiaries or estate of employees to whom duty death benefits are denied promptly after such denial; and the time limits specified in Article 6I of this Agreement shall not commence until the Union and the beneficiaries or estate to whom such notice is sent shall have received such notice. Grievances protesting the denial of duty death benefits shall be filed at Step 2 of the grievance procedure.

c. Group Life Insurance

A group life insurance program for the employee and his family is available for all members of the Employees Benefit Plan on an optional basis, under the provisions of the 1984 City Code, Chapter 13, Article 9.

- (1) Membership: Optional for members of the Employees Benefit Plan.
- (2) Contributions: The City shall pay approximately sixty percent (60%) of the premium for insurance up to and including \$12,500. The employee shall pay forty percent (40%) of the premium for insurance up to and including \$12,500. The employee shall pay the full cost of any insurance in excess of \$12,500.
- (3) Benefits: Employees

<b>Yearly Pay</b>	<b>Amount of Insurance</b>
Under \$5,000	\$ 3,750
\$5,000 to \$ 7,500	\$ 6,250
\$7,500 to \$10,000	\$ 9,375
Over \$10,000	\$12,500

(4) Benefits: Dependents

<b>Cost to Employee</b>	<b>Amount of Insurance</b>
For employees hired prior to December 21, 1973:	
25¢ per week	\$1,500 each dependent
70¢ per week	\$5,000 each dependent
For employees hired on or after December 21, 1973:	
70¢ per week	\$5,000 each dependent

- (5) Additional life insurance for employees inclusive of the \$12,500 of insurance shown above is available through this plan at the employee's expense, as follows:

<b>Yearly Pay</b>	<b>Amount of Insurance</b>
\$12,500 to \$15,000	\$15,000
\$15,000 to \$17,500	\$17,500
\$17,500 to \$20,000	\$20,000
\$20,000 to \$22,500	\$22,500
\$22,500 to \$25,000	\$25,000
\$25,000 to \$27,500	\$27,500
\$27,500 to \$30,000	\$30,000
\$30,000 to \$32,500	\$32,500
\$32,500 and above	\$35,000

- (6) The amount of the additional life insurance which employees may purchase at their own expense, inclusive of the \$12,500 of insurance shown above, will be increased. Employees will be able to purchase insurance which is approximately equal to their annual salary or they may choose to purchase insurance which is approximately equal to two times their annual salary in accordance with the following:

<b>Yearly Pay</b>	<b>Amount of Insurance Option 1</b>	<b>Amount of Insurance Option 2</b>
\$12,500 to \$15,000	\$15,000	\$ 30,000
\$15,000 to \$17,500	\$17,500	\$ 35,000
\$17,500 to \$20,000	\$20,000	\$ 40,000
\$20,000 to \$22,500	\$22,500	\$ 45,000
\$22,500 to \$25,000	\$25,000	\$ 50,000
\$25,000 to \$27,500	\$27,500	\$ 55,000
\$27,500 to \$30,000	\$30,000	\$ 60,000
\$30,000 to \$32,500	\$32,500	\$ 65,000
\$32,500 to \$35,000	\$35,000	\$ 70,000
\$35,000 to \$37,500	\$37,500	\$ 75,000
\$37,500 to \$40,000	\$40,000	\$ 80,000
\$40,000 to \$50,000	\$50,000	\$100,000
\$50,000 to \$60,000	\$60,000	\$120,000
And so forth in \$10,000 increments	And so forth in \$10,000 increments	And so forth in \$20,000 increments

The implementation of this additional option shall be subject to the agreement of the current life insurance carrier. The current practice of the insurance carrier requiring applicants to fill out forms to determine the state of their health and their insurability will continue as in effect on June 1, 1983.

Subject to the agreement of and condition determined by the current life insurance carrier, retirees shall have the option of converting all or part of their group life insurance to a life insurance policy at their own expense. Also, subject to the above conditions, employees who resign may continue their current coverage at their own expense.

Should the current carrier decline to provide the coverage agreed upon, the City shall rebid the entire package upon the expiration date of the current contract with the present carrier.

**3. Funeral Leave**

"Step-father" and "step-mother" shall be added to the definitions of "immediate family" contained in City Code Sections 16-7-2-1 (c) and 22-1-7 (c), and funeral leave benefits shall otherwise remain in accordance with those City Code sections as they apply to civilian employees and non-civilian employees, respectively.

**4. Shift Premium**

Shift premium amounts shall be 40¢ per hour for the afternoon shift and 50¢ per hour for the night shift.

**5. Uniform Cleaning Allowance**

Employees in ranks or classifications with a parity relationship to the employees represented by the Detroit Police Officers Association or by the Detroit Police Lieutenants and Sergeants Association, and employees in higher ranks or classifications shall receive an annual uniform cleaning allowance of \$250.00 per year payable the first payroll period each fiscal year.

The uniform cleaning allowance shall be payable on the paycheck which includes July 1 of each year to all members who are on the payroll as of July 1.

For purposes of calculating eligibility for payment of the uniform cleaning allowance all members shall receive payment of the uniform cleaning allowance with the following exceptions:

- a. A member shall be considered off the payroll and ineligible for this allowance if he has retired, resigned or has been discharged with an effective date before July 1st of the fiscal year payment is to be made.
- b. Members discharged and suspended without pay who have a pending appeal of the discharge shall not receive payment of uniform cleaning allowance unless and until the discharge is overturned at an appellate level at which time they shall be made whole.

- c. Members on extended AWOL or ANP status as of July 1st of the fiscal year payment is to be made will not receive the uniform cleaning allowance unless they return to active regular duty during the fiscal year at which time they will receive full payment.
- d. Members on an unpaid leave of absence on July 1st of the fiscal year will not be entitled to payment for the uniform cleaning allowance until the next fiscal year.

**6. Holidays and Excused Time**

- a. Holidays and Excused Time Days for all employees except for "40 hour" employees in the Apparatus Division shall be as follows:

**(1) Holiday Schedule**

New Year's Day	.....	January 1st
Easter Sunday		
Memorial Day	.....	Last Monday in May
Independence Day	.....	July 4th
Labor Day	.....	First Monday in September
Election Day*	.....	First Tuesday following the first Monday in November
Veterans' Day	.....	November 11th
Thanksgiving Day	.....	Fourth Thursday in November
Christmas Day	.....	December 25th

\*The Election Day holiday shall be the holiday regardless of whether or not there is an election on the designated day.

**(2) Excused Time**

- (a) Employees assigned to a 40-hour week shall be granted four (4) hours of "Excused Time" on Good Friday, or the last 4 hours on the last scheduled pay prior to Good Friday, and eight (8) hours of Excused Time on the last scheduled paid day before Christmas Day and before New Year's Day provided they are on the payroll through the holiday in question. Bargaining unit members in ranks or classifications with a parity relationship to the employees represented by the Detroit Police Lieutenants and Sergeants Association and members in higher ranks or classifications shall also be granted eight (8) hours of Excused time on Martin Luther King's Birthday. Employees required to work any portion of the "Excused Time" on these days will receive equal time off for hours worked or straight time cash at the option of the Fire Commissioner. No Holiday premium will be paid for work on these days.
- (b) Employees assigned to the 50.4, 49, or 48 hour average work week shall receive ten (10) hours of compensatory time for Christmas Eve, ten (10) hours of compensatory time for New Year's Eve, provided they are on the payroll on Christmas and New Year's Day respectively, and they shall receive five (5) hours of compensatory time for Good Friday, provided



they are on the payroll on that day. Bargaining unit members in ranks or classifications with a parity relationship to the employees represented by the Detroit Police Lieutenants and Sergeants Association and members in higher ranks or classifications shall also receive ten (10) hours of compensatory time for Martin Luther King's Birthday, provided they are on the payroll that day.

- b. Holidays and Excused Time Days for "40 hour" employees in the Apparatus Division shall be as follows:

(1) **Holiday Schedule**

New Year's Day . . . . .	January 1st
Martin Luther King's Birthday . . . . .	Third Monday in January
Memorial Day . . . . .	Last Monday in May
Independence Day . . . . .	July 4th
Labor Day . . . . .	First Monday in September
Columbus Day . . . . .	Second Monday in October
Thanksgiving Day . . . . .	Fourth Thursday in November
Christmas Day . . . . .	December 25th

Employees shall be entitled to three (3) swing holidays in each fiscal year. New employees shall be entitled to the first swing holiday after ninety (90) calendar days, the second swing holiday after one hundred eighty (180) calendar days and the third swing holiday after two hundred seventy (270) calendar days.

(2) **Excused Time**

Employees shall be granted four (4) hours of "Excused Time" on Good Friday or the last four (4) hours on the last scheduled paid day prior to Good Friday, and eight (8) hours of "Excused Time" on the last scheduled paid day before Christmas Day, before New Year's Day, and following Thanksgiving and for Veteran's Day and Election Day as designated by the City Council, or an additional Swing Holiday in the event there is no designated Election Day, provided they are on the payroll through the excused time day in question. Employees required to work any portion of the "Excused Time" on these days will receive either equal time off for hours worked or additional pay at straight time for such hours at the option of the Fire Commissioner. No holiday premium will be paid for work on these days. When an employee is absent without good cause for nonexcused portion of the day, he shall forfeit this excused time for the day.

**7. Safety Equipment**

- a. The City shall furnish to each employee in the Fire Fighting Division (including Fire Engine Operators) a waterproof flashlight, one pair of Tempo Max gloves and individual face pieces. The Detroit Fire Department agrees to provide eight (8) lightweight aluminum and fiberglass wrapped air tanks for each engine, ladder truck and squad company, six (6) tanks for each TAC company and two (2)

for each on duty Battalion Chief. Once the lightweight aluminum and fiberglass wrapped air tanks are issued to all fire companies, the Fire Department agrees to withdraw from service all steel air tanks. Steel air tanks will no longer be issued as regular or reserve equipment. Departmental maintenance practices shall apply.

- b. To protect the health and safety of Department employees, on or before July 1, 1988, the City shall furnish to all members of the Fire Fighting Division and all Apparatus Emergency Mechanics one (1) pair of protective trousers (also known as bunker pants) as defined in NFPA 1971, Standard on Protective Clothing for Structural Fire Fighting (1986 edition). Such trousers shall meet or exceed all of the standards established by the NFPA 1971, Standard on Protective Clothing for Structural Fire Fighting (1986 edition). The City shall replace these trousers as needed with trousers meeting or exceeding the same standards.
- c. To protect the health and safety of Department employees, as existing station/work uniforms are replaced, the City shall furnish to all members of the Fire Fighting Division and to all Apparatus Emergency Mechanics station/work uniforms which meet or exceed all of the standards of NFPA 1975, Standard on Station/Work Uniforms for Fire Fighters (1985 edition). Replacement of all existing station/work uniforms by those meeting or exceeding the NFPA 1975 Standard (1985 edition) standards shall be completed by June 30, 1989, and subsequent replacement uniforms shall meet or exceed the same standards.
- d. To protect their health and safety, effective immediately, all 24-hour non-civilian employees of the Fire Department shall be issued two (2) blankets and one (1) pillow as part of their personal issue which blankets and pillow shall be replaced by the City as needed.

#### **8. Uniforms**

- a. The City shall furnish all-weather jackets to Fire Fighters, Fire Fighter Drivers, Fire Sergeants, Fire Engine Operators and Apparatus Emergency Mechanics in accordance with recommendations to be made by the Uniform Committee of the Detroit Fire Department. Replacement items, including shirts and hats, shall be in accordance with the recommendations of the Uniform Committee, provided replacements are approximately the same cost as the current type.
- b. Members of the Fire Fighting Division above the rank of Sergeant shall be issued the all-weather jacket as issued to other members of the Division.
- c. Members shall be issued badges, insignias, shoulder patches and nameplates.
- d. Members of the Fire Prevention Division shall be issued raincoats and all-weather jackets in lieu of the overcoat now issued.

- e. No later than January 1, 1988, members shall be permitted to purchase at their own expense and wear "T-shirts" or "golf shirts" in warm weather and sweatshirts in cold weather as part of their station/work uniforms. All such items shall be from a list developed by the Health and Safety Committee.
- 9. The application of Sick Leave Rules regarding attendance of an employee upon an ill member of his immediate family shall be the same for non-civilian employees assigned to a 40 hour work week as has been the case for civilian employees.

10. **Holiday Premium**

All employees in ranks and classes below the rank of Battalion Fire Chief shall have a holiday premium of 2x.

11. **Sick Leave**

- a. Employees who work an average 50.4, 49, or 48 hour work week will accumulate ten (10) hours per month in their Current Sick Leave Bank and fifty (50) hours per year in their Reserve Sick Leave Bank. The maximum accumulation shall be 1500 hours in each bank.
- b. Employees who work an average 50.4, 49, or 48 hour week and have six (6) years of service shall be eligible for SL-CT according to the following formula: one half (1/2) hour per year for each one (1) hour of unused current sick leave to a maximum of sixty (60) hours per year.

Employees who work a forty hour week and who have accumulated a minimum of fifty (50) sick days including both current and reserve days and have a minimum of six (6) years of service on July 1st of each year will be credited with one-half (1/2) of the unused current sick time from the previous fiscal year up to six (6) days.

- c. Sick Leave shall be charged and paid in units of whole hours.

d. **Payment for Unused Sick Leave**

- (1) 50.4, 49, or 48 Hour Employees

- (a) Immediately preceding the effective date of the retirement of an employee in a rank or classification with a parity relationship to the employees represented by the Detroit Police Lieutenants and Sergeants Association or in a higher rank or classification, exclusive of duty and non-duty disability retirement, or at the time of the death of an employee in such classification, he or his estate shall be entitled to pay for his unused accumulated sick banks, as follows:

Sick leave on retirement .7 of one (1) payroll day for each 10 hours of sick leave to a maximum of 175 days.

If an employee in the foregoing ranks or classifications or their equivalent is granted a duty or non-duty disability retirement, he shall be entitled to reimbursement of unused sick time according to the preceding formula, upon attaining his normal full duty retirement date and petitioning the Commissioner for such reimbursement.

- (b) For employee in ranks or classifications with a parity relationship to the employees represented by the Detroit Police Officers Association, immediately preceding the effective date of an employee's retirement, exclusive of duty and non-duty disability retirement, or at the time of an employee's death, he or his estate shall be entitled to pay for his unused accumulated sick banks as follows:

Sick leave on retirement .7 of one (1) payroll day for each 10 hours of sick leave to a maximum of 126 days.

If a member is granted a duty or non-duty disability retirement, he shall be entitled to a reimbursement of unused sick time according to the preceding formula, upon attaining his normal full duty retirement date and petitioning the Commissioner for such reimbursement.

(2) 40 Hour Employees

- (a) Immediately preceding the effective date of the retirement of an employee in a rank or classification with a parity relationship to the employees represented by the Detroit Police Lieutenants and Sergeants Association or in a higher rank or classification, exclusive of duty and non-duty disability retirement, or at the time of the death of an employee in such classification, he or his estate shall be entitled to pay for his unused accumulated sick banks, as follows:

A member shall receive full pay for 50% of the unused accumulated sick bank amounts.

If an employee in the foregoing ranks or classifications or their equivalent is granted a duty or non-duty disability retirement, he shall be entitled to a reimbursement of unused sick time according to the preceding formula, upon attaining his normal full duty retirement date and petitioning the Commissioner for such reimbursement.

- (b) For employees in ranks or classifications with a parity relationship to the employees represented by the Detroit Police Officers Association, immediately preceding the effective date of an employee's retirement, exclusive of duty and non-duty disability retirement, or at the time of an employee's death, he or his estate shall be entitled to pay for his unused accumulated sick banks as follows:

A member shall receive full pay for 50% of the unused accumulated sick bank amounts not to exceed 180 days.

If a member is granted a duty or non-duty disability retirement, he shall be entitled to a reimbursement of unused sick time according to the preceding formula, upon attaining his normal full duty retirement date and petitioning the Commissioner for such reimbursement.

12. **Apparatus Division Employees**

- a. Pay rates for civilian classifications in the Apparatus Division listed below shall be established by applying increases equivalent to those granted the comparable General City classifications listed below. Fringes and pay practices shall be the same applied to the comparable General City classifications listed below and shall be in accordance with the ordinances and resolutions governing such fringes and pay practices.

<b>Fire Department Titles</b>	<b>General City Titles</b>
Auto Painter & Stripper	Auto Repair
Sub-Foreman	Sub-Foreman
Auto Repair Foreman	Auto Repair Foreman
Senior Auto Repair Foreman	Senior Auto Repair Foreman

- b. The pay rate for the Assistant Superintendent of Fire Apparatus shall be established by applying increases equivalent to those granted to the Fire Lieutenant title in the Fire Fighting Division. Fringes for the Assistant Superintendent of Fire Apparatus shall be the same as for Senior Supervisor of Mechanical Maintenance, and shall be in accordance with the ordinances and resolutions governing such fringes.
- c. The classification of Apparatus Emergency Mechanic shall receive the same wage and special adjustments granted to the General City classification of General Auto Mechanic.
- d. Sick leave may be used for attendance upon immediate members of the family within the household of the employee where necessary; provided that such absence shall not exceed three days in any instance. The term "immediate family" shall be construed to include husband, wife, children, father, mother, brothers and sisters and also relatives living in the same household, no matter what the degree of relationship. The above shall be in accordance with the City Code, Chapter 13-5-4.

13. **Longevity Pay**

Longevity shall be paid as follows:

- a. Employees may qualify for the first step of longevity pay provided they have served as City employees for an accumulated period of five (5) years.
- b. Employees may qualify for the second step of longevity pay, inclusive of the first step, provided they have served as City employees for an accumulated period of eleven (11) years.
- c. Employees may qualify for the third step of longevity pay, inclusive of the first and second steps, provided they have served as City employees for an accumulated period of sixteen (16) years.

- d. Employees may qualify for the fourth step of longevity pay, inclusive of the first, second and third steps, provided they have served as City employees for an accumulated period of twenty-one (21) years.
- e. The first step of longevity increment shall be two hundred fifty dollars (\$250). The second step of longevity increment, inclusive of the first step, shall be five hundred dollars (\$500). The third step of longevity increment, inclusive of the first and second steps, shall be seven hundred fifty dollars (\$750). The fourth step of longevity increment, inclusive of the first, second and third steps, shall be seven hundred fifty dollars (\$750) plus one percent (1%) of the employee's base salary.
- f. Employees who have qualified for longevity pay and have accumulated at least 216 days of paid time exclusive of overtime or premium time during the year immediately preceding any December 1st date or other day of payment will qualify for a full longevity payment provided they are on the payroll on the December 1st date or any other date of qualification. Except for employees first qualifying for increments the payment will be made in a separate check annually on the first pay date after December 1st.  
  
No employee will be denied a full longevity payment on December 1st because of the temporary unpaid absence of thirty (30) continuous days or less extending through the December 1st date in question.
- g. Employees who first qualify for longevity pay increments in any month after any December 1st date shall be paid such increment on a pro-rata basis upon attaining such qualification in the amount of a full increment less one-twelfth ( $\frac{1}{12}$ ) thereof for each calendar month or fraction thereof from the previous December 1st date to date of such qualification.
- h. Prorated longevity payments may be made between December 1st dates to qualified employees and officers who separate or take leave from City service, excluding those who are discharged, those who resign and those who resign with a vested pension. Such prorated longevity increment shall be paid for time served on a full calendar month basis since the date of their last longevity payment; provided, that each month shall contain at least eighteen (18) days of service.
- i. All of the above provisions shall be in accordance with Chapter 13, Article 7 of the 1984 Municipal Code of the City of Detroit which is incorporated herein by reference, except as modified herein.

#### 14. Pensions

- a. The City agrees that in the Policemen and Firemen Retirement System Article VI, D and Article VI, E, all references to "widow" shall include "widower" and in Article VI, E, Section 2(a), the disability and dependency restrictions on widowers shall be removed.

b. Optional Annuity Withdrawal

- (1) A member shall have the right to elect to receive on the effective date of his service retirement a partial or total refund of his accumulated contributions. If a member makes such an election, an annuity payable under any retirement allowance or reduced retirement allowance shall be reduced proportionally. If the total accumulated contributions are withdrawn, no annuity shall be payable.

The limitation of fifteen twenty-seconds ( $1\frac{5}{22}$ ) of the maximum earnable compensation of a fireman continues in effect. For purposes of determining the fifteen twenty-seconds ( $1\frac{5}{22}$ ) limitation, a computation based on the annuity which is an actuarial equivalent of the accumulated contributions standing to a member's credit in the Annuity Savings Fund prior to any partial or total refund will be used.

This provision affords the members of this collective bargaining unit a similar option available to members of the General Retirement System pursuant to 1973 Amendment K. The parties agree that no other benefits or amounts payable pursuant to the Policemen and Firemen Retirement System are affected by this contractual provision.

On or after July 1, 1974, members or former members who are entitled to begin to receive the "40 & 8" benefit will be entitled to the annuity refund withdrawal option.

On or after July 1, 1974, non-duty disability retirants who retired pursuant to Title IX, Chapter VII, Article IV, Section 1, a, b or c prior to having twenty-five years of service credit, shall be entitled to the annuity refund withdrawal option on the date he would have had twenty-five years of service credit had he continued as an active member. Said option shall only apply to the balance of accumulated contributions, if any, remaining in such retirant's credit in accordance with the existing annuity refund provisions.

Survivor benefit beneficiaries as defined in Title IX, Chapter VII, Article VI, Part E, Section 2, parts (a), (b) and (c) of the 1918 City Charter in effect as of June 30, 1974, and continued in effect by Section 11-102 of the July 1, 1974, City Charter shall be entitled to the annuity withdrawal refund option subject to the same rules that would have been applicable to the deceased member or members had he not died. Said option shall only apply to the balance of accumulated contributions, if any, remaining in applicable former member's credit.

In any case of doubt, the Board of Trustees shall decide whether a member or beneficiary is entitled to an annuity refund withdrawal option.



- (2) In addition to the provisions of the current collective bargaining agreement, pension charter and ordinance provisions and all other pension rights of members, a member shall have the right on or after the effective date of his becoming eligible for a full service retirement allowance (members who have twenty-five (25) years of creditable service) to elect to receive a partial or total refund of his accumulated contributions to the Annuity Savings Fund. If a member makes such an election, an annuity payable under any retirement allowance or reduced retirement allowance shall be reduced proportionally. If the total accumulated contributions are withdrawn, no annuity shall be payable.

If a member makes such an election, the retirement allowance shall be reduced to reflect the value of the annuity withdrawn. The amount of the annuity at the time of such election shall be the amount used at the time of retirement for purposes of computing the retirement allowance.

All members who complete their required years of service, shall have the right to withdraw all or part of their accumulated contributions whether they choose to retire or not.

c. Early Annuity Withdrawal

An employee who is entitled to a retirement allowance under Article VI, Part A, Section 4 of the Policemen and Firemen Retirement System and who leaves the employ of the Fire Department of the City of Detroit on or after July 1, 1982 shall have the right to elect to receive on the effective date of termination a partial or total refund of his accumulated contributions. The pension portion of his retirement allowance shall be computed as if the member had not withdrawn his accumulated contributions from the Annuity Savings Fund until the date he was eligible to retire had he continued in City employment.

d. 25 and Out

- (1) For employees in ranks or classifications with a parity relationship to employees represented by the Detroit Police Lieutenants and Sergeants Association and employees in higher ranks or classifications, the requirement that a member as defined in Article IV, Section 1(d) of the Policemen and Firemen Retirement System shall attain age 55 to be eligible for retirement shall be eliminated. Such members will be eligible to retire after 25 years of service regardless of age.
- (2) For employees in ranks or classifications with a parity relationship to the employees represented by the Detroit Police Officers Association, the requirement that a member as defined in Article IV, Section 1(d) of the Policemen and Firemen Retirement System shall attain age 55 to be eligible for retirement shall be eliminated. Such members will be eligible to retire after twenty-five (25) years of service regardless of age. Notwithstanding the

above, the minimum age for receiving the pension portion of benefits under Article VI, Part A, Section 4 (40 & 8 provision) for new plan members as defined above shall remain minimum age 55. Employees hired on or after July 1, 1985 who leave City employment after being vested shall not be eligible for pension benefits until said individual reaches his or her sixty-second birthday.

e. Disability Conversion

Add to the Policemen and Firemen Retirement System, Article VI, Part B, Section 2.1(b) the following:

“ . . . with the specific exception that for those members who receive benefits under Section 2.1(a), above, the ‘average final compensation’ used in this computation shall be the highest average annual compensation that would have been received by such a member had he continued working in the classification he held at the time of his disability, during any period of five consecutive years, selected by the member, contained within the last ten years immediately preceding the expiration of the period when the member, would have attained a total twenty-five years of creditable service.”

f. Reduced Early Pension Benefits (40 & 8 Vesting Retirees)

- (1) Members who terminate employment who are eligible for a pension pursuant to Article VI, Part A, Sec. 4 of the Policemen and Firemen Retirement System (40 & 8 provision) shall have the option of receiving an immediate, but reduced early pension benefit in lieu of a deferred pension.
- (2) The reduced early pension benefit shall not result in an increase in Employer contribution rates therefore, the value of the Reduced Early Pension Benefit shall be the actuarial equivalent of the 40 & 8 pension.
- (3) No other benefits or amounts payable pursuant to the Policemen and Firemen Retirement System including benefits available to persons who retire under Article VI, Sec. 4 shall be affected by this contractual provision. Health insurance benefits payable under this provision will commence when the member would have been eligible to retire with a service retirement under Article VI of the Pension Plan.
- (4) For employees in ranks or classifications with a parity relationship to employees represented by the Detroit Police Lieutenants and Sergeants Association and employees in higher ranks or classifications, upon termination an employee vesting his pension must within 90 calendar days make an irrevocable election as to whether or not to take this option.
- (5) Individuals who terminated prior to July 1, 1986 are not eligible for this new option.

- (6) An employee who receives a lump sum payment for accumulated time upon termination is not allowed to have that time count towards his retirement service.
- (7) Since all DFFA members, except those members in ranks or classifications with a parity relationship to employees represented by the Detroit Police Officers Association, are eligible to begin collecting their vested pension as soon as they would have been eligible to retire had they continued their City employment, minimum retirement age (i.e. age 55) shall not be a factor in computing their actuarially reduced pension benefit.
- (8) All members, except those members in ranks or classifications with a parity relationship to employees represented by the Detroit Police Officers Association, electing to receive the Reduced Early Pension Benefits shall receive upon separation full pay for fifty (50) percent of the unused sick bank amounts. This provision shall have no effect on a member electing to receive the deferred 40 & 8 vested pension who shall continue to be reimbursed for unused sick time in accordance with the formula in Article 22.B.11.

g. Survivor's Benefit Fund

The contributions, required by Article VII, Section 8 (b) and 8 (c) of the Policemen and Firemen Retirement System, to the Survivor's Benefit Fund shall be eliminated for Union members. The City shall make the contributions necessary to maintain the benefit level by contributing that amount necessary to replace the members' contributions to the Survivor's Benefit Fund.

h. Employer Contribution

Effective January 1, 1987, the employee contributions to the Policemen and Firemen Retirement System Annuity Fund, although designated as employee contributions, shall be paid by the City of Detroit in lieu of contributions by the employee. The employee shall not have the option of choosing to receive the contributed amount directly instead of having them paid by the Employer to the annuity fund. There shall be no additional contribution expense to the City of Detroit, and the amount so contributed by the Employer on behalf of the employee shall be treated, for tax purposes, as Employer contributions and thus shall not be taxable to the employee until these amounts are distributed or made available to the employee.

This provision shall not affect the amount or benefit level of the retirement allowance, or the City of Detroit's obligation thereto.

i. Definition of Average Final Compensation

- (1) The average final compensation for "old plan" members is calculated by using the current maximum salary for the rank(s), grade(s) or position(s) held by the member over the sixty (60) months just prior to the member's elective date of retirement.

The salary is obtained from the Official Compensation Schedule for the fiscal year prior to the member's elective date of retirement and an average is determined.

- (2) The average final compensation for "new plan" members is calculated by examining actual payroll data for the member during any period of five consecutive years of credited service, selected by the member, contained within his ten years of credited service immediately preceding the elective date of his retirement. The base pay for the member, without including any premium payments (overtime, holiday premium, shift premium, longevity, unused sick leave on retirement, etc.), is utilized and an average is determined.

j. Change of Option

Members of the Policemen and Firemen Retirement System shall be entitled to change their pension option from either Option 2 or Option 3 to a straight life pension after they have commenced collection of the pension if the member's beneficiary predeceases the member. The actuarial cost of the change in benefit shall be borne by the member who seeks change in his option election.

k. Old Plan/New Plan

Members of the Policemen and Firemen Retirement System as defined in the previous charter of the City of Detroit — Chapter VII of Title IX, Section 2 of Article II as adopted by Article 11, Section 11-102 of the present charter of the City of Detroit as previously amended to July 1, 1977; who were in the service on or after July 1, 1941 but prior to January 1, 1969 and are still active members shall have the option of retiring under any existing plan of the pension system (i.e., amendment of November 5, 1969 or previous plan) commonly known as new plan and old plan.

- l. Any member of the bargaining unit who performed military service prior to employment by the City of Detroit and inclusion in the pension systems may claim service credit as a member of the retirement systems for time spent in the military service in accordance with Ordinances 356-H and 357-H of the Ordinances of the City of Detroit, which are attached to this Agreement as Exhibits II and III. This provision shall be retroactive to July 1, 1983.

### **23. JOINT HEALTH AND SAFETY COMMITTEE**

The current Safety Committee of the Department shall be abolished and there shall be established a joint Health and Safety Committee of the Detroit Fire Department composed of six (6) persons. Three (3) members shall be appointed by the Fire Commissioner and shall serve at his pleasure. Three (3) members shall be appointed by the President of the Union and shall serve at his pleasure. The Fire Commissioner and the President also shall each appoint three (3) alternates who shall attend Committee meetings and shall act on behalf of regular members who are absent. Any

vacancies in the positions of the Committee members or alternates shall be filled immediately. Members of the Committee shall be released from duty with pay to attend Committee meetings.

Unless the Committee shall otherwise decide, the Chairmanship shall alternate at each meeting beginning with a Commissioner appointee, followed by a Union President appointee, and continuing to alternate in that manner at subsequent meetings.

The Committee shall meet no less than once every two (2) months to address health and safety conditions and concerns. Meetings may also be called on written demand by the Commissioner appointees or by the Union President appointee at times mutually agreed to by both parties, but in any event no later than ten (10) working days after the written demand, in order to discuss urgent issues. A quorum of four (4) Committee members or their alternates shall be necessary for the Committee to meet and conduct business. A written agenda of matters to be addressed shall be provided to all Committee members by the Chairperson for that meeting at least one (1) week in advance of the meeting.

The Committee shall have the power, among other things, to:

- a. review and analyze all reports of job-related accidents, deaths, injuries, and illnesses;
- b. develop information on accident and injury sources and rates;
- c. investigate Fire Department facilities and equipment to detect hazardous conditions or unsafe work methods, including but not limited to training procedures;
- d. promote safety for all Department members;
- e. study hazardous material issues and equipment; and
- f. Review all specifications for protective equipment, apparel, or devices prior to letting out bids for new or renewal contracts for the purchase thereof.

To facilitate the Committee's work, the Department shall investigate and maintain records of all job-related accidents, injuries, deaths, and illnesses. Such records and investigative reports shall be available to the Committee upon request.

The Committee shall have the authority, by a majority vote of its members (i.e., four (4) or more), to recommend:

- a. changes to, addition to, or purchase (and specifications) of fire fighters' protective apparel and equipment;
- b. Department rules and procedures concerning health and safety;
- c. correction of unsafe or harmful working conditions, including the setting of a deadline for the abatement of such conditions; and
- d. purchase of equipment for hazardous material response and handling.

All recommendations adopted by the Committee shall be made to the Fire Commissioner in writing. The Commissioner shall promptly respond to such recommendations, in writing, stating his reasons for adopting or rejecting them. The Committee's findings and recommendations shall be advisory only and not constitute any limitation on the managerial prerogatives of the Fire Commissioner nor the City.

Nothing in this provision relieves the Department of its health and safety responsibilities to its employees. Nor by this provision does the Union assume such health and safety responsibilities.

#### **24. 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.

#### **25. DURATION**

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

This Agreement shall remain in full force and effect until 11:59 p.m., June 30, 1989. 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 on this \_\_\_\_\_ day of \_\_\_\_\_, 1989.

#### **DETROIT FIRE FIGHTERS ASSOCIATION**

By: /s/ Robert J. Haig, *President*  
Mark D. Lafferty, *Vice-President*  
John Chakan, *Secretary*  
Albert Richardson, *Treasurer*

#### **CITY OF DETROIT**

By: /s/ Coleman A. Young, *Mayor*  
Roger Cheek, *Director, Labor Relations Division*  
Joyce Garrett, *Director, Personnel Department*  
Bella Marshall, *Director, Finance Department*  
Donald Pailen, *Corporation Counsel, Law Department*  
Melvin Jefferson, *Commissioner, Fire Department*

## SCHEDULE I

### Traditional police-fire pay parity and other salary relationships

A. Traditional police-fire pay parity means that the full time Police Officer and the full time Fire Fighter, whose base salaries are the same, will experience identical salary rate changes with identical effective dates throughout the fiscal year so that the total base pay of a Police Officer is equal to that of a Fire Fighter in any fiscal year covered by this Agreement. Similarly, the Fire Sergeant and Fire Engine Operator have parity with the Police Investigator, the Fire Lieutenant has parity with the Police Sergeant, the Fire Captain with the Police Lieutenant, the Battalion Fire Chief with the Police Inspector, and the Chief of Fire Department with the Deputy Chief-West Operations.

B. For purposes of this Agreement, parity shall also mean the following salary relationships which are internal to the Fire Department:

1. Classifications equal to Fire Fighter:
  - a. Boiler Operator — High Pressure — 24 Hour Service Interim
  - b. Assistant Fire Dispatcher
2. The salary of Fire Fighter Driver shall be 105% of the maximum salary of Fire Fighter.
3. Classifications equal to Fire Sergeant:
  - a. Fire Engine Operator
  - b. Operator of an aerial tower or platform apparatus (effective July 1, 1987)
  - c. Senior Assistant Fire Dispatcher
4. Classifications equal to Fire Lieutenant:
  - a. Fire Training School Instructor — Lieutenant
  - b. Fire Community Relations Officer — Lieutenant
  - c. Fire Investigator — Lieutenant
  - d. Fire Prevention Inspector
  - e. Fire Prevention Instructor
  - f. Fire Research & Development Assistant — Lieutenant
  - g. Fire Dispatcher
  - h. Fire Department Water Supply Investigator
5. The salary for the classifications of Senior Fire Dispatcher (73-60-61) and Assistant Fire Department Community Relations Coordinator (31-10-41) shall be the arithmetic mean (rounded to the next highest whole dollar) of the salaries for the classifications of Fire Lieutenant and Fire Captain.



6. Classifications equal to Fire Captain:
  - a. Fire Training School Instructor — Captain
  - b. Plan Examiner — Fire Protection
  - c. Fire Investigator — Captain
  - d. Senior Fire Prevention Instructor
  - e. Assistant Supervising Fire Dispatcher
  - f. Senior Fire Prevention Inspector
  - g. Fire Research and Development Assistant — Captain
7. The salary of the Fire Department Water Supply Coordinator shall be 105% of the salary of Fire Captain.
8. Classifications equal to Battalion Fire Chief:
  - a. Supervisor of Fire Department Training School
  - b. Assistant Fire Marshal
  - c. Fire Investigator — Chief
  - d. Supervisor of Fire Protection Engineering
  - e. Fire Department Community Relations Coordinator
  - f. Fire Department Research and Development Coordinator
  - g. Supervising Fire Dispatcher
  - h. Superintendent of Fire Apparatus
9. The salary of Deputy Fire Chief shall be 88.64% of the salary of Chief of Fire Department
10. The salary of Fire Marshal shall be 97.73% of the salary of Chief of Fire Department.

C. All salaries shall be expressed in whole dollars. After applying percentages per the relationships described above, the salaries shall be rounded up to the next highest whole dollar.

D. Contingent Parity

If there is established for 1983-86 and/or 1986-89 by arbitration, negotiations or otherwise different compensation or cash benefits for non-civilian employees or officers of the Detroit Police Department than are found in this Agreement, this Agreement shall be adjusted to conform thereto so as to maintain the traditional relationship for all corresponding ranks, of fire-police parity.

**SCHEDULE II**  
**Classifications Represented by the**  
**Detroit Fire Fighters' Association**  
**(See Article I)**

- A. Non-Civilians
  - 1. 24-Hour Personnel
    - Battalion Fire Chief
    - Fire Captain
    - Fire Lieutenant
    - Fire Sergeant
    - Fire Engine Operator
    - Fire Fighter Driver
    - Fire Fighter
    - Boiler Operator — High Pressure — 24 Hour Service Interim
  - 2. 8- and 10-Hour Personnel
    - Chief of Fire Department
    - Fire Marshal
    - Deputy Fire Chief
    - Assistant Fire Marshal
    - Supervisor of Fire Department Training School
    - Fire Investigator — Chief
    - Fire Department Water Supply Coordinator
    - Fire Department Community Relations Coordinator
    - Fire Department Research and Development Coordinator
    - Supervisor of Fire Protection Engineering
    - Assistant Fire Department Community Relations Coordinator
    - Fire Research and Development Assistant — Captain
    - Fire Training School Instructor — Captain
    - Fire Investigator — Captain
    - Senior Fire Prevention Inspector
    - Senior Fire Prevention Instructor
    - Plan Examiner — Fire Protection
    - Fire Training School Instructor — Lieutenant
    - Fire Community Relations Officer — Lieutenant
    - Fire Investigator — Lieutenant
    - Fire Prevention Inspector
    - Fire Prevention Instructor
    - Fire Research and Development Assistant — Lieutenant
    - Fire Department Water Supply Investigator
- B. Communications Division Personnel — Civilians
  - Supervising Fire Dispatcher
  - Assistant Supervising Fire Dispatcher
  - Senior Fire Dispatcher
  - Fire Dispatcher
  - Senior Assistant Fire Dispatcher
  - Assistant Fire Dispatcher

- C. Apparatus Division — Civilians
  - Superintendent of Fire Apparatus
  - Assistant Superintendent of Fire Apparatus
  - Senior Auto Repair Foreman
  - Auto Repair Foreman
  - Auto Painter and Striper Sub-Foreman
- D. Emergency Repairmen — Non-Civilians
  - Apparatus Emergency Mechanic

**EXHIBIT I**  
**MILEAGE REIMBURSEMENT PLAN**

1. Rates of Payment

When an employee covered by this Agreement is assigned to use his automobile to perform his job, he shall be paid mileage at the following rates:

Twenty-six cents per mile for all reimbursable mileage. In addition to the above, \$2.19 per day is to be paid for each day an employee is required to use his car for City business. The City will continue to reimburse employees for the difference in premiums between business and pleasure insurance according to the formula approved by City Council for that purpose.

2. Definition of Reimbursable Mileage

A. Trips from home to headquarters and back home shall not constitute reimbursable mileage.

B. Trips in either direction between home and any officially designated point (when there is no specific headquarters) shall not constitute reimbursable mileage.

C. Trips from headquarters (or from the designated starting point if he has no headquarters) to a job, from job to job, and if directed, back to headquarters or starting point, shall constitute reimbursable mileage.

D. For those employees who do not report to a specific headquarters, or starting point on any given day, mileage in excess of 15 miles from home directly to a job at other than headquarters or starting point at the start of the work day and mileage in excess of 15 miles from a job located at a point other than headquarters or starting point to home at the end of work day shall constitute reimbursable mileage.

E. An employee shall not be required to use his privately owned vehicle for any Fire Department purpose unless on a voluntary basis in which then 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 13, Article 1, and Section 13-1-4 of the City Code.

F. The City of Detroit may require employees of the Fire Marshal's Division to use their personal cars on City business subject to the City's Mileage reimbursement program.

3. Accident Payments

When an employee is involved in an accident while on City business resulting in damage to his automobile in excess of \$50.00, the City will pay for unrecoverable collision damage in excess of \$50.00 not to exceed \$100.00. Employees must furnish proof to their Department of the time of the accident and the extent of the damages. Automobile accidents will be excluded from the City's regular small claims program.

4. Automobile breakdowns shall be dealt with as follows:

A. Before Arriving On The Job:

The Fire Marshal Division will allow sufficient time to protect and safeguard the automobile.

- (1) In case of minor adjustments or emergency to get vehicle going, employee shall call immediate supervisor to apprise him of the emergency. Employee will then report for work as instructed and suffer no loss of pay for the excused tardiness. Receipt from road service or garage or memo from inspector required.
- (2) In case of major or time consuming auto service needs, employee shall be permitted to arrange for vehicle to be towed to garage of his choice to make arrangements for repairs. He must call immediate supervisor to make arrangements for transportation and work assignments for balance of day. Receipt from road service or garage required.
- (3) In those situations causing misunderstanding or disagreement, the facts in each instance shall be reviewed by the Assistant Fire Marshal for his decision. Should the Assistant Fire Marshal's decision be questioned, the matter shall be presented to the Fire Marshal by the Assistant Fire Marshal and the employee for review on the merits of the individual case.

B. After Arriving On the Job:

The Fire Marshal Division will allow sufficient time to protect and safeguard the automobile.

- (1) In case of minor adjustments or emergency service to get vehicle going, employee is to call immediate supervisor as soon as possible to inform him of lost time, and for instructions on balance of work. Receipt from garage or memo from inspector required.
- (2) In case of major time consuming auto service needs, employee shall be permitted to arrange for vehicle to be towed to garage of his choice to make arrangements for repairs. He must call immediate supervisor to make arrangements for transportation and work assignments for balance of day. Receipt from garage required.
- (3) In those situations causing misunderstanding or disagreement, the facts in each instance shall be reviewed by the Assistant Fire Marshal for his decision. Should the Assistant Fire Marshal's decision be questioned, the matter shall be presented to the Fire Marshal by the Assistant Fire Marshal and the employee for review on the merits of the individual case.

C. The Department will allow an employee, whose vehicle has broken down and will not be available for one or more days, to use a Department vehicle to perform his assigned duties.

This will be dependent upon the availability of a Department vehicle. If a Department vehicle is not available, then the employee will be required to use public, or other transportation to reach his job assignments.

5. When an employee covered by this Agreement is regularly assigned to a job which requires the use of an automobile during his normal working hours, he shall be required to furnish said car.

6. In order to receive mileage reimbursement an employee must actually use an automobile on City business.

**MEMORANDUM OF UNDERSTANDING**  
**between the**  
**CITY OF DETROIT**  
**and the**  
**DETROIT FIRE FIGHTERS ASSOCIATION**

Specifically, with respect to Article 9 and 15 hereof 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 Commissioners v. Detroit Fire Fighters Association, enforced, 22 Mich. App. 137;

Michigan Employment Relations Commission Case No. C68 D-37, City of Detroit Board of Fire Commissioners and Local 344, Detroit Fire Fighters Association.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1989.

DETROIT FIRE FIGHTERS ASSOCIATION  
LOCAL 344

By: /s/ Robert J. Haig, *President*  
*Detroit Fire Fighters Association*

CITY OF DETROIT

By: /s/ Roger Cheek, *Director*  
*Labor Relations Division*



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